Your Community.
Our Commitment.

AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time:
Thursday
June 25, 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, June 25, 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, June 25, 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: **OPERATIONS AND MAINTENANCE**

A. Community Managers

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

   a. Consideration of Addendum to License Agreement to Allow Additional Sign Placement on District Property With Requesting Entity Responsible for Installation, Maintenance, and Enforcement **EXHIBIT 1**

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

B. District Engineer – *Greg Woodcock, Stantec*

C. Aquatic Maintenance Report – *Steadfast Environmental* **EXHIBIT 2**

1. Presentation of Pond Requests – *None outstanding*
2. Discussion on Pond 2 Health (Workshop Request)
3. Consideration of Steadfast Proposal for One-time Clean-up at Ponds 42 and 43 - $6,360.00 **EXHIBIT 3**

THIRD ORDER OF BUSINESS: **OPERATIONS AND MAINTENANCE** (Continued)

D. Landscape Maintenance Report – *Justin Sarka, Down To Earth* **WALK-ON EXHIBIT A**

1. Presentation of Landscape Requests **EXHIBIT 4**
2. Consideration of Down To Earth Proposals
   a. #150896 – Replace Damaged Sod at Pond 15 - $984.00 **WALK-ON EXHIBIT B**
   b. #150897 – Replace Frost-damaged Plants at Village 3 Entrance -$2,360.95 **WALK-ON EXHIBIT C**

E. Consideration of Blazing Star Lift Station Landscape Infill ($9,548.31) **EXHIBIT 5**

- Sunshine Water Meter Installation Proposal - $3,425.72
- Backflow Installation Estimate - $1,500.00 (per Vail Plumbing)
- #142915 - Blazing Star Lift Station Irrigation Rebuild - $2,524.05 [LANDSCAPE - REPLENISHMENT]
- #138715 - Shrub Infill at Blazing Star Lift Station - $2,098.54 [LANDSCAPE - REPLENISHMENT]

F. Field Operations – *Michael Bush, Vesta District Services* **EXHIBIT 6**

1. Presentation of Field Requests
2. Presentation of Streetlight Requests
3. Presentation of Hog Activity Report

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

H. District Manager – *Heath Beckett, Vesta District Services*

1. Announcement of Qualified Candidates for the November 3, 2026 General Election
   - Seat 3:
     - Samuel Harrison Jones, III
     - David Allen Wagner
   - Seat 4:
     - John Donahue
     - Robert Wolski
   - Seat 5:
     - Eugene Mastrangeli
     - Bonnie Raymond

FOURTH ORDER OF BUSINESS: CONSENT AGENDA

A. Approval of the Minutes of the Board of Supervisors Regular Meeting Held May 28, 2026 **EXHIBIT 7**

B. Acceptance of the Minutes of the Board of Supervisors Workshop Held June 11, 2026 **EXHIBIT 8**

C. Acceptance of the May 2026 Unaudited Financial Report **EXHIBIT 9**

D. Acceptance of the FY 2025 Annual Audit Report **EXHIBIT 10**

E. Ratification of Approval of Steadfast Proposal #SCA4075 to Remove Turbidity Barrier from Pond 19 - $150.00 **EXHIBIT 11**

FIFTH ORDER OF BUSINESS: RULES OF PROCEDURE

A. **Public Hearing on Amendment to Rules of Procedure**

1. Presentation of Amended and Restated Rules of Procedure **EXHIBIT 12**
2. Public Comments

B. Adoption of **Resolution 2026-08, Adopting Amended and Restated Rules of Procedure (Rule No. AG-R0012)** **EXHIBIT 13**

SIXTH ORDER OF BUSINESS: LIAISON REPORTS

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

1. Discussion on Lake County Ordinance Amending Landscape Development Regulations Section 9.01.00 "Landscaping Standards" and 9.02.00 "Tree Protection" (Weston) **EXHIBIT 14**

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

1. Discussion on Monument Lighting Theft and Destruction (Holden)

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

D. Finance *– Gene Mastrangeli/Robert Wolski*

1. Discussion on Capital Project Funding Prioritization **EXHIBIT 15**

SEVENTH ORDER OF BUSINESS: SUPERVISOR REQUESTS

A. Next Workshop Agenda Items

B. 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, July 9, 2026
at 10:00 a.m.
Palms at Serenoa Clubhouse
17244 Bay Cedar Way
Clermont, FL 34714

AGENDA DEADLINE: Noon - July 1, 2026

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

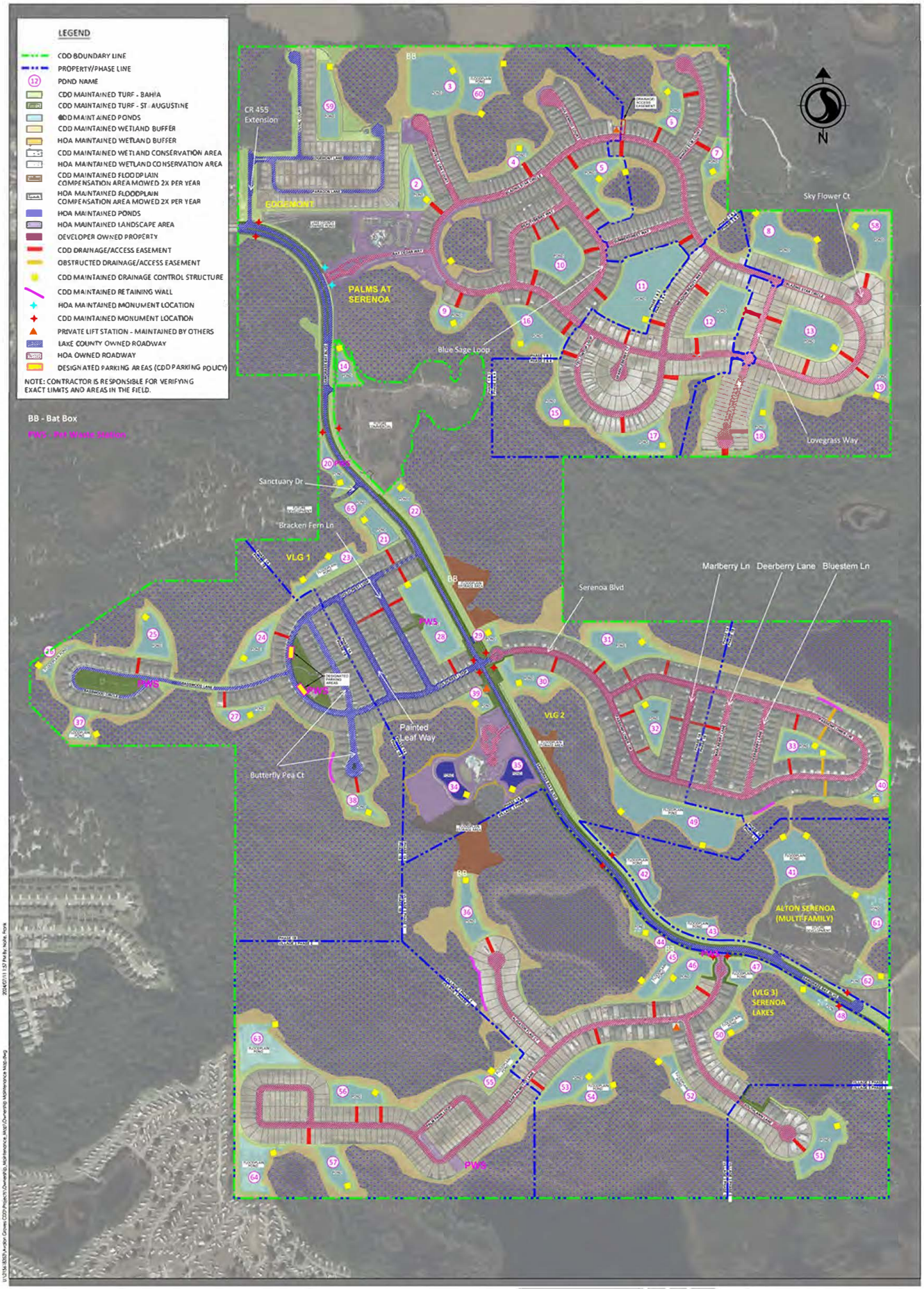
	In Person	Virtually	Not
Carl Weston (1-VC)			
John Holden (2)			
Gabriel Ruperez (3)			
Robert Wolski (4)			
Gene Mastrangeli (5-C)			

Thursday, July 23, 2026
at 10:00 a.m.
Serenoa Club Amenity Center
17555 Sawgrass Bay Blvd.,
Clermont, FL 34714

AGENDA DEADLINE: Noon - July 15, 2026

ELEVENTH ORDER OF BUSINESS: **ACTION ITEMS SUMMARY**
(To be Included in the Meeting Minutes)

TWELFTH ORDER OF BUSINESS: **ADJOURNMENT**



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

Revision	By	APPD	YY.MM.DD
AVALON GROVES CDD	RFN		23/12/01

Stantec

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd. Suite 600
Tampa, Florida 33602 Tel. 813.223.9500
www.stantec.com Fax. 813.223.0009
Certificate of Authorization #27013
FL Lic. # LC-C000170

The Consultant shall verify and be responsible for all dimensions. DO NOT SCALE THE DRAWING - any errors or omissions shall be reported to Stantec without delay.

EXHIBIT 1

ADDENDUM TO LICENSE AGREEMENT BETWEEN AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AND PALMS AT SERENOA HOMEOWNERS ASSOCIATION INC., REGARDING SIGN INSTALLATION AND MAINTENANCE

The following provisions govern the License Agreement between Avalon Groves Community Development District and Palms at Serenoa Homeowners Association Inc., Regarding Sign Installation And Maintenance ("**Agreement**") referenced above:

1. Notwithstanding anything to the contrary in the Agreement, Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the **Exhibit A** attached to this Addendum.

2. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.

3. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

PALMS AT SERENOA HOMEOWNERS ASSOCIATION INC	**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
By:_____	By: Eugene Mastrangeli
Its:_____	Its: Chair, Board of Supervisors
Date:_____	Date: _____

EXHIBIT A

Permission is granted by Avalon Groves Community Development District for the Palms at Serenoa HOA to install, maintain, and enforce one or more No Trespassing signs on the following tracts:

Tract D-11 as shown on that certain plat of Palms at Serenoa Phase 4 recorded at Plat Book 77, Pages 32- 36 in the Official Records of Sarasota County.

EXHIBIT 2

Avalon Groves CDD Aquatics

Inspection Date:

6/16/2026 12:13 PM

Prepared by:

Matt Goldrick

Account Manager

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

Inspection Report

SITE: 27

Condition: Excellent Great ✓Good Poor Mixed Condition Improving

Comments:

Patches of nuisance grasses present on the perimeter. A technician will be on site tomorrow to treat.
Any algae present is decayed and will be inspected for re-treatment.

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

SITE: 28

Condition: Excellent ✓Great Good Poor Mixed Condition Improving

Comments:

Very mild growth of nuisance grass and subsurface algae. Both can be addressed simultaneously during service.

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

Inspection Report

SITE: 29

Condition: Excellent Great ✓Good Poor ✓Mixed Condition Improving

Comments:

Filamentous algae present on the surface. It appears rain has already submerged it. A technician will treat if decay has not began at the time of service.
Any nuisance grasses present will be addressed at that time.

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

SITE: 30

Condition: Excellent Great ✓Good Poor ✓Mixed Condition Improving

Comments:

This pond could benefit from ongoing lily/spatterdock treatments. We are creating a treatment plan and will be including targeted products on next month's order. Until then, heavy topical treatments will continue.
No other nuisance growth observed.

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

Inspection Report

SITE: 31

Condition: Excellent ✓Great Good Poor Mixed Condition Improving

Comments:

No targeted treatment needed. The floating weeds are still sparse enough to be handled with standard methods. Routine treatment will continue.
No algae observed.

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

SITE: 32

Condition: Excellent ✓Great Good Poor Mixed Condition Improving

Comments:

Mild growth of filamentous algae and pennywort on the perimeter. An algaecide/herbicide treatment tomorrow should start clearing these up.

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

Inspection Report

SITE: 33

Condition: Excellent ✓Great Good Poor Mixed Condition Improving

Comments:

Any algae present is decaying. A technician will inspect and re-treat if needed.
No nuisance grass observed.

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

SITE: 34

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving

Comments:

More decaying algae. It appears to be coming from a drainage pipe on the shoreline. This is expected as these are a source of nutrient influx, nothing to be concerned with. A technician will inspect tomorrow and re-treat if needed.
No nuisance grass observed.

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

Inspection Report

SITE: 35

Condition: Excellent ✓Great Good Poor Mixed Condition Improving

Comments:

Aside from three small patches of nuisance grasses, this pond is in excellent condition. A treatment tomorrow will begin clearing this growth and return the pond to being picturesque.

WATER: ✕ Clear Turbid Tannic

ALGAE: ✕ N/A Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria

GRASSES: N/A ✕ Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 36

Condition: Excellent Great Good ✓Poor Mixed Condition Improving

Comments:

The primary access to this pond is still blocked. I may have another access point and will have the technician try it tomorrow. If it works, this pond will likely need treatment every visit. We can adjust scheduling accordingly should this be the case.

WATER: ✕ Clear Turbid Tannic

ALGAE: N/A Subsurface Filamentous ✕ Surface Filamentous Planktonic Cyanobacteria

GRASSES: N/A Minimal Moderate ✕ Substantial

NUISANCE SPECIES OBSERVED:

✕ Torpedo Grass ✕ Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

MANAGEMENT SUMMARY

90

We're about to enter a unique period of pond conditions. Severe drought has already made growth patterns unpredictable and with more frequent rain incoming, ponds are going to be in a constant state of change for a few weeks. Nutrients will start entering waterways from storm drains and runoff which will feed new algal and vegetative growth. However, water levels are currently too low to flush out these nutrients and algal mats. Weather conditions are optimal for algal growth so I expect rapid blooms to start forming. Continued phosphate abatement treatments now will stifle these conditions to some degree.
More rain will also saturate the exposed banks and encourage terrestrial weed growth until they are covered by water. We typically do not fully treat these as they can offer soil stabilization and will drown when covered with water. Aquatic weeds will continue to be targeted as water returns to the ponds.

I've been expecting conditions like today for some time. Growing season is in full swing and is here to stay for three more months. We've had it good for the past few months, so it will be good for our techs to finally get into gear.
Water levels are starting to rise and drown terrestrial weeds, though this will give more room for aquatic weeds to spread. Most are still minimal for now and can be managed with standard treatment. Lilies will be receiving specialized treatments for the next several services until density decreases and foliar treatments can resume.
Algal growth will likely increase as rainfall becomes more frequent. Until ponds reach max level, algae will linger even if it is decayed. Continued use of nutrient abatement will help keep this growth managed.

RECOMMENDATIONS

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

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

Continue to apply treatment to overgrown littoral areas.

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

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

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA

STEADFAST ENVIRONMENTAL

Avalon Groves CDD

Sawgrass Bay Blvd, Clermont

Gate Code:

Avalon Groves CDD

Ponds/Stormwater System

Entry #	Date Created	Name	Address	Message	Response	Resolution / Date
272	2026-06-12	O'Halloran	17861 Blazing Star Circle	The CDD Maintained Drainage Control Structure in Palms At Seranoa at the east end of Bay Cedar Way (intersection of Blazing Star Circle & Bay Cedar Way) once again has significant vegetation over-growth. This was addressed once last year after I sent an email to request the structure be maintained. The effort took several months to actually be completed due investigation to confirm ownership & maintenance responsibility of the structure; CDD vs. HOA. Please do not repeat the same effort; maintain the structure owned by AVG CDD to be clear of vegetation to ensure performance. Please see the two attached pictures. Also, please ensure the CDD landscape contractor (I think Down To Earth or may Prince and Sons??) understands & maintains the structure. Thank you, Mark O'Halloran	6/15 DM email: Thank you for bringing this to our attention. This will be addressed this week and cleaned up.	16-Jun

EXHIBIT 3

ESTIMATE

Steadfast Alliance
Suite 102
San Antonio FL 33576 US

DATE	DUE	ESTIMATE #
6/16/2026	7/16/2026	

BILL TO
Avalon Groves CDD
c/o Vesta Property Services
250 International Pkwy, Suite 208
Lake Mary FL 32746

SHIP TO
Sawgrass Bay Blvd
Clermont FL 34714

DESCRIPTION	QTY	RATE	AMOUNT
Pond bank cleanup of ponds 42 and 43 at Avalon Groves CDD. Scope of work to include: - Removal of decayed and overgrown vegetation from the pond banks (mainly primrose). - Material to be flush-cut via hand tools. - All removed material will be disposed of off-site. - Any low-lying growth between the high water mark and current water line will be string trimmed.	1.00	6,360.00	6,360.00

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

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

TOTAL **6,360.00**

Accepted this _____ day of _____, 20_____.

Signature: _____

Printed Name and Title: _____

Representing (Name of Firm): _____

WALK-ON
EXHIBIT A

Avalon Groves Community Development District
May 2026 Landscape Report

- 5/4-5/8 Mowed, string trimmed, edged, blown all CDD Property. Sprayed bed weeds in section 1. Removed litter, advertising signs along CDD property. Starting to see plant material show signs of recovery.
- 5/11-5/15 Mowed, string trimmed, edged, blown all CDD Property. Sprayed bed weeds in section 2. Removed litter, advertising signs along CDD property.
- 5/18-5/22 Mowed, string trimmed, edged, blown all CDD Property. Sprayed bed weeds in section 3. Removed litter, advertising signs along CDD property.
- 5/25-5/29 Mowed, string trimmed, edged, blown all CDD Property. Sprayed bed weeds in section 1. Removed litter, advertising signs
along CDD property.

Areas that were being serviced by neighboring property have been returned to our scope. Drought conditions were kept from causing any permanent damage. Plant materials along fence line of Village 3 have reached fence height and will be maintained at fence height unless otherwise directed by the Board.

Sawgrass Bay Blvd
Clermont FL 34714
United States
Jun 9, 2026 at 2:03:22 PM

Sawgrass Bay Blvd
Clermont FL 34714
United States
Jun 9, 2026 at 2:03:16 PM

Sawgrass Bay Blvd
Clermont FL 34714
United States
Jun 9, 2025 at 2:01:59 PM

Dear Residents,

We would like to provide an important update regarding current landscape conditions throughout the community.

The area is currently experiencing drought conditions, and irrigation is strictly limited to two watering days per week in accordance with local water restrictions. We are required to adhere to this schedule without exception.

As a result of ongoing heat and limited rainfall, many turf areas are beginning to show signs of drought stress, particularly those exposed to direct sunlight. This is consistent with seasonal conditions under reduced irrigation allowances.

We kindly encourage residents, where possible, to assist by hand-watering stressed areas during the late afternoon or early evening hours. Supplemental watering, even in limited amounts, may help reduce visible stress during this period.

Additionally, beginning next week, our maintenance crews will implement spot mowing in select areas and possibly deferring mowing property wide. This approach is intended to minimize additional stress on turf and help prevent potential burn marks on drought-affected areas. This proper horticulture practice will allow our teams to focus more on detail work instead.

We appreciate your understanding and cooperation as we continue to maintain the community under these environmental and regulatory conditions.

Sincerely,

Down To Earth
Landscape & Irrigation

Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: Village 3

Date: May 7, 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: 100

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	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: None

Additional Comments:

Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: 2

Date: May 7, 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: 100

Run Days: tuesday,friday

Program Name: B

Start Time: 8 p.m.

Seasonal Adjustment: 100

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	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

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	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

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	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

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	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

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	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

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	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

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	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: None

Additional Comments:

Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: Edgemont

Date: May 7, 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: 150

Run Days: 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	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

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	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*	*No repair items available*

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	*No repair items available*	*No repair items available*

Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: None

Additional Comments:

EXHIBIT 4

Avalon Groves CDD

Landscape

Entry #	Date Created	Name	Address	Message	Response	Resolution / Date
269	2026-06-06 11:42:33	Rubino	2528 alligator flag ct	Landscaping company continues to neglect upkeep/cutting of the area in between owner and conservation property. Area behind our homes has not been trimmed in months. It appears the only time clean up occurs is when residents complain. This is not acceptable!	Board approved Vlg 2 & Vlg 3 conservation perimeter cutbacks to begin wk of 6/22 - DM to confirm will address this location	

WALK-ON
EXHIBIT B

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

Estimate: #150896

Customer Address	Billing Address	Physical Job Address
Shirley Conley , sconley@vestapropertyservices.com	Kyle Darin Vesta Property Services 13810 Sutton Park Drive North Jacksonville, FL 32224	Avalon Groves CDD 17555 Sawgrass Bay Blvd. Clermont, FL 34714

Job	Estimated Job Start Date	Proposed By	Due Date
Pond 15 Animal Damage	July 13, 2026	Justin Sarka	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Bahia Sod	Square Foot	800	$1.23	$984.00
			Subtotal	**$984.00**
			Estimated Tax	$0.00
			Job Total	**$984.00**

Scope of Work;

- Install Bahia where wild life has torn up pond bank.

Proposed By:

Justin Sarka
Down to Earth

06/18/2026
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 & Conditions at https://dtelandscape.com/terms-and-conditions/.

WALK-ON
EXHIBIT C

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

Estimate: #150897

Customer Address	Billing Address	Physical Job Address
Shirley Conley , sconley@vestapropertyservices.com	Kyle Darin Vesta Property Services 13810 Sutton Park Drive North Jacksonville, FL 32224	Avalon Groves CDD 17555 Sawgrass Bay Blvd. Clermont, FL 34714

Job	Estimated Job Start Date	Proposed By	Due Date
Village 3 Replacements	July 13, 2026	Justin Sarka	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep				$845.00
Pine Bark Mulch	Cubic Yard	5	$64.00	$320.00
Irrigation Labor (E)	Each	1	$85.00	$85.00
Palm Pygmy Date	30 Gallon Plant	2	$366.68	$733.35
Dwarf Oleander	3 Gallon Plant	16	$23.60	$377.60
			Subtotal	**$2,360.95**
			Estimated Tax	$0.00
			Job Total	**$2,360.95**

Scope of Work;

- Replace Palms that did not completely recover.
- Replace dwarf Oleander that did not recover.

Proposed By:

Justin Sarka
Down to Earth

Date

Agreed & Accepted By:

Avalon Groves CDD

Date

DRAFT

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

EXHIBIT 5

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

251-248

*Connection Fees & Charges

Meter Fee	$425.72
Main Extension Charge	
Plant Capacity Charge	
Construction Fee	$3,000.00
AFPI Fee	
Total Due	$3,425.72

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	Billing Address	Physical Job Address
Shirley Conley , sconley@vestapropertyservices.com	Kyle Darin Vesta Property Services 13810 Sutton Park Drive North Jacksonville, FL 32224	Avalon Groves CDD 17555 Sawgrass Bay Blvd. Clermont, FL 34714

Job	Estimated Job Start Date	Proposed By	Due Date
Irrigation Zone Rebuild by Blazing Star lift station	March 23, 2026	Bismark Quiles	

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

Opportunity Description

This opportunity is to rebuild the irrigation zone located by the lift station on Palm Seranoa. The existing zone will be removed from the Palm Seranoa irrigation system and reconnected to the CDD meter. Once reconnected, we will rebuild the entire zone to properly irrigate the hedge line.

Proposed By:

Bismark Quiles
Down to Earth

03/11/2026
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 & 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	Billing Address	Physical Job Address
Shirley Conley , sconley@vestapropertyservices.com	Kyle Darin Vesta Property Services 13810 Sutton Park Drive North Jacksonville, FL 32224	Avalon Groves CDD 17555 Sawgrass Bay Blvd. Clermont, FL 34714

Job	Estimated Job Start Date	Proposed By	Due Date
Lift Station On Blazing Star Bed Fill	January 26, 2026	Justin Sarka	

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 01/21/2026
Down to Earth 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 & Conditions at https://dtelandscape.com/terms-and-conditions/.

EXHIBIT 6

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

AVALON GROVE

- Miscellaneous Signs.
  - Removed a handful of signs on CDD property.
- Playground.
  - Removed old, damaged drum set from playground.
    - Installed new drum set.
    - Upon recent inspection drum set has been damaged again. It will be repaired and installed on 6/25.
    - Equipment inspected for any loose hardware.
  - Mulch barrier spikes hammered down if needed.
- Edgemont Playground Gate.
  - Hinges have been installed.
- Bench Replacements.
  - 2 have been removed due to spacing issues.
  - New benches will be fulling installed in place on 6/25
- Conservation Signs.
  - Replacing signs and post as needed around conservation boarders.
- Fountain Timmer.
  - Has been set to turn off at 9pm.

Greenspace near Playground

Street Repairs in Edgemont

AVALON GROVE

Edgemont Entrance

Edgemont Entrance

Pond 3

Pond 20

Pond 65 - 21

Sawgrass Bay Blvd Islands.

Basswood Circle Park.

Goldcrest Loop Tot Lot

Pond 46

Pond 45

Pond 44

Current Lights

150-300 Lumens Black LED High-Low Rectangular Outdoor Solar Wall Wash Spotlight with Adjustable Lamp Head (2-Pack)

by **Hampton Bay**

★★★★½ (94)

- Durable, weather-resistant, metal construction
- Option to select 150 or 300 Lumens of warm LED white light
- Automatically provides dusk-to-dawn lighting; no wiring needed

Pack Size: **2**

1 | **2** | 6 | 10

$119.94 /set

Pickup at St Pete | Delivering to 33706

Ship to Store
Jun 23 - Jun 26
10 ready to ship
FREE

Delivery
Sat, Jun 20
10 available
FREE

Check Nearby Stores | Delivery Details

− 1 +

Add to Cart

View Full Product Details

10W Solar LED Billboard Uplight

$329.99

20W Solar LED Billboard Uplight

★★★★★ 1 review

$449.99

1600LM Solar Billboard Sign Light

$309.99

100W Solar LED Billboard Uplight

$619.99

Solar 40W Power Source with Built-in Rechargeable Battery

$899.99

THANK YOU

Michael Bush

Mbush@VESTAPROPERTSERVICES.COM

Avalon Groves CDD

Field Operations

Entry #	Date Create	Name	Address	Message	Response	Resolution / Date
270	2026-06-08 14:06:16	DEVANEY	17656 SAW PALMETTO AVE	We have concerns about the slope erosion behind our property. Taking a proactive approach we would like to have this checked. Have reached out David Landry with the hoa and he directed us to cdd. Thank you for your attention to this matter	6/8 DM email: Thank you for the note. I have reached out to our District Engineer to take a look at this and give us a report.	
268	2026-06-06	O'Halloran	17861 Blazing Star Circle, Clermont FL 34714	There is trash from what looks like was a homeless person(s) in the CDD property located just north of the end of Myrtle Oak Circle in Palms of Seranoa. Specifically, the trash is approximately 20 yards north of the dog park. We have pics, but can't determine how to attach. This is the same trash on CDD land communicated to the CDD via Jasmine Correa in February. Due to the lack of attention, there is now considerable grass/weeds growing around the trash. If you need assistance locating the trash, I'm happy to assist. Thank you, Mark O'Halloran	6/8 FM to remove when next on site	
258	2026-04-24	April	3680 Paragon Lane Clermont Florida 34714	Gate on playground enclosure broken, it appears the hinge on the left side gate, as you face it has a top portion on the hinge broken off and bottom portion has bent. Found when I was walking my dog this a.m.	5/20: The gate was assessed by our Field Manager and a part ordered. Once it's delivered he'll get the gate repair scheduled.	

Avalon Groves CDD

Streetlights

Entry #	Date Create	Name	Message	Response	Resolution /
No new requests submitted since 5/19/2026					
63	2026-04-19	Mastrangeli	The following two streetlights are out in Village #1 Pole #127 on Butterfly Pea Ct Pole #105 on Basswood Lane		
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	
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 4/21 vendor email: "Contractor was able to access and inspect all of the reported lights. We're now moving forward with the next steps to address the identified issues and get everything resolved."	
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 4/21 vendor email: "Contractor was able to access and inspect all of the reported lights. We're now moving forward with the next steps to address the identified issues and get everything resolved."	
54	2026-02-17	Ceri	17395 Saw Palmetto Ave - Not working - Hanging/Detached Component	Under Investigation – Update Pending #79 4/21 vendor email: "Contractor was able to access and inspect all of the reported lights. We're now moving forward with the next steps to address the identified issues and get everything resolved."	

Avalon Groves CDD

Streetlights

Entry #	Date Create	Name	Message	Response	Resolution /
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 4/21 vendor email: "Contractor was able to access and inspect all of the reported lights. We're now moving forward with the next steps to address the identified issues and get everything resolved."	
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 Reported again 2026-05-02 2026-05-12 2026-05-19	Borges Glanton Borges 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 4/21 vendor email: "Contractor was able to access and inspect all of the reported lights. We're now moving forward with the next steps to address the identified issues and get everything resolved."	

Avalon Groves CDD

Hog Activity Reports

Entry #	Date Create	Name	Location	Message
No new reports submitted since 5/31/2026				

Avalon Groves Hog Trapping Update

Swine Solutions, FL

April 2024 – December 2024 – **36**

January 2025 – **0**

February 2025 – **0**

March 2025 - **2**

April 2025 - **21**

May 2025 - **6**

April 2025 – December 2025 – **45**

- June 2025 – **2**
- July 2025 – **1**
- August 2025 – **0**
- September 2025 – **2**
- October 2025 – **4**
- November 2025 – **3**
- December 2025 – **6**

January 2026 – **0**

February 2026 – **0**

March 2026 – **1**

April 2026 – **0**

May 2026 – **6**

Good evening we caught six total for the month of may. All with the dogs. There hasn't been any activity at the trap sites. I believe it's been to dry and they are stay deep in the woods by water. While on site walking the cypress swamps. There is hardly any water in them

Thomas Sewell
6/16/2026

EXHIBIT 7

MINUTES OF MEETING

AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District was held on Thursday, May 28, 2026 at 10:00 a.m., at the Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714. The actions taken are summarized as follows:

FIRST ORDER OF BUSINESS: ROLL CALL

Mr. Beckett called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Carl Weston (S1)	Board Supervisor, Vice Chair
John Holden (S2)	Board Supervisor, Assistant Secretary
Gabriel Ruperez (S3)	Board Supervisor, Assistant Secretary
Robert Wolski (S4)	Board Supervisor, Assistant Secretary
Eugene Mastrangeli (S5)	Board Supervisor, Chair

Also present were:

Heath Beckett	District Manager, Vesta District Services
Michael Bush	Field Manager, Vesta District Services
Jere Earlywine	District Counsel, Kutak Rock LLP
Greg Woodcock	District Engineer, Stantec *(Virtually)*
Justin Sarka	Account Manager, Down to Earth Landscape & Irrigation
Matt Goldrick	Steadfast Environmental

SECOND ORDER OF BUSINESS: AUDIENCE COMMENTS – AGENDA ITEMS *(Limited to 3 minutes per individual for agenda items)*

There being none, the next item followed.

THIRD ORDER OF BUSINESS: OPERATIONS AND MAINTENANCE

A. Community Managers

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

a. Discussion on Posting "No Trespassing" Signs at Edgemont/Serenoa

Trespassing and signage concerns were discussed at Edgemont, Palms at Serenoa and Sky Flower Court. Board consensus was to coordinate a license agreement with the HOA and POA to install, maintain and enforce "No Trespassing" signs on District property.

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

B. District Engineer – *Greg Woodcock, Stantec*

Mr. Woodcock advised that he is working on some Operation & Maintenance inspections required under the St. John's River Water Management District resource permits which will be presented at the next meeting and responded to Supervisor Holden's questions regarding a pipe located in Palms at Serenoa.

C. EXHIBIT 1: Aquatic Maintenance Report – *Steadfast Environmental*

Mr. Goldrick presented the Aquatic Maintenance Report. He noted the improvement since the previous week's rain events. Ponds 17 and 25 were discussed – a new treatment will be tested on pond 17. Rain events will result in grasses regrowing around the ponds. He advised that the pipe Supervisor Holden identified was unconnected construction debris.

Supervisors discussed concerns with resident encroachment into the wetlands and directed staff to distribute to the HOA and POA educational materials regarding prohibited activities in the conservation areas and liability for restitution costs if the District is required to restore the area to its original, natural state.

The turbidity barrier in pond 19 will be removed. Mr. Goldrick will inspect ponds 42 and 43 to identify the vegetation.

1. Presentation of Pond Requests – *None outstanding*

D. EXHIBIT 2: Landscape Maintenance Report – *Justin Sarka, Down To Earth*

Mr. Sarka presented the Landscape Maintenance Report. He noted that plants appear to have bounced back since the freeze and did not proposal any plant replacements at this time. The irrigation portion of the playground project was completed and mulch is to be scheduled. He clarified pictures in his report were of completed projects and it appears that KB's landscape vendor has stopped servicing the corner of the Pacific Ace development.

Mr. Sarka was asked to ensure the pond banks along 42 and 43 were being mowed, now that the water levels are allowing access. He was asked to evaluate the palm trees at the roundabout which do not appear to be thriving. He confirmed that Bahia is on a different mowing schedule than St. Augustine.

Discussion followed on concerns regarding erosion in Edgemont and irrigation reporting. Mr. Bush was asked to confirm repairs were completed.

Supervisor Holden requested titles for the photos be included on the landscape reports, and raised concerns regarding trespassing on private property and invasive vines in the conservation area.

1. Presentation of Landscape Requests

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2. Consideration of Down To Earth Proposals

a. EXHIBIT 3: #148612 – Village 1 Conservation Perimeter Cutback - $8,580.00

This item was deferred until the August meeting.

b. EXHIBIT 4: #148616 – Village 2 Conservation Perimeter Cutback - $4,555.00

c. EXHIBIT 5: #148617 – Village 3 Conservation Perimeter Cutback - $8,405.00

On a MOTION by Supervisor Mastrangeli, SECONDED by Supervisor Ruperez, OPPOSED by Supervisor Holden, the Board approved Down To Earth proposals #148616 and 148617 for Village 2 ($4,555.00) and Village 3 ($8,405.00) conservation perimeter cutbacks in a total amount of $12,960.00 for Avalon Groves Community Development District.

E. EXHIBIT 6: Field Operations – *Michael Bush, Vesta District Services*

Mr. Bush reviewed the Field Operations Report and responded to Supervisor questions

1. Presentation of Field Requests

2. Presentation of Streetlight Requests

Supervisor Mastrangeli provided an update on communications with the vendor and acknowledged residents' frustrations at the vendor's ongoing failure to address maintenance requests. Mr. Earlywine relayed that Avalon Groves is not the only District dealing with response issues with the original vendor, and he will schedule a meeting to include the Chairman, as the Board liaison, and his office's litigator to discuss recommendations. Supervisor Mastrangeli requested this item be prioritized more aggressively. Mr. Earlywine added that a legal dispute between the original vendor and their finance company, along with communications and services issues from their maintenance subcontractor are likely contributing to the delayed responsiveness to client requests.

3. Presentation of Hog Activity Report

4. EXHIBIT 7: Consideration of Pressure Washing Proposals *[HARDSCAPE REPAIRS & MAINT* / Encumber *FIELD CONTINGENCY]*

a. American Pressure Washing #725 - $16,000.00

b. Outdoor Ninja #224 - $10,800.00

~~c. Mighty Clean~~

d. Platinum Exterior Services #1606 - $16,028.56

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e. Splash and Dash #26-026 - $32,182.00 (Plus $625 for Equipment Soft Wash Option)

f. Tampa SWAP #26-027 - $28,000.00

Supervisors discussed the proposals and scope.

On a MOTION by Supervisor Ruperez, SECONDED by Supervisor Wolski, OPPOSED by Supervisor Holden, the Board approved Platinum Exterior Services proposal #1606 for a three-year pressure washing agreement in the amount of $16,028.56/year, for Avalon Groves Community Development District.

Supervisor Holden expressed concerns about construction debris negating the pressure washing results.

F. District Counsel – *Jere Earlywine, Kutak Rock*

1. EXHIBIT 8: Adoption of **Resolution 2026-06, Declaring 2022 Project Complete** *(Assessment Area Four - Edgemont)*

Mr. Earlywine explained the purposes of declaring the project complete and responded to Supervisor questions.

On a MOTION by Supervisor Holden, SECONDED by Supervisor Ruperez, WITH ALL IN FAVOR, the Board approved the adoption of **Resolution 2026-06, Declaring 2022 Project (Assessment Area Four - Edgemont) Complete**, for Avalon Groves Community Development District.

Supervisor Ruperez requested staff ensure the vendor had the correct map for the pressure washing scope.

Supervisor Holden raised the matter of missing and non-functional monument lighting and potential responsibility for repair costs. Due to lack of evidence regarding cause or timing of damage, no action was taken. Staff were directed to obtain cost estimates for repair and replacement options.

G. District Manager – *Heath Beckett, Vesta District Services*

1. EXHIBIT 9: Adoption of **Resolution 2026-07, Approving Proposed FY 2027 Budget and Setting Public Hearing (August 20, 2026 - 6 p.m.)**

➢ Proposed FY 2027 Budget

The proposed budget contemplates no increase in assessments for FY 2027.

On a MOTION by Supervisor Holden, SECONDED by Supervisor Weston, WITH ALL IN FAVOR, the Board approved adoption of **Resolution 2026-07, Approving Proposed FY 2027 Budget and Setting Public Hearing (August 20, 2026 - 6 p.m.)**, for Avalon Groves Community Development District.

2. Update on Edgemont Fence Conveyance/Disposal

Mr. Beckett reported on the conveyance documents received.

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FOURTH ORDER OF BUSINESS: CONSENT AGENDA

Supervisor Weston left the meeting at 11:59 a.m.

A. EXHIBIT 10: Approval of the Minutes of the Board of Supervisors Regular Meeting Held ~~March 26, 2026~~ April 23, 206

B. EXHIBIT 11: Acceptance of the Minutes of the Board of Supervisors Workshop Held ~~April 9, 2026~~ May 14, 2026

C. EXHIBIT 12: Acceptance of the ~~March~~ April 2026 Unaudited Financial Report

D. EXHIBIT 13: Acceptance of Lake County Supervisor of Elections Qualified Elector Count as of April 15, 2026 – 2,472

On a MOTION by Supervisor Holden, SECONDED by Supervisor Wolski, WITH ALL IN FAVOR, the Board approved Consent Agenda – items A-D as corrected, for Avalon Groves Community Development District.

FIFTH ORDER OF BUSINESS: LIAISON REPORTS

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

1. EXHIBIT 14: Review of Landscape Scoresheets

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

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

D. Finance – *Gene Mastrangeli/Robert Wolski*

Supervisor Holden asked the Board consider transferring unexpended funds to a reserve fund. Mr. Beckett advised that a budget amendment would be required to do so. Supervisor Mastrangeli reiterated the budget workshop discussion where the Board recommended reviewing major repair projects at the end of the current fiscal year and prioritizing funds for them rather than deferring to the next year.

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

Supervisor Holden requested a labeling policy to identify documents.

A. Next Workshop Agenda Items

- Discussion on projects – Supervisors to submit projects to the administrator by noon on June 4, 2026, for inclusion in the workshop agenda.

B. Next Meeting Agenda Items

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

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Comments were made on the HOA signs for Palms of Serenoa, the mowed area at Edgemont not being an erosion concern, but historically has vegetation regrowth once the rains return, Muscadine grape vine being incorrectly identified as Kudzu, meeting time usage, and vendors use of private property as an access easement.

EIGHTH ORDER OF BUSINESS: NEXT WORKSHOP ATTENDANCE CHECK

The next *Avalon Groves Community Development District workshop is scheduled for 10 a.m. on June 11, 2026 at Palms at Serenoa Clubhouse, 17244 Bay Cedar Way, Clermont, Florida 34714.*

NINTH ORDER OF BUSINESS: NEXT MEETING QUORUM CHECK

The next Avalon Groves Community Development District meeting is scheduled for 10 a.m. on June 25, 2026 at Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714.

Supervisors were advised that another event at the Amenity Center requires District business to be completed by noon.

Quorum for the next meeting was confirmed.

TENTH ORDER OF BUSINESS: EXHIBIT 15: ACTION ITEMS SUMMARY

District Manager

- Draft email to send out through the HOA and POA about education of the wetlands/conservation areas. Not dumping in the wetlands/conservation area and not disturbing the wetland/conservation area
- Post notice on website re: working diligently with the contractor and DC to get the lights fixed.
- Follow up with Greg on the sign off on Edgemont
- Send note to supervisors for their project list

Field Manager

- Lighting quotes for up lights at the monuments with an analysis of what is missing on the monuments
- Confirm whether Down To Earth does lighting or rust control
- Advise vendors there is not an access easement at 17744 Passion Flower

ELEVENTH ORDER OF BUSINESS: ADJOURNMENT

On a MOTION by Supervisor Holden, SECONDED by Supervisor Ruperez, WITH ALL IN FAVOR, the Board adjourned the meeting at 12:16 p.m., for Avalon Groves Community Development District.

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

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Meeting Minutes were approved by vote of the Board of Supervisors at a publicly noticed meeting held on June 25, 2026.

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Heath Beckett, Assistant Secretary

Eugene Mastrangeli, Chair

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EXHIBIT 8

MINUTES OF WORKSHOP

AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT

A workshop of the Board of Supervisors of the Avalon Groves Community Development District was held on Thursday, June 11, 2026, at 10:00 a.m., at the Palms at Serenoa Clubhouse, 17244 Bay Cedar Way, Clermont, FL 34714. No decisions were made, nor action taken, on behalf of the CDD at this workshop.

FIRST ORDER OF BUSINESS: ATTENDANCE

Present were:

Carl Weston (S1)	Board Supervisor, Vice Chair
John Holden (S2)	Board Supervisor, Assistant Secretary
Gabriel Ruperez (S3)	Board Supervisor, Assistant Secretary
Robert Wolski (S4)	Board Supervisor, Assistant Secretary
Eugene Mastrangeli (S5)	Board Supervisor, Chair

SECOND ORDER OF BUSINESS: SELECTION OF WORKSHOP SECRETARY

Supervisor Weston had accepted the role of secretary, and minutes would be prepared by the administrator.

THIRD ORDER OF BUSINESS: AUDIENCE COMMENTS

Sam Jones (17682 Blazing Star Circle) expressed appreciation for the agenda packet. He emphasized the need to allow open commentary, noting the absence of a three-minute speaking restriction. Mr. Jones' participation and confirmation that the workshop format allowed for full discussion were acknowledged.

Mr. Jones commented on water lilies in the stormwater ponds, and requested decisions on their removal not be driven by aesthetic complaints from residents. He highlighted a natural wetland near Edgemont that is nearly 90% covered in lilies and functioning well hydrologically. To preemptively address potential future complaints, Mr. Jones prepared an informational sheet outlining key points for the Board to consider when evaluating lily pad management.

Jack Malonky (3777 Myrtle Oak Ct.) shared concerns regarding algae blooms and lily overgrowth in pond 2 and partial removal of lily pads and redistribution to other ponds to restore aesthetic balance. He acknowledged ongoing treatments were occurring, but hot weather and seasonal variation impact the regrowth within the treated areas.

Supervisor Wolski clarified that the District uses a professional pond management firm that treats the ponds for algae and invasives as needed, with summary reports included in the meeting agendas. The Board agreed to include a discussion on pond health on the June 25th regular meeting agenda, when the pond manager should be available to provide a detailed update.

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A broader discussion followed about educating residents on the function of retention ponds versus natural lakes. Mr. Malonky admitted initially believing the ponds were lakefront property but later came to understand that they are stormwater infrastructure, subject to fluctuating water levels, temperature, and nutrient cycles. The Board acknowledged the need for improved community education to align resident expectations with environmental realities.

FOURTH ORDER OF BUSINESS: DISCUSSION ITEMS

A. EXHIBIT 1: Review of Field Requests

A Supervisor reported increased sightings of wild hogs, citing migration trends from the nearby Cassidy area. The District's hog trapping vendor is being proactive through utilizing cameras and tracking to monitor hog movements. Given the seasonal conditions, heightened activity was expected over the coming months, and the vendor's team remains vigilant in response efforts.

Pending field requests were reviewed, noting delays in addressing some cases since April. Ticket 259 was confirmed resolved but not updated in the system. Concerns were raised about the lack of timely feedback to residents which creates frustration and transparency issues.

Supervisor Mastrangeli relayed that Vesta is working on a new interactive request system, with the District selected as one of the beta test sites due to its high volume of service requests. This platform would allow property owners to submit, track, and receive responses to service requests in real time. The Board expressed strong support for this upgrade to improve accountability and responsiveness.

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

Concerns were raised regarding inconsistent landscape maintenance, particularly mowing frequency and scope of work. Mr. Sarka and Supervisor Weston had conducted a drive-by assessment and noted that Village One lacked continuity in sidewalk-side plantings. Discussion followed on whether bare spots should be replanted or left as-is for cost efficiency. Another area near pond 42, facing east, was observed to be unmowed and overgrown, creating a natural valley-like appearance. While visually harmonious with the wetlands beyond the pond, trimming near the street was recommended to maintain access for pond maintenance.

Supervisor Weston also discussed landscaping contract discrepancies. The current contract with Down To Earth expires in September 2026, with automatic annual renewal unless action is taken. The Board noted significant gaps between contracted services and actual performance. Supervisor Weston stressed the need to redefine expectations and establish clear, measurable service frequencies.

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The landscape inspection sheet, used by the landscape liaisons, was identified as a key tool for enforcement. Consensus was that inspections should be conducted in accordance with specific contract clauses to ensure accountability.

A specific area of concern was the strip of common area bordering the conservation area across from 17290 Blazing Star Circle, which belongs to the HOA. Mowing responsibilities falling under Yellowbird's contract, and a concern was raised regarding encroachment beyond original property lines. A GIS map review and potential cost estimate for corrective cutting would be needed.

Supervisor Holden criticized the current irrigation report as overly complex-60 pages long and largely unhelpful.

A discussion arose about the Alton Serenoa section. Residents are reporting dead palms on private property, not maintained by the District. The Board considered whether legal action could compel better maintenance.

C. Amenities and Infrastructure – *John Holden/Gene Mastrangeli*

Supervisors discussed street lighting maintenance. The Board has issued a breach of contract letter to the lighting contractor due to unaddressed outages. The contractor had thirty days to respond and had recently resumed work, indicating their awareness of the issue; however, broader systemic problems were identified. Supervisors noted that the separate lease and billing of the Palms of Serenoa HOA streetlight appears to cause confusion and inefficiencies. They discussed billing errors and technical issues included grounding problems causing premature burnout of lights. The lights are designed to dim when inactive and brighten upon motion detection (20-25 seconds), but inconsistent grounding has affected reliability of this feature. The Board emphasized the need for the contractor to resolve these issues promptly.

D. Public Safety – *Carl Weston/Robert Wolski*

Mr. Wolski reported that the school zone lights were operational; however, traffic violations remain common, with drivers ignoring stop signs and red lights. While increased police patrols appear to be effective, a recent near-accident at a signalized intersection underscores the need for clear signage and driver awareness.

E. Finance – *Gene Mastrangeli/Robert Wolski*

Based on the most recent financial report, Mr. Wolski indicated the District had a strong budget performance through April, with May spending being on track as well. The proposed DY 2027 budget included no assessment increases for a second consecutive year, which is a notable achievement for a development recently turned over to residents.

F. Other Items

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1. EXHIBIT 2: Discussion on Capital Improvement Projects (5/28 Meeting Request)

a. EXHIBIT 3: Discussion on Village 1 Tot Lot Shade *(Mastrangeli)*

With $110,000 in surplus funds (out of a $2 million budget), the Board discussed allocating reserves to capital projects. It was emphasized that reserves should be maintained for emergencies, especially with hurricane season approaching. However, some funds could be used for high-priority improvements.

A list of proposed projects was discussed, including:

- Replacing dead trees
- Replenishing monument lighting (original cost estimate: $50,000; revised estimate: $10,000)
- Installing shade structures over playgrounds (cost: $45,000-$50,000)
- Irrigation system repairs
- Pond aerators

Supervisors discussed whether funds should be used for enhancements or to restore existing infrastructure to original condition, and obligations for improvements such as adding a shade structure at the playground.

It was questioned why some resident-requested projects were not included on the agenda, and what factors influenced agenda setting.

Supervisors agreed to create a master list of all capital projects, including cost estimates and prioritization (A, B, C). This list would be reviewed at the next workshop to guide spending decisions, with the goal of ensuring resident input and equitable consideration of all proposals.

No-trespassing signage at Skyview was discussed. The Board had previously approved the installation of a sign by the Palms at Serenoa HOA, and a second sign on CDD property at the Lake-Orange County border had been requested by the Palms at Serenoa HOA. Legal counsel advice on signage was reviewed - a license agreement would be required. Although initial documents were prepared, Supervisor Holden contested the persisted authority and process for allowing the Palms at Serenoa HOA to add additional no-trespassing signage. The Board emphasized that the HOA could not restrict access to District-managed common areas, and signage must clearly reflect jurisdictional boundaries.

Discussion followed on the upcoming General Election scheduled for November 3, 2026; Supervisors will be elected to fill seats 3, 4, and 5. Supervisor Ruperez advised he is not seeking re-election. Supervisor Wolski, Supervisor Mastrangeli, Mr. Jones, Mr. Donahue, and Mr. Wagner had submitted qualifying candidate

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documentation with the Lake County Supervisor of Elections. The Board encouraged community engagement in the election process.

Frustration was expressed regarding unacknowledged communication with management and whether action on the communication was taken. It was reiterated that residents and Supervisors should use email as the formal channel of communication to ensure documentation and follow-up.

FIFTH ORDER OF BUSINESS: NEXT MEETING ANNOUNCEMENTS

The next Avalon Groves Community Development District meeting is scheduled for 10 a.m. on June 25, 2026 at Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714.

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

SIXTH ORDER OF BUSINESS: ADJOURNMENT

The workshop was adjourned.

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

Workshop Minutes were accepted by vote of the Board of Supervisors at a publicly noticed meeting held on June 25, 2026.

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Heath Beckett, Assistant Secretary Eugene Mastrangeli, Chair

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EXHIBIT 9

Avalon Groves
Community Development District

Financial Statements
(Unaudited)

May 31, 2026

Avalon Groves CDD
Balance Sheet
May 31, 2026

		General Fund	Debt Service 2017	Debt Service 2017 A-1	Debt Service 2019	Debt Service 2021 Ph 3/4	Debt Service 2021	Debt Service 2022	TOTAL
1	**ASSETS**								
2	Operating Account	$ 1,022,596	$ -	$ 20.00	$ -	$ -	$ -	$ -	1,022,616
3	Trust Accounts:								
4	Revenue Fund	-	72,172	225,763	181,106	63,427	114,265	51,846	708,578
5	Interest Fund	-	18	54	20	17	30	42	181
6	Reserve Fund	-	207,635	614,534	105,923	19,425	169,200	12,944	1,129,662
7	Prepayment Fund	-	19	15,011	1,633	-	256	-	16,918
8	Sinking Fund	-	13	38	59	31	35	29	205
9	Principal	-	-	-	107	23	-	-	130
10	Cost Of Issuance	-	-	-	-	-	-	(1)	(1)
11	Bond Redemption	-	-	-	54	-	0	-	54
12	Acquisition & Construction	-	0	1	19,703	5	93,953	30,949	144,611
13	Accounts Receivable	-	-	-	-	-	-	-	-
14	On-Roll Assessments Receivable	39,552	5,105	15,003	6,301	5,787	10,082	3,856	85,686
15	Due From Other Funds	-	970	2,850	1,197	1,099	1,915	733	8,765
16	Undeposited Funds	-	-	-	-	-	-	-	-
17	Prepaid Expenses	-	-	-	-	-	-	-	-
18	Deposits	541	-	-	-	-	-	-	541
19	**TOTAL ASSETS**	**1,062,689**	**285,932**	**873,273**	**316,102**	**89,814**	**389,737**	**100,399**	**3,117,946**
20	**LIABILITIES**								
21	Accounts Payable	17,380	-	-	-	-	-	-	17,380
22	On-Roll Deferred Revenue	39,552	5,105	15,003	6,301	5,787	10,082	3,856	85,686
23	Accrued Expenses	-	-	-	-	-	-	-	-
24	Due To Other Funds	8,765	-	-	-	-	-	-	8,765
25	**TOTAL LIABILITIES**	**65,697**	**5,105**	**15,003**	**6,301**	**5,787**	**10,082**	**3,856**	**111,830**
26	**FUND BALANCE**								
27	Nonspendable								
28	Prepaid & Deposits	-	-	-	-	-	-	-	-
29	Capital Reserves	-	-	-	-	-	-	-	-
30	Operating Capital	220,425	-	-	-	-	-	-	220,425
31	Unassigned	776,567	280,827	858,271	309,801	84,027	379,655	96,542	2,785,691
32	**TOTAL FUND BALANCE**	**996,992**	**280,827**	**858,271**	**309,801**	**84,027**	**379,655**	**96,542**	**3,006,116**
33	**TOTAL LIABILITIES & FUND BALANCE**	**1,062,689**	**285,932**	**873,273**	**316,102**	**89,814**	**389,737**	**100,399**	**3,117,946**

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

		FY 2026 Adopted Budget	FY 2026 Month of May	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
1	**REVENUES**					
2	Special Assessment	$ 1,319,762	$ -	$ 1,280,210	$ (39,552)	97%
3	Serenoa POA Cost Share Agreement	2,790	-	-	(2,790)	0%
4	Interest Income	-	-	-	-	0%
5	Light Pole Restitution	-				
6	Misc. Revenue	-	3,224	13,295	13,295	0%
7	**TOTAL REVENUES**	**$ 1,322,552**	**$ 3,224**	**$ 1,293,505**	**$ (29,047)**	**97.00%**
8	**EXPENDITURES**					
9	**GENERAL ADMINISTRATIVE**					
10	Supervisor Compensation	$ 12,000	$ 800	$ 5,600	$ (6,400)	47%
11	District Management Services	36,338	3,028	24,225	(12,113)	67%
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	404	832	(3,168)	21%
16	Engineering Services	40,000	-	6,127	(33,873)	15%
17	Legal Services	45,000	-	14,233	(30,767)	32%
18	Technology & Website Admin.	2,015	32	1,766	(250)	88%
19	Miscellaneous (Appraisal, Mailing, Etc.)	1,500	-	6,114	4,614	408%
20	**TOTAL GENERAL ADMINISTRATIVE**	**144,578**	**4,264**	**59,071**	**(85,507)**	**40.86%**
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	3,500	24,500	-	100%
28	**TOTAL DEBT SERVICE ADMINISTRATION**	**33,124**	**3,500**	**32,124**	**(1,000)**	**96.98%**
29	**UTILITIES:**					
30	Utilities-Electricity	12,000	822	5,898	(6,102)	49%
31	Streetlights	295,000	22,303	178,348	(116,652)	60%
32	Utility Water	35,000	423	6,778	(28,222)	19%
33	**TOTAL UTILITIES:**	**342,000**	**23,547**	**191,024**	**(150,976)**	**55.86%**
34	**PHYSICAL ENVIRONMENT:**					
35	Lake & Pond Maintenance	60,000	3,460	27,680	(32,320)	46%
36	Landscape Maintenance	314,715	27,672	221,373	(93,342)	70%
37	Landscape - Replenishment	76,000	9,214	71,284	(4,716)	94%
38	Wetland Mitigation & Monitoring	45,000	2,400	17,300	(27,700)	38%
39	Field Management	6,814	568	4,543	(2,271)	67%
40	Field Contingency	88,900	-	44,656	(44,244)	50%
41	Hardscape Repairs & Maint.	15,000	-	750	(14,250)	5%
42	Stormwater Reporting	25,000	-	-	(25,000)	0%
43	Porter Services	10,000	650	4,540	(5,460)	45%
44	Pond Plantings and Erosion Control	15,000	-	6,300	(8,700)	42%

		FY 2026 Adopted Budget	FY 2026 Month of May	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
45	Fountain Repair	2,700	-	374	(2,326)	14%
46	Midge Fly Treatment	45,000	-	-	(45,000)	0%
47	Playground Repairs & Maint.	9,000	-	2,969	(6,031)	33%
48	Wildlife Removal	18,600	1,650	13,100	(5,500)	70%
48	**TOTAL PHYSICAL ENVIRONMENT**	**731,729**	**45,613**	**414,868**	**(490,559)**	**56.70%**
49	**RESERVE:**					
50	Reserve Study	5,000	-	5,150	150	103%
51	Reserve Contribution	30,940	-	-	(30,940)	0%
50	**TOTAL RESERVE**	**35,940**	**-**	**5,150**	**(807,419)**	**14.33%**
51	**TOTAL EXPENDITURES**	**1,322,552**	**76,924**	**734,564**	**(1,047,757)**	**55.54%**
52	**REVENUES OVER (UNDER) EXPENDITURES**	**-**	**(73,700)**	**558,941**	**1,018,709**	
53	**OTHER FINANCING SOURCES & USES**					
54	Transfers In	-	-	-	-	
55	Transfers Out	-	-	-	-	
56	**TOTAL OTHER FINANCING SOURCES & USES**	**-**	**-**	**-**	**-**	
57	**NET CHANGE IN FUND BALANCE**	**-**	**(73,700)**	**558,941**	**558,941**	
58	Fund Balance - Beginning			438,051	438,051	
59	**FUND BALANCE - ENDING - PROJECTED**	**$ -**		**$ 996,992**	**$ 996,992**	

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

		FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUES**			
2	Special Assessments	$ 170,338	$ 165,233	$ (5,105)
3	Lot Closings	-	-	-
4	Interest	-	6,080	6,080
5	Prepayments	-	-	-
6	**TOTAL REVENUES**	**170,338**	**171,313**	**976**
7	**EXPENDITURES**			
8	Interest Expense			
9	* November 1, 2025	60,981	60,138	(844)
10	May 1, 2026	60,981	60,138	(844)
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**	**165,275**	**(563)**
16	**REVENUES OVER (UNDER) EXPENDITURES**	**4,500**	**6,038**	**1,538**
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**	**6,038**	**1,538**
22	Fund Balance - Beginning		274,789	
23	**FUND BALANCE - ENDING - PROJECTED**	**$ 4,500**	**$ 280,827**	**$ 276,327**

** 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 May 31, 2026

		FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUES**			
2	Special Assessments	$ 500,600	$ 485,597	$ (15,003)
3	Lot Closings	-	14,732	14,732
4	Interest	-	18,649	18,649
5	Prepayments		-	-
6	**TOTAL REVENUES**	**500,600**	**518,978**	**18,378**
7	**EXPENDITURES**			
8	Interest Expense			
9	* November 1, 2025	185,303	184,419	(884)
10	May 1, 2026	185,303	184,419	(884)
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**	**498,838**	**1,725**
16	**REVENUES OVER (UNDER) EXPENDITURES**	**3,487**	**20,141**	**16,653**
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**	**20,141**	**16,653**
22	Fund Balance - Beginning		838,109	
23	**FUND BALANCE - ENDING - PROJECTED**	**$ 3,487**	**$ 858,250**	**$ 854,763**

** 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 May 31, 2026

		FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUES**			
2	Special Assessments	$ 210,250	$ 203,949	$ (6,301)
3	Lot Closings	-	-	-
4	Interest	-	5,081	5,081
5	Prepayments	-	-	-
6	**TOTAL REVENUES**	**210,250**	**209,030**	**(1,220)**
7	**EXPENDITURES**			
8	Interest Expense			
9	* November 1, 2025	66,074	66,074	0
10	May 1, 2026	64,686	64,686	0
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**	**205,760**	**(3,612)**
17	**REVENUES OVER (UNDER) EXPENDITURES**	**878**	**3,270**	**2,393**
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**	**1,257**	**380**
23	Fund Balance - Beginning		288,840	
24	**FUND BALANCE - ENDING - PROJECTED**	**$ 878**	**$ 290,098**	**$ 289,220**

** 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 May 31, 2026

		FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUES**			
2	Special Assessments	$ 193,100	$ 187,313	$ (5,787)
3	Lot Closings	-	-	-
4	Interest	-	1,468	1,468
5	Prepayments	-	-	-
6	**TOTAL REVENUES**	**193,100**	**188,781**	**(4,319)**
7	**EXPENDITURES**			
8	Interest Expense			
9	* November 1, 2025	55,469	55,469	-
10	May 1, 2026	55,470	55,469	(1)
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**	**190,938**	**899**
16	**REVENUES OVER (UNDER) EXPENDITURES**	**3,062**	**(2,157)**	**(5,218)**
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**	**(2,157)**	**(5,218)**
22	Fund Balance - Beginning		86,179	
23	**FUND BALANCE - ENDING - PROJECTED**	**$ 3,062**	**$ 84,023**	**$ 80,961**

** 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 May 31, 2026

		FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUES**			
2	Special Assessments	$ 336,400	$ 326,318	$ (10,082)
3	Lot Closings	-	-	-
4	Interest	-	6,029	6,029
5	Prepayments	-	-	-
6	**TOTAL REVENUES**	**336,400**	**332,348**	**(4,052)**
7	**EXPENDITURES**			
8	Interest Expense			
9	* November 1, 2025	99,622	99,622	-
10	May 1, 2026	99,623	99,622	(1)
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**	**334,244**	**1,602**
16	**REVENUES OVER (UNDER) EXPENDITURES**	**3,758**	**(1,896)**	**(5,654)**
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**	**(5,111)**	**(8,870)**
22	Fund Balance - Beginning		290,814	
23	**FUND BALANCE - ENDING - PROJECTED**	**$ 3,758**	**$ 285,703**	**$ 281,944**

** 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 May 31, 2026

		FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUES**			
2	Special Assessments	$ 128,675	$ 124,819	$ (3,856)
3	Lot Closings	-	-	-
4	Interest	-	1,330	1,330
5	Prepayments	-	-	-
6	**TOTAL REVENUES**	**128,675**	**126,148**	**(2,527)**
7	**EXPENDITURES**			
8	Interest Expense			
9	* November 1, 2025	43,838	43,838	0
10	May 1, 2026	43,838	43,838	0
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**	**127,675**	**800**
16	**REVENUES OVER (UNDER) EXPENDITURES**	**1,800**	**(1,527)**	**(3,327)**
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**	**(20,931)**	**(22,731)**
22	Fund Balance - Beginning		86,524	
23	**FUND BALANCE - ENDING - PROJECTED**	**$ 1,800**	**$ 65,593**	**$ 63,793**

** 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 May 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	-	-	434	0	2,223	532	3,189
5	**TOTAL REVENUES**	**-**	**-**	**434**	**0**	**2,223**	**532**	**3,189**
6	**EXPENDITURES**							
7	Dissemination Agent	-	-	-	-	-	-	-
8	Trust Fund Accounting	-	-	-	-	-	-	-
9	Arbitrage	-	-	-	-	-	-	-
10	Trustee Fees	-	-	-	-	-	-	-
11	Requisitions	-	-	-	-	-	-	-
12	**TOTAL EXPENDITURES**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
13	**REVENUES OVER (UNDER) EXPENDITURES**	**-**	**-**	**434**	**0**	**2,223**	**532**	**3,189**
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**	**-**	**-**	**2,448**	**0**	**5,438**	**19,935**	**27,822**
19	Fund Balance - Beginning	0	21	17,256	5	88,514	11,013	116,809
20	**FUND BALANCE - ENDING - PROJECTED**	**$ 0**	**$ 21**	**$ 19,703**	**$ 5**	**$ 93,953**	**$ 30,949**	**$ 144,631**

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 Dissmination 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**
04/02/2026	040226ACH1	SECO Energy	16920 Sawgrass Bay Blvd 2/12/26 - 3/16/26		139.00	2,658,757.78
04/02/2026	040226ACH2	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 2/12/26 - 3/16/26		48.00	2,658,709.78
04/02/2026	040226ACH3	SECO Energy	17325 Sawgrass Bay Blvd 2/12/26 - 3/16/26		385.00	2,658,324.78
04/02/2026	040226ACH4	SECO Energy	17052 Basswood Lane 2/12/26 - 3/16/26		50.00	2,658,274.78
04/02/2026	040226ACH5	SECO Energy	17650 Sawgrass Bay Blvd 2/12/26 - 3/16/26		135.00	2,658,139.78
04/02/2026	040226ACH6	Sunshine Water Services	17344 Blazing Star Circle Irrigation 1/26/26 - 2/23/26		16.61	2,658,123.17
04/02/2026	040226ACH7	Sunshine Water Services	17735 Blazing Star Circle Irrigation 1/23/26 - 2/23/26		41.53	2,658,081.64
04/02/2026	040226ACH8	Sunshine Water Services	17851 Blazing Star Circle Irrigation 1/26/26 - 2/23/26		16.63	2,658,065.01
04/02/2026	040226ACH9	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 1/20/26 - 2/18/26		19.91	2,658,045.10
04/02/2026	040226ACH10	Sunshine Water Services	Goldcrest Loop Playground 1/20/26 - 2/18/26		21.31	2,658,023.79
04/06/2026	100526	Stantec Consulting Services,Inc	Invoice: 2541960 (Reference: Engineering Services Mar 26.)		1,686.93	2,656,336.86
04/06/2026	100527	Vesta District Services	Invoice: 431768 (Reference: Management Fees Apr 26.)		3,596.00	2,652,740.86
04/07/2026	1814	Carl M. Weston	BOS Meeting 23/26/26		200.00	2,652,540.86
04/07/2026	1815	Eugene J. Mastrangeli	BOS Meeting 23/26/26		200.00	2,652,340.86
04/07/2026	1816	John Holden	BOS Meeting 23/26/26		200.00	2,652,140.86

Date	Number	Name	Memo	Deposit	Payments	Balance
04/07/2026	1817	Robert J. Wolski	BOS Meeting 23/26/26		200.00	2,651,940.86
04/07/2026	1818	Regions Bank.			1,486,776.09	1,165,164.77
04/08/2026	100528	Down to Earth	Invoice: 172151 (Reference: Irrigation Repairs.)		813.50	1,164,351.27
04/16/2026	100529	Vesta District Services	Invoice: G143460454 (Reference: Billable Expenses - March 2026.)		1,268.61	1,163,082.66
04/16/2026	100530	BIO-TECH CONSULTING, INC.	Invoice: 189102 (Reference: Quarterly Mitigation.)		10,500.00	1,152,582.66
04/16/2026	100531	HV Solar Lighting	Invoice: 633 (Reference: Street Light Project Apr 26.) Invoice: 619 (Reference: Street Light ...		44,605.80	1,107,976.86
04/17/2026			Deposit	10.00		1,107,986.86
04/17/2026			Deposit	536.36		1,108,523.22
04/21/2026	1819	Regions Bank.	Annual Trustee Fees Series 2022		3,500.00	1,105,023.22
04/27/2026			Deposit	5.00		1,105,028.22
04/27/2026			Deposit	5.00		1,105,033.22
04/27/2026			Deposit	5.00		1,105,038.22
04/27/2026	100532	Fountain Design Group, Inc.	Invoice: 39010A (Reference: Quarterly Fountain Cleaing.)		187.00	1,104,851.22
04/29/2026	100533	Steadfast Alliance	Invoice: SA-21760 (Reference: Routine Aquatic Maintenance Apr 26.)		3,460.00	1,101,391.22
04/30/2026	100534	Down to Earth	Invoice: 171040 (Reference: Landscape Maintenance Apr 26.)		27,671.59	1,073,719.63
04/30/2026	100535	Steadfast Alliance	Invoice: SA-23034 (Reference: Installation of native aquatic plants.)		5,100.00	1,068,619.63
04/30/2026	100536	Swine Solutions, LLC	Invoice: 724 (Reference: Trapping Services Apr 26.)		1,650.00	1,066,969.63
04/30/2026	043026ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 2/25/26 - 3/23/26		261.24	1,066,708.39
04/30/2026			Deposit	8,884.43		1,075,592.82
04/30/2026			Deposit	7,394.65		1,082,987.47
4/30/2026		**End of Month**		**16,840.44**	**1,592,749.75**	**1,082,987.47**
05/04/2026	050426ACH1	SECO Energy	16920 Sawgrass Bay Blvd 3/16/26 - 4/15/26		146.00	1,082,841.47
05/04/2026	050426ACH2	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 3/12/26 - 4/16/26		45.00	1,082,796.47
05/04/2026	050426ACH3	SECO Energy	17325 Sawgrass Bay Blvd 3/16/26 - 4/15/26		368.00	1,082,428.47
05/04/2026	050426ACH4	SECO Energy	17052 Basswood Lane 3/16/26 - 4/15/26		47.00	1,082,381.47
05/04/2026	050426ACH5	SECO Energy	17650 Sawgrass Bay Blvd 3/16/26 - 4/15/26		126.00	1,082,255.47
05/05/2026	100537	Clean Star Services	Invoice: 17917 (Reference: Trash & Pet Waste Collection Apr 26.)		680.00	1,081,575.47
05/06/2026			Deposit	5.00		1,081,580.47
05/06/2026	050626ACH1	Sunshine Water Services	17851 Blazing Star Circle Irrigation 2/23/26 - 3/23/26		16.61	1,081,563.86
05/06/2026	050626ACH2	Sunshine Water Services	17735 Blazing Star Circle Irrigation 2/23/26 - 4/1/26		42.04	1,081,521.82
05/06/2026	050626ACH3	Sunshine Water Services	17344 Blazing Star Circle Irrigation 2/23/26 - 3/23/23		16.61	1,081,505.21
05/06/2026	050626ACH4	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 2/18/26 - 3/19/26		19.93	1,081,485.28
05/06/2026	050626ACH5	Sunshine Water Services	Goldcrest Loop Playground 2/18/26 - 3/19/26		18.19	1,081,467.09
05/07/2026			Deposit	5.00		1,081,472.09
05/11/2026	100538	HV Solar Lighting	Invoice: 650 (Reference: Street Light Project May 26.) Invoice: 649 (Reference: Street Light ...		22,302.90	1,059,169.19
05/12/2026	100539	Vesta District Services	Invoice: 432459 (Reference: Management Fees May 26.)		3,596.00	1,055,573.19
05/13/2026			Deposit	5.00		1,055,578.19
05/14/2026	100540	Eugene J. Mastrangeli	Invoice: 042326 BOS (Reference: BOS Meeting 4/23/26.)		200.00	1,055,378.19
05/14/2026	100541	John Holden	Invoice: 042326 BOS (Reference: BOS Meeting 4/23/26.)		200.00	1,055,178.19
05/14/2026	100542	Robert J. Wolski	Invoice: 042326 BOS (Reference: BOS Meeting 4/23/26.)		200.00	1,054,978.19
05/14/2026	100543	Carl M. Weston	Invoice: 042326 BOS (Reference: BOS Meeting 4/23/26.)		200.00	1,054,778.19
05/15/2026			Deposit	3,204.16		1,057,982.35
05/15/2026			Deposit	5.00		1,057,987.35
05/15/2026	100544	Down to Earth	Invoice: 175516 (Reference: Irrigation Repairs.)		923.50	1,057,063.85
05/19/2026	100545	Vesta District Services	Invoice: 432418 (Reference: Billable Expenses - April 2026.)		614.17	1,056,449.68
05/26/2026	100546	Swine Solutions, LLC	Invoice: 739 (Reference: Monthly Trapping Services May 26.)		1,650.00	1,054,799.68
05/26/2026	052626ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 3/23/26 - 4/27/26		343.01	1,054,456.67
05/29/2026	052926ACH1	Sunshine Water Services	17735 Blazing Star Circle Irrigation 4/1/26 - 4/27/26		41.53	1,054,415.14
05/29/2026	052926ACH2	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 3/19/26 - 4/23/26		20.75	1,054,394.39
05/29/2026	052926ACH3	Sunshine Water Services	Goldcrest Loop Playground 3/19/26 - 4/23/26		17.23	1,054,377.16
05/29/2026	100547	Steadfast Alliance	Invoice: SA-22871 (Reference: Routine Aquatic Maintenance May26.)		3,460.00	1,050,917.16
05/29/2026	100548	Clean Star Services	Invoice: 18176 (Reference: Trash Service May 26.)		650.00	1,050,267.16
05/29/2026	100549	Down to Earth	Invoice: 173389 (Reference: Landscape Maintenance May 26.)		27,671.59	1,022,595.57
5/31/2026		**End of Month**		**3,224.16**	**63,616.06**	**1,022,595.57**

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

		Bank United (Operating Account)
Balance per Bank Statement	$	1,056,247.16
Construction Cash in Operating Account		(20.00)
Plus: Deposits in Transit		-
Less: Outstanding Checks		33,631.59
Adjusted Bank Balance	**$**	**1,022,595.57**

Beginning Bank Balance per Books		1,082,987.47
Deposits		3,224.16
Disbursements		63,616.06
Balance per Book	**$**	**1,022,595.57**

Avalon Groves CDD
Summary for May 2026

At the end of May there was spendable cash in the amount of $996,451. This cash balance is net of items, such as, accounts payable and any monies due to others. There are assessments outstanding because only 97% of assessments have been collected by the tax collector and forwarded to the District.

By the end of April , May 66.67% of the annual budget is "expected" to be expended. Expenses through the month of May amount to $734,564 which is 55.54% of the budget for the fiscal year. This means the District is under budget through May.

The largest expenditures are for physical environment at $414,868. This category covers maintenance of lakes and ponds; landscaping; repairs and maintenance; porter services; and wildlife removal.

The total expenses uses 55.54% which is less than the 67.77% 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 408% of budgeted amount due to Fire District taxes imposed on the District.

Reserve Study is 103% of the budget because there was additional softare cost of $450 in relation to the reserve study

Avalon Groves
Financial Summary
May 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	$ 1,022,596						
Trust Balances (Restricted to DS)		279,857	855,400	288,901	82,923	283,787	64,861
Trust Balances (Restricted to A&C)		0	1	19,703	5	93,953	30,949
Accounts Receivable	$ -						
Less: Accounts Payable	17,380	-	-	-	-	-	-
Less: Due to Other Funds	8,765	-	-	-	-	-	-
Net Cash Balance	$ 996,451	$ 279,857	$ 855,401	$ 308,604	$ 82,928	$ 377,740	$ 95,810
Plus: Prepaids & Deposits	541	-	-	-	-	-	-
Plus: Assessments Receivable	39,552	5,105	15,003	6,301	5,787	10,082	3,856
Plus: Due from Other Funds	-	970	2,850	1,197	1,099	1,915	733
Less: Deferred Revenue	39,552	5,105	15,003	6,301	5,787	10,082	3,856
Net Current Assets	996,992	280,827	858,251	309,801	84,027	379,655	96,542
Cash Available to Spend	996,451						

Analysis of Revenues & Expenditures

	General Fund	DS 2017	DS 2017A-1	DS 2019	DS 2021 Ph 3-4	DS 2021	DS 2022
Revenues:	**1,293,505**	**171,313**	**518,978**	**209,465**	**188,781**	**334,571**	**126,680**
Expenses:							
Administrative	59,071						
Insurance	32,326						
Debt Service Administration	32,124						
Utilities	191,024						
Physical Environment	414,868						
Reserve	5,150						
Principal Payments		-	-	-	80,000	135,000	40,000
DS Interest		120,275	368,838	130,760	110,938	199,244	87,675
Prepayment				75,000			
Total Expenses:	**734,564**	**120,275**	**368,838**	**205,760**	**190,938**	**334,244**	**127,675**
Transfers In/Out	-	-	-	-	-	-	-
Profit (Loss)	**$ 558,941**	**$ 51,038**	**$ 150,141**	**$ 3,705**	**$ (2,157)**	**$ 327**	**$ (995)**

EXHIBIT 10

Communication with Those Charged with Governance

Avalon Groves Community Development District

We have audited the financial statements of Avalon Groves Community Development District, for the year ended September 30, 2025, and have issued our report thereon dated May 30, 2026. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and, and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our meeting about planning matters. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Avalon Groves Community Development District are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2025. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Avalon Groves Community Development District's financial statements were:

> Management's estimate of depreciation is based on accounting practices of the District.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

> The disclosure of debt.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all material misstatements, if applicable. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 30, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

This information is intended solely for the use of those charged with financial oversight and management of Avalon Groves Community Development District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley and Barnes, P.A.
Fort Pierce, Florida
May 30, 2026

AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT

FINANCIAL STATEMENTS

September 30, 2025

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
September 30, 2025

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INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors
Avalon Groves Community Development District
Lake County, Florida

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Avalon Groves Community Development District, Lake County, Florida ("District") as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated May 30, 2026, on our consideration of the Avalon Groves Community Development District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated May 30, 2026 on our consideration of the District's compliance with requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation Standards established by the American Institute of Certified Public Accountants.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
May 30, 2026

Our discussion and analysis of Avalon Groves Community Development District, Lake County, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of $4,593,220.

- The change in the District's total net position in comparison with the prior fiscal year was $158,772, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.

- At September 30, 2025, the District's governmental funds reported combined ending fund balances of $2,420,118. A portion of fund balance is restricted for debt service and future capital repairs and replacement, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance and operations.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund. All funds are major funds. The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year. A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure). These assets are used to provide services to residents; consequently, these assets are not available for future spending. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

Key components of net position were as follows:

Statement of Net Position

	2025	2024
Current assets	$ 2,467,246	$ 2,192,195
Capital assets	27,794,342	28,348,825
Total assets	30,261,588	30,541,020
Current liabilities	1,110,092	1,101,964
Long-term liabilities	24,558,276	25,004,608
Total liabilities	25,668,368	26,106,572
Net position		
Net invested in capital assets	2,597,586	2,712,010
Restricted for capital projects	116,810	90,769
Restricted for debt service	1,440,773	1,407,985
Unrestricted	438,051	223,684
Total net position	$ 4,593,220	$ 4,434,448

The District's net position increased during the most recent fiscal year. The majority of the change represents the degree to which program revenues exceeded ongoing cost of operations.

Key elements of the District's change in net position are reflected in the following table:

Change in Net Position

	2025	2024
Program revenues	$ 2,943,699	$ 2,601,217
General revenues	-	115,192
Total revenues	2,943,699	2,716,409
Expenses		
General government	242,026	533,284
Maintenance and operations	1,386,859	1,320,634
Interest on long-term debt	1,156,042	927,940
Total expenses	2,784,927	2,781,858
Change in net position	158,772	(65,449)
Net position - beginning of year	4,434,448	4,499,897
Net position - end of year	$ 4,593,220	$ 4,434,448

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was $2,784,927, which consisted of interest on long-term debt and costs associated with constructed and maintaining certain capital improvements. The costs of the District's activities were funded by assessments.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

The variance between budgeted and actual general fund revenues is not significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had $27,794,342 invested in capital assets and construction in process. Construction in process has not been completed as of September 30, 2025 and therefore is not depreciated to date. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had $25,196,756 in lease liability and Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the accompanying notes to the financial statements.

ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION

For the fiscal year 2026, the District anticipates that the cost of general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget, an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Avalon Groves Community Development District's Finance Department at 250 International Parkway, Suite 208, Lake Mary, FL 32746.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF NET POSITION

September 30, 2025

	GOVERNMENTAL ACTIVITIES
ASSETS	
Cash and cash equivalents	$ 469,021
Accounts receivable	2,790
Assessments receivable	4,294
Deposits	541
Prepaid items	10,865
Restricted assets:	
Investments	1,979,735
Capital assets:	
Non-depreciable	8,815,370
Depreciable	15,977,019
Right to use lease - lighting	3,001,953
TOTAL ASSETS	$ 30,261,588
LIABILITIES	
Accounts payable and accrued expenses	$ 47,128
Accrued interest payable	424,484
Bonds and leases payable, due within one year	638,480
Bonds and leases payable, due in more than one year	24,558,276
TOTAL LIABILITIES	25,668,368
NET POSITION	
Net investment in capital assets	2,597,586
Restricted for:	
Capital projects	116,810
Debt service	1,440,773
Unrestricted	438,051
TOTAL NET POSITION	$ 4,593,220

The accompanying notes are an integral part of this financial statement

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF ACTIVITIES

September 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenues and Changes in Net Position: Governmental Activities
Governmental activities					
General government	$ 242,026	$ 242,026	$ -	$ -	$ -
Maintenance and operations	1,386,859	1,081,632	-	4,419	(300,808)
Interest on long-term debt	1,156,042	1,543,908	71,714	-	459,580
Total governmental activities	$ 2,784,927	$ 2,867,566	$ 71,714	$ 4,419	158,772
	Change in net position				158,772
	Net position - October 1, 2024				4,434,448
	Net position - September 30, 2025				$ 4,593,220

The accompanying notes are an integral part of this financial statement

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET – GOVERNMENTAL FUNDS

September 30, 2025

	MAJOR FUNDS			TOTAL GOVERNMENTAL FUNDS
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	
ASSETS				
Cash and cash equivalents	$ 469,001	$ -	$ 20	$ 469,021
Investments	-	1,862,945	116,790	1,979,735
Accounts receivable	2,790	-	-	2,790
Assessments receivable	1,982	2,312	-	4,294
Deposits	541	-	-	541
Prepaid items	10,865	-	-	10,865
TOTAL ASSETS	$ 485,179	$ 1,865,257	$ 116,810	$ 2,467,246
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	$ 47,128	$ -	$ -	$ 47,128
TOTAL LIABILITIES	47,128	-	-	47,128
FUND BALANCES				
Nonspendable:				
Prepaid items and deposits	11,406	-	-	11,406
Restricted for:				
Debt service	-	1,865,257	-	1,865,257
Capital projects	-	-	116,810	116,810
Unassigned	426,645	-	-	426,645
TOTAL FUND BALANCES	438,051	1,865,257	116,810	2,420,118
TOTAL LIABILITIES AND FUND BALANCES	$ 485,179	$ 1,865,257	$ 116,810	$ 2,467,246

The accompanying notes are an integral part of this financial statement

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2025

Total Governmental Fund Balances in the Balance Sheet	$ 2,420,118
Amount reported for governmental activities in the Statement of Net Assets are different because:	
Capital asset used in governmental activities are not financial resources and therefore are not reported in the governmental funds:	
Governmental capital assets	30,228,547
Less accumulated depreciation	(2,434,205)
Certain liabilities are not due and payable in the current period and therefore are not reported in the funds:	
Accrued interest payable	(424,484)
Original issue discount	325,354
Original issue premium	(176,635)
Lease liability	(3,185,475)
Governmental bonds payable	(22,160,000)
Net Position of Governmental Activities	$ 4,593,220

The accompanying notes are an integral part of this financial statement

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
Year Ended September 30, 2025

	MAJOR FUNDS			TOTAL GOVERNMENTAL FUNDS
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	
REVENUES				
Assessments	$ 1,323,658	$ 1,543,908	$ -	$ 2,867,566
Investment earnings	-	71,714	4,419	76,133
TOTAL REVENUES	1,323,658	1,615,622	4,419	2,943,699
EXPENDITURES				
General government	242,026	-	-	242,026
Maintenance and operations	609,048	-	-	609,048
Capital outlay	223,328	-	-	223,328
Debt				
Principal	128,866	535,000	-	663,866
Interest expense	129,350	1,036,976	-	1,166,326
TOTAL EXPENDITURES	1,332,618	1,571,976	-	2,904,594
EXCESS REVENUES OVER (UNDER) EXPENDITURES	(8,960)	43,646	4,419	39,105
OTHER SOURCES (USES)				
Transfers in (out)	-	(21,623)	21,623	-
Leases issued	223,328	-	-	223,328
TOTAL OTHER SOURCES (USES)	223,328	(21,623)	21,623	223,328
EXCESS REVENUES OVER (UNDER) EXPENDITURES AND OTHER USES	214,368	22,023	26,042	262,433
FUND BALANCE				
Beginning of year	223,683	1,843,234	90,768	2,157,685
End of year	$ 438,051	$ 1,865,257	$ 116,810	$ 2,420,118

The accompanying notes are an integral part of this financial statement

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

Year Ended September 30, 2025

Net Change in Fund Balances - Total Governmental Funds	$ 262,433
Amount reported for governmental activities in the Statement of Activities are different because:	
The issuance of long-term debt provides current financial resources to governmental funds. These transactions, however, have no effect on net assets. This is the amount of long-term debt issued in the current period.	(223,328)
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the costs of those assets are depreciated over their estimated useful lives:	
RTU - lease lighting	223,328
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the Statement of Net Position and are eliminated in the Statement of Activities:	
Reduction of long term lease liability	128,866
Payments on long-term debt	535,000
Certain items reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported expenditures in the governmental funds:	
Current year provision for depreciation	(777,811)
Change in accrued interest payable	10,763
Provision for amortization of bond discount	(4,843)
Provision for amortization of bond premium	4,364
Change in Net Position of Governmental Activities	$ 158,772

The accompanying notes are an integral part of this financial statement

NOTE A- NATURE OF ORGANIZATION AND REPORTING ENTITY

Avalon Groves Community Development District (the District) was established on April 27, 2016 by Lake County Ordinance 2016-16 pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. All of the Board members are affiliated with the Developers. The Supervisors are elected through landowner elections and/or appointed by existing Board. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing Improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other Items not included among program revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the economic financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are recorded when a liability is incurred, as under accrual accounting.

Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations are billed and collected by the County Tax Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)

The District reports the following major governmental fund:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest of long-term debt.

Capital Projects Fund

The capital projects fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure with the District.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Deposits and Investments (continued)

c) Interest bearing time deposits or savings accounts in qualified public depositories;
d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Roadways	40
Infrastructure	30
Landscape improvements	20
Right to use asset	20

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Capital Assets

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Leases

The District is a lessee for a noncancellable lease of equipment. The District recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The District recognizes lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long term debt on the statement of net position.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Fund Equity/Net Position (continued)

Committed fund balance - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance - Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board can assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE C - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
b) Public hearings are conducted to obtain public comments.
c) Prior to October 1, the budget is legally adopted by the District Board.
d) All budget changes must be approved by the District Board.
e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE D – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances, including certificates of deposit, were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District’s investments were held as follows at September 30, 2025:

Investment	Fair Value	Credit Risk	Maturities
Fidelity Investments Money Market Funds - Government Portfolio	$ 1,979,735	S&P AAAm	Weighted average of the fund portfolio: 36 days
Total Investments	$ 1,979,735		

NOTE D – DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. The investments listed in the schedule above are not evidenced by securities that exist in physical or book entry form.

Credit risk - For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk - The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk - The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Fair Value Measurement - When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE E – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2025 were as follows:

Fund	Transfer In	Transfer Out
Capital projects	$ 21,623	$ -
Debt service	-	21,623
Total	$ 21,623	$ 21,623

Transfers are used to move revenues and other financing sources from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures.

NOTE F - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Balance 10/01/2024	Increases	Decreases	Balance 09/30/2025
Governmental activities:				
Capital assets, not being depreciated:				
Land	$ 6,805,150	$ -	$ -	$ 6,805,150
Construction in process	2,010,220	-	-	2,010,220
Total capital assets, not being depreciated	8,815,370	-	-	8,815,370
Capital assets, being depreciated				
Roadways	5,974,294	-	-	5,974,294
Infrastructure	8,108,259	-	-	8,108,259
Landscape improvements	3,709,838	-	-	3,709,838
RTU - lighting lease	3,397,458	223,328	-	3,620,786
Total capital assets, being depreciated	21,189,849	223,328	-	21,413,177
Less accumulated depreciation for:				
Roadways	298,714	149,357	-	448,071
Infrastructure	540,550	270,275	-	810,825
Landscape improvements	370,984	185,492	-	556,476
RTU - lighting lease	446,146	172,687	-	618,833
Total accumulated depreciation	1,656,394	777,811	-	2,434,205
Total capital assets, being depreciated - net	19,533,455	(554,483)	-	18,978,972
Governmental activities capital assets - net	$ 28,348,825	$ (554,483)	$ -	$ 27,794,342

Depreciation expense was charged to maintenance and operations.

NOTE G - LEASES

The District leases solar lighting. The District recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life. The interest rate on the lease is based on the District's incremental borrowing rate of 4.08%. The details of these leases are listed below:

Describe	Date	Payment Terms	Monthly Payment Amount	Interest Rate	Total Lease Liability	Balance 09/30/2025
Phase 1	1/1/2020	20 Years	$ 12,500	4.08%	$2,016,115	$1,722,321
Phase 2	9/1/2020	20 Years	900	4.08%	148,363	127,776
Phase 3	3/1/2022	20 Years	4,243	4.08%	723,158	640,684
Phase 3	2/1/2023	20 Years	437	4.08%	74,443	68,038
Phase Edgemont	10/1/2023	20 Years	2,600	4.08%	435,379	404,987
Phase Serenoa	7/1/2025	20 Years	1,310	4.08%	223,328	221,669
			$ 21,990		$3,620,786	$3,185,475

The annual requirements to amortize the principal and interest of the lease liability as of September 30, 2025 are as follows:

September 30,	Principal	Interest	Total
2026	$ 133,480	$ 124,332	$ 257,812
2027	141,999	121,886	263,885
2028	147,902	115,982	263,884
2029	154,051	109,834	263,885
2030	171,949	103,276	275,225
2031-2035	1,029,586	398,291	1,427,877
2036-2040	1,158,468	163,491	1,321,959
2041-2045	248,040	15,011	263,051
	$ 3,185,475	$ 1,152,103	$ 4,337,578

NOTE H – LONG-TERM LIABILITIES

$2,415,000 Special Assessment Bonds, Series 2017 – On March 27, 2017, the District issued $2,415,000 in Special Assessment Bonds, Series 2017. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable in annual principal installments through May 2048. The Bonds bear interest ranging from 5.0% to 5.75% payable semi-annually on the first day of each May and November. Principal is due serially each November 1, commencing November 2017.

NOTE H – LONG-TERM LIABILITIES (CONTINUED)

$7,215,000 Special Assessment Bonds, Series 2017A-1 – On March 27, 2017, the District issued $7,215,000 in Special Assessment Bonds, Series 2017A-1. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable in annual principal installments through May 2048. The Bonds bear interest ranging from.5.375% to 6.0% payable semi-annually on the first day of each May and November. Principal is due serially each November 1, commencing November 2017.

$3,500,000 Special Assessment Bonds, Series 2019 – On July 9, 2019, the District issued $3,500,000 in Special Assessment Bonds, Series 2019. The Bonds were issued to refund part of the $4,440,000 Special Assessment Bonds, Series 2017A-2 for the costs of construction projects. The Bonds are payable in annual principal installments through November 2049. The Bonds bear interest ranging from 3.35% to 4.375% payable semi-annually on the first day of each May and November. Principal is due serially each November 1, commencing November 2019.

$3,490,000 Special Assessment Bonds, Series 2021 (Phases 3 and 4 Sub-Assessment Area One Project) – On June 30, 2021, the District issued $3,490,000 in Special Assessment Bonds, Series 2021 (Phases 3 and 4 Sub-Assessment Area One Project). The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable May 2051. The Bonds bear interest ranging from 2.25% to 4.0% payable semi-annually on the first day of each May and November. Principal is due serially each May 30, commencing May 2022.

$6,075,000 Special Assessment Bonds, Series 2021 (Assessment Area Three Project) – On June 30, 2021, the District issued $6,075,000 in Special Assessment Bonds, Series 2021 (Assessment Area Three Project). The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable May 2051. The Bonds bear interest ranging from 2.375% to 4.0% payable semi-annually on the first day of each May and November. Principal is due serially each May 30, commencing May 2022.

$2,105,000 Special Assessment Bonds, Series 2022 (Assessment Area Four Project) – On April 29, 2022, the District issued $2,105,000 in Special Assessment Bonds, Series 2022 (Assessment Area Four Project). The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable May 2052. The Bonds bear interest ranging from 4.0 % to 4.5% payable semi-annually on the first day of each May and November. Principal is due serially each May 30, commencing May 2023.

The Series 2017, 2019, 2021 and 2022 Bonds are subject to redemption at the option of the District prior to maturity. The Series 2017, 2019, 2021 and 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

NOTE H – LONG-TERM LIABILITIES (CONTINUED)

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The requirements have been met for the fiscal year ended September 30, 2025.

The following is a summary of activity in the long-term debt of the District for the year ended September 30, 2025:

	Balance 10/01/2024	Additions	Deletions	Balance 09/30/2025	Due Within One Year
Lease liability	$ 3,091,013	$ 223,328	$ 128,866	$ 3,185,475	$ 133,480
Special Assessment Bonds, Series 2017	2,160,000	-	50,000	2,110,000	45,000
Special Assessment Bonds, Series 2017A-1	6,345,000	-	155,000	6,190,000	130,000
Special Assessment Bonds, Series 2019	3,220,000	-	75,000	3,145,000	75,000
Special Assessment Bonds, Series 2021 (Area One Project	3,265,000	-	80,000	3,185,000	80,000
Special Assessment Bonds, Series 2021 (Area Assessment Three)	5,670,000	-	135,000	5,535,000	135,000
Special Assessment Bonds, Series 2022 (Area Assessment Four)	2,035,000	-	40,000	1,995,000	40,000
	25,786,013	223,328	663,866	25,345,475	638,480
Unamortized bond discount	(330,197)	-	(4,843)	(325,354)	-
Unamortized bond premium	180,999	-	4,364	176,635	-
	$ 25,636,815	$ 223,328	$ 663,387	$ 25,196,756	$ 638,480

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2025 are as follows:

September 30,	Principal	Interest	Total
2026	$ 505,000	$ 1,017,892	$ 1,522,892
2027	530,000	999,046	1,529,046
2028	550,000	978,262	1,528,262
2029	575,000	956,437	1,531,437
2030	595,000	932,101	1,527,101
2031-2035	3,415,000	4,244,310	7,659,310
2036-2040	4,275,000	3,393,801	7,668,801
2041-2045	5,410,000	2,284,315	7,694,315
2046-2050	5,550,000	836,011	6,386,011
2051-2052	755,000	40,344	795,344
	$ 22,160,000	$ 15,682,519	$ 37,842,519

NOTE I - MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE J - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims from these risks have not exceeded commercial insurance coverage over the past three years.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL – GENERAL FUND
Year Ended September 30, 2025

	* BUDGET	ACTUAL	VARIANCE WITH FINAL BUDGET POSITIVE (NEGATIVE)
REVENUES			
Assessments	$ 1,319,762	$ 1,323,658	$ 3,896
Miscellaneous revenue	2,790	-	(2,790)
TOTAL REVENUES	1,322,552	1,323,658	1,106
EXPENDITURES			
Current			
General government	578,156	242,026	336,130
Maintenance and operations	744,396	609,048	135,348
Capital outlay	-	223,328	(223,328)
Debt			
Principal	-	128,866	(128,866)
Interest	-	129,350	(129,350)
TOTAL EXPENDITURES	1,322,552	1,332,618	(10,066)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	(8,960)	(8,960)
OTHER FINANCING SOURCES			
Leases issued	-	223,328	223,328
TOTAL OTHER FINANCING SOURCES	-	223,328	223,328
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES AND OTHER SOURCES	$ -	214,368	$ 214,368
FUND BALANCES			
Beginning of year		223,683	
End of year		$ 438,051	

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors, Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

The variance between budgeted and actual general fund revenues is not significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Avalon Groves Community Development District
Lake County, Florida

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Avalon Groves Community Development District, as of September 30, 2025 and for the year ended September 30, 2025, which collectively comprise Avalon Groves Community Development District's basic financial statements and have issued our report thereon dated May 30, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
May 30, 2026

DMHB

DiBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Avalon Groves Community Development District
Lake County, Florida

We have examined Avalon Groves Community Development District, Lake County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Avalon Groves Community Development District, Lake County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee Hartley & Barnes, P.A.
Fort Pierce, Florida
May 30, 2026

2222 Colonial Road, Suite 201 • Fort Pierce, Florida 34950 • 772-461-8833 • Fax: 772-461-8872
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Management Letter

To the Board of Supervisors
Avalon Groves Community Development District
Lake County, Florida

Report on the Financial Statements

We have audited the financial statements of the Avalon Groves Community Development District ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated May 30, 2026.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those report, which are dated May 30, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual audit.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the District did not authorize a PACE program pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the District's geographical boundaries during the fiscal year under audit.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Avalon Groves Community Development District reported:

a. The total number of district employees compensated in the last pay period of the District's fiscal year as N/A.
b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year as 7.
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as N/A.
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $545,737.
e. The District does not have any construction projects with a total cost of at least $65,000 that are scheduled to begin on or after October 1 of the fiscal year being reported.
f. The District did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Avalon Groves Community Development District reported:

a. The rate or rates of non-ad valorem special assessments imposed by the District range from $95 to $1,488 per residential unit.
b. The total amount of special assessments collected by or on behalf of the District as $2,867,566.
c. The total amount of outstanding bonds issued by the District as $22,160,000.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
May 30, 2026

EXHIBIT 11

ESTIMATE

Steadfast Alliance
Suite 102
San Antonio FL 33576 US

DATE	DUE	ESTIMATE #
5/19/2026	6/18/2026	EST-SCA4075

BILL TO
Avalon Groves CDD
c/o Vesta Property Services
250 International Pkwy, Suite 208
Lake Mary FL 32746

SHIP TO
17555 Sawgrass Bay Boulevard
Clermont Florida 34714 United States

DESCRIPTION	QTY	RATE	AMOUNT
Oversized debris removal. Remove the floating turbidity barrier from pond 19 at Avalon Groves CDD.	1.00	150.00	150.00

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

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

TOTAL **150.00**

Accepted this _____ day of _____, 20_____.

Signature: _____

Printed Name and Title: _____

Representing (Name of Firm): _____

EXHIBIT 12

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) Variances and Waivers. A "**variance**" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "**waiver**" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "**substantial hardship**" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "**principles of fairness**" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. 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.

(l) 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 13

RESOLUTION 2026-08

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

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

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

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

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

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

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

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

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

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

[Remainder of page intentionally blank]

[Signature page to Resolution 2026-08]

PASSED AND ADOPTED this 25th day of June 2026.

ATTEST:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary

_____
Chairman, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:

AMENDED AND RESTATED RULES OF PROCEDURE

EXHIBIT 14

Summary of Ordinance

The purpose of this Ordinance is to amend Lake County Code, Appendix E, Land Development Regulations ("LDR"), in order to revise the landscaping standards. Specifically, this Ordinance amends Section 9.01.00 "Landscaping Standards" and Section 9.02.00 "Tree Protection" to simplify and streamline existing landscape regulations including the modification of tree removal requirements.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE 2018- ___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 9.01.00 "LANDSCAPING STANDARDS" AND 9.02.00 "TREE PROTECTION" BY SIMPLIFYING EXISTING LANDSCAPE STANDARDS AND TO EXEMPT RESIDENTIAL LOTS WITH AN OCCUPIED DWELLING FROM NEEDING A TREE REMOVAL PERMIT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lake County, Florida desires to amend Lake County Code, Appendix E, Land Development Regulations, to simplify existing landscape regulations including the modification of tree removal requirements; and

WHEREAS, the Lake County Board of County Commissioners determines that this amendment is in the best interests of the citizens of Lake County, Florida.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Lake County, Florida, as follows:

Section 1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

Section 2. **Amendment.** Section 9.01.00 *Landscaping Standards* and Section 9.02.00 *Tree Protection* Lake County Code, Appendix E, Land Development Regulations, is hereby amended as follows.

***

9.01.02 General Requirements and Exemptions. It Shall be unlawful for any person to clear, develop or increase the developed area of any site or lot unless in compliance with the terms of this Section. No development order or development permit Shall be issued unless it complies with these requirements or unless such development is specifically exempted as specified below. The following activities are exempt from the provisions of this Section:

A. Agriculture and Silviculture.

1. Bona fide farm operations on land classified as agricultural pursuant to Section 193.461, Florida Statutes, as amended.

2. Silviculture operations on property zoned Agriculture, or legally existing nonconforming agricultural uses, that have completed a Forestry Management Plan and would qualify for classification as agricultural pursuant to Section 193.461, Florida Statutes, as amended.

3. Silviculture activities regulated through best management practices, interim measures, or regulations developed through the Florida Department of Environmental Protection, Florida Department of Agriculture and Consumer Services, or water management district.

B. Any activity that is expressly regulated and permitted by the U.S. Army Corps of Engineers or U.S. Environmental Protection Agency.

C. Emergency maintenance work performed for the protection of public health and welfare.

D. Any maintenance to an existing approved landscaped area made in accordance with an approved landscape plan.

E. Parks and Conservation lands with an approved Land Management Plan Shall be exempt from complying with the Landscaping Standards in Section 9.01 and the Tree Protection Standards in Section 9.02.

F. All pine trees and palm trees are exempt from needing a tree removal permit, except for natural longleaf pines (Pinus palustris).

G. Canopy trees located on a single family residential lot, five (5) acres or less in size, and contains an occupied residential dwelling are exempt from needing a tree removal permit provided tree requirements in Section 9.01.08(A) are met.

9.01.03 Waivers to Landscaping and Tree Protection Requirements. The County Manager or designee may waive up to twenty-five percent (25%) of any requirement in Section 9.01.00 or 9.02.00, other than requirements specified in a site specific zoning ordinance or conditional use permit, based on any of the following conditions:

1. The site cannot accommodate the required landscaping due to conditions not caused by the applicant;

2. A Landscape Architect certifies that the type and configuration of the landscape material to be used will accomplish the intent of this section;

3. Existing vegetation is of sufficient size and maturity that planting all the required vegetation is unnecessary. Such existing vegetation shall be preserved as a condition of approval;

4. Existing topography and grade changes naturally occurring on the land, not caused by the applicant, limit the planting area;

5. Existing wetlands limit the available planting area, or disturbance of the wetlands would be necessary in order to install the required landscaping; or

6. Required landscaping would impose greater drainage impacts on adjacent lands than an alternative design.

7. Unless otherwise approved by the County Manager or designee, at least two-thirds (2/3) of the required landscaping consists of Florida Friendly Landcaping™ ~~native~~ vegetation.

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9.01.05 General Landscaping Requirements.

A. Plant Materials. All required landscaping Shall meet the following general requirements:

1. Quality. All required plant materials Shall be installed and maintained in conformance with the provisions of this Section and Shall conform to the standards for Florida No. 1 or better as given in Florida Grades and Standards for Nursery Plants 2015 State of Florida, Department of Agriculture and Consumer Services, Tallahassee, which is hereby adopted and included by reference herein. A copy of such publication is available from the County Manager or designee. All plant material Shall be planted in suitable soil to permit its survival. Any plant materials not contained in the references provided in The Plant List for Lake County, and not prohibited by Section 9.01.09 Prohibited Plant Species, must be shown to be suitable for planting.

2. Soil Analysis. The existing soils on the site should be analyzed to help determine the appropriate plant types for the site.

3. Native Plants. A minimum of two-thirds (2/3) ~~fifty (50) percent~~ of the required plants Shall be ~~native~~ Florida Friendly Landscaping™ species suitable for the site.

4. Canopy Trees. All canopy trees required pursuant to this chapter Shall be a minimum of two and one-half (2.5) caliper inches and in a thirty (30) gallon container or greater. Equivalent ball and burlap trees may be used. The minimum height of trees is eight (8) feet and the minimum spread is four (4) feet.

   a. Canopy trees Shall be provided with a minimum one hundred (100) square foot pervious area around the trunk with a minimum diameter of eight (8) feet.

   b. Clustering may be utilized if needed for design intent. ~~Special precautions Shall be taken to not locate be located under or near utility easements.~~

   c. Canopy trees Shall not be located or installed under or near utility easements.

5. Ornamental trees. All ornamental trees required pursuant to this chapter Shall be a minimum of two (2) caliper inches and in a thirty-gallon container or greater. Equivalent ball and burlap trees may be used. The minimum height of trees is eight (8) feet and the minimum spread is four (4) feet.

   Adequate spacing Shall be maintained to protect and allow for the growth of the root systems of each tree.

6. Palms. Palms may be used in place of ornamental or canopy trees to meet the minimum tree requirements. In no case Shall the total number of palms of all species combined account for more than twenty (20) percent of the required canopy trees nor more than twenty (20) percent of the required ornamental trees. The minimum size of palms is four (4) feet of clear trunk for tree form palms. One (1) ~~Two (2)~~ palm tree~~s~~ may count as one (1) canopy or ornamental tree ~~unless it is a large specimen palm tree such as a Medjool or Date Palm which may be counted as one (1) palm tree to one (1) canopy or ornamental tree.~~

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9.01.06 Landscape Buffer Requirements.

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C. Street Tree Requirements.

1. Street trees shall be along internal roads.

2. All Street trees Shall be canopy trees, at an average spacing of fifty (50) feet on center spacing along both sides of roads. The canopy trees required for residential lots may count towards this requirement if within twenty (20) feet of the right-of-way line.

3. Trees may not be planted in the right-of-way (R.O.W.) ~~with a R.O.W. Utilization Permit. Any tree planted within the R.O.W. Shall comply with the Florida Green Book as amended, produced by the State of Florida's Department of Transportation.~~ Canopy trees Shall be planted a minimum of eight (8) feet from public sidewalks.

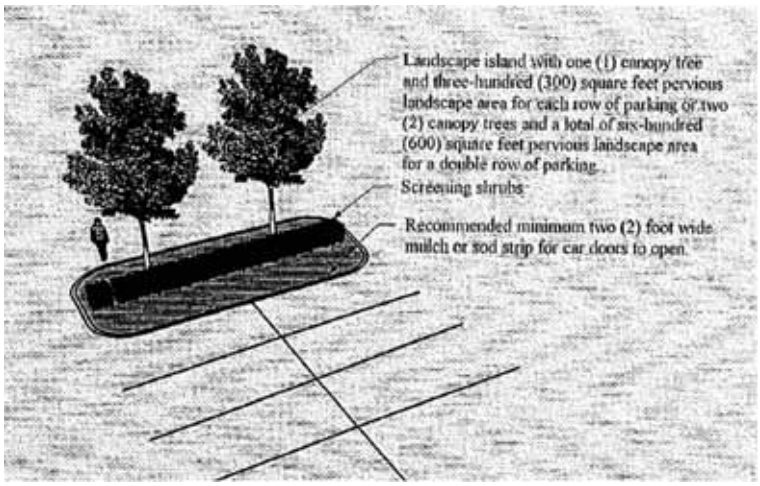
***

9.01.07 Internal Landscaping in Parking Areas and other Site Areas, other than Single-Family and Duplex Lots. Any development order other than for single-family or duplex dwellings Shall require that all ground surface areas used on commercial, institutional, community facility, industrial, condominium, recreational vehicle parks, or multifamily sites Shall have internal landscaping to provide visual and climatic relief from broad expanses of pavement and channelize and define logical areas for pedestrian and vehicular circulation. The following special landscaping requirements apply to commercial, institutional, community facility, industrial, condominium, recreational vehicle parks and multifamily sites.

A. Interior Parking Areas. Landscape islands Shall be provided within parking areas, as described below to prevent excessively long, contiguous runs of parking spaces. These areas Shall use curbs, wheel stops, bollards or other control measures to prevent encroachment or damage to trees and vegetation. This requirement Shall not apply to parking garages, staging or storage areas at distribution centers. ~~A minimum of fifty (50) percent of the required Interior Parking areas trees Shall be Live Oak trees.~~

1. Single-Row Terminal Landscape Islands. A single row parking bay Shall not contain more than ten (10) contiguous parking spaces or extend more than one hundred twenty (120) feet, whichever is more restrictive. One (1) single-row terminal landscape island, with a minimum pervious area of three hundred (300) square feet and a minimum width of twelve (12) feet, Shall be provided at each end of a single-row parking bay. Each single-row terminal landscape island Shall contain at least one (1) canopy tree. Required maximum two-foot high screening shrubs Shall be utilized the entire length of the landscape island, or as limited by sight distances. Please see below Figure C — Single and Double-Row Terminal Landscape Island.

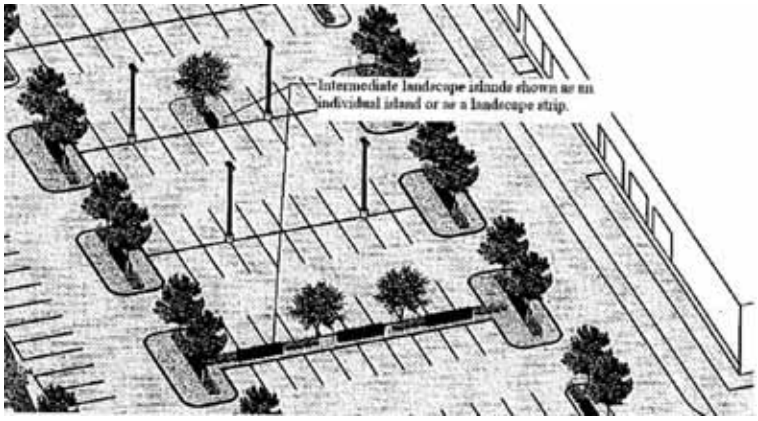
Figure C — Interior Parking Areas
Single and Double-Row Terminal Landscape
Island — Perspective View



2. Double-Row Terminal Landscape Islands. A double-row parking bay with head-to-head parking Shall not contain more than twenty (20) contiguous parking spaces in a two (2) rows × ten-space configuration or extend more than one hundred twenty (120) feet, whichever is more restrictive. One (1) double-row terminal landscape island, with a minimum pervious area of six hundred (600) square feet and a minimum width of twelve (12) feet, Shall be provided at each end of a double-row parking bay. Each double-row terminal landscape island Shall contain at least two (2) canopy trees. Required maximum two-foot high screening shrubs Shall be utilized the entire length of the landscape island, or as limited by sight distances.

3. Intermediate Landscape Islands. Intermediate landscape islands Shall be provided for any parking lot with eighty (80) or more parking spaces, and an additional intermediate landscape island Shall be provided for every additional twenty (20) parking spaces in excess of eighty (80). Each intermediate landscape island Shall have a minimum pervious area of three hundred (300) square feet and a minimum width of twelve (12) feet, and each intermediate landscape island Shall contain at least one (1) canopy tree. Required maximum two-foot high screening shrubs Shall be utilized the entire length of the landscape island, or as limited by sight distances. Alternatively, a minimum seven-foot wide landscape strip may be provided between head-to-head parking, which may count as the required intermediate landscape island for every three hundred (300) square feet of pervious area provided. If a landscape strip is used, ornamental landscape trees and shrubs Shall be planted within the landscape strip on minimum thirty-foot centers. Please see below Figure D — Intermediate Landscape Islands.

Figure D — Interior Parking areas — Intermediate Landscape Islands.

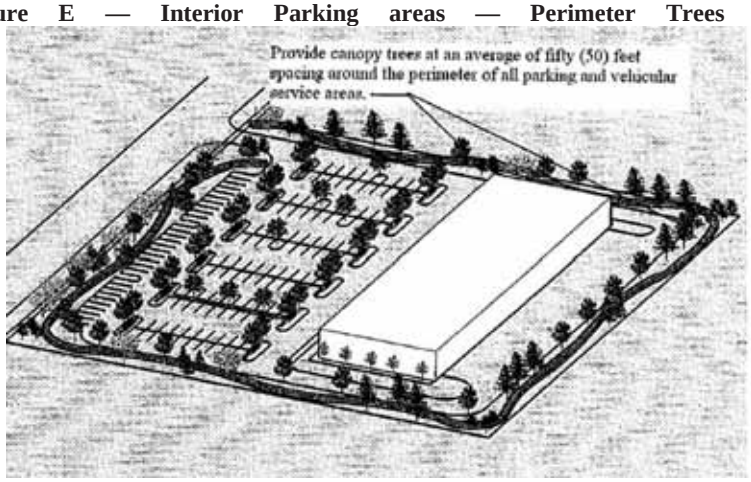


4. Limited Off-Street Paved Parking areas. Interior portions of off-street parking facilities, which are not specifically designed as parking spaces or maneuvering areas, Shall not be paved for vehicle use.

5. Parking Lot Trees and Substitutions. All trees in the parking lots Shall be canopy trees, unless otherwise provided. A maximum of twenty (20) percent of the required canopy trees in the parking lots may be substituted with palm trees. Palm trees used as substitutions in parking lots Shall be planted at a 1:1 ratio ~~2:1 ratio~~ (i.e. Cabbage Palms, Windmill Palms) in relation to canopy trees ~~with the exception of Canary Island Palms, Date Palms and Paurotis Palms, which may be planted at a 1:1 ratio~~.

6. Perimeter Trees and Spacing. Canopy trees Shall be planted an average of fifty-foot centers around the total perimeter of the parking lot and all vehicular service areas. Clustering may be utilized, but spacing Shall not exceed one hundred fifty-foot spacing. The canopy trees Shall be planted between eight feet (8) and thirty (30) feet from the edge of pavement. Canopy trees within the landscape buffers may be used if they fall within thirty (30) feet from the edge of paving or vehicular service area as shown in Figure E — Perimeter Trees and Spacing.

Figure E — Interior Parking areas — Perimeter Trees and Spacing



B. Building Landscapes, other than industrial. Buildings Shall have landscape areas planted with trees, shrubs or groundcovers, other than sod, around the building as follows:

1. Building perimeter landscape area shall be provided between all buildings and the public right-of-way and along the primary façade.

2. Landscape area shall be equal to the full linear length of the building base oriented towards the public right-of-way and have a minimum depth of 8 feet.

3. At least fifty percent (50%) of the required landscape area shall consist of landscape capable of achieving a maximum of thirty inch (30") in height, with one (1) canopy tree planted for each twenty-five (25) feet of linear building façade, or one (1) understory tree or palm tree planed for each fifteen (15) feet of linear building façade.

~~1. Building Perimeter landscaped area.~~

~~a. Shall be a minimum of three (3) feet wide;~~

~~b. Shall be around a minimum of forty (40) percent of the building perimeter; and~~

~~c. Shall be located within twenty-five (25) feet of the building walls.~~

~~2. Minimum planting requirement for each one hundred (100) feet.~~

~~a. Three (3) ornamental trees or one (1) canopy tree; and~~

~~b. Twenty-eight (28) shrubs.~~

~~c. Trees installed for any other requirement of this section may be credited towards this requirement if in the required location.~~

~~Example: A Building with a perimeter of 150 feet would require 60 feet of perimeter landscaping (40% × 150 feet). The planting requirement would be:~~

~~Ornamental Trees: 0.60 (60 feet/100 feet) × 3 Ornamental Trees = 2 Ornamental Trees (1.8 rounded to nearest whole number) OR one (1) canopy tree.~~

~~Shrubs: 0.60 (60 feet/100 feet) × 28 shrubs = 17 Shrubs (16.8 rounded to nearest whole number).~~

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9.01.08 Landscape Requirements for Individual Single-Family Residential and Duplex Lots. No Certificate of Occupancy Shall be issued unless in compliance with this section. The requirements of this Section Shall be noted on the development permit and/or plot plan unless otherwise required by other provisions in the Lake County Code or any other development order.

A. Canopy tree requirements. Each single-family or duplex lot Shall provide canopy trees as follows:

1. A minimum of two (2) canopy trees for lots six thousand (6,000) square feet or less.
2. A minimum of three (3) canopy trees for lots between six thousand one (6,001) and ten thousand (10,000) square feet.
3. A minimum of four (4) canopy trees for lots between ten thousand one (10,001) square feet to fifteen thousand (15,000) square feet.
4. A minimum of five (5) canopy trees for lots between fifteen thousand one (15,001) square feet to forty-three thousand five hundred sixty (43,560) square feet (1 acre).
5. A minimum of eight (8) canopy trees for lots between one (1) acre and less than two (2) acres.
6. A minimum of eleven (11) canopy trees for lots between two (2) acres and less than three (3) acres.
7. A minimum of fifteen (15) canopy trees for lots between three (3) acres and less than five (5) acres.
8. A minimum of twenty-five (25) trees for lots five (5) acres or greater.

Existing trees meeting the quality and size requirements within required buffers immediately adjacent to the lot may be credited towards this requirement.

B. Street trees within lots. One (1) or more of the required trees Shall be planted at a minimum of ten (10) feet and maximum of twenty (20) feet outside of the right-of-way for lots less than or equal to one-half (½) acre. More canopy trees may need to be planted along the road right-of-way to satisfy other requirements of the code.

C. Preservation of existing trees. Existing trees that are classified as protected trees in Section 9.02.01 (A) and greater than ~~three (3)~~ eight (8) inches in diameter Shall be preserved unless within the areas required for access, infrastructure, building footprint or within a thirty (30) ~~fifteen (15)~~ foot offset of the footprint for the residence. Stem wall construction Shall be used where necessary to achieve this requirement. The following exceptions may be allowed to this requirement:

1. Trees in fire prone areas, such as pine forests, or in rural communities with a density of less than two (2) dwelling units per acre, may remove trees with the appropriate permit, a distance of up to thirty (30) feet from a building upon written authorization by the Lake County Fire Chief or designee.
2. Existing fire-prone vegetation may also be removed up to thirty (30) feet from the structure's wall with permission granted by the Lake County Fire Chief or designee. The minimum landscaping required by this section Shall be provided.

3. Any trees or vegetation that are protected by other laws such as wetland trees Shall not be removed without the prior written approval from the Water Management District or the appropriate jurisdictional agency.

D. Avoid damage by structures. Structures Shall be located to avoid removing or damaging protected trees to the maximum extent possible.

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9.02.00 - Tree Protection.

A. Purpose. The purpose of this Section is:

1. To encourage the proliferation of trees and palms.

2. To establish rules and regulations governing the protection and replacement of trees and palms within unincorporated Lake County; and

3. To recognize the importance of trees and palms and their meaningful contribution to a healthy, beautiful, and safer community attributable to their carbon dioxide absorption, oxygen production, dust filtration, wind and noise reduction, soil erosion prevention, lakeshore erosion protection, wildlife habitat, surface drainage improvement, beautification and aesthetic enhancement of improved and vacant lands and the general promotion of the health, safety, welfare and well-being of the community.

9.02.01 Protected Trees.

A. Designation of Protected Trees. The following trees and palms are designated protected trees:

1. All trees and palms native to Florida or Florida Friendly, eight (8) ~~three (3)~~ inches or larger in diameter at breast height.

2. Sand Pine and Xeric Oak Scrub community trees four (4) ~~two (2)~~ inches diameter or larger at breast height.

3. Wetland trees of any size.

4. Specimen and Heritage trees.

B. Exemptions to Protected Trees. Prohibited trees, invasive trees, citrus or non-native fruit trees of any species Shall not be considered a protected tree.

9.02.02 Tree Removal Permit Required. It Shall be unlawful and a violation of this Section to clear, kill or remove a protected tree or palm by any method without first obtaining a tree removal permit unless exempted under Section 9.02.04.

When a development order is issued for a site plan, subdivision or master park plan, a separate tree removal permit Shall not be required if the trees to be removed are identified and mitigated on the approved landscape plan. Approval of a preliminary plat does not authorize approval for the removal of trees or other vegetation.

Any tree removal, not specifically exempted herein, Shall require replacement trees in compliance with this Section and Shall specify the schedule when trees will be removed and when such replacement trees will be planted.

When the removal of trees is associated with a development project, the removal of trees authorized pursuant to the Lake County Tree Removal Permit Shall not commence until one (1) of the following has been approved or issued:

A. Subdivision construction plan;

B. Final master site plan;

C. Master park plan; (only applicable within parks);

D. Building permit; or

E. Lot grading/site alteration plan.

9.02.03 Violations. Each tree damaged or destroyed without a permit required under Section 9.01 or Section 9.02 Shall be considered a separate violation punishable pursuant to Chapter 8, Lake County Code. Determinations of the number of cleared trees Shall be based on best available data that may include surveys of adjacent property or aerial photographs taken prior to clearing.

A. If a non-exempt specimen tree or a heritage tree is removed without a tree removal permit, each tree Shall be replaced at a ratio of 2~~.5~~:1 of the mitigation requirement. ~~If three (3) or more protected trees are removed without a tree removal permit, each tree Shall be replaced at a ratio of 2:1 for mitigation.~~ Any other tree removal without a tree removal permit Shall be replaced in accordance with the replacement requirements stated for a permitted removal.

B. If a non-exempt protected tree is removed without a permit, a restoration plan Shall be prepared and submitted within thirty (30) days for approval by the County Manager or designee. All trees shown on the approved site restoration plan must be installed pursuant to Section 9.02.07 Location of Tree Replacement Sites.

9.02.04 Exemptions to Tree Removal Permit Requirements. The following protected trees and palms may be removed without a tree removal permit and required mitigation:

A. Excluding the number of trees required in Section. 9.01.08(A), any tree located on a single family residential lot, five (5) acres or less in size that also contains an occupied residential dwelling. All pine tree and palm trees are exempt from needing a tree removal permit, except for natural longleaf pines (Pinus palustris). All other t~~T~~rees that are not required for any landscape requirement, provided such removal does not to exceed a combined cumulative caliper of thirty (30) inches of Protected Trees within any one (1) three-year period;

B. Trees located within new or existing recorded or prescriptive public road or drainage rights-of-way and easements that are to be removed as part of a Board of County Commissioners approved project. However, all protected trees removed under this exemption Shall be avoided or relocated whenever feasible.

C. Any tree determined to be in a hazardous or dangerous condition so as to endanger the public health, safety or welfare and requires immediate removal. Authorization may be given by the County Manager or designee pursuant to the following procedures:

1. Photo documentation of the hazardous tree(s) by property owner is required prior to removal and Shall be submitted to the County Manager or designee.

2. If the tree, due to immediate danger, is removed prior to obtaining written authorization, a letter and photo documentation demonstrating the immediate danger Shall be submitted to the County Manager or designee within fifteen (15) days of the removal.

3. The subsection expressly includes Heritage and Specimen Trees when such trees endanger property or the public health, safety or welfare.

D. Agriculture and Silviculture. Bona fide farm operation on land classified as agricultural pursuant to Section 193.461, Florida Statutes, as amended.

1. Silviculture operations on property zoned Agriculture, or legally existing nonconforming agricultural uses, that have completed a Forestry Management Plan and would qualify for classification as agricultural pursuant to Section 193.461, Florida Statutes, as amended.

2. Silviculture activities regulated through best management practices, interim measures, or regulations developed through the Florida Department of Environmental Protection, Florida Department of Agriculture and Consumer Services, or water management district.

3. The activity is expressly regulated and permitted by the U.S. Army Corps of Engineers or U.S. Environmental Protection Agency.

E. Trees that have died through natural causes or diseased trees Shall not require replacement or relocation. Trees killed or toppled by Acts of God such as lightning, hurricanes and tornadoes Shall not be required to be replaced or mitigated unless the tree(s) are required as part of a Development Order issued by Lake County.

F. Trees removed for any County or Municipality Public Works approved development including but not limited to stormwater management, reservoirs, or other major utility projects.

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9.02.06 Replacement Requirements. When a tree removal permit is issued, the County Manager, or designee, Shall require the replacement of removed trees and palms as a condition of the issuance of a permit, as follows:

A. Protected and Specimen Trees. Fifty (50) percent of the total number of caliper inches measured at diameter breast height (DBH) for Native and Florida-Friendly trees.

B. Heritage Trees. One-hundred (100) percent of the total caliper inches of a Heritage Tree.

C. Replacement trees.

1. Trees removed which are exempt under Section 9.02.04 or removed pursuant to Section 9.02.05.A.7. shall not require replacement unless needed for minimum tree requirement.

2. Trees located within the proposed footprint and thirty (30) ~~ten (10)~~ feet around the perimeter of the footprint of a new dwelling unit, duplex, residential addition, septic tank/drainfield or driveway area, shall not require replacement unless needed to meet the minimum tree requirement, provided the following condition is met:

a) There is not sufficient area on the lot to locate the new dwelling unit, duplex, residential addition, septic tank/drainfield or driveway, meeting all setbacks, without removing the trees. The following standards shall apply:

1. Trees shall only be removed after the building permit for the new dwelling unit, duplex or residential addition has been obtained; and

2. If an approved building inspection is not completed on the dwelling unit, duplex or residential addition within six (6) months of obtaining the building permit, replacement of the trees removed shall be required.

3. More than one (1) tree may be used to replace a tree or trees that are removed, but the minimum caliper of the replacement canopy trees Shall be no less than two-and-one-half (2½) inches and two (2) inches for replacement ornamental trees.

4. Minimum of seventy-five (75) percent of the replacement trees Shall be canopy trees.

5. Twenty-five (25) percent maximum of the replacement trees may be ornamental trees.

~~6. Palm trees and pine trees may be used but Shall not exceed four (4) inches credit per tree given as replacement regardless of their installed size.~~

6~~7~~. Replacement trees may be used to meet the landscape requirements set out in Section 9.01.

D. Tree Sampling for Large Sites. Sites over twenty-five (25) ~~fifty (50)~~ acres may identify and sample trees to be removed as follows:

1. The locations of all specimen and heritage trees protected or proposed for removal Shall be located.

2. Other protected trees Shall be surveyed as follows:

   a. The first twenty-five (25) ~~fifty (50)~~ contiguous acres Shall be surveyed by accounting for all protected trees to be removed.

   b. The remaining acreage may be surveyed using sample plots. The sample plots Shall be a minimum area of twenty (20) percent of the remaining part of the site to be developed and twenty (20) percent of each vegetative community within the remaining part of the site to be developed. Each of the sample survey plots Shall be a minimum of one hundred (100) feet by one hundred (100) feet in size and Shall conform to current forestry practices.

   c. All protected trees eight (8) ~~three (3)~~ inch DBH caliper or greater, unless the trees are part of a wetland, sand pine or xeric oak scrub community in which case trees four (4) ~~two (2)~~ inches DBH and larger Shall be counted.

3. The tree survey Shall be conducted by a registered Landscape Architect, certified arborist, or certified forester.

4. A tree survey report detailing all findings, including the number and caliper of trees surveyed, estimates of trees surveyed, estimates of protected trees and distribution based on survey plots, and the size and location of specimen or heritage trees, Shall be prepared and submitted to the County as part of the site plan review process. The methods of the tree survey Shall be clearly detailed in the written report provided to Lake County.

5. Lake County reserves the right to require more detailed tree sampling if the County Manager or designee determines that the information provided is insufficient or that site-specific considerations warrant additional information.

E. Landscape credit. The replacement trees may be used to meet the requirements of the landscape standards set out in Section 9.01. All replacement trees Shall be provided even if the total number exceeds the landscape requirement.

F. Replacement maintenance. The replacement trees Shall be maintained in good condition in perpetuity, and the property owner Shall guarantee survival.

G. Palm trees. Palm trees Shall not account for more than twenty (20) percent of the required replacement trees.

H. Replacement size. Replacement trees Shall conform to the size and planting requirements of the Landscape Code. Ornamental trees may not exceed twenty-five (25) percent of the total caliper replacement inches required.

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9.02.10 Heritage Trees.

A. Purpose. It is the purpose of this Subsection to acknowledge the existence of certain trees within the County that are significant or unique due to factors such as age, size, historic significance or type and to protect such trees through their designation as heritage trees. Though not required,

~~D~~designation of heritage trees by the County Manager or designee ~~Board~~ Shall be in accordance with the standards and procedures in this Subsection.

B. Designation Standards. At least one (1) of the following standards Shall apply in order for a tree to be designated a heritage tree:

1. Size. Trees with a forty-inch caliper or greater, singly or with a combined trunk, measured at fifty-four (54) inches from the surface of the ground.

2. Age. Trees that are determined to be at least one hundred (100) years old or to be at approximate half-life maturity and are in good health.

3. Form. Trees that are determined to have a unique form or shape, due to geography, climate, environmental or natural growth habitat conditions, and are in good health.

4. Ecological Value. Trees that are determined to have an ecological value to the County in terms of soil or water conservation and management, wildlife habitat, or endemic native flora habitat, and are in good health.

5. Rarity. Trees that are determined to be non-indigenous, rare, or unique to the County, and are in good health.

6. Historical Significance. Trees that have been designated as having historical significance by the Lake County Historical Society ~~or the Board of County Commissioners~~.

C. Prohibited Trees are excluded from designation as a Heritage Tree.

D. Application Procedures.

1. Applications may be initiated by owners of the Property or developers as part of their development plan.

2. Applications on forms provided by the County Manager or designee Shall be completed and submitted to the County Manager or designee.

3. The County Manager or designee may request assistance from the Lake County Forester, State Division of Forestry, in determining compliance with any of the designation standards. If the tree poses a potential hazard to persons or property it shall not be designated.

4. The Board of County Commissioners may adopt a resolution recognizing the designation.

E. Recognition of Heritage Trees. Any non-prohibited trees with forty-inch caliper or greater, singly or with a combined trunk, measured at fifty-four (54) inches from the surface of the ground Shall be recognized as a heritage tree without application. An applicant Shall identify the location, number and size of all heritage trees on any required tree survey submitted to the County for site plan or plat review. In addition, the County may identify heritage trees that are found to meet this criterion.

F. Approval and Protection.

1. Any non-prohibited tree satisfying one (1) or more of the size criteria for a heritage tree as specified above Shall be recognized and recorded as a heritage tree by the County Manager or designee, without approval by the Board of County Commissioners. The Board of County Commissioners may adopt a resolution recognizing the designation.

2. Removal of a heritage tree Shall be prohibited, unless it poses a danger to persons or property. A variance may also be granted by the Board of Adjustment. The property owner Shall protect any tree designated as a heritage tree to ensure its long-term health.

Section 3. **Inclusion in Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. **Severability.** If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall

for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. **Effective Date.** This ordinance shall become effective as provided for by law.

ENACTED this day of _____ day of _____, 2018.

FILED with the Secretary of State the ____ day of _____, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

_____

Timothy I. Sullivan, Chairman

This ____ day of _____, 2018.

Approved as to form and legality:

_____

Melanie Marsh, County Attorney

EXHIBIT 15

Avalon Groves Projects

Village 3 Fountain	
Pond Planting (Dragonfly-attracting)	2026 - clusters of 20 Pickerelweed alternating with 20 arrowhead planted around pond 2 - 10' spacing between plantings - 2,040 @ $2.50 ea - $5,100.
Aerators	Steadfast Aerator Kit - install $9,000, $600/yr maintenance Pond 12 has electric available, other ponds may require electric service in addition
Pond Erosion	DE to advise w/annual inspection or Steadfast to notify if concerns identified during monthly site visits
Tree Replacement Around Ponds (requires irrigation replacement)	
Irrigation Around Ponds (for new trees)	
Sawgrass Bay Blvd Beds	
Playground Shade (will not be covered by insurance)	2025 Pricing A) Creative Recreation Products: Goldcrest Loop - $43,558.00 B) Medley Construction: $30,000.00 - $45,000.00 C) Shade Systems: Edgemont - $40,242.44, Goldcrest Loop - $62,316.50
Mailbox pavillion	