



**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**

*Advanced Meeting Package*

*Regular Meeting  
and Budget/Assessment Public Hearings*

*Date/Time:  
Thursday  
August 24, 2023  
1:00 p.m.*

*Location:  
Avalon Groves Amenity Center  
17555 Sawgrass Bay Blvd.,  
Clermont, FL 34714*

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

# Avalon Groves Community Development District

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

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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 with Budget/Assessment Public Hearings is scheduled for **Thursday, August 24, 2023 at 1:00 p.m. at Avalon Groves Amenity Center – 17555 Sawgrass Bay Blvd., Clermont, FL 34714.**

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

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

Sincerely,

*Kyle Darin*

Kyle Darin  
District Manager

Cc: Attorney  
Engineer  
District Records

# AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, August 24, 2023

Time: 1:00 p.m.

Location: Avalon Groves Amenity Center  
17555 Sawgrass Bay Blvd.,  
Clermont, FL 34714

[Click Here to Join the Meeting Online](#)

Dial-in Number: 1-904-348-0776

Phone Conference ID: 862 156 243#

(Mute/Unmute: \*6)

## 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](mailto:sconley@vestapropertyservices.com)*

### I. Roll Call

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

### III. Staff Reports

#### A. District Counsel – *Jere Earlywine, Kutak Rock*

##### 1. Update on Acquisitions, Conveyances, and Agreements

##### a. Edgemont

*To be Distributed*

#### B. District Engineer – *Greg Woodcock, Stantec*

##### 1. Discussion on Pond Report Recommendations for Erosion Control Around Pond Drainage Structures – *Previously Presented*

[Exhibit 1](#)

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

##### 1. Aquatic Maintenance Report – *Steadfast Environmental*

[Exhibit 2](#)

##### 2. Landscape Maintenance Report – *Dana Bryant, Yellowstone*

#### D. Serenoa POA Amenity Manager – *David Pugh, Evergreen Lifestyles Management*

#### E. Palms at Serenoa HOA Amenity Manager – *Thomas Prince, Leland Management*

### IV. Business Matters

#### A. Consideration of Landscape Maintenance Vendor

##### 1. Review of Landscape Maintenance Draft Agreement and Initial Scope of Work

[Exhibit 3](#)

##### 2. Presentation of Landscape Maintenance Proposals

*Under Separate Cover*

##### 3. Evaluation of Landscape Maintenance Vendors

[Exhibit 4](#)

**IV. Business Matters (Continued)**

**B. FY 2023-2024 Budget Adoption**

1. **FY 2023-2024 Budget Public Hearing**
  - a. Open Public Hearing
  - b. Presentation of FY 2023-2024 Budget [Exhibit 5](#)
  - c. Public Comments
  - d. Close Public Hearing
2. Consideration and Adoption of **Resolution 2023-14, Adopting the Fiscal Year 2023-2024 Budget** [Exhibit 6](#)
3. **FY 2023-2024 Assessment Public Hearing**
  - a. Open Public Hearing
  - b. Presentation of FY 2023-2024 General Fund Assessment Allocation [Exhibit 7](#)
  - c. Public Comments
  - d. Close Public Hearing
4. Consideration and Adoption of **Resolution 2023-15, Providing for the Collection and Enforcement of Special Assessments for Fiscal year 2023-2024** [Exhibit 8](#)

**V. Consent Agenda**

- A. Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held July 27, 2023 [Exhibit 9](#)
- B. Consideration and Acceptance of the July 2023 Unaudited Financial Report [Exhibit 10](#)

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

**VII. Supervisor Requests** *(Includes Next Meeting Agenda Item Requests)*

**VIII. Action Items Summary** [Exhibit 11](#)

**IX. Next Meeting Quorum Check**                      *September 28, 2023 at 1 p.m.  
Avalon Groves Amenity Center  
17555 Sawgrass Bay Blvd., Clermont, FL 34714*

**X. Adjournment**



# EXHIBIT 1



Stantec visited Avalon Groves to review reports of low water levels associated with Pond 19. During our review water levels were observed to be normal for this time of year. The previous report indicated dewatering of adjacent ponds that would affect the water levels during the dewatering process.

Stantec reviewed pond 19 and surrounding ponds to ensure drainage structures are free of defects and functioning as intended, pond banks are graded correctly and do not have erosion present, and vegetation both within the ponds and beyond the top of bank do not inhibit the functionality of the overall pond system. We have provided location maps and photographic documentation below with recommendations for repairs, to ensure the ponds continue to function as designed.

Greg Woodcock

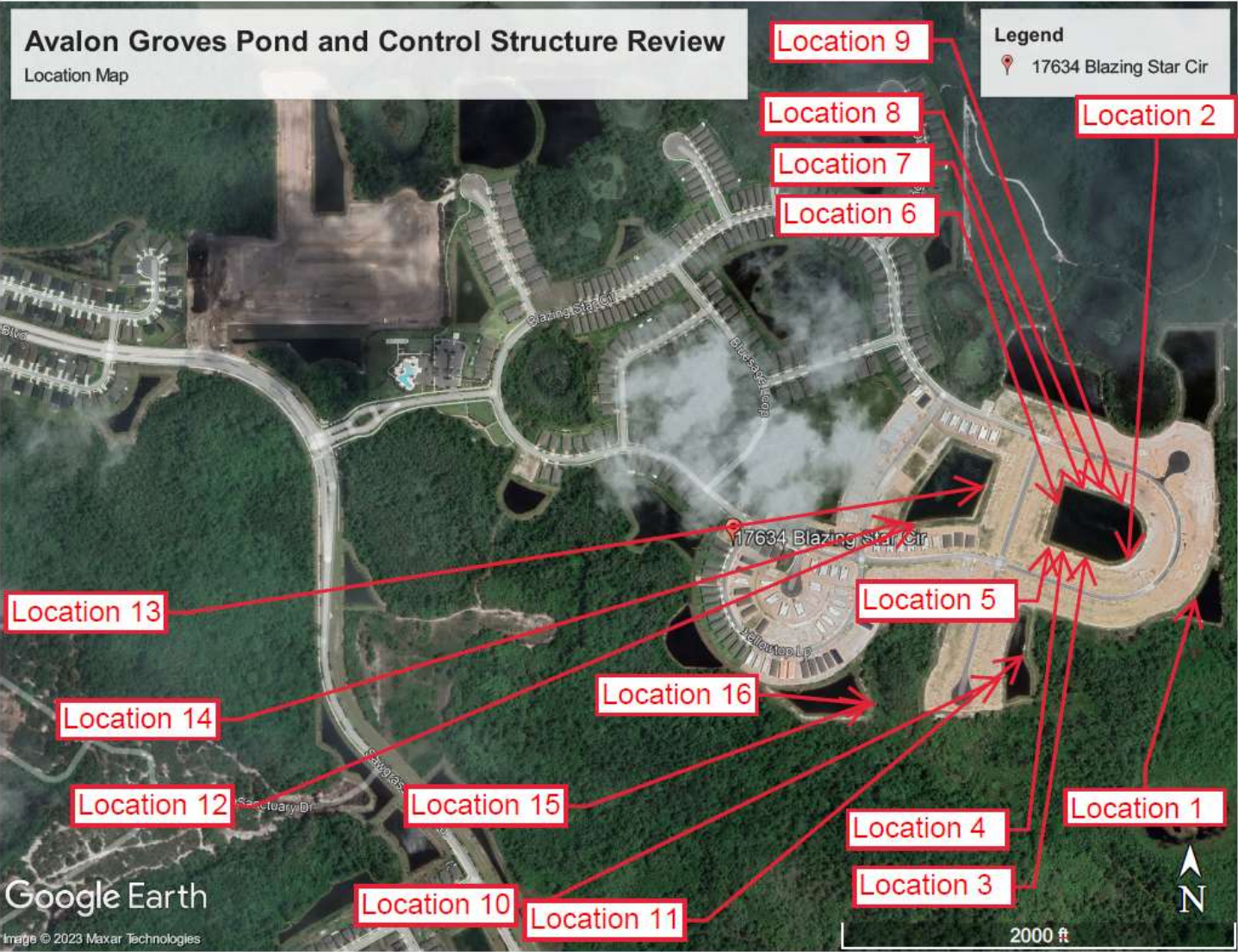
Project Manager

Stantec

(352) 777-0183

Greg.Woodcock@Stantec.com







**Location 1:** MES pipe has cracked and separated below the concrete end treatment. Pipe should be repaired to prevent additional separation. Turbidity barrier was installed and not removed. If construction is completed the turbidity barrier should be removed.



**Location 2:** Bare soil observed. Lack of vegetation/sod makes the bank prone to erosion. Sod all disturbed areas.





**Location 3:** Bare soil observed. Lack of vegetation/sod makes the bank prone to erosion. Sod all disturbed areas.



**Location 4:** Bare soil observed. Lack of vegetation/sod makes the bank prone to erosion. Sod all disturbed areas.



**Location 5:** Bare soil observed. Lack of vegetation/sod makes the bank prone to erosion. Sod all disturbed areas.



**Location 6:** Turbidity barrier was installed and not removed. If construction is completed the turbidity barrier should be removed





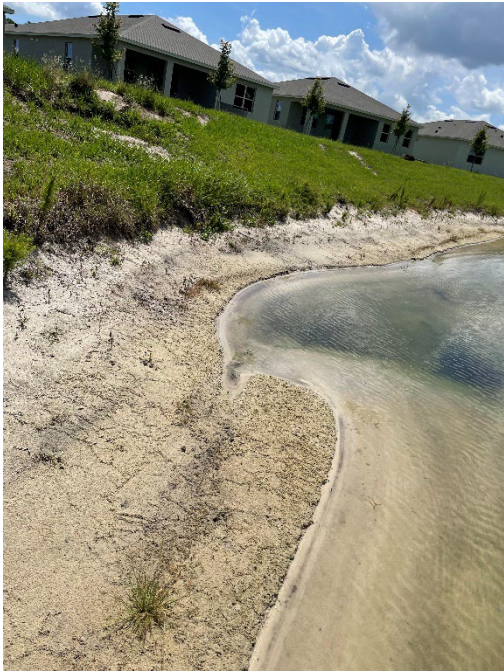
**Location 7:** Bare soil observed. Lack of vegetation/sod makes the bank prone to erosion. Sod all disturbed areas.



**Location 8:** Bare soil observed. Lack of vegetation/sod makes the bank prone to erosion. Sod all disturbed areas.



**Location 9:** Exposed bond bank is prone to erosion. Sod exposed pond bank to prevent future erosion



**Location 10:** Turbidity barrier was installed and not removed. If construction is completed the turbidity barrier should be removed.





**Location 11:** Bare soil observed around the control structure. Lack of vegetation/sod makes the bank prone to erosion. Sod all disturbed areas.



**Location 12:** Turbidity barrier was installed and not removed. If construction is completed the turbidity barrier should be removed. Evidence that the mitered end section (MES) is starting to get undermined.



**Location 13:** Bare soil observed around the control structure. Lack of vegetation/sod makes the bank prone to erosion. Sod all disturbed areas.



**Location 14:** Bare soil observed around the control structure. Lack of vegetation/sod makes the bank prone to erosion. Sod all disturbed areas.





**Location 15:** Silt has built up under the skimmer. Remove silt and debris a minimum of 6" under the skimmer to ensure proper flow.





**Location 16:** Existing trees are to be removed that are crossing the sump area. Ditch pavement is starting to show signs of erosion and undermining. We recommend rip rap around the existing outfall structure to deter undermining and erosion.



# EXHIBIT 2





## Avalon Groves CDD Aquatics

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**Inspection Date:**

8/11/2023 1:20 PM

**Prepared by:**

Lee Smith

Account Manager

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





# Inspection Report

**SITE: 31**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Minor amounts of subsurface algae was observed in this pond. Some shoreline grasses were also present but in minor amounts. Routine maintenance and monitoring will occur here.

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

**SITE: 32**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Torpedo grass is present along the shoreline and within the water of this pond. Very minor amounts of algae was observed in some areas as well. Our technician will target these during the next maintenance event.

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



# Inspection Report

**SITE: 33**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Slender Spikerush was observed along the edge of this pond. There was also some surface and subsurface algae present as well. These nuisance species will be treated accordingly during the next visit.

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

**SITE: 34**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

No nuisance vegetation growth observed. Pond is in excellent condition.

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





# Inspection Report

**SITE: 35**

Condition: Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

No major algae growth observed. Very minor amounts of torpedo grass were present along the shoreline. Routine maintenance and monitoring will occur here.

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

**SITE: 36**

Condition: Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Subsurface algae was observed throughout this pond, but nothing of concern. Some shoreline grasses were present as well. Vegetation around the pond needs to be cut by landscaping.

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



# Inspection Report

**SITE: 37**

Condition:    Excellent    ✓Great    Good    Poor    Mixed Condition    ✓Improving



**Comments:**

Torpedo grass was present around the perimeter of this pond in minor amounts. This was the only nuisance vegetation observed. Technician will target these grasses during future maintenance events.

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

**SITE: 38**

Condition:    Excellent    Great    ✓Good    Poor    Mixed Condition    ✓Improving



**Comments:**

The main nuisance vegetation present in this pond was Torpedo Grass and Slender Spikerush along the shoreline and within the water in moderate amounts. There was also minor amounts of algae in some areas. Signs of treatment are apparent from the blue coloring in the water that is our approved algaecide/herbicide. Our technician will continue to monitor and treat accordingly.

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





# Inspection Report

**SITE: 39**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Torpedo grass and Slender Spikerush are the nuisance species present in this pond. Some of these grasses appear to be decaying from previous treatment. Our technician will continue to target them and treat accordingly.

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

**SITE: 40**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Water level in pond is low. Some decaying shoreline grasses are present along the bank. No other nuisance vegetation growth observed. Routine maintenance and monitoring will occur here.

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



## MANAGEMENT SUMMARY



With the passing of the solstice, we are currently in the longest, hottest part of the year, the height of Summer. As such, algae and vegetation are growing as rapidly as possible. At this time of year, it will be a cyclical battle against these forces until more frequent rainfall or cooler temperatures bring relief with the onset of Fall. Our most recent visit was Wednesday (8/9), and evidence of our technician's treatment should be apparent all throughout the community. Recently treated algae and vegetation on all ponds will begin to decay following treatment, and will disappear over the course of 7-10 days. All waterways are being closely monitored and treated accordingly to keep them as healthy as possible during these warm summer months.

Considering the season, most ponds are in great condition. Nuisance grasses were still present in moderate amounts and will be a main focus going forward. In terms of algal activity, there are still minor amounts of decaying algae around the perimeters and throughout some ponds. Those ponds that still contain notable amounts of algae will be on our technician's radar for future visits. Some ponds simply require light touch ups to stay in good health during the summer conditions. Proceeding treatments will continue to combat any new growth that pops up between visits, as the growing season continues. Rains have improved most pond conditions favorably, and should continue to improve them as we move into the rainy, summer months.

## 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.

Avoid overtreating ponds, to prevent fish kills or toxic blooms.

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

Thank you for choosing Steadfast Environmental!



MAINTENANCE AREA



# Avalon Groves CDD

Sawgrass Bay Boulevard, Clermont

Gate Code:



# EXHIBIT 3



**LANDSCAPE & IRRIGATION SERVICES AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**Avalon Groves Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Lake County, Florida, and having offices at c/o Vest District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“District”); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (“Contractor,” and collectively with the District, “Parties”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

**WHEREAS**, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (“Work”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District



contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Kyle Darin to act as the District Representative. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.



If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin \_\_\_\_\_, 2023, and end September 30, 2023 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor \_\_\_\_\_ (\$\_\_\_\_\_) per year, in monthly amounts of \_\_\_\_\_ (\$\_\_\_\_\_). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a

payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

## **8. INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

- ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
  - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
  - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
- i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.



**9. INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

**10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**11. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District’s satisfaction and in the District’s discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms (“Requisitions”) for all materials to be directly purchased by the District.
- (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- (d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- (f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- (g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.



(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

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

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.



21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

**A. If to the District:** Avalon Groves  
Community Development District  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W College Avenue



Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

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

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall Lake County, Florida.

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





**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT KDARIN@VESTAPROPERTYSERVICES.COM, OR BY REGULAR MAIL AT 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]



**IN WITNESS WHEREOF**, the Parties execute this Agreement as set forth below.

**ATTEST:**

**AVALON GROVES  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
 Secretary  
 Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
 Chairperson  
 Vice Chairperson

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

**ATTEST:**

\_\_\_\_\_

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

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

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

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Maintenance Map**



**EXHIBIT "A"**  
**SCOPE OF SERVICES**



## SCOPE OF SERVICES

### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

**1) MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counterclockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

***Pond Mowing*** - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that

trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

**3) TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear



site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

**Palms** - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

**4) WEEDS AND GRASSES** – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

**AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

**NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

**5) MAINTENANCE OF PAVED AREAS** – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means



(line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblin expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

**7) REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

## PART 2

### FERTILIZATION

Any fertilizer ordinance in place for Lake County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

**NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF LAKE COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.**

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

#### All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF





November A complete fertilizer based on soil tests + PreM

**All Bahia Sod:**

February A complete fertilizer based on soil tests + Pre M  
April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)  
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
October A complete fertilizer based on soil tests + Pre M

**All Zoysia Sod:**

February A complete fertilizer based on soil tests + PreM  
April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)  
May SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
July SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
September Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)  
November A complete fertilizer based on soil tests + PreM

**All Bermuda Sod:**

February A complete fertilizer based on soil tests + PreM  
March Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)  
April SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
May A complete fertilizer based on soil tests  
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
July Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)  
September SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)  
November A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.



**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR’S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

**PART 3**

**PEST CONTROL**

**Insects and Disease in Turf** - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those



species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

**Fire Ant Control** - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

#### **PART 4**

#### **IRRIGATION SYSTEM MONITORING AND MAINTENANCE**

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well).

These inspections shall include:



A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of





run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lake County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

## **PART 5**

### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

## **PART 6**

### **ANNUAL INSTALLATION**

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately \_\_\_\_\_ annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

#### **December through March**

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

#### **April through June**

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

#### **July through November**

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

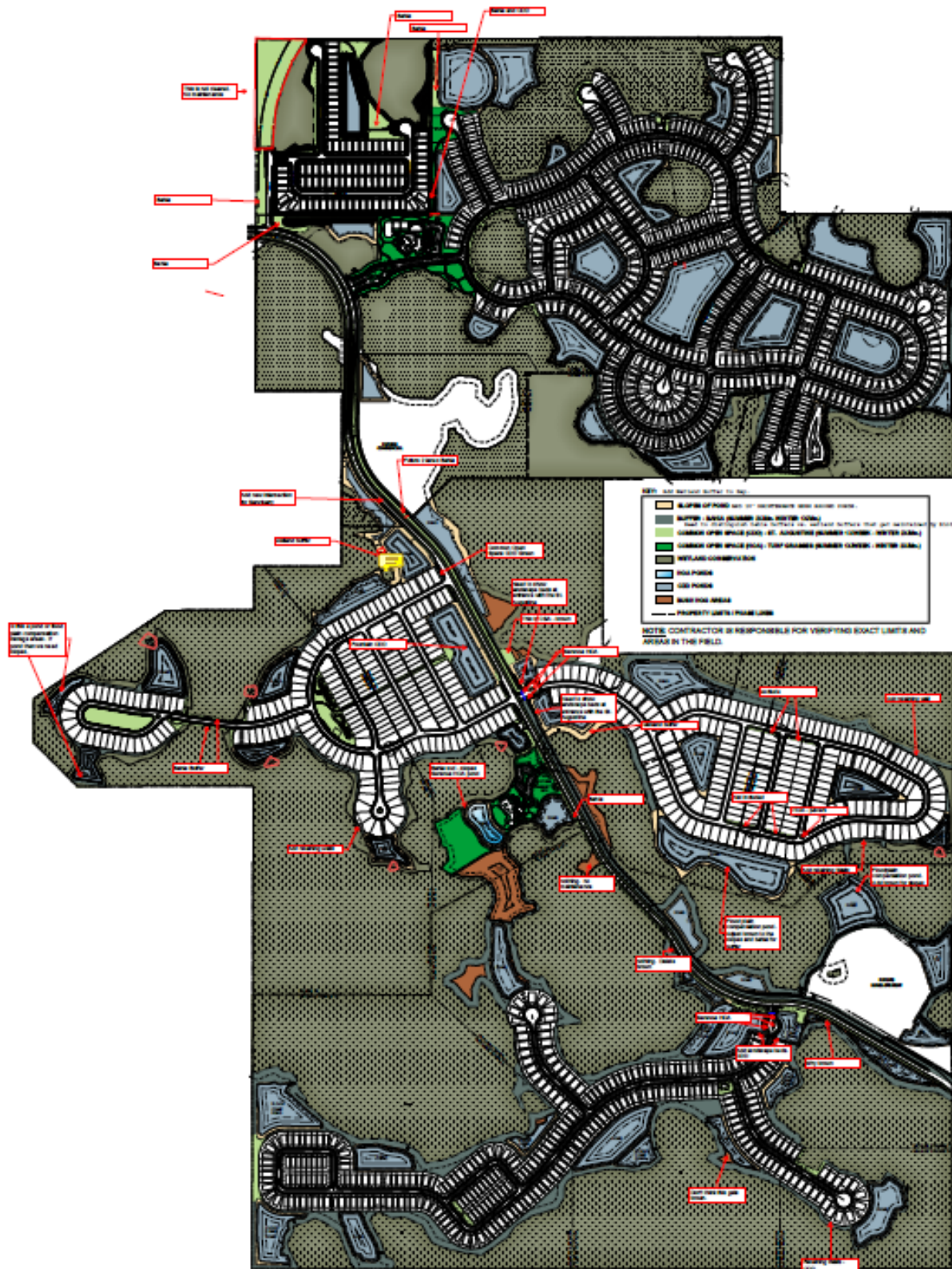
#### **November and December**

Red and white petunias

\*\* Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums



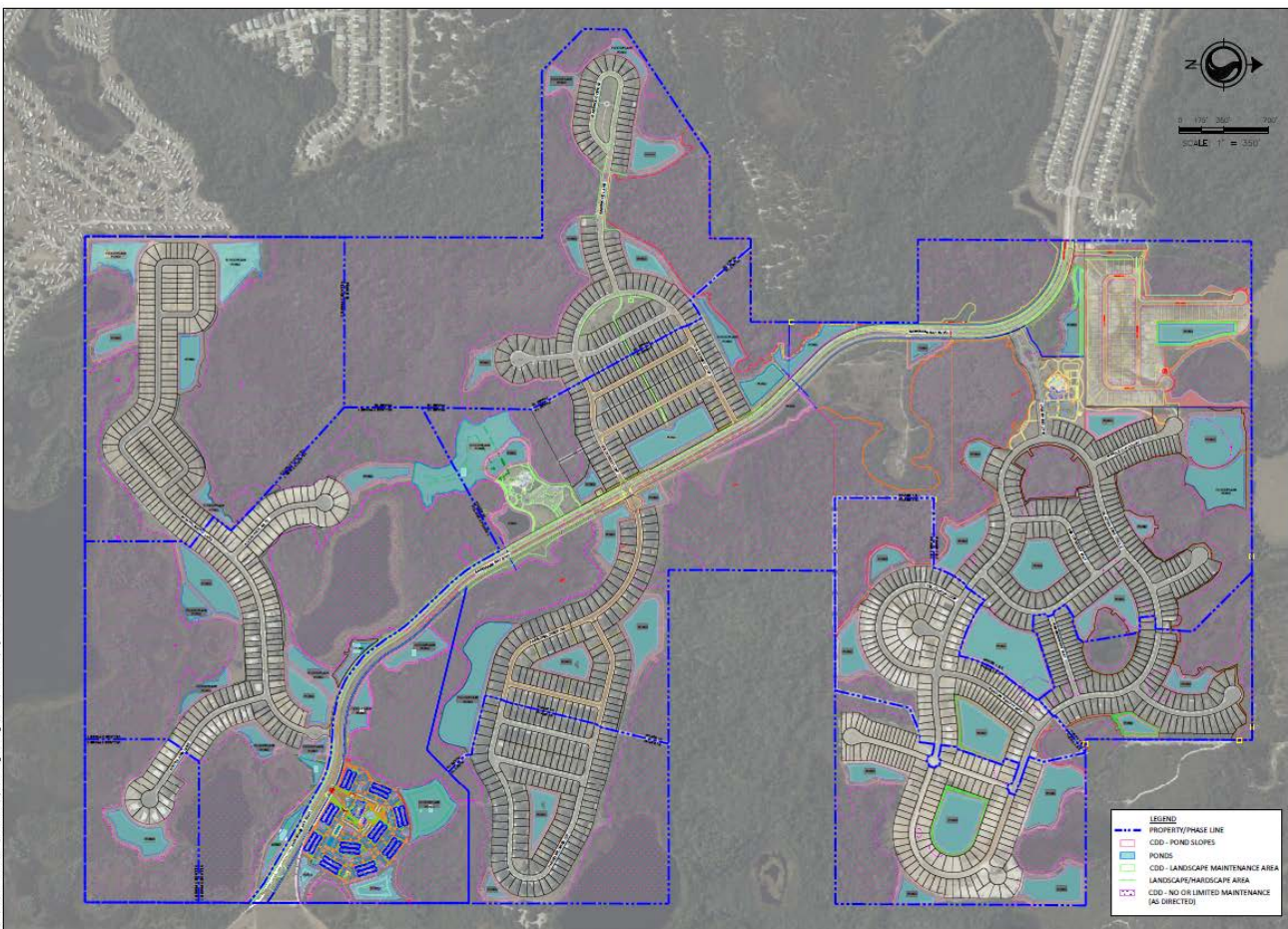
\*\*UPDATED MAP TO BE PROVIDED BY DISTRICT ENGINEER





Client/Project: Avalon Groves - Ownership and Maintenance Map

12/14/2017



**Stantec**  
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Revision	No.	Description	Date
	1	ISSUED FOR PERMITS	12/14/2017

Client/Project: AVALON GROVES  
OWNERSHIP AND MAINTENANCE MAP  
CLERMONT, FLORIDA  
TIN

Permit/Spec

Sheet	Area	Scale	Date
1			12/14/2017

Drawing No. 172450787  
Rev. 01  
1 of 24

# EXHIBIT 4



**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS  
LANDSCAPE MAINTENANCE SERVICES**

**EVALUATION CRITERIA**

**1. Personnel & Equipment (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

**2. Experience (25 Points Possible) (\_\_\_\_ Points Awarded)**

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

**3. Understanding Scope of RFP (15 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

**4. Financial Capacity (5 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

**5. Price (20 Points Possible) (\_\_\_\_ Points Awarded)**

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.



EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20).  $(210,000/265,000) \times 20 = 15.85$ , therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20).  $(210,000/425,000) \times 20 = 9.88$ , therefore, Contractor "C" will receive 9.88 of 20 points.

**6. Reasonableness of ALL Numbers (15 Points Possible) (\_\_\_\_ Points Awarded)**

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

**Proposer's Total Score (100 Points Possible) (\_\_\_\_ Points Awarded)**

**END**



# EXHIBIT 5



**AVALON GROVES CDD  
FISCAL YEAR 2023-2024 PROPOSED BUDGET  
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	<b>FY 2023 ADOPTED</b>	<b>FY 2024 PROPOSED</b>	<b>VARIANCE FY 2023 TO 2024</b>
<b>REVENUE:</b>			
SPECIAL ASSESEMENTS	\$ 838,110	\$ 991,760	\$ 153,650
MISCELLANEOUS	-	-	-
<b>TOTAL REVENUE:</b>	<b>838,110</b>	<b>991,760</b>	<b>153,650</b>
<b>EXPENDITURES:</b>			
<b>GENERAL ADMINISTRATIVE:</b>			
SUPERVISOR COMPENSATION	12,000	12,000	-
DISTRICT MANAGEMENT SERVICES	32,960	32,960	-
BANK FEES	150	150	-
AUDITING	3,400	3,400	-
REGULATORY AND PERMIT FEES	175	175	-
LEGAL ADVERTISEMENTS	4,000	4,000	-
ENGINEERING SERVICES	12,000	15,000	3,000
LEGAL SERVICES	25,000	25,000	-
TECHNOLOGY & WEBSITE ADMIN.	2,015	2,015	-
MISCELLANEOUS (appraisal, mailing, etc.)	1,500	1,500	-
<b>TOTAL GENERAL ADMIN.</b>	<b>93,200</b>	<b>96,200</b>	<b>3,000</b>
<b>INSURANCE:</b>			
INSURANCE	12,000	12,000	-
<b>TOTAL INSURANCE</b>	<b>12,000</b>	<b>12,000</b>	<b>-</b>
<b>DEBT SERVICE ADMIN. :</b>			
DISCLOSURE REPORT	5,150	5,150	-
ARBITRAGE REBATE REPORT	1,500	2,000	500
TRUSTEE FEES	10,500	12,000	1,500
<b>TOTAL DEBT SERVICE ADMIN.</b>	<b>17,150</b>	<b>19,150</b>	<b>2,000</b>
<b>UTILITIES:</b>			
UTILITIES-ELECTRICITY	6,180	6,180	-
STREETLIGHTS	160,800	230,000	69,200
UTILITY WATER	40,000	40,000	-
<b>TOTAL UTILITIES:</b>	<b>206,980</b>	<b>276,180</b>	<b>69,200</b>
<b>PHYSICAL ENVIRONMENT:</b>			
LAKE & POND MAINTENANCE	52,000	54,600	2,600
LANDSCAPE MAINTENANCE	300,000	315,000	15,000
LANDSCAPE - REPLENISHMENT	15,000	15,000	-
WETLAND MITIGATION & MONITORING	37,000	38,850	1,850
FIELD MANAGEMENT	6,180	6,180	-
FIELD CONTINGENCY	28,900	88,900	60,000
HARDSCAPE REPAIRS & MAINT.	15,000	15,000	-
STORMWATER REPORTING	25,000	25,000	-
PORTER SERVICES	10,000	10,000	-
POND PLANTINGS AND EROSION CONTROL	12,000	12,000	-
FOUNTAIN REPAIR	2,700	2,700	-
RESERVE STUDY	5,000	5,000	-
<b>TOTAL PHYSICAL ENVIRONMENT</b>	<b>508,780</b>	<b>588,230</b>	<b>79,450</b>
<b>TOTAL EXPENDITURES:</b>	<b>838,110</b>	<b>991,760</b>	<b>153,650</b>
<b>EXCESS OVER (UNDER) REVENUES:</b>	<b>-</b>	<b>-</b>	<b>-</b>

**AVALON GROVES CDD  
FISCAL YEAR 2023-2024 PROPOSED BUDGET  
CONTRACT SUMMARY**

<b>FINANCIAL STATEMENT CATEGORY</b>	<b>SERVICE PROVIDER (VENDOR)</b>	<b>ANNUAL CONTRACT \$</b>	<b>COMMENTS (SCOPE OF SERVICE)</b>
SUPERVISOR COMPENSATION		\$12,000	Per FS 190 - 5 Supervisors x 12 meetings @ \$200/mtg
DISTRICT MANAGEMENT SERVICES	Vesta	\$32,960	
DISTRICT ACCOUNTING SERVICES	Vesta	\$0	
BANK FEES	Bank United	\$150	
AUDITING SERVICES	DMHB	\$3,400	
REGULATORY AND PERMIT FEES	State of Florida	\$175	
LEGAL ADVERTISEMENTS	Lake Sentinel (Orlando Sentinel)	\$4,000	
ENGINEERING SERVICES	Stantec	\$15,000	
LEGAL SERVICES	Kutak Rock	\$25,000	
TECHNOLOGY & WEBSITE ADMINISTRATION	Campus Suite	\$2,015	ADA compliant website - includes monthly scans of the website , the website platform itself as well as the remediation of up to 750 documents
MISCELLANEOUS		\$1,500	
INSURANCE	Egis	\$12,000	
DISCLOSURE REPORT	Vesta	\$5,150	
ARBITRAGE REBATE	LLS Tax Solutions	\$2,000	
TRUSTEE FEES	Regions	\$12,000	
UTILITIES - ELECTRIC	SECO	\$6,180	Estimated for wells/lift stations
STREETLIGHTS	HV Solar Lighting (Recovered Energy Technologies)	\$230,000	
UTILITY WATER	Sunshine Water Services	\$40,000	
LAKE & POND MAINTENANCE	Steadfast Environmental	\$54,600	Lake management service including algae, border grass, and invasive plant control for 34 stormwater ponds.
LANDSCAPE MAINTENANCE	Yellowstone	\$315,000	
LANDSCAPE REPLENISHMENT		\$15,000	Miscellaneous
WETLAND MITIGATION & MONITORING	BioTech Consulting	\$38,850	Quarterly Maintenance - \$3,000 per event, Bi-annual monitoring - \$2,400 per event. Annual Monitoring event - \$2,000 per annual report. Wetland Maintenance - Collector Road - \$2,000 quarterly. Phase 1 is \$800 quarterly.
FIELD MANAGEMENT	Vesta	\$6,180	Field Services to walk the campus for landscape maintenance review and various infrastructure improvements that need to be addressed.
FIELD CONTINGENCY		\$88,900	
HARDSCAPE REPAIRS & MAINTENANCE		\$15,000	
STORMWATER REPORTING	Stantec	\$25,000	
PORTER SERVICES	Clean Star Services	\$10,000	Charges \$100/month per can for 3x/wk pickup at mailboxes and tot lot.
POND PLANTINGS AND EROSION CONTROL	Steadfast Environmental	\$12,000	
FOUNTAIN REPAIR	Cascade Fountains	\$2,700	\$175 per quarter for regualr maintenance plus \$2K for repairs
RESERVE STUDY		\$5,000	
Total		<b>\$991,760</b>	



**AVALON GROVES CDD  
FISCAL YEAR 2023-2024 PROPOSED BUDGET  
ASSESSMENT ALLOCATION**

ADMIN BUDGET		FIELD BUDGET	
NET O&M ADMIN BUDGET	\$127,350.00	NET O&M FIELD BUDGET	\$864,410.00
COUNTY COLLECTION COSTS	\$2,709.57	COUNTY COLLECTION COSTS	\$18,391.70
EARLY PAYMENT DISCOUNT	\$5,419.15	EARLY PAYMENT DISCOUNT	\$36,783.40
<b>GROSS O&amp;M ADMIN ASSESSMENT</b>	<b>\$135,478.72</b>	<b>GROSS O&amp;M FIELD ASSESSMENT</b>	<b>\$919,585.11</b>

UNIT SIZE & PHASE	UNITS ASSESSED							ALLOCATION OF ADMIN O&M ASSESSMENT					ALLOCATION OF FIELD O&M ASSESSMENT				
	O&M	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	SERIES 2022 DEBT SERVICE	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL ADMIN O&M	ADMIN O&M PER LOT	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL FIELD O&M	FIELD O&M PER LOT
<b>PALMS AT SERENOVA (AA1)</b>																	
SINGLE FAMILY (PH. 1 & 2)	301	300		300				1.00	301.0	20.41%	\$27,646.84	\$91.85	1.00	301.0	20.83%	\$191,553.71	\$636.39
SINGLE FAMILY (PH. 3 & 4)	276	276			276			1.00	276.0	18.71%	\$25,350.60	\$91.85	1.00	276.0	19.10%	\$175,643.94	\$636.39
<b>SERENOVA VILLAGE (AA2)</b>																	
SINGLE FAMILY 40'-45'	83		82					1.00	83.0	5.63%	\$7,623.55	\$91.85	1.00	83.0	5.74%	\$52,820.46	\$636.39
SINGLE FAMILY 50'	295		290					1.00	295.0	20.00%	\$27,095.74	\$91.85	1.00	295.0	20.42%	\$187,735.37	\$636.39
SINGLE FAMILY 60'	102		98					1.00	102.0	6.92%	\$9,368.70	\$91.85	1.00	102.0	7.06%	\$64,911.89	\$636.39
<b>SERENOVA LAKES (AA3)</b>																	
MULTI-FAMILY	300							0.10	30.0	2.03%	\$2,755.50	\$9.18					
SINGLE FAMILY 40'	133					133		1.00	133.0	9.02%	\$12,216.05	\$91.85	1.00	133.0	9.20%	\$84,640.01	\$636.39
SINGLE FAMILY 50'	115					115		1.00	115.0	7.80%	\$10,562.75	\$91.85	1.00	115.0	7.96%	\$73,184.97	\$636.39
SINGLE FAMILY 60'	48					48		1.00	48.0	3.25%	\$4,408.80	\$91.85	1.00	48.0	3.32%	\$30,546.77	\$636.39
<b>EDGEMONT (AA4)</b>																	
SINGLE FAMILY	92						92	1.00	92.0	6.24%	\$8,450.20	\$91.85	1.00	92.0	6.37%	\$58,547.98	\$636.39
<b>TOTAL</b>	<b>1445</b>	<b>1745</b>	<b>576</b>	<b>470</b>	<b>300</b>	<b>276</b>	<b>296</b>	<b>1475.0</b>	<b>100.00%</b>	<b>\$135,478.72</b>		<b>1445.0</b>	<b>100.00%</b>	<b>\$919,585.11</b>			

UNIT SIZE & PHASE	PER UNIT ANNUAL ASSESSMENT <sup>(2)</sup>							TOTAL PER UNIT <sup>(3)</sup>	FY 2023 VARIANCE %		
	TOTAL O&M PER UNIT	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	SERIES 2022 DEBT SERVICE		FY 2023 PER LOT	VARIANCE FY22 VS FY23 PER LOT	% VARIANCE
<b>PALMS AT SERENOVA (AA1)</b>											
SINGLE FAMILY (PH. 1 & 2)	\$728.24	\$312.43		\$744.31			<b>\$1,784.98</b>	\$1,707.76	\$77.21	4.5%	
SINGLE FAMILY (PH. 3 & 4)	\$728.24	\$312.43			\$744.30		<b>\$1,784.97</b>	\$1,707.75	\$77.21	4.5%	
<b>SERENOVA VILLAGE (AA2)</b>											
SINGLE FAMILY 40'-45'	\$728.24		\$1,041.73				<b>\$1,769.97</b>	\$1,692.76	\$77.21	4.6%	
SINGLE FAMILY 50'	\$728.24		\$1,145.90				<b>\$1,874.15</b>	\$1,796.93	\$77.21	4.3%	
SINGLE FAMILY 60'	\$728.24		\$1,250.08				<b>\$1,978.32</b>	\$1,901.11	\$77.21	4.1%	
<b>SERENOVA LAKES (AA3)</b>											
MULTI-FAMILY	\$9.18						<b>\$9.18</b>	\$8.82			
SINGLE FAMILY 40'	\$728.24					\$1,103.86	<b>\$1,832.11</b>	\$1,754.89	\$77.21	4.4%	
SINGLE FAMILY 50'	\$728.24					\$1,226.52	<b>\$1,954.76</b>	\$1,877.54	\$77.21	4.1%	
SINGLE FAMILY 60'	\$728.24					\$1,471.82	<b>\$2,200.06</b>	\$2,122.85	\$77.21	3.6%	
<b>EDGEMONT (AA4)</b>											
SINGLE FAMILY	\$728.24					\$1,487.92	<b>\$2,216.16</b>				

<sup>(1)</sup> Reflects the total number of lots with Series 2017A (AA1), 2017A-1 (AA2), 2019, 2021 (AA1), 2021 (AA3) and 2022 debt outstanding.  
<sup>(2)</sup> Annual debt service assessments per unit adopted in connection with the Series 2017A (AA1), 2017A-1 (AA2), 2019, 2021 (AA1), 2021 (AA3) and 2022 bond issuances. Annual Debt Service Assessments includes principal, interest, County collection costs and early payment discounts.  
<sup>(3)</sup> Annual assessments that will appear on the November, 2023 Lake County property tax bill. Amount shown includes all applicable county collection costs (2%) and early payment discounts (up to 4% if paid early).

**AVALON GROVES CDD  
FISCAL YEAR 2023-2024 PROPOSED BUDGET  
DEBT SERVICE SCHEDULE**

	Series 2017 (AA1)	Series 2017 (AA2)	Series 2019 (AA1)	Series 2021 (AA1)	Series 2021 (AA3)	Series 2022 (AA4)	Total Debt Service
<b>REVENUE</b>							
SPECIAL ASSESSMENTS (NET MADS)	\$ 170,338	\$ 506,750	\$ 210,250	\$ 193,100	\$ 336,600	\$ 128,675	\$ 1,545,713
<b>TOTAL REVENUE</b>	<b>170,338</b>	<b>506,750</b>	<b>210,250</b>	<b>193,100</b>	<b>336,600</b>	<b>128,675</b>	<b>1,545,713</b>
<b>EXPENDITURES</b>							
INTEREST EXPENSE							
05/01/24	63,231	194,122	67,330	57,213	104,722	46,038	532,655
11/01/24	62,106	190,897	67,330	56,369	103,238	45,338	525,277
PRINCIPAL RETIREMENT							
05/01/24	45,000	120,000	-	75,000	125,000	35,000	400,000
11/01/24	-	-	75,000	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>170,338</b>	<b>505,019</b>	<b>209,660</b>	<b>188,581</b>	<b>332,959</b>	<b>126,375</b>	<b>1,532,932</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>1,730</b>	<b>590</b>	<b>4,520</b>	<b>3,640</b>	<b>2,300</b>	<b>12,780</b>
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 1,730</b>	<b>\$ 590</b>	<b>\$ 4,520</b>	<b>\$ 3,640</b>	<b>\$ 2,300</b>	<b>\$ 12,780</b>

NET DEBT SERVICE	\$ 1,545,712.50
COLLECTION COST & EARLY PMT. DISCOUNT	\$ 98,662.50
<b>GROSS DEBT SERVICE ASSESSMENTS</b>	<b>\$ 1,644,375.00</b>

**AVALON GROVES CDD**  
**FISCAL YEAR 2023-2024 PROPOSED BUDGET**  
**SERIES 2017 (ASSESSMENT AREA ONE, PHASES 1-4) DEBT SERVICE REQUIREMENT**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Principal Balance
4/6/2017						2,415,000
11/1/2017		5.000%	77,280.73	77,280.73	77,280.73	2,415,000
5/1/2018		5.000%	67,856.25	67,856.25		2,415,000
11/1/2018		5.000%	67,856.25	67,856.25	135,712.50	2,415,000
5/1/2019	35,000	5.000%	67,856.25	102,856.25		2,380,000
11/1/2019		5.000%	66,981.25	66,981.25	169,837.50	2,380,000
5/1/2020	35,000	5.000%	66,981.25	101,981.25		2,345,000
11/1/2020		5.000%	66,106.25	66,106.25	168,087.50	2,345,000
5/1/2021	35,000	5.000%	66,106.25	101,106.25		2,310,000
11/1/2021		5.000%	65,231.25	65,231.25	166,337.50	2,310,000
5/1/2022	40,000	5.000%	65,231.25	105,231.25		2,270,000
11/1/2022		5.000%	64,231.25	64,231.25	169,462.50	2,270,000
5/1/2023	40,000	5.000%	64,231.25	104,231.25		2,230,000
11/1/2023		5.000%	63,231.25	63,231.25	167,462.50	2,230,000
5/1/2024	45,000	5.000%	63,231.25	108,231.25		2,185,000
11/1/2024		5.000%	62,106.25	62,106.25	170,337.50	2,185,000
5/1/2025	45,000	5.000%	62,106.25	107,106.25		2,140,000
11/1/2025		5.000%	60,981.25	60,981.25	168,087.50	2,140,000
5/1/2026	45,000	5.000%	60,981.25	105,981.25		2,095,000
11/1/2026		5.000%	59,856.25	59,856.25	165,837.50	2,095,000
5/1/2027	50,000	5.000%	59,856.25	109,856.25		2,045,000
11/1/2027		5.000%	58,606.25	58,606.25	168,462.50	2,045,000
5/1/2028	50,000	5.000%	58,606.25	108,606.25		1,995,000
11/1/2028		5.000%	57,356.25	57,356.25	165,962.50	1,995,000
5/1/2029	55,000	5.750%	57,356.25	112,356.25		1,940,000
11/1/2029		5.750%	55,775.00	55,775.00	168,131.25	1,940,000
5/1/2030	60,000	5.750%	55,775.00	115,775.00		1,880,000
11/1/2030		5.750%	54,050.00	54,050.00	169,825.00	1,880,000
5/1/2031	60,000	5.750%	54,050.00	114,050.00		1,820,000
11/1/2031		5.750%	52,325.00	52,325.00	166,375.00	1,820,000
5/1/2032	65,000	5.750%	52,325.00	117,325.00		1,755,000
11/1/2032		5.750%	50,456.25	50,456.25	167,781.25	1,755,000
5/1/2033	70,000	5.750%	50,456.25	120,456.25		1,685,000
11/1/2033		5.750%	48,443.75	48,443.75	168,900.00	1,685,000
5/1/2034	75,000	5.750%	48,443.75	123,443.75		1,610,000
11/1/2034		5.750%	46,287.50	46,287.50	169,731.25	1,610,000
5/1/2035	80,000	5.750%	46,287.50	126,287.50		1,530,000
11/1/2035		5.750%	43,987.50	43,987.50	170,275.00	1,530,000
5/1/2036	80,000	5.750%	43,987.50	123,987.50		1,450,000
11/1/2036		5.750%	41,687.50	41,687.50	165,675.00	1,450,000
5/1/2037	85,000	5.750%	41,687.50	126,687.50		1,365,000
11/1/2037		5.750%	39,243.75	39,243.75	165,931.25	1,365,000
5/1/2038	90,000	5.750%	39,243.75	129,243.75		1,275,000
11/1/2038		5.750%	36,656.25	36,656.25	165,900.00	1,275,000
5/1/2039	95,000	5.750%	36,656.25	131,656.25		1,180,000
11/1/2039		5.750%	33,925.00	33,925.00	165,581.25	1,180,000
5/1/2040	105,000	5.750%	33,925.00	138,925.00		1,075,000
11/1/2040		5.750%	30,906.25	30,906.25	169,831.25	1,075,000
5/1/2041	110,000	5.750%	30,906.25	140,906.25		965,000

**AVALON GROVES CDD**  
**FISCAL YEAR 2023-2024 PROPOSED BUDGET**  
**SERIES 2017 (ASSESSMENT AREA ONE, PHASES 1-4) DEBT SERVICE REQUIREMENT**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>	<b>Principal Balance</b>
11/1/2041		5.750%	27,743.75	27,743.75	168,650.00	965,000
5/1/2042	115,000	5.750%	27,743.75	142,743.75		850,000
11/1/2042		5.750%	24,437.50	24,437.50	167,181.25	850,000
5/1/2043	120,000	5.750%	24,437.50	144,437.50		730,000
11/1/2043		5.750%	20,987.50	20,987.50	165,425.00	730,000
5/1/2044	130,000	5.750%	20,987.50	150,987.50		600,000
11/1/2044		5.750%	17,250.00	17,250.00	168,237.50	600,000
5/1/2045	135,000	5.750%	17,250.00	152,250.00		465,000
11/1/2045		5.750%	13,368.75	13,368.75	165,618.75	465,000
5/1/2046	145,000	5.750%	13,368.75	158,368.75		320,000
11/1/2046		5.750%	9,200.00	9,200.00	167,568.75	320,000
5/1/2047	155,000	5.750%	9,200.00	164,200.00		165,000
11/1/2047		5.750%	4,743.75	4,743.75	168,943.75	165,000
5/1/2048	165,000	5.750%	4,743.75	169,743.75		-
<b>Total</b>	<b>\$2,415,000.00</b>		<b>2,833,174.48</b>	<b>5,248,174.48</b>	<b>5,078,430.73</b>	

Max annual ds: \$170,337.50

**Footnote:**

(a) Data herein for the CDD's budgetary process purposes only.



**AVALON GROVES CDD**  
**FISCAL YEAR 2023-2024 PROPOSED BUDGET**  
**SERIES 2017A-1 (ASSESSMENT AREA TWO) DEBT SERVICE REQUIREMENT**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Principal Balance
11/1/2022		5.375%	197,213	197,213	197,213	6,655,000
5/1/2023	115,000	5.375%	197,213	312,213		6,540,000
11/1/2023		5.375%	194,122	194,122	506,334	6,540,000
5/1/2024	120,000	5.375%	194,122	314,122		6,420,000
11/1/2024		5.375%	190,897	190,897	505,019	6,420,000
5/1/2025	125,000	5.375%	190,897	315,897		6,295,000
11/1/2025		5.375%	187,538	187,538	503,434	6,295,000
5/1/2026	130,000	5.375%	187,538	317,538		6,165,000
11/1/2026		5.375%	184,044	184,044	501,581	6,165,000
5/1/2027	140,000	5.375%	184,044	324,044		6,025,000
11/1/2027		5.375%	180,281	180,281	504,325	6,025,000
5/1/2028	150,000	5.375%	180,281	330,281		5,875,000
11/1/2028		5.375%	176,250	176,250	506,531	5,875,000
5/1/2029	155,000	6.000%	176,250	331,250		5,720,000
11/1/2029		6.000%	171,600	171,600	502,850	5,720,000
5/1/2030	165,000	6.000%	171,600	336,600		5,555,000
11/1/2030		6.000%	166,650	166,650	503,250	5,555,000
5/1/2031	175,000	6.000%	166,650	341,650		5,380,000
11/1/2031		6.000%	161,400	161,400	503,050	5,380,000
5/1/2032	185,000	6.000%	161,400	346,400		5,195,000
11/1/2032		6.000%	155,850	155,850	502,250	5,195,000
5/1/2033	200,000	6.000%	155,850	355,850		4,995,000
11/1/2033		6.000%	149,850	149,850	505,700	4,995,000
5/1/2034	210,000	6.000%	149,850	359,850		4,785,000
11/1/2034		6.000%	143,550	143,550	503,400	4,785,000
5/1/2035	225,000	6.000%	143,550	368,550		4,560,000
11/1/2035		6.000%	136,800	136,800	505,350	4,560,000
5/1/2036	240,000	6.000%	136,800	376,800		4,320,000
11/1/2036		6.000%	129,600	129,600	506,400	4,320,000
5/1/2037	255,000	6.000%	129,600	384,600		4,065,000
11/1/2037		6.000%	121,950	121,950	506,550	4,065,000
5/1/2038	270,000	6.000%	121,950	391,950		3,795,000
11/1/2038		6.000%	113,850	113,850	505,800	3,795,000
5/1/2039	285,000	6.000%	113,850	398,850		3,510,000
11/1/2039		6.000%	105,300	105,300	504,150	3,510,000
5/1/2040	305,000	6.000%	105,300	410,300		3,205,000
11/1/2040		6.000%	96,150	96,150	506,450	3,205,000
5/1/2041	320,000	6.000%	96,150	416,150		2,885,000
11/1/2041		6.000%	86,550	86,550	502,700	2,885,000
5/1/2042	340,000	6.000%	86,550	426,550		2,545,000
11/1/2042		6.000%	76,350	76,350	502,900	2,545,000
5/1/2043	365,000	6.000%	76,350	441,350		2,180,000
11/1/2043		6.000%	65,400	65,400	506,750	2,180,000
5/1/2044	385,000	6.000%	65,400	450,400		1,795,000
11/1/2044		6.000%	53,850	53,850	504,250	1,795,000
5/1/2045	410,000	6.000%	53,850	463,850		1,385,000
11/1/2045		6.000%	41,550	41,550	505,400	1,385,000
5/1/2046	435,000	6.000%	41,550	476,550		950,000

**AVALON GROVES CDD  
FISCAL YEAR 2023-2024 PROPOSED BUDGET  
SERIES 2017A-1 (ASSESSMENT AREA TWO) DEBT SERVICE REQUIREMENT**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>	<b>Principal Balance</b>
11/1/2046		6.000%	28,500	28,500	505,050	950,000
5/1/2047	460,000	6.000%	28,500	488,500		490,000
11/1/2047		6.000%	14,700	14,700	503,200	490,000
5/1/2048	490,000	6.000%	14,700	504,700	504,700	-
<b>Total</b>	<b>\$6,655,000.00</b>		<b>6,659,588</b>	<b>13,314,588</b>	<b>13,314,588</b>	

Max annual ds: \$506,750.00

**Footnote:**

(a) Data herein for the CDD's budgetary process purposes only.



**AVALON GROVES CDD**  
**FISCAL YEAR 2023-2024 PROPOSED BUDGET**  
**SERIES 2019 (ASSESSMENT AREA ONE, PHASES 1 & 2) DEBT SERVICE REQUIREMENT**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Principal Balance
						3,290,000
5/1/2023		3.350%	68,503	68,503		3,290,000
11/1/2023	70,000	3.350%	68,503	138,503	207,005.00	3,220,000
5/1/2024		3.350%	67,330	67,330		3,220,000
11/1/2024	75,000	3.350%	67,330	142,330	209,660.00	3,145,000
5/1/2025		3.700%	66,074	66,074		3,145,000
11/1/2025	75,000	3.700%	66,074	141,074	207,147.50	3,070,000
5/1/2026		3.700%	64,686	64,686		3,070,000
11/1/2026	80,000	3.700%	64,686	144,686	209,372.50	2,990,000
5/1/2027		3.700%	63,206	63,206		2,990,000
11/1/2027	80,000	3.700%	63,206	143,206	206,412.50	2,910,000
5/1/2028		3.700%	61,726	61,726		2,910,000
11/1/2028	85,000	3.700%	61,726	146,726	208,452.50	2,825,000
5/1/2029		3.700%	60,154	60,154		2,825,000
11/1/2029	85,000	3.700%	60,154	145,154	205,307.50	2,740,000
5/1/2030		4.125%	58,581	58,581		2,740,000
11/1/2030	90,000	4.125%	58,581	148,581	207,162.50	2,650,000
5/1/2031		4.125%	56,725	56,725		2,650,000
11/1/2031	95,000	4.125%	56,725	151,725	208,450.00	2,555,000
5/1/2032		4.125%	54,766	54,766		2,555,000
11/1/2032	95,000	4.125%	54,766	149,766	204,531.25	2,460,000
5/1/2033		4.125%	52,806	52,806		2,460,000
11/1/2033	100,000	4.125%	52,806	152,806	205,612.50	2,360,000
5/1/2034		4.125%	50,744	50,744		2,360,000
11/1/2034	105,000	4.125%	50,744	155,744	206,487.50	2,255,000
5/1/2035		4.125%	48,578	48,578		2,255,000
11/1/2035	110,000	4.125%	48,578	158,578	207,156.25	2,145,000
5/1/2036		4.125%	46,309	46,309		2,145,000
11/1/2036	115,000	4.125%	46,309	161,309	207,618.75	2,030,000
5/1/2037		4.125%	43,938	43,938		2,030,000
11/1/2037	120,000	4.125%	43,938	163,938	207,875.00	1,910,000
5/1/2038		4.125%	41,463	41,463		1,910,000
11/1/2038	125,000	4.125%	41,463	166,463	207,925.00	1,785,000
5/1/2039		4.125%	38,884	38,884		1,785,000
11/1/2039	130,000	4.125%	38,884	168,884	207,768.75	1,655,000
5/1/2040		4.375%	36,203	36,203		1,655,000
11/1/2040	135,000	4.375%	36,203	171,203	207,406.25	1,520,000
5/1/2041		4.375%	33,250	33,250		1,520,000
11/1/2041	140,000	4.375%	33,250	173,250	206,500.00	1,380,000
5/1/2042		4.375%	30,188	30,188		1,380,000
11/1/2042	145,000	4.375%	30,188	175,188	205,375.00	1,235,000
5/1/2043		4.375%	27,016	27,016		1,235,000
11/1/2043	155,000	4.375%	27,016	182,016	209,031.25	1,080,000
5/1/2044		4.375%	23,625	23,625		1,080,000
11/1/2044	160,000	4.375%	23,625	183,625	207,250.00	920,000
5/1/2045		4.375%	20,125	20,125		920,000
11/1/2045	170,000	4.375%	20,125	190,125	210,250.00	750,000
5/1/2046		4.375%	16,406	16,406		750,000
11/1/2046	175,000	4.375%	16,406	191,406	207,812.50	575,000

**AVALON GROVES CDD**  
**FISCAL YEAR 2023-2024 PROPOSED BUDGET**  
**SERIES 2019 (ASSESSMENT AREA ONE, PHASES 1 & 2) DEBT SERVICE REQUIREMENT**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>	<b>Principal Balance</b>
5/1/2047		4.375%	12,578	12,578		575,000
11/1/2047	185,000	4.375%	12,578	197,578	210,156.25	390,000
5/1/2048		4.375%	8,531	8,531		390,000
11/1/2048	190,000	4.375%	8,531	198,531	207,062.50	200,000
5/1/2049		4.375%	4,375	4,375		200,000
11/1/2049	200,000	4.375%	4,375	204,375	208,750.00	-
<b>Total</b>	<b>\$3,290,000</b>		<b>2,313,539</b>	<b>5,603,539</b>	<b>5,603,539</b>	

Max annual ds: \$210,250.00

**Footnote:**

(a) Data herein for the CDD's budgetary process purposes only.





**AVALON GROVES CDD**  
**FISCAL YEAR 2023-2024 PROPOSED BUDGET**  
**SERIES 2021 (ASSESSMENT AREA ONE, PHASES 3 & 4) DEBT SERVICE REQUIREMENT**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Principal Balance
5/1/2021						3,490,000
11/1/2021		2.250%	39,594	39,594	39,594	3,490,000
5/1/2022	75,000	2.250%	58,900	133,900		3,415,000
11/1/2022		2.250%	58,056	58,056	191,956	3,415,000
5/1/2023	75,000	2.250%	58,056	133,056		3,340,000
11/1/2023		2.250%	57,213	57,213	190,269	3,340,000
5/1/2024	75,000	2.250%	57,213	132,213		3,265,000
11/1/2024		2.250%	56,369	56,369	188,581	3,265,000
5/1/2025	80,000	2.250%	56,369	136,369		3,185,000
11/1/2025		2.250%	55,469	55,469	191,838	3,185,000
5/1/2026	80,000	2.250%	55,469	135,469		3,105,000
11/1/2026		2.75%	54,569	54,569	190,038	3,105,000
5/1/2027	85,000	2.75%	54,569	139,569		3,020,000
11/1/2027		2.75%	53,400	53,400	192,969	3,020,000
5/1/2028	85,000	2.75%	53,400	138,400		2,935,000
11/1/2028		2.75%	52,231	52,231	190,631	2,935,000
5/1/2029	85,000	2.75%	52,231	137,231		2,850,000
11/1/2029		2.75%	51,063	51,063	188,294	2,850,000
5/1/2030	90,000	2.75%	51,063	141,063		2,760,000
11/1/2030		2.75%	49,825	49,825	190,888	2,760,000
5/1/2031	90,000	2.75%	49,825	139,825		2,670,000
11/1/2031		3.125%	48,588	48,588	188,413	2,670,000
5/1/2032	95,000	3.125%	48,588	143,588		2,575,000
11/1/2032		3.125%	47,103	47,103	190,691	2,575,000
5/1/2033	100,000	3.125%	47,103	147,103		2,475,000
11/1/2033		3.125%	45,541	45,541	192,644	2,475,000
5/1/2034	100,000	3.125%	45,541	145,541		2,375,000
11/1/2034		3.125%	43,978	43,978	189,519	2,375,000
5/1/2035	105,000	3.125%	43,978	148,978		2,270,000
11/1/2035		3.125%	42,338	42,338	191,316	2,270,000
5/1/2036	110,000	3.125%	42,338	152,338		2,160,000
11/1/2036		3.125%	40,619	40,619	192,956	2,160,000
5/1/2037	110,000	3.125%	40,619	150,619		2,050,000
11/1/2037		3.125%	38,900	38,900	189,519	2,050,000
5/1/2038	115,000	3.125%	38,900	153,900		1,935,000
11/1/2038		3.125%	37,103	37,103	191,003	1,935,000
5/1/2039	120,000	3.125%	37,103	157,103		1,815,000
11/1/2039		3.125%	35,228	35,228	192,331	1,815,000
5/1/2040	120,000	3.125%	35,228	155,228		1,695,000
11/1/2040		3.125%	33,353	33,353	188,581	1,695,000
5/1/2041	125,000	3.125%	33,353	158,353		1,570,000
11/1/2041		4.00%	31,400	31,400	189,753	1,570,000
5/1/2042	130,000	4.00%	31,400	161,400		1,440,000
11/1/2042		4.00%	28,800	28,800	190,200	1,440,000
5/1/2043	135,000	4.00%	28,800	163,800		1,305,000
11/1/2043		4.00%	26,100	26,100	189,900	1,305,000
5/1/2044	140,000	4.00%	26,100	166,100		1,165,000
11/1/2044		4.00%	23,300	23,300	189,400	1,165,000
5/1/2045	145,000	4.00%	23,300	168,300		1,020,000

**AVALON GROVES CDD**  
**FISCAL YEAR 2023-2024 PROPOSED BUDGET**  
**SERIES 2021 (ASSESSMENT AREA ONE, PHASES 3 & 4) DEBT SERVICE REQUIREMENT**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>	<b>Principal Balance</b>
11/1/2045		4.00%	20,400	20,400	188,700	1,020,000
5/1/2046	155,000	4.00%	20,400	175,400		865,000
11/1/2046		4.00%	17,300	17,300	192,700	865,000
5/1/2047	160,000	4.00%	17,300	177,300		705,000
11/1/2047		4.00%	14,100	14,100	191,400	705,000
5/1/2048	165,000	4.00%	14,100	179,100		540,000
11/1/2048		4.00%	10,800	10,800	189,900	540,000
5/1/2049	175,000	4.00%	10,800	185,800		365,000
11/1/2049		4.00%	7,300	7,300	193,100	365,000
5/1/2050	180,000	4.00%	7,300	187,300		185,000
11/1/2050		4.00%	3,700	3,700	191,000	185,000
5/1/2051	185,000	4.00%	3,700	188,700	188,700	-
<b>Total</b>	<b>\$ 3,490,000</b>		<b>\$ 2,266,781</b>	<b>\$ 5,756,781</b>	<b>\$ 5,756,781</b>	

**Footnote:**

Max annual ds: 193,100

(a) Data herein for the CDD's budgetary process purposes only.



**AVALON GROVES CDD**  
**FISCAL YEAR 2023-2024 PROPOSED BUDGET**  
**SERIES 2021 (ASSESSMENT AREA THREE) DEBT SERVICE REQUIREMENT**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Principal Balance
						5,930,000
5/1/2023	125,000	2.375%	104,353	229,353		5,805,000
11/1/2023		2.375%	102,869	102,869	332,222	5,805,000
5/1/2024	130,000	2.375%	102,869	232,869		5,675,000
11/1/2024		2.375%	101,325	101,325	334,194	5,675,000
5/1/2025	135,000	2.375%	101,325	236,325		5,540,000
11/1/2025		2.375%	99,722	99,722	336,047	5,540,000
5/1/2026	135,000	2.375%	99,722	234,722		5,405,000
11/1/2026		3.00%	98,119	98,119	332,841	5,405,000
5/1/2027	140,000	3.00%	98,119	238,119		5,265,000
11/1/2027		3.00%	96,019	96,019	334,138	5,265,000
5/1/2028	145,000	3.00%	96,019	241,019		5,120,000
11/1/2028		3.00%	93,844	93,844	334,863	5,120,000
5/1/2029	150,000	3.00%	93,844	243,844		4,970,000
11/1/2029		3.00%	91,594	91,594	335,438	4,970,000
5/1/2030	155,000	3.00%	91,594	246,594		4,815,000
11/1/2030		3.00%	89,269	89,269	335,863	4,815,000
5/1/2031	160,000	3.00%	89,269	249,269		4,655,000
11/1/2031		3.00%	86,869	86,869	336,138	4,655,000
5/1/2032	165,000	3.00%	86,869	251,869		4,490,000
11/1/2032		3.375%	84,394	84,394	336,263	4,490,000
5/1/2033	165,000	3.375%	84,394	249,394		4,325,000
11/1/2033		3.375%	81,609	81,609	331,003	4,325,000
5/1/2034	175,000	3.375%	81,609	256,609		4,150,000
11/1/2034		3.375%	78,656	78,656	335,266	4,150,000
5/1/2035	180,000	3.375%	78,656	258,656		3,970,000
11/1/2035		3.375%	75,619	75,619	334,275	3,970,000
5/1/2036	185,000	3.375%	75,619	260,619		3,785,000
11/1/2036		3.375%	72,497	72,497	333,116	3,785,000
5/1/2037	190,000	3.375%	72,497	262,497		3,595,000
11/1/2037		3.375%	69,291	69,291	331,788	3,595,000
5/1/2038	200,000	3.375%	69,291	269,291		3,395,000
11/1/2038		3.375%	65,916	65,916	335,206	3,395,000
5/1/2039	205,000	3.375%	65,916	270,916		3,190,000
11/1/2039		3.375%	62,456	62,456	333,372	3,190,000
5/1/2040	210,000	3.375%	62,456	272,456		2,980,000
11/1/2040		3.375%	58,913	58,913	331,369	2,980,000
5/1/2041	220,000	3.375%	58,913	278,913		2,760,000
11/1/2041		4.00%	55,200	55,200	334,113	2,760,000
5/1/2042	230,000	4.00%	55,200	285,200		2,530,000
11/1/2042		4.00%	50,600	50,600	335,800	2,530,000
5/1/2043	240,000	4.00%	50,600	290,600		2,290,000
11/1/2043		4.00%	45,800	45,800	336,400	2,290,000
5/1/2044	245,000	4.00%	45,800	290,800		2,045,000
11/1/2044		4.00%	40,900	40,900	331,700	2,045,000
5/1/2045	260,000	4.00%	40,900	300,900		1,785,000
11/1/2045		4.00%	35,700	35,700	336,600	1,785,000
5/1/2046	270,000	4.00%	35,700	305,700		1,515,000
11/1/2046		4.00%	30,300	30,300	336,000	1,515,000

**AVALON GROVES CDD**  
**FISCAL YEAR 2023-2024 PROPOSED BUDGET**  
**SERIES 2021 (ASSESSMENT AREA THREE) DEBT SERVICE REQUIREMENT**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>	<b>Principal Balance</b>
5/1/2047	280,000	4.00%	30,300	310,300		1,235,000
11/1/2047		4.00%	24,700	24,700	335,000	1,235,000
5/1/2048	290,000	4.00%	24,700	314,700		945,000
11/1/2048		4.00%	18,900	18,900	333,600	945,000
5/1/2049	300,000	4.00%	18,900	318,900		645,000
11/1/2049		4.00%	12,900	12,900	331,800	645,000
5/1/2050	315,000	4.00%	12,900	327,900		330,000
11/1/2050		4.00%	6,600	6,600	334,500	330,000
5/1/2051	330,000	4.00%	6,600	336,600	336,600	-
<b>Total</b>	<b>\$ 5,930,000</b>		<b>\$ 3,765,509</b>	<b>\$ 9,695,509</b>	<b>\$ 9,695,509</b>	

**Footnote:**

Max annual ds: 336,600

(a) Data herein for the CDD's budgetary process purposes only.





# EXHIBIT 6



**RESOLUTION 2023-14**

**[APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Avalon Groves Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the



comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Avalon Groves Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**[CONTINUED ON NEXT PAGE]**



**PASSED AND ADOPTED THIS 24TH DAY OF AUGUST, 2023.**

**ATTEST:**

**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2023/2024 Budget(s)





# EXHIBIT 7



**AVALON GROVES CDD  
FISCAL YEAR 2023-2024 PROPOSED BUDGET  
ASSESSMENT ALLOCATION**

ADMIN BUDGET		FIELD BUDGET	
NET O&M ADMIN BUDGET	\$127,350.00	NET O&M FIELD BUDGET	\$864,410.00
COUNTY COLLECTION COSTS	\$2,709.57	COUNTY COLLECTION COSTS	\$18,391.70
EARLY PAYMENT DISCOUNT	\$5,419.15	EARLY PAYMENT DISCOUNT	\$36,783.40
<b>GROSS O&amp;M ADMIN ASSESSMENT</b>	<b>\$135,478.72</b>	<b>GROSS O&amp;M FIELD ASSESSMENT</b>	<b>\$919,585.11</b>

UNIT SIZE & PHASE	UNITS ASSESSED							ALLOCATION OF ADMIN O&M ASSESSMENT					ALLOCATION OF FIELD O&M ASSESSMENT				
	O&M	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	SERIES 2022 DEBT SERVICE	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL ADMIN O&M	ADMIN O&M PER LOT	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL FIELD O&M	FIELD O&M PER LOT
<b>PALMS AT SERENOVA (AA1)</b>																	
SINGLE FAMILY (PH. 1 & 2)	301	300		300				1.00	301.0	20.41%	\$27,646.84	\$91.85	1.00	301.0	20.83%	\$191,553.71	\$636.39
SINGLE FAMILY (PH. 3 & 4)	276	276			276			1.00	276.0	18.71%	\$25,350.60	\$91.85	1.00	276.0	19.10%	\$175,643.94	\$636.39
<b>SERENOVA VILLAGE (AA2)</b>																	
SINGLE FAMILY 40'-45'	83		82					1.00	83.0	5.63%	\$7,623.55	\$91.85	1.00	83.0	5.74%	\$52,820.46	\$636.39
SINGLE FAMILY 50'	295		290					1.00	295.0	20.00%	\$27,095.74	\$91.85	1.00	295.0	20.42%	\$187,735.37	\$636.39
SINGLE FAMILY 60'	102		98					1.00	102.0	6.92%	\$9,368.70	\$91.85	1.00	102.0	7.06%	\$64,911.89	\$636.39
<b>SERENOVA LAKES (AA3)</b>																	
MULTI-FAMILY	300							0.10	30.0	2.03%	\$2,755.50	\$9.18					
SINGLE FAMILY 40'	133					133		1.00	133.0	9.02%	\$12,216.05	\$91.85	1.00	133.0	9.20%	\$84,640.01	\$636.39
SINGLE FAMILY 50'	115					115		1.00	115.0	7.80%	\$10,562.75	\$91.85	1.00	115.0	7.96%	\$73,184.97	\$636.39
SINGLE FAMILY 60'	48					48		1.00	48.0	3.25%	\$4,408.80	\$91.85	1.00	48.0	3.32%	\$30,546.77	\$636.39
<b>EDGEMONT (AA4)</b>																	
SINGLE FAMILY	92						92	1.00	92.0	6.24%	\$8,450.20	\$91.85	1.00	92.0	6.37%	\$58,547.98	\$636.39
<b>TOTAL</b>	<b>1445</b>	<b>1745</b>	<b>576</b>	<b>470</b>	<b>300</b>	<b>276</b>	<b>296</b>	<b>1475.0</b>	<b>100.00%</b>	<b>\$135,478.72</b>		<b>1445.0</b>	<b>100.00%</b>	<b>\$919,585.11</b>			

UNIT SIZE & PHASE	PER UNIT ANNUAL ASSESSMENT <sup>(2)</sup>							TOTAL PER UNIT <sup>(3)</sup>	FY 2023 VARIANCE		
	TOTAL O&M PER UNIT	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	SERIES 2022 DEBT SERVICE		FY 2023 PER LOT	VARIANCE FY22 VS FY23 PER LOT	% VARIANCE
<b>PALMS AT SERENOVA (AA1)</b>											
SINGLE FAMILY (PH. 1 & 2)	\$728.24	\$312.43		\$744.31			<b>\$1,784.98</b>	\$1,707.76	\$77.21	4.5%	
SINGLE FAMILY (PH. 3 & 4)	\$728.24	\$312.43			\$744.30		<b>\$1,784.97</b>	\$1,707.75	\$77.21	4.5%	
<b>SERENOVA VILLAGE (AA2)</b>											
SINGLE FAMILY 40'-45'	\$728.24		\$1,041.73				<b>\$1,769.97</b>	\$1,692.76	\$77.21	4.6%	
SINGLE FAMILY 50'	\$728.24		\$1,145.90				<b>\$1,874.15</b>	\$1,796.93	\$77.21	4.3%	
SINGLE FAMILY 60'	\$728.24		\$1,250.08				<b>\$1,978.32</b>	\$1,901.11	\$77.21	4.1%	
<b>SERENOVA LAKES (AA3)</b>											
MULTI-FAMILY	\$9.18						<b>\$9.18</b>	\$8.82			
SINGLE FAMILY 40'	\$728.24					\$1,103.86	<b>\$1,832.11</b>	\$1,754.89	\$77.21	4.4%	
SINGLE FAMILY 50'	\$728.24					\$1,226.52	<b>\$1,954.76</b>	\$1,877.54	\$77.21	4.1%	
SINGLE FAMILY 60'	\$728.24					\$1,471.82	<b>\$2,200.06</b>	\$2,122.85	\$77.21	3.6%	
<b>EDGEMONT (AA4)</b>											
SINGLE FAMILY	\$728.24					\$1,487.92	<b>\$2,216.16</b>				

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

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

<sup>(3)</sup> Annual assessments that will appear on the November, 2023 Lake County property tax bill. Amount shown includes all applicable county collection costs (2%) and early payment discounts (up to 4% if paid early).

# EXHIBIT 8



**RESOLUTION 2023-15**

**[FY 2024 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Avalon Groves Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit A**; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to fund the Adopted Budget through a funding agreement and/or through the imposition of special assessments on benefitted lands within the District, which special assessments may be collected by direct bill or on the tax roll pursuant to Chapter 197, *Florida Statutes*; and

**WHEREAS**, in order to fund the District’s Adopted Budget, the District’s Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

**1. OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- b. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and



maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

- c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

## 2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. **Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
  - i. Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1<sup>st</sup> and no later than September 30<sup>th</sup> of Fiscal Year 2023/2024.
  - ii. Debt service assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District’s corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
  - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any





prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]



**PASSED AND ADOPTED** this 24th day of August 2023.

ATTEST:

**AVALON GROVES COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

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

Its: \_\_\_\_\_

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll



# EXHIBIT 9



1 **MINUTES OF MEETING**

2 **AVALON GROVES**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Avalon Groves Community  
5 Development District was held on Thursday, July 27, 2023 at 1:00 p.m., at the Serenoa Club  
6 Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. Darin called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 William Tyler Flint (S4)	Board Supervisor, Vice Chairman
11 Greg Meath (S2)	Board Supervisor, Assistant Secretary
12 Michael Aube (S3)	Board Supervisor, Assistant Secretary

13 Also present were:

14 Kyle Darin	District Manager, Vesta District Services
15 Jere Earlywine	District Counsel, Kutak Rock LLP
16 Greg Woodcock ( <i>via phone</i> )	District Engineer, Stantec
17 Dana Bryant	Yellowstone
18 David Pugh	Evergreen Lifestyles Management (Serenoa POA)
19 Thomas Prince	Leland Management (Palms at Serenoa HOA)

20 *The following is a summary of the actions taken at the July 27, 2023 Avalon Groves CDD Board*  
21 *of Supervisors Regular Meeting.*

22 **SECOND ORDER OF BUSINESS – Audience Comments – Agenda Items** (*Limited to 3*  
23 *minutes per individual for agenda items*)

24 Comments were heard on upcoming elections, easement access, landscape in the  
25 construction areas, the implementation of a project update or newsletter to be posted on the  
26 CDD website and potentially distributed by the HOA.

27 **THIRD ORDER OF BUSINESS – Staff Reports**

28 A. District Counsel – *Jere Earlywine, Kutak Rock LLP*

29 1. Update on Acquisitions and Conveyances

30 a. Edgemont

31 i. Consideration of Acquisition of Improvements and Work  
32 Product for Edgemont – *to be Distributed*

33 ii. Consideration of Special Warranty Deed – *to be*  
34 *Distributed*

35 iii. Consideration of Easement Agreement – *to be Distributed*

36 Mr. Earlywine provided an update on the status of this project.  
37 Action on these items was deferred to the August meeting.

38                           b.     Sanctuary-Sawgrass ROW  
39                                     Mr. Earlywine provided an update on the status of this project. No  
40                                     action was requested of the Board.

41                           c.     Village 4  
42                                     i.     Exhibit 1: Consideration of Drainage and Grading  
43   Easement  
44   Mr. Earlywine described a form of easement agreement  
45   with Lake County.

46     On a MOTION by Mr. Meath, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board approved the  
47     drainage and grading easement agreement with Lake County as described by Counsel, for the Avalon  
48     Groves Community Development District.

49                                     ii.    Exhibit 2: Consideration of Statutory Warranty Deed  
50   Conveying ROW to Lake County  
51   Mr. Earlywine described the conveyance agreement with  
52   Lake County.

53     On a MOTION by Mr. Aube, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board approved the  
54     Warranty Deed Conveying ROW to Lake County as described by Counsel, for the Avalon Groves  
55     Community Development District.

56           B.     District Engineer – *Greg Woodcock, Stantec*  
57                     All the agreements are in place for Engineering and maintenance map. The  
58                     maintenance map should be on the agenda for next month’s meeting.

59                     1.     Exhibit 3: Pond Report  
60                                     Water levels are in line with what is being seen this year, dewatering in  
61                                     adjacent ponds may have contributed to low water levels, however they  
62                                     have recovered at this point. Some bare soil areas around control  
63                                     structures were noted and a report on recommended erosion prevention  
64                                     measures will be presented at the August meeting.

65           C.     District Manager – *Kyle Darin, Vesta District Services*  
66                     1.     Exhibit 4: Aquatic Maintenance Report – *Steadfast Environmental*  
67                                     Mr. Darin reviewed the report. There being no action requested of the  
68                                     Board, the next item followed.  
69                     2.     Landscape Maintenance Report – *Dana Bryant, Yellowstone*  
70                                     Construction has disrupted irrigation to the village entrances which has  
71                                     hindered planned plant installation. Drought and freezing has affected  
72                                     trees planted on the tops of the banks. Dead trees are usually removed  
73                                     around August, generally 30 trees are replaced a year. Mr. Bryant was  
74                                     asked to provide an inventory of trees. Mr. Bryant provided the Board  
75                                     with the mowing schedule:





- 76 • St Augustine grass along Sawgrass Bay Blvd and in the  
77 parks – mowed weekly.
- 78 • Bahia grass around ponds in Village One – mowed every  
79 two weeks
- 80 • Bahia grass around ponds in Village Two – every two  
81 weeks (on alternate weeks to Village One)
- 82 • Bahia grass around ponds in Village Three and Palms at  
83 Serenoa ponds – every other week (usually on a Friday –  
84 this is a separate scope from the primary landscape  
85 maintenance agreement)

86 Over mowing Bahia is detrimental to the turf. Without the  
87 seedheads building the turf there will be a weed infestation and  
88 greater risk of erosion.

- 89 a. Consideration of Yellowstone Palm Trimming Proposal -  
90 \$16,849.32

91 Palm trimming is an annual event addressing palms on all CDD  
92 common areas.

93 On a MOTION by Mr. Flint, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board  
94 approved the Yellowstone proposal for palm trimming in the amount of \$16,849.32, for the  
95 Avalon Groves Community Development District

96 Board direction was for Yellowstone to address the Village Two and  
97 Three entrances and the second entrance to Village One, contingent on  
98 irrigation and construction.

99 Mr. Darin provided the Board with an update on the Landscape RFP. A  
100 zone of silence regarding the landscape RFP is in place through the time  
101 of the award.

- 102 3. Exhibit 6: Discussion on Wildlife Signs (Price Range \$25-66/ea Plus  
103 Installation)

104 The Board selected a sign style and directed staff to order a few. The  
105 Board also discussed fishing in the CDD ponds and access easements to  
106 the ponds. District Engineer will review access easements as part of the  
107 maintenance map. Staff will provide the Board with an update on any  
108 fishing policy currently in place.

- 109 D. Serenoa POA Amenity Manager – *David Pugh, Evergreen Lifestyles Management*

110 Mr. Pugh was not available to provide an update on the Serenoa POA projects  
111 during this portion of the meeting, but introduced himself to the Board after  
112 Supervisor Requests, prior to the meeting adjournment.

- 113 E. Palms at Serenoa HOA Amenity Manager – *Thomas Prince, Leland Management*



114 Mr. Price provided an update on Palms at Serenoa HOA projects: palm trimming,  
115 gate system, and palm replacement by the builder in phase 4.

116 **FOURTH ORDER OF BUSINESS – Business Matters**

117 A. Exhibit 7: Consideration and Approval of Bio-Tech Consulting 5-Year Proposal for  
118 Required Monitoring and Maintenance per SWFWMD Permit# 135777-18 (Village  
119 3)

120 On a MOTION by Mr. Aube, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board approved the  
121 Bio-Tech proposal for conservation area monitoring and maintenance in accordance with SWFWMD  
122 permit requirements for the Avalon Groves Community Development District.

123 B. Exhibit 8: Consideration of Bi-Annual Fence/Monument and Sidewalk (Goldcrest  
124 Loop to Pond 28) Cleaning Proposals

125 1. DE Pressure Washing - \$3,575.00

126 2. Fireman Tom - \$3,148.60

127 3. Squeegee Squad - \$3,500.00

128 4. Unashamed Pressure Washing - \$4,800.00

129 This item was deferred to the September meeting with a request for more  
130 information on the chemicals to be used.

131 C. Exhibit 9: Consideration and Adoption of Resolution 2023-12, Restating  
132 Resolution 2023-10 Approving the Proposed FY 2024 Budget and Setting a Public  
133 Hearing

134 On a MOTION by Mr. Meath, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board adopted  
135 Resolution 2023-12, Restating Resolution 2023-10 Approving the Proposed FY 2024 Budget and Setting a  
136 Public Hearing, for the Avalon Groves Community Development District.

137 Mr. Darin noted that the insurance quote came back significantly higher than  
138 anticipated, and should be kept in mind in the budget discussion in August.

139 D. Exhibit 10: Consideration and Adoption of Resolution 2023-13, Designating the  
140 FY 2024 Meeting Dates, Times, and Locations

141 The proposed meeting schedule was amended as follows:

142 November meeting changed to November 16, 2023

143 May 23, 2024 and August 22, 2024 meetings start time changed to 6 p.m.

144 On a MOTION by Mr. Aube, SECONDED by Mr. Fife, WITH ALL IN FAVOR, the Board adopted  
145 Resolution 2023-13, Designating the FY 2024 Meeting Dates, Times, and Locations as revised, for the  
146 Avalon Groves Community Development District.

147 **FIFTH ORDER OF BUSINESS – Administrative Matters/Consent Agenda**

148 A. Exhibit 11: Consideration and Approval of the Minutes of the Board of Supervisors  
149 Regular Meeting Held June 22, 2023



150 B. Exhibit 12: Consideration and Acceptance of the June 2023 Unaudited Financial  
151 Report

152 On a MOTION by Mr. Meath, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board approved  
153 the Consent Agenda – items A and B – as presented, for the Avalon Groves Community Development  
154 District.

155 **SIXTH ORDER OF BUSINESS – Audience Comments – New Business** (*Limited to 3 minutes*  
156 *per individual for non-agenda items*)

157 Comments were heard on the constitution of quorum, adding agenda items, communication  
158 regarding CDD/HOA responsibilities, signs naming the Supervisors at the meeting, a  
159 newsletter, CDD 101 workshop, reclaimed water, adding trees to the Serenoa entrance,  
160 replacing failed trees, or trees removed by construction, meeting minutes, and conservation  
161 areas.

162 **SEVENTH ORDER OF BUSINESS – Supervisors Requests** (*Includes Next Meeting Agenda*  
163 *Items Requests*)

164 Mr. Aube asked about the process to install a pedestrian accessible walking signal, the  
165 establishment of a CDD property use policy, meeting notice requirements, updating the  
166 name of the clubhouse on the CDD information, identifying the entity with overriding  
167 authority within CDD boundaries, the entity responsibility for maintaining the mailboxes  
168 and parking lot by the Village 1 playground, staff updating the responsible individuals on  
169 the action item matrix, the District Manager sharing the dates he is on property.

170 **EIGHTH ORDER OF BUSINESS – Action Items Summary**

171 *The action items from the meeting were noted as follows:*

- 172 • Purchase nameplates for supervisors and staff.
- 173 • Order green and white wildlife signs (bottom left sample on the exhibit) for  
174 installation at the ponds.
- 175 • Research chemicals used in sidewalk cleaning.

176 **NINTH ORDER OF BUSINESS – Next Meeting Quorum Check**

177 *Next Meeting Scheduled for 1 p.m. on August 24, 2023 at the Serenoa Club Amenity Center (17555*  
178 *Sawgrass Bay Blvd., Clermont, Florida 34714)*

179 **TENTH ORDER OF BUSINESS – Adjournment**

180 On a MOTION by Mr. Meath, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board adjourned  
181 the meeting, for the Avalon Groves Community Development District.

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



185 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**  
186 **noticed meeting held on August 24, 2023**

187

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

188 **Title:**  **Secretary**  **Assistant Secretary**

**Title:**  **Chairman**  **Vice Chairman**



# EXHIBIT 10





# Avalon Groves Community Development District

Summary Financial Statements  
(Unaudited)

Period Ending  
July 31, 2023



**Avalon Groves Community Development District**  
**Balance Sheet**  
**Unaudited**  
**July 31, 2023**

	<b>GENERAL FUND</b>	<b>2017 (AA1)</b>	<b>2017A-1 (AA2)</b>	<b>2017A-2 (AA2)</b>	<b>2019</b>	<b>2021 AA3</b>	<b>2021 AA1</b>	<b>2022 AA4</b>	<b>Const &amp; Acq</b>	<b>TOTAL</b>
<b>ASSETS:</b>										
CASH	\$ 1,041,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20	\$ 1,041,660
INVESTMENTS:										
REVENUE FUND	-	45	-	1	-	202	17	-	-	265
CAP INTEREST	-	92	284	0	99	150	85	68	-	776
DS RESERVE	-	182,445	539,981	-	106,959	171,034	98,118	33,261	-	1,131,799
COST OF ISSUANCE	-	-	-	-	13,664	13,446	1,168	(1)	-	28,278
PREPAYMENT ACCOUNT	-	4,058	50,848	0	1,315	129	-	-	-	56,350
SINK FUND	-	58	165	-	6	180	107	50	-	566
BOND REDEMPTION	-	-	-	-	47	0	-	-	-	48
ACQ. & CONST. 2017 (AA1)	-	-	-	-	-	-	-	-	0	0
ACQ. & CONST. 2017A-1 (AA2)	-	-	-	-	-	-	-	-	1	1
ACQ. & CONST. 2017A-2 (AA2)	-	-	-	-	-	-	-	-	0	0
ACQ. & CONST. 2019	-	-	-	-	-	-	-	-	3,550	3,550
ACQ. & CONST. 2021	-	-	-	-	-	-	-	-	60,296	60,296
ACQ. & CONST. 2021 3/4	-	-	-	-	-	-	-	-	2,132	2,132
ACQ. & CONST. 2022	-	-	-	-	-	-	-	-	1,883,556	1,883,556
PREPAID ITEMS	-	-	-	-	-	-	-	-	-	-
DUE FROM GF	-	72,813	159,987	-	178,424	(194,461)	266,754	157,734	-	641,251
ON ROLL - RECEIVABLE ASSMT.	124,993	25,404	75,813	-	31,407	50,259	28,798	19,190	-	355,864
ACCOUNTS RECEIVABLE	2,988	389	2,230	-	926	-	-	-	-	6,533
DEPOSITS	541	-	-	-	-	-	-	-	-	541
<b>TOTAL ASSETS</b>	<b>\$ 1,170,162</b>	<b>\$ 285,303</b>	<b>\$ 829,308</b>	<b>\$ 1</b>	<b>\$ 332,847</b>	<b>\$ 40,940</b>	<b>\$ 395,048</b>	<b>\$ 210,303</b>	<b>\$ 1,949,555</b>	<b>\$ 5,213,466</b>
<b>LIABILITIES:</b>										
ACCOUNTS PAYABLE	\$ 49,927	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,927
ACCRUED EXPENSES	-	-	-	-	-	-	-	-	-	-
DUE TO DEBT SERVICE	641,251	-	-	-	-	-	-	-	-	641,251
DUE TO CONSTRUCTION	-	-	-	-	-	-	-	-	-	-
ON ROLL - DEFERRED REVENUE	124,993	25,404	75,813	-	31,407	50,259	28,798	19,190	-	355,864
RETAINAGE PAYABLE	-	-	-	-	-	-	-	-	-	-
<b>FUND BALANCE:</b>										
NONSPENDABLE:										
PREPAID AND DEPOSITS	541	-	-	-	-	-	-	-	-	541
ASSIGNED:										
OPERATING RESERVES	1,041	-	-	-	-	-	-	-	-	1,041
RESERVES - ROADWAYS	-	-	-	-	-	-	-	-	-	-
UNASSIGNED:	352,409	259,900	753,495	1	301,440	(9,319)	366,250	191,112	1,949,555	4,164,842
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 1,170,162</b>	<b>\$ 285,303</b>	<b>\$ 829,308</b>	<b>\$ 1</b>	<b>\$ 332,847</b>	<b>\$ 40,940</b>	<b>\$ 395,048</b>	<b>\$ 210,303</b>	<b>\$ 1,949,555</b>	<b>\$ 5,213,466</b>



**Avalon Groves Community Development District**  
**Statement of Revenue, Expenditures And Change In Fund Balance**  
**For The Period Ending July 31, 2023**

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE Over / (Under) To Budget
<b>REVENUES</b>				
ON ROLL ASSESSMENTS	\$ 838,110	-	\$ 715,112	\$ (122,998)
DEVELOPER FUNDING OFF ROLL	-	-	95,049	95,049.31
DEVELOPER FUNDING				-
MISCELLANEOUS REVENUE		-	5	5.00
LOT CLOSINGS		-	28,988	28,987.50
<b>TOTAL REVENUES</b>	<b>838,110</b>	<b>-</b>	<b>839,154</b>	<b>\$ 1,044</b>
<b>EXPENDITURES</b>				
<b>GENERAL ADMINISTRATIVE</b>				
DISTRICT MANAGEMENT SERVICES	32,960	2,747	27,467	(5,493)
BANK FEES	150	-	-	(150)
AUDITING	3,400	-	-	(3,400)
REGULATORY & PERMIT FEES	175	-	175	-
LEGAL ADVERTISEMENTS	4,000	-	833	(3,167)
ENGINEERING SERVICES	12,000	-	11,521	(479)
LEGAL SERVICES	25,000	3,104	35,835	10,835
TECHNOLOGY & WEBSITE ADMIN.	2,015	-	1,515	(500)
MISCELLANEOUS	1,500	310	12,089	10,589
BOS MEETING	12,000	-	3,800	(8,200)
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>93,200</b>	<b>6,161</b>	<b>93,235</b>	<b>\$ 35</b>
<b>INSURANCE</b>				
INSURANCE	12,000	-	25,044	13,044
<b>TOTAL INSURANCE</b>	<b>12,000</b>	<b>-</b>	<b>25,044</b>	<b>\$ 13,044</b>
<b>DEBT SERVICE ADMIN.</b>				
DISCLOSURE REPORT	5,150	-	5,150	-
ARBITRAGE REBATE	1,500	-	650	(850)
TRUSTEE FEES	10,500	-	10,500	-
<b>TOTAL DEBT ADMINISTRATION</b>	<b>17,150</b>	<b>-</b>	<b>16,300</b>	<b>\$ (850)</b>
<b>UTILITIES</b>				
UTILITIES-ELECTRICITY	6,180	1,197	17,033	10,853
STREETLIGHTS	160,800	18,080	179,053	18,253
UTILITY WATER	40,000	934	9,539	(30,461)
<b>TOTAL UTILITIES</b>	<b>206,980</b>	<b>20,211</b>	<b>205,625</b>	<b>\$ (1,355)</b>
<b>PHYSICAL ENVIRONMENT</b>				
LAKE & POND MAINTENANCE	52,000	2,733	27,334	(24,666)
LANDSCAPE MAINTENANCE	300,000	20,182	232,067	(67,933)
LANDSCAPE - REPLENISHMENT	15,000	-	10,481	(4,519)
WETLAND MITIGATION & MAINTENANCE	37,000	-	33,300	(3,700)
FIELD MANAGEMENT	6,180	515	5,150	(1,030)
FIELD CONTINGENCY	28,900	616	4,814	(24,086)
HARDSCAPE REPAIRS & MAINT.	15,000	-	-	(15,000)
STORMWATER REPORTING	25,000	-	-	(25,000)
PORTER SERVICES	10,000	-	-	(10,000)
POND PLANTINGS AND EROSION CONTROL	12,000	-	-	(12,000)
FOUNTAIN REPAIR	2,700	-	-	(2,700)
RESERVE STUDY	5,000	-	-	(5,000)
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>508,780</b>	<b>24,046</b>	<b>313,145</b>	<b>\$ (195,635)</b>
<b>INTEREST EXPENSE</b>				
			-	
<b>TOTAL EXPENDITURES</b>	<b>838,110</b>	<b>50,418</b>	<b>653,349</b>	<b>\$ (184,761)</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>			<b>185,805</b>	
FUND BALANCE - BEGINNING			168,186	
<b>FUND BALANCE - ENDING</b>			<b>\$ 353,991</b>	



**Avalon Groves Community Development District**  
**SERIES 2017A-1 (AA1)**

**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 170,338	\$ 145,323
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)		-
INTEREST	-	6,663
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
LOT CLOSINGS	-	32,306
<b>TOTAL REVENUE</b>	<b>170,338</b>	<b>184,292</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES	-	-
INTEREST EXPENSE		
NOVEMBER 1, 2022	64,231	63,531
MAY 1, 2023	63,231	63,531
PRINCIPAL RETIREMENT		
MAY 1, 2023	40,000	40,000
<b>TOTAL EXPENDITURES</b>	<b>167,462</b>	<b>167,063</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	2,876	17,230
TRANSFER IN		-
TRANSFER OUT		-
FUND BALANCE - BEGINNING		242,670
<b>FUND BALANCE - ENDING</b>	<b>\$ 2,876</b>	<b>\$ 259,900</b>



**Avalon Groves Community Development District**  
**SERIES 2017A-1 (AA2)**

**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 508,350	\$ 482,477
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)		-
INTEREST	-	18,267
MISCELLANEOUS REVENUE	-	-
PREPAYMENT	-	-
<b>TOTAL REVENUE</b>	<b>508,350</b>	<b>500,744</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	-	-
INTEREST EXPENSE		-
NOVEMBER 1, 2022	197,647	197,213
MAY 1, 2023	194,556	197,213
PRINCIPAL RETIREMENT		
MAY 1, 2022	115,000	115,000
<b>TOTAL EXPENDITURES</b>	<b>507,203</b>	<b>509,425</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	1,147	(8,681)
TRANSFER IN		-
TRANSFER OUT		(5)
FUND BALANCE - BEGINNING		762,181
<b>FUND BALANCE - ENDING</b>	<b>\$ 1,147</b>	<b>\$ 753,495</b>



**Avalon Groves Community Development District**  
**SERIES 2017A-2 (AA2)**

**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>I. REVENUE</b>	
SPECIAL ASSESSMENTS - ON/OFF ROLL	
INTEREST	0
LESS: DISCOUNT ASSESSMENTS (4%)	-
<b>TOTAL REVENUE</b>	<b>0</b>
<b>II. EXPENDITURES</b>	
COUNTY - ASSESSMENT COLLECTION FEES	-
INTEREST EXPENSE	-
MAY 1, 2019	-
NOVEMBER 1, 2019	-
PRINCIPAL PREPAYMENT	-
MAY 1, 2019	-
<b>TOTAL EXPENDITURES</b>	<b>-</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	0
TRANSFER IN	
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1
FUND BALANCE - ENDING	<b>\$ 1</b>





**Avalon Groves Community Development District**  
**SERIES 2019**

**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<b>FY2022 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON/OFF ROLL LOT CLOSINGS DR HORTON	\$ 210,594	180,113
INTEREST	-	4,197
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
MISC. REVENUE	-	-
<b>TOTAL REVENUE</b>	<b>210,594</b>	<b>184,310</b>
<b>EXPENDITURES</b>		
PREPAYMENT REDEMPTION	-	10,000
INTEREST EXPENSE		
NOVEMBER 1, 2022	68,715	69,888
MAY 1, 2023	68,715	68,503
PRINCIPAL RETIREMENT		-
MAY 1, 2022	70,000	70,000
<b>TOTAL EXPENDITURES</b>	<b>207,430</b>	<b>218,390</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	3,164	(34,080)
TRANSFER IN		
TRANSFER OUT		(2,297)
FUND BALANCE - BEGINNING		337,818
<b>FUND BALANCE - ENDING</b>	<b>\$ 3,164.00</b>	<b>\$ 301,440</b>



**Avalon Groves Community Development District**  
**SERIES 2021 AA3**  
**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>	<u>                    </u>	<u>                    </u>
SPECIAL ASSESSMENTS - ON ROLL	\$ 337,000	286,741
SPECIAL ASSESSMENTS - OFF ROLL	-	-
INTEREST	-	6,670
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
PREPAYMENT	-	-
<b>TOTAL REVENUE</b>	<u><b>337,000</b></u>	<u><b>293,411</b></u>
<b>EXPENDITURES</b>		
PREPAYMENT REDEMPTION		25,000
INTEREST EXPENSE		
NOVEMBER 1, 2022	103,238	104,722
MAY 1, 2023	104,722	104,353
PRINCIPAL RETIREMENT		
MAY 1, 2022	125,000	125,000
<b>TOTAL EXPENDITURES</b>	<u><b>332,960</b></u>	<u><b>359,075</b></u>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	4,040	(65,664)
TRANSFER IN		130
TRANSFER OUT		(3,786)
FUND BALANCE - BEGINNING		60,001
<b>FUND BALANCE - ENDING</b>	<u><b>\$ 4,040.00</b></u>	<u><b>\$ (9,319)</b></u>



**Avalon Groves Community Development District**  
**SERIES 2021 AA1 PH 3/4**  
**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<u>FY2023 ADOPTED BUDGET</u>	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON ROLL	\$ 193,100	164,302
SPECIAL ASSESSMENTS - OFF ROLL	-	177,139
LOT CLOSINGS		21,000
INTEREST	-	3,779
LESS: DISCOUNT ASSESSMENTS (4%)		-
PREPAYMENT	-	-
<b>TOTAL REVENUE</b>	<u><b>193,100</b></u>	<u><b>366,219</b></u>
<b>EXPENDITURES</b>		
PREPAYMENT REDEMPTION		-
INTEREST EXPENSE		
NOVEMBER 1, 2022	58,056	58,056
MAY 1, 2023	57,213	58,056
PRINCIPAL RETIREMENT		
MAY 1, 2022	75,000	75,000
<b>TOTAL EXPENDITURES</b>	<u><b>190,269</b></u>	<u><b>191,113</b></u>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	2,831	175,106
TRANSFER IN		-
TRANSFER OUT		(2,096)
FUND BALANCE - BEGINNING		193,239
<b>FUND BALANCE - ENDING</b>	<u><u><b>\$ 2,831.00</b></u></u>	<u><u><b>\$ 366,250</b></u></u>



**Avalon Groves Community Development District**  
**SERIES 2022 AA4**

**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON ROLL	\$ 128,675	109,485
SPECIAL ASSESSMENTS - OFF ROLL	-	128,674
INTEREST	-	117
LESS: DISCOUNT ASSESSMENTS (4%)		1,305
PREPAYMENT	-	-
<b>TOTAL REVENUE</b>	<b>128,675</b>	<b>239,581</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES		-
INTEREST EXPENSE		
NOVEMBER 1, 2022	46,038	46,549
MAY 1, 2023	45,338	46,038
PRINCIPAL RETIREMENT		
MAY 1, 2022	35,000	35,000
<b>TOTAL EXPENDITURES</b>	<b>126,376</b>	<b>127,587</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	2,299	111,995
TRANSFER IN		
TRANSFER OUT		(130)
FUND BALANCE - BEGINNING		79,248
<b>FUND BALANCE - ENDING</b>	<b>\$ 2,299.00</b>	<b>\$ 191,112</b>



**Avalon Groves Community Development District**  
**Construction In Progress (AA1)**  
**Statement of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUES</b>	
BOND PROCEEDS	\$ -
INTEREST	-
<b>TOTAL REVENUES</b>	-
 <b>EXPENDITURES</b>	
REQUISITIONS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	-
 <b>TOTAL EXPENDITURES</b>	-
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	0
 <b>FUND BALANCE - ENDING</b>	<b>\$ 0</b>



**Avalon Groves Community Development District**  
**Construction In Progress A-1 (AA2)**  
**Statement of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUES</b>	
NET PROCEEDS	\$ -
INTEREST	-
<b>TOTAL REVENUES</b>	<u>-</u>
<b>EXPENDITURES</b>	
CONSTRUCTION IN PROGRESS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	<u>-</u>
<b>TOTAL EXPENDITURES</b>	<u>-</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	21
<b>FUND BALANCE - ENDING</b>	<u>\$ 21</u>





**Avalon Groves Community Development District**  
**Construction In Progress A-2 (AA2)**  
**Statement of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUES</b>	
DEVELOPER FUNDING	-
INSURANCE CLAIM	\$ -
INTEREST	
<b>TOTAL REVENUES</b>	-
<b>EXPENDITURES</b>	
REQUISITIONS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	-
<b>TOTAL EXPENDITURES</b>	-
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	0
<b>FUND BALANCE - ENDING</b>	<b>\$ 0</b>



**Avalon Groves Community Development District**  
**Construction In Progress 2019**  
**Statement of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUES</b>	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	72
<b>TOTAL REVENUES</b>	<u>72</u>
 <b>EXPENDITURES</b>	
REQUISITIONS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	<u>-</u>
 <b>TOTAL EXPENDITURES</b>	<u>-</u>
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	 72
TRANSFER IN	2,297
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,180
 <b>FUND BALANCE - ENDING</b>	 <u><u>\$ 3,550</u></u>



**Avalon Groves Community Development District**  
**Construction 2021**  
**Statement of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUES</b>	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	1,907
<b>TOTAL REVENUES</b>	<b>1,907</b>
<b>EXPENDITURES</b>	
DISSEMINATION AGENT	
TRUST FUND ACCOUNTING	-
ARBITRAGE	
<b>TOTAL DEBT ADMINISTRATION</b>	
TRUSTEE FEES	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	-
REQUISITIONS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	-
<b>CAPITAL OUTLAY</b>	
CAPITAL OUTLAY - BOAT DOCK	
CAPITAL OUTLAY - OTHER	
<b>TOTAL RESERVES</b>	-
<b>TOTAL EXPENDITURES</b>	-
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>1,907</b>
TRANSFER IN	3,786
TRANSFER OUT	(130)
FUND BALANCE - BEGINNING	54,733
<b>FUND BALANCE - ENDING</b>	<b>\$ 60,296</b>



**Avalon Groves Community Development District**  
**Construction 2021 3/4**  
**Statement of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 Ending July 31, 2023**

		<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUES</b>		
DEVELOPER FUNDING	\$	-
INSURANCE CLAIM		-
INTEREST		29
<b>TOTAL REVENUES</b>		<u>29</u>
 <b>EXPENDITURES</b>		
DISSEMINATION AGENT		
TRUST FUND ACCOUNTING		-
ARBITRAGE		
<b>TOTAL DEBT ADMINISTRATION</b>		
TRUSTEE FEES		-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>		-
REQUISITIONS		-
TRUSTEE FEES		-
<b>TOTAL EXPENSE</b>		<u>-</u>
 <b>CAPITAL OUTLAY</b>		
CAPITAL OUTLAY - BOAT DOCK		
CAPITAL OUTLAY - OTHER		
<b>TOTAL RESERVES</b>		-
 <b>TOTAL EXPENDITURES</b>		<u>-</u>
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>		<b>29</b>
TRANSFER IN		2,096
TRANSFER OUT		-
FUND BALANCE - BEGINNING		7
 <b>FUND BALANCE - ENDING</b>	<b>\$</b>	<u><u>2,132</u></u>



**Avalon Groves Community Development District**  
**Construction in Progress 2022 AA4**  
**Statement of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 Ending July 31, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUES</b>	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	61,731
<b>TOTAL REVENUES</b>	<b>61,731</b>
<b>EXPENDITURES</b>	
DISSEMINATION AGENT	
TRUST FUND ACCOUNTING	-
ARBITRAGE	
<b>TOTAL DEBT ADMINISTRATION</b>	
TRUSTEE FEES	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	-
REQUISITIONS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	-
<b>CAPITAL OUTLAY</b>	
CAPITAL OUTLAY - BOAT DOCK	
CAPITAL OUTLAY - OTHER	
<b>TOTAL RESERVES</b>	-
<b>TOTAL EXPENDITURES</b>	-
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>61,731</b>
TRANSFER IN	130
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,821,695
<b>FUND BALANCE - ENDING</b>	<b>\$ 1,883,556</b>



**Avalon Groves Community Development District**  
**Bank Reconciliation**  
**July 31, 2023**

	<u>BU</u>
Balance Per Bank Statement	\$ 1,070,199.63
Less: Outstanding AP Checks	(28,540.13)
<b><i>Adjusted Bank Balance</i></b>	<b><u><u>\$ 1,041,659.50</u></u></b>
Beginning Bank Balance Per Books	\$ 1,093,078.20
Deposits & Interest	-
Cash Disbursements	(51,418.70)
<b><i>Balance Per Books</i></b>	<b><u><u>\$ 1,041,659.50</u></u></b>









**Avalon Groves CDD**  
**Check Register**  
**Operating Account**  
**FY 2023**

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
06/02/2023	0602ACH1	SECO Energy	17052 Basswood Lane 4/14/23 - 5/16/23		39.00	1,135,628.96
06/02/2023	0602ACH2	SECO Energy	17650 Sawgrass Bay Blvd 4/14/23 - 5/16/23		157.00	1,135,471.96
06/05/2023	1ACH060523	Sunshine Water Services	Basswood Ln Island Irrigation 03/22/23-04/22/23		945.93	1,134,526.03
06/05/2023	2ACH060523	Sunshine Water Services	Goldcrest Loop Playground 3/22/22-04/21/23		12.68	1,134,513.35
06/05/2023	3ACH060523	Sunshine Water Services	Butterfly Pee Ct Cul-De-Sac 3/22-4/21/23		19.80	1,134,493.55
06/09/2023			Deposit	5,514.17		1,140,007.72
06/12/2023	1623	Regions Bank.	Trustee Fees Series 2019		3,500.00	1,136,507.72
06/14/2023	100114	BIO-TECH CONSULTING, INC.	Invoice: 173527 (Reference: Quarterly Maintenance. )		2,400.00	1,134,107.72
06/14/2023	100115	Heidt Design	Invoice: 48005 (Reference: O&M Engineering Services. )		2,230.00	1,131,877.72
06/14/2023	100116	Steadfast Environmental, LLC	Invoice: SE-22389 (Reference: Routine Aquatic Maintenance. )		2,733.41	1,129,144.51
06/14/2023	100117	KILINSKI VAN WYK, PLLC	Invoice: 5822 (Reference: General Matters. )		5,720.50	1,123,424.01
06/15/2023	0615ACH1	SECO Energy	16920 Sawgrass Bay Blvd 4/28/23 - 5/28/23		766.00	1,122,658.01
06/16/2023	0616ACH1	SECO Energy	16920 Sawgrass Bay Blvd Payment #6		813.63	1,121,844.38
06/21/2023			Deposit	18,000.59		1,139,844.97
06/26/2023	1624	Candice Smith	BOS MTG 6/22/23		200.00	1,139,644.97
06/26/2023	1625	Michael W. Aube	BOS MTG 6/22/23		200.00	1,139,444.97
06/26/2023	1626	William Tyler Flint	BOS MTG 6/22/23		200.00	1,139,244.97
06/28/2023	100118	Yellowstone Landscape	Invoice: OS 545145 (Reference: Monthly Landscape Maintenance June 2023. ) Invoice: OS 548098 (...)		23,555.60	1,115,689.37
06/28/2023	100119	HV Solar Lighting	Invoice: 49 (Reference: Light Installation. )		18,080.00	1,097,609.37
06/28/2023	100120	Clean Star Services	Invoice: 10027 (Reference: Monthly Services trash collect. )		310.00	1,097,299.37
06/28/2023	100121	Kutak Rock LLP	Invoice: 3238477 (Reference: General Counsel. )		1,677.50	1,095,621.87
06/28/2023	100122	Vesta District Services	Invoice: 410893 (Reference: Monthly contracted management fees. )		3,261.67	1,092,360.20
06/30/2023			Deposit	698.00		1,093,062.20
<b>06/30/2023</b>				<b>24,212.76</b>	<b>67,268.52</b>	<b>1,093,062.20</b>
07/03/2023	100123	Yellowstone Landscape	Invoice: OS 548861 (Reference: Monthly Landscape Maintenance July 2023. )		16,175.00	1,076,887.20
07/03/2023	100124	Vesta District Services	Invoice: 411075 (Reference: Monthly contracted management fees. )		3,261.67	1,073,625.53
07/04/2023	1ACH070423	SECO Energy	17325 Sawgrass Bay Blvd 05/16-6/15/23		298.00	1,073,327.53
07/04/2023	2ACH070423	SECO Energy	17494 Sawgrass Bay Blvd (Wall #2) 5/16-06/15/23		41.00	1,073,286.53
07/05/2023	0705ACH1	SECO Energy	17052 Basswood Lane 05/16/2023 - 06/15/2023		40.00	1,073,246.53
07/05/2023	0705ACH2	SECO Energy	17650 Sawgrass Bay Blvd 05/16/2023 - 06/15/2023		162.00	1,073,084.53
07/10/2023	1ACH071023	Sunshine Water Services	Basswood Ln Island Irrigation 04/22/23-05/24/23		884.23	1,072,199.30
07/10/2023	2ACH071023	Sunshine Water Services	Butterfly Pee Ct Cul-De-Sac 4/21-5/23/23		21.86	1,072,177.44
07/10/2023	3ACH071023	Sunshine Water Services	Goldcrest Loop Playground 4/21/22-05/23/23		12.68	1,072,164.76
07/12/2023	100125	Steadfast Environmental, LLC	Invoice: SE-22507 (Reference: Routine Aquatic Maintenance. )		2,733.41	1,069,431.35
07/12/2023	100126	HV Solar Lighting	Invoice: 51 (Reference: Light Installation. )		18,080.00	1,051,351.35
07/20/2023	07203ACH1	SECO Energy	16920 Sawgrass Bay Blvd 5/31/23 - 6/29/23		381.00	1,050,970.35
07/20/2023	07203ACH2	SECO Energy	16920 Sawgrass Bay Blvd Payment #7		813.63	1,050,156.72
07/26/2023	100127	Fountain Design Group, Inc.	Invoice: 30559A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN. )		615.50	1,049,541.22
07/26/2023	100128	Heidt Design	Invoice: 48219 (Reference: Engineering Services. )		787.50	1,048,753.72
07/26/2023	100129	Yellowstone Landscape	Invoice: OS 561100 (Reference: Playground Mulch. )		4,006.96	1,044,746.76
07/26/2023	100130	Kutak Rock LLP	Invoice: 3251717 (Reference: General Counsel. )		3,104.26	1,041,642.50
				-	<b>51,418.70</b>	<b>1,041,639.50</b>



# EXHIBIT 11



## Avalon Groves – Outstanding Action Items FY 2023

*Completed action items have been archived*

DM – District Manager (Kyle Darin, Vesta District Services)

DC – District Counsel (Jere Earlywine, Kutak Rock)

DE – District Engineer (Greg Woodcock, Stantec)

Assigned To:	Assignment	Date Assigned	Date Completed	Notes
DM	Beware Alligators signs – get pricing	3/23/2023		7/27 Board to decide on sign design & posting locations then staff can price <b>Sign approved, direction to order a few</b>
Landscape Vendor	Tree Inventory	7/27/2023		
DM	Purchase nameplates for supervisors and staff	7/27/2023		In progress
Landscape Vendor	Proposal to repair hog damaged landscape at ponds	4/27/2023	on hold	Hogs to be trapped/moved on before assessing
DM	Quotes for fence & Sidewalk cleaning 2xs a year	3/23/2023		5/25 - follow up email - inc. all vlg entrances/sawgrass bay blvd fences & CDD 3/24 sent request to Vice and Fireman Tom <b>7/27 Proposals Presented - table to Sept, get info on chemicals to be used</b>
DM	Additional quote for materials and install for monument lights & outlets	3/23/2023		Ongoing: Sourcing vendors (equipment suppliers separate from installers)

