



**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Meeting Package

Regular Meeting

Date/Time:

Thursday

September 28, 2023

1:00 p.m.

Location:

Serenoa Club Amenity Center

17555 Sawgrass Bay Blvd.,

Clermont, FL 34714

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



**Avalon Groves
Community Development District**

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

Board of Supervisors
Avalon Groves Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Thursday, September 28, 2023 at 1:00 p.m.** at **Serenoa Club Amenity Center – 17555 Sawgrass Bay Blvd., Clermont, FL 34714.**

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

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

Sincerely,

Kyle Darin

Kyle Darin
District Manager

Cc: Attorney
Engineer
District Records



AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, September 28, 2023

Time: 1:00 p.m.

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

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

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

Phone Conference ID: 862 156 243#

(Mute/Unmute: *6)

Agenda

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

I. Roll Call

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. Consideration of Acquisition of Edgemont Improvements (D.R. Horton) [Exhibit 1](#)

- a. Acquisition Request Letter
- b. Corporate Declaration Regarding Costs Paid
- c. Project Engineer's Certificate
- d. District Engineer's Certificate
- e. Contractor Acknowledgment and Release
- f. Professional Acknowledgment and Release
- g. Bill of Sale and Limited Assignment
- h. Bill of Sale (Lake County)
- i. Special Warranty Deed
- j. Requisition #1

2. District Engineer's Inspection Reports [Exhibit 2](#)

- a. [Edgemont Acquisition Review](#)
- b. [Area 4 Review](#)

3. Consideration and Adoption of Resolution 2023-17, Authorizing Requisitions 3 and 4 From Series 2021 Bonds [Exhibit 3](#)

B. District Engineer – *Greg Woodcock, Stantec*

1. Consideration and Acceptance of Ownership/Maintenance Map [Exhibit 4](#)



III. Staff Reports (Continued)

- A. District Manager – *Kyle Darin, Vesta District Services*
 - 1. Field Report – *Vesta District Services* [Exhibit 5](#)
 - 2. Aquatic Maintenance Report – *Steadfast Environmental* [Exhibit 6](#)
 - a. Consideration and Approval of Aquatic Maintenance Addendum [Exhibit 7](#)
 - 3. Landscape Maintenance Report – *Dana Bryant, Yellowstone*
- B. Serenoa POA Amenity Manager – *Zayriliann Lorenzo, Evergreen Lifestyles Management*
- C. Palms at Serenoa HOA Amenity Manager – *Shannon Bernard, Leland Management*

II. Business Matters

- A. Consideration of Bi-Annual Fence/Monument and Sidewalk (Goldcrest Loop to Pond 28) Cleaning Proposals – *Previously Presented* [Exhibit 8](#)
 - 1. DE Pressure Washing - \$3,575.00
 - 2. Fireman Tom - \$3,148.60
 - 3. Squeegee Squad - \$3,500.00
 - 4. Unashamed Pressure Washing - \$4,800.00
- B. Discussion on Adding Signage to Identify Villages
- C. Consideration of **Resolution 2023-18, Amending the FY 2024 Meeting Schedule** [Exhibit 9](#)

III. Consent Agenda

- A. Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held August 24, 2023 [Exhibit 10](#)
- B. Consideration and Acceptance of the August 2023 Unaudited Financial Report [Exhibit 11](#)
- C. Ratification of Ronald Vail Plumbing Invoice for Required Annual Backflow Testing - \$267.00 [Exhibit 12](#)

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

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

VI. Action Items Summary

[Exhibit 13](#)

VII. Next Meeting Quorum Check

*October 26, 2023 at 10 a.m.
Serenoa Club Amenity Center
17555 Sawgrass Bay Blvd., Clermont, FL 34714*

VIII. Adjournment



EXHIBIT 1



_____, 2023

Avalon Groves Community Development District
c/o Kyle Darin, District Manager
DPFG Management and Consulting LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746

Re: Letter Agreement for Acquisition of Edgemont Improvements and Work Product

Dear Larry,

Pursuant to the *Acquisition Agreement*, effective April 29, 2022 ("**Acquisition Agreement**"), by and between the Avalon Groves Community Development District ("**District**") and D.R. Horton, Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and "**Work Product**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay – to the extent monies are available from the proceeds of its *Special Assessment Bonds, Series 2022 (Assessment Area Four Project)* - the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements and Work Product.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

Agreed to by:
**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

D.R. HORTON, INC.

_____, Board of Supervisors

Name: _____

Title: _____



EXHIBIT A

Description of Edgemont Improvements and Work Product

Roadway - All public roads, pavement, curbing and other physical improvements within or upon rights-of-way designated as Tracts A and G (Right-of-Way) (and further designated as Street "E", Edgemont Lane, Duval Court and Paragon Lane), as identified in the plat known as *Edgemont*, as recorded in Book 82, Pages 3 - 10, of the Official Records of Lake County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract C (Open Space, Recreation, Pond Area and Drainage), and the "Drainage Easements" and "Drainage and Utility Easements," as identified on the plat entitled, *Edgemont*, as recorded in Book 82, Pages 3 - 10, of the Official Records of Lake County, Florida.

Recreation Improvements – All "tot lot" improvements, located within or upon Tract K (Open Space/Recreation), as identified on the plat entitled, *Edgemont*, as recorded in Book 82, Pages 3 - 10, of the Official Records of Lake County, Florida.

Hardscape Improvements – All entry monument and perimeter fence improvements, located within or upon Tract I (Landscape and Signage Tract), Tract J (Landscape/Wall/Fence) and the "Sawgrass Bay Boulevard Entrance Monument Easement 1" identified in Book 4951, Page 350, of the Official Records of Lake County, Florida), as identified on the plat entitled, *Edgemont*, as recorded in Book 82, Pages 3 - 10, of the Official Records of Lake County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Supplemental Report – 2022 Bond Issuance*, dated February 24, 2022.



EXHIBIT A (CON'T.)

Description of Edgemont Improvements and Work Product

| Improvement | Total Amount | Amount Paid to Date | Balance to Finish & Retainage |
|--|-----------------------|-----------------------|-------------------------------|
| Roadway | \$754,947.45 | \$754,947.45 | \$0 |
| Surface Water Management | \$460,533.20 | \$460,533.20 | \$0 |
| Earthwork (Public Portion Only) ^[1] | \$638,387.25 | \$638,387.25 | \$0 |
| Tot Lot | \$42,260.29 | \$19,755.14 | \$22,505.15 |
| Entry Monument | \$47,785.70 | \$43,007.13 | \$4,778.57 |
| Perimeter Fence | \$31,495.00 | \$31,495.00 | \$0.00 |
| Work Product – Madden Moorhead & Stokes LLC ² | \$97,215.70 | \$97,215.70 | \$0.00 |
| TOTAL: | \$2,072,624.59 | \$2,045,340.87 | \$27,283.72 |

^[1] The total cost of earthwork is \$1,063,978.75. The District Engineer has determined that the construction costs can be divided on a percentage basis with the Private Earthwork at 40% and the CDD Eligible Earthwork at 60%. The above-referenced "Total Amount" is the CDD Eligible amount of the Earthwork.

² The total cost of the Madden Moorhead & Stokes LLC work product is \$162,026.16. The District Engineer has determined that the work product can be divided on a percentage basis with the Private Work Product at 40% and the CDD Eligible Work Product at 60%. The above-referenced "Total Amount" is the CDD Eligible amount of the Work Product.



**CORPORATE DECLARATION REGARDING COSTS PAID
EDGEMONT IMPROVEMENTS AND WORK PRODUCT**

D.R. HORTON, INC., a Delaware corporation ("**Developer**"), the developer of certain lands within Edgemont ("**Development**"), does hereby certify to the Avalon Groves Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District known as "Edgemont" a/k/a "Assessment Area Four."
2. The District's *Engineer's Supplemental Report – 2022 Bond Issuance*, dated February 24, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the ____ day of _____, 2023.

D.R. HORTON, INC.

Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____ as _____ of D.R. Horton, Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



PROJECT ENGINEER'S CERTIFICATE
EDGEMONT IMPROVEMENTS AND WORK PRODUCT

_____, 2023

Board of Supervisors
Avalon Groves Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Madden Moorhead & Stokes, LLC ("**Project Engineer**"), as Project Engineer for the Avalon Groves Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from D.R. Horton, Inc., a Delaware corporation ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned understands that the District is relying on this Certificate in agreeing to accept conveyance of the Improvements. The undersigned, an authorized representative of the Project Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
3. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

The undersigned acknowledges that this Certificate may be relied upon by Stantec Consulting Services, Inc. ("**District Engineer**"), as District Engineer for the District in connection with certain certifications which District Engineer will be providing to the District, and the undersigned specifically consents to such reliance by District Engineer.



MADDEN MOORHEAD & STOKES, LLC

_____, P.E.
Florida Registration No. _____
District Engineer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____ as _____ of Madden Moorhead & Stokes, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



DISTRICT ENGINEER'S CERTIFICATE
EDGEMONT IMPROVEMENTS AND WORK PRODUCT

_____, 2023

Board of Supervisors
Avalon Groves Community Development District

Re: Acquisition of Improvements – Edgemont Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of Stantec Consulting Services, Inc. ("**District Engineer**"), as engineer for the Avalon Groves Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from D.R. Horton, Inc., a Delaware corporation ("**Developer**") of the "**Improvements**" and "**Work Product**," as further described in **Exhibit A** attached hereto, and in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and visually inspected completed construction of the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents, as provided by the District and Developer.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Supplemental Report*, dated February 24, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. In reliance on the Project Engineer's Certificate issued by Madden Moorhead & Stokes, LLC, the Improvements were installed in substantial accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, as provided by the Developer, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify to the best of my knowledge, information and belief and that it is appropriate at this time to acquire the Improvements and Work Product.



I declare that I have read the foregoing District Engineer's Certificate and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this _____ day of _____, 2023.

STANTEC CONSULTING SERVICES, INC.

Name: _____
Florida Registration No. _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, on behalf of Stantec Consulting Services, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____



CONTRACTOR ACKNOWLEDGMENT AND RELEASE
EDGEMONT IMPROVEMENTS

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the ___ day of _____, 2023, by **Hughes Brothers Construction, Inc.**, having a mailing address of 948 Walker Road, Wildwood, Florida 34785 (“**Contractor**”), in favor of the **Avalon Groves Community Development District (“District”)**, which is a local unit of special-purpose government situated in Lake County, Florida, and having offices at c/o DPF Management and Consulting LLC, 250 International Parkways, Suite 208, Lake Mary, Florida 32746.

RECITALS

WHEREAS, pursuant to that certain *Contractor Agreement*, dated August 12, 2021, and between Contractor and D.R. Horton, Inc., a Delaware corporation (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

[CONTINUED ON FOLLOWING PAGE]



5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

HUGHES BROTHERS CONSTRUCTION, INC.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
EDGEMONT WORK PRODUCT

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the ____ day of _____, 2023, by **Madden Moorhead & Stokes, LLC**, a Florida limited liability company, having offices located at 431 East Horatio Avenue, Suite 260, Maitland, Florida 32751 (“**Professional**”), in favor of the **Avalon Groves Community Development District (“District”)**, which is a local unit of special-purpose government situated in Lake County, Florida, and having offices at c/o DPF Management and Consulting LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746.

RECITALS

WHEREAS, pursuant to that certain *Rex Walker Property Letter of Agreement (“Contract”)* dated January 20, 2020, and between Professional and D.R. Horton, Inc., a Delaware corporation (“**Developer**”) has created certain work product, as described in **Exhibit A (“Work Product”)**; and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes. Professional hereby affirmatively agrees that the Work Product identified in Exhibit A is free of all claims, security agreement, encumbrances or liens.
3. **WARRANTY.** Professional hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.
5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]



[SIGNATURE PAGE FOR PROFESSIONAL ACKNOWLEDGMENT AND RELEASE]

MADDEN MOORHEAD & STOKES, LLC

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____ as _____ of Madden Moorhead & Stokes, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



**BILL OF SALE AND LIMITED ASSIGNMENT
EDGEMONT IMPROVEMENTS AND WORK PRODUCT**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ___ day of _____, 2023, by and between **D.R. Horton, Inc.**, a Delaware corporation, whose address for purposes hereof is 1341 Horton Circle, Arlington, Texas 76011 (“**Grantor**”), and for good and valuable consideration, to it paid by the **Avalon Groves Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o DPFM Management and Consulting LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvement and other property interests as described below to have and to hold for Grantee’s own use and benefit forever (together, “**Property**”):

- a. **Improvements** - All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the Work Product identified in **Exhibit A**.
- c. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor.

3. The Improvements and Work Product are being conveyed to the District in their as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Improvements and Work Product, latent or otherwise, or on account of any other conditions affecting the Improvements and Work Product, as the District is purchasing the Improvements and Work Product “**AS IS, WHERE IS, AND “WITH ALL FAULTS”**”. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter



agreement, the transaction contemplated hereby, and/or the Improvements and Work Product, including, without limitation, the physical condition of the Improvements, the environmental condition of the Improvements, the entitlements for the Improvements, any hazardous materials that may be on or within the Improvements and any other conditions existing, circumstances or events occurring on, in, about or near the Improvements whether occurring before, after or at the time of transfer of the Improvements. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Improvements or use of the Work Product.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]



WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

D.R. HORTON, INC.

By: _____
Name: _____

Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____ as _____ of D.R. Horton, Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Description of Property



BILL OF SALE
[EDGEMONT IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o DPFM Management and Consulting LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida 32778 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

Roadway - All public roads, pavement, curbing and other physical improvements within or upon rights-of-way designated as Tracts A and G (Right-of-Way) (and further designated as Street "E", Edgemont Lane, Duval Court and Paragon Lane), as identified in the plat known as *Edgemont*, as recorded in Book 82, Pages 3 - 10, of the Official Records of Lake County, Florida.

All on the property situate, lying and being in the County of Lake, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor.

[CONTINUED ON NEXT PAGE]



BILL OF SALE
[EDGEMONT IMPROVEMENTS]
SIGNATURE PAGE

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this ____ day of _____, 2023.

WITNESSES:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

By: _____

Its: Chairperson

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



This instrument was prepared by and upon recording should be returned to:

Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the ____ day of _____ 2023, by and between:

D.R. Horton, Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 1341 Horton Circle, Arlington, Texas 76011 ("**Grantor**"); and

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 whose mailing address is c/o DPFM Management and Consulting LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, and more particularly below ("**Property**"):

Tract C (Open Space, Recreation, Pond Area and Drainage), Tracts E, F & H (Conservation), Tracts B & D (Open Space), Tract I (Landscape and Signage), Tract J (Landscape, Wall and Fence), Tract K (Open Space and Recreation) and Tract M (Landscape), Edgemont, as recorded in Book __, Pages __-__, of the Official Records of Lake County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor are lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that they have complied with the provisions of Section 196.295, *Florida Statutes*.



RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

D.R. HORTON, INC.

By: _____
Name: _____

Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____ of **D.R. Horton, Inc.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.



ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Special Warranty Deed that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Special Warranty Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Special Warranty Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or

contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Special Warranty Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Special Warranty Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term “*Claim*” or “*Claims*” means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit “A”, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term “*Grantee Affiliate*” or “*Grantee Affiliates*” means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity’s and Grantee’s employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term “*Grantee Party*” or “*Grantee Parties*” means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “*Grantor Party*” or “*Grantor Parties*” means and includes (i) Grantor, D.R. Horton, Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners,



attorneys, agents, and representatives of Grantor, of D.R. Horton, Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc.

(g) GRANTEE'S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS SPECIAL WARRANTY DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE'S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR'S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR'S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS SPECIAL WARRANTY DEED.

(h) Sovereign Immunity. Regardless of anything in the Special Warranty Deed, or herein, to the contrary, nothing in the Special Warranty Deed, or herein, shall be deemed to waive the Grantee's limitations of liability established under Section 768.28, Florida Statutes or other applicable law.



**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FOUR PROJECT)
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Avalon Groves Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2017, as supplemented by that certain Seventh Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **1**
- (B) Identify Acquisition Agreement, if applicable: **Acquisition Agreement, effective April 29, 2022**
- (C) Name of Payee pursuant to Acquisition Agreement: **D.R. Horton, Inc.**
- (D) Total Amount Payable: **\$1,899,958.69**
Note that the amount of this requisition is equal to the balance of the Series 2022 Acquisition and Construction Account. That said, the Edgemont Improvements are in the greater amount of \$2,045,340.87. To the extent that additional monies are released into the Series 2022 Acquisition and Construction Account, the Trustee is directed to make payment of any remaining amounts owed by the District for the Edgemont Improvements up to the full amount of \$2,045,340.87, and without further action by the District.
- (E) Amount Payable for land acquisition Costs: **\$0**
- (F) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of Edgemont Improvements**
- (G) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund.**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Four Project; and
4. each disbursement represents a Cost of the Assessment Area Four Project which has not previously been paid.



The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area Four Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area Four Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the Assessment Area Four Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Assessment Area Four Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area Four Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Assessment Area Four Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineer



EXHIBIT 2





September 19, 2023

Stantec visited Avalon Groves CDD to review Edgemont infrastructure for acquisition from the developer to the Community Development District. Below is location map and descriptions of the items that require maintenance.

Greg Woodcock

Project Manager

Stantec

(352) 777-0183

Greg.Woodcock@Stantec.com





Location 1: Pipe and filter fabric was exposed. Ground cover was missing from around the pipe and can lead to erosion.



Location 2: Overgrown vegetation around outfall pipe.



Location 3: Exposed pond bank.



Location 3A: Mitered End Section starting to erosion around the sides.



Location 4: Berm lacking turf.



Location 5: Mitered End Section starting to erosion around the sides.



Location 6: Street sign leaning and not 7' high from the ground to the bottom of the stop sign.



Location 7: Exposed ground around the sign and existing pipe exposed by monument. Pipe should be buried.



Location 8: Speed limit sign not 7' from the ground to the bottom of the stop sign.



Location 9: Speed limit sign leaning and not 7' from the ground to the bottom of the stop sign.



Location 10: Speed limit sign leaning and not 7' from the ground to the bottom of the stop sign.



Location 11: Grass overgrowing curb and sidewalk



Location 12: Area missing ground cover.



Location 13: Center Island not completed.



September 19, 2023

Location 14: Speed limit sign leaning and not 7' from the ground to the bottom of the stop sign.



Location 15: Grass overgrowing curb.



September 19, 2023

Location 16: Street light pole damage.



Location 17: Plastic to be removed.



September 19, 2023

Location 18: Trash and debris to be removed from right of way.



Location 19: Pipe and filter fabric was exposed.



September 19, 2023

Location 20: Speed limit sign not 7' from the ground to the bottom of the stop sign.



Location 21: Turbidity barrier to be removed when construction is completed.



Location 22: Hog damage observed.



Location 23: Vegetation is overgrowing sidewalk.



September 19, 2023

Location 24: Valve box needs repair.



Location 25: Speed limit sign leaning and not 7' from the ground to the bottom of the stop sign.

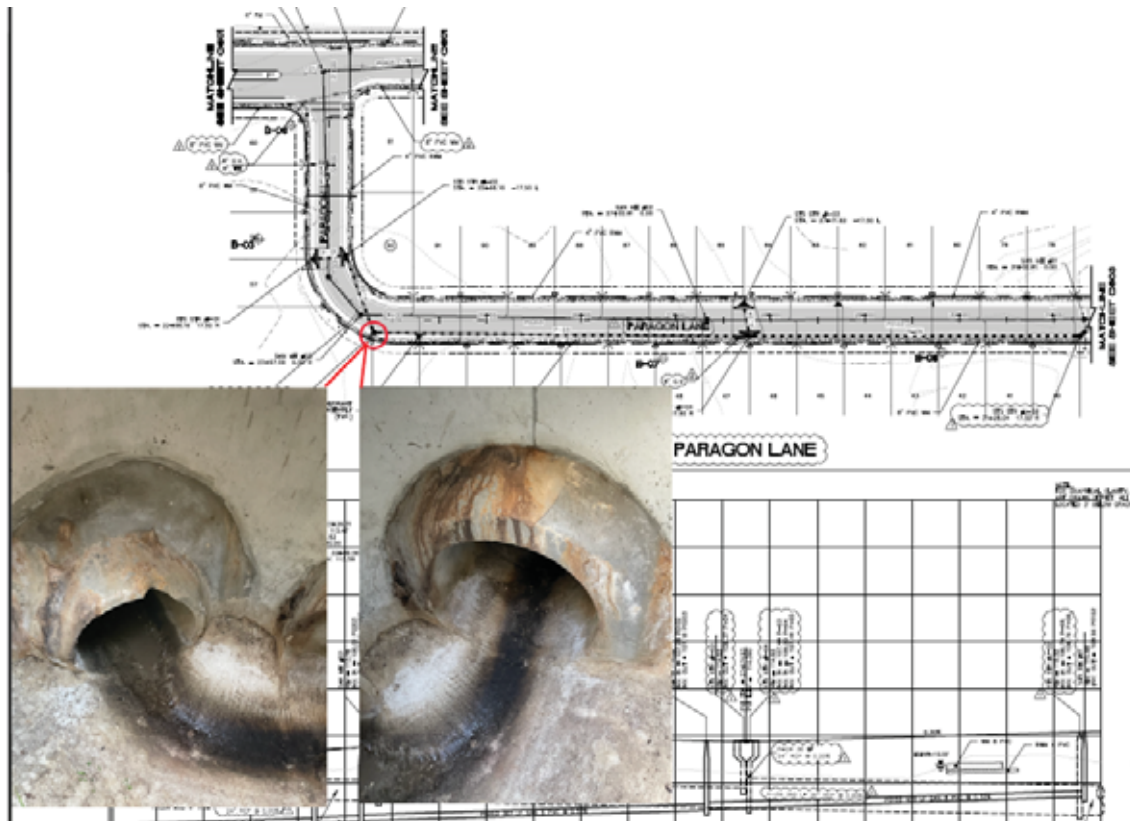


Location 26: Stop Sign leaning and not 7' from the ground to the bottom of the stop sign.



September 19, 2023

Location 27: Possible crack around the pipe connection to the structure.



Location 26: Curb inlet has approximately 15" of silt to be removed.





July 19th, 2023

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.



July 19th, 2023

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.



July 19th, 2023

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



July 19th, 2023

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.



July 19th, 2023

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.



July 19th, 2023

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.



July 19th, 2023

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.



July 19th, 2023

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



July 19th, 2023

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 3



RESOLUTION 2023-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING REQUISITIONS 3 AND 4 FOR SPECIAL ASSESSMENT BONDS, SERIES 2021 (PHASES 3 AND 4 SUB-ASSESSMENT AREA ONE PROJECT); PROVIDING ADDITIONAL AUTHORIZATION; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including water and sewer, roadways, water management and utilities; and

WHEREAS, the District previously issued its Special Assessment Bonds, Series 2021 (Phases 3 and 4 Sub-Assessment Area One Project) (“**Bonds**”) in order to finance the District’s “Phases 3 and 4 Sub-Assessment Area One Project” (herein, “**Project**”); and

WHEREAS, in connection with the issuance of the Bonds, certain construction monies, in the amount of \$77,240 (“**Additional Construction Proceeds**”), were originally placed in the Series 2021 Reserve Account for the protection of the bondholders until certain release conditions are met; and

WHEREAS, Release Conditions #1, which have already been satisfied, and which released or will release \$48,275 into the Series 2021 Acquisition and Construction Account, means:

“. . . all lots within the Phases 3 and 4 Sub-Assessment Area One have been developed, platted, all Phases 3 and 4 Special Assessments are being collected pursuant to the Uniform Method of Collection afforded by Chapter 197, Florida Statutes, and no Event of Default under the Master Indenture has occurred and continuing;” and

WHEREAS, Release Conditions #2, which have not been met, and which will release \$28,965 into the Series 2021 Acquisition and Construction Account, means:

“Satisfaction of Release Conditions #1 and all homes within the Phases 3 and 4 Sub-Assessment Area One have been built, sold and closed with end-users and all of the principal portion of the Phases 3 and 4 Special Assessments have been assigned to such homes;” and

WHEREAS, the District previously acquired the stormwater system as part of the Project and in the amount of \$3,591,887, and has only paid to date \$3,222,700.51, leaving an amount owed of \$369,186.49 (“**Unpaid Amount**”), which can be paid from the Additional Construction Proceeds; and

WHEREAS, the District desires to authorize the payment of Requisitions 3 and 4, and in order to fund a portion of the Unpaid Amount;



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

1. RECITALS. The foregoing recitals are incorporated herein as true and correct findings of the District's Board of Supervisors.

2. AUTHORIZATION FOR REQUISITIONS 3 AND 4. Requisitions 3 and 4 are hereby approved for payment in the forms attached hereto as **Exhibit A**, provided however that Requisition 4 shall not be paid until after the satisfaction of Release Conditions #2, as evidenced by submittal of the necessary certifications required under the applicable trust indenture for the Bonds.

3. GENERAL AUTHORIZATION. The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

4. CONFLICTS. All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

5. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 28th day of September, 2023.

ATTEST:

**BOARD OF SUPERVISORS OF THE
AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Asst. Secretary

By: _____
Its: _____

Exhibits: Requisitions 3 and 4



**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(PHASES 3 AND 4 SUB-ASSESSMENT AREA ONE PROJECT)
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Avalon Groves Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2017, as supplemented by that certain Sixth Supplemental Trust Indenture dated as of June 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **3**
- (B) Identify Acquisition Agreement, if applicable: **2019 Acquisition Agreement (Phases 1-4 Sub-Assessment Area One), dated July 30, 2019, as amended by that First Amendment to 2019 Acquisition Agreement (Phases 1-4 Sub-Assessment Area One), dated June 30, 2021**
- (C) Name of Payee pursuant to Acquisition Agreement: **Forestar (USA) Real Estate Group Inc.**
- (D) Total Amount Payable: **\$48,275**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **To fund remaining costs of the Phases 3 and 4 Sub-Assessment Area One Project, as documented as part of Requisition #2**

| EVENT | AMOUNT |
|---|------------------------|
| Acquisition of Palms at Serenoa Stormwater Improvements and Work Product (Phases 3 and 4) | \$1,753,533.00 |
| LESS Amount Paid By Requisition #2 | <u>-\$1,384,346.51</u> |
| BALANCE Owed After Requisition #2 | \$369,186.49 |

- (G) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Phases 3 and 4 Sub-Assessment Area One Project; and
4. each disbursement represents a Cost of the Phases 3 and 4 Sub-Assessment Area One Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.



The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested, and/or applicable real estate deeds and other documents for disbursements related to land acquisitions, are on file with the District.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Phases 3 and 4 Sub-Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified.

Consulting Engineer



**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(PHASES 3 AND 4 SUB-ASSESSMENT AREA ONE PROJECT)
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Avalon Groves Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2017, as supplemented by that certain Sixth Supplemental Trust Indenture dated as of June 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (B) Requisition Number: **4**
- (B) Identify Acquisition Agreement, if applicable: **2019 Acquisition Agreement (Phases 1-4 Sub-Assessment Area One), dated July 30, 2019, as amended by that First Amendment to 2019 Acquisition Agreement (Phases 1-4 Sub-Assessment Area One), dated June 30, 2021**
- (C) Name of Payee pursuant to Acquisition Agreement: **Forestar (USA) Real Estate Group Inc.**
- (D) Total Amount Payable: **\$28,965**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **To fund remaining costs of the Phases 3 and 4 Sub-Assessment Area One Project, as documented as part of Requisitions ## 2&3**

| EVENT | AMOUNT |
|---|------------------------|
| Acquisition of Palms at Serenoa Stormwater Improvements and Work Product (Phases 3 and 4) | \$1,753,533.00 |
| LESS Amount Paid By Requisition #2 | <u>-\$1,384,346.51</u> |
| BALANCE Owed After Requisition #2 | \$369,186.49 |
| LESS Amount Paid By Requisition #3 | <u>-48,275.00</u> |
| BALANCE Owed After Requisition #3 | \$320,911.49 |

- (G) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Phases 3 and 4 Sub-Assessment Area One Project; and
4. each disbursement represents a Cost of the Phases 3 and 4 Sub-Assessment Area One Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.



The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested, and/or applicable real estate deeds and other documents for disbursements related to land acquisitions, are on file with the District.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL

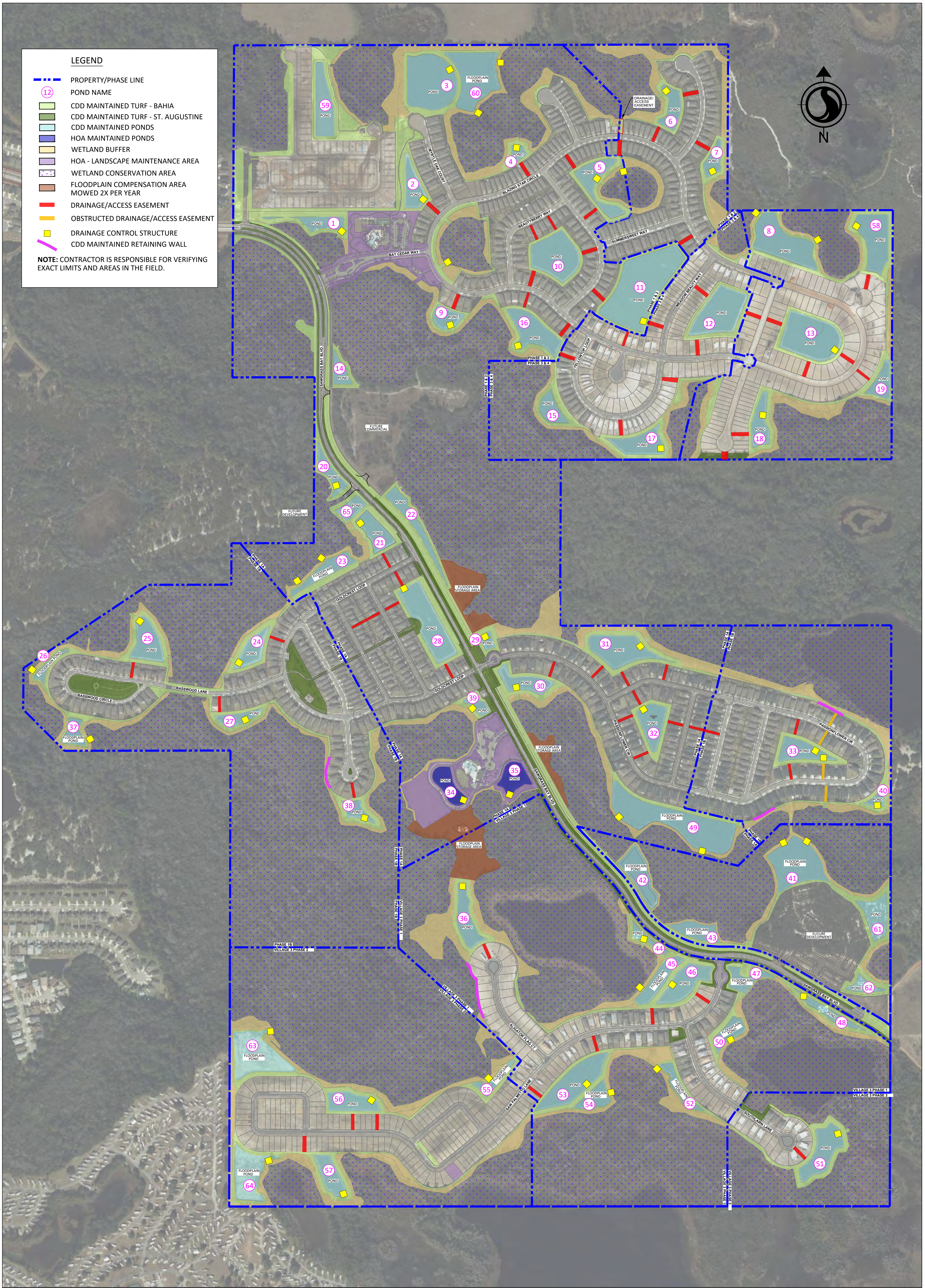
The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Phases 3 and 4 Sub-Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified.

Consulting Engineer



EXHIBIT 4





LEGEND

- PROPERTY/PHASE LINE
- 12 POND NAME
- CDD MAINTAINED TURF - BAHIA
- CDD MAINTAINED TURF - ST. AUGUSTINE
- CDD MAINTAINED PONDS
- HOA MAINTAINED PONDS
- WETLAND BUFFER
- HOA - LANDSCAPE MAINTENANCE AREA
- WETLAND CONSERVATION AREA
- FLOODPLAIN COMPENSATION AREA MOWED 2X PER YEAR
- DRAINAGE/ACCESS EASEMENT
- OBSTRUCTED DRAINAGE/ACCESS EASEMENT
- DRAINAGE CONTROL STRUCTURE
- CDD MAINTAINED RETAINING WALL

NOTE: CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LIMITS AND AREAS IN THE FIELD.



2022/09/19 11:35 AM By: Nolie, Frank
 U:\268500185\Avalon Groves_CDD\Projects\Ownership_Maintenance_Map\Ownership_Maintenance_Map.dwg

**AVALON GROVES
 OWNERSHIP AND MAINTENANCE MAP
 CLERMONT, FLORIDA
 SEPTEMBER, 2023**

| Revision | By | Appd. | YY.MM.DD |
|-------------------|-----|-------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| AVALON GROVES CDD | RFN | | 23/09/19 |
| Issued | By | Appd. | YY.MM.DD |

Stantec
 Stantec Consulting Services Inc.
 777 S. Harbour Island Blvd, Suite 600
 Tampa, Florida 33602 Tel. 813.223.9500
 www.stantec.com Fax. 813.223.0099
 Certificate of Authorization #27013
 FL Lic. # LC-C000170

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

EXHIBIT 5





**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

**September 2023
FIELD INSPECTION REPORT**

K. Darin, District Manager

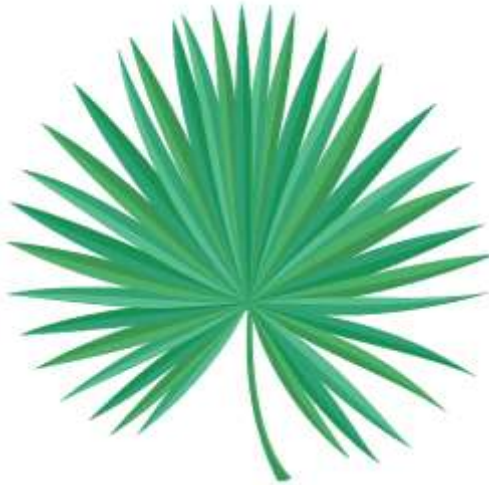


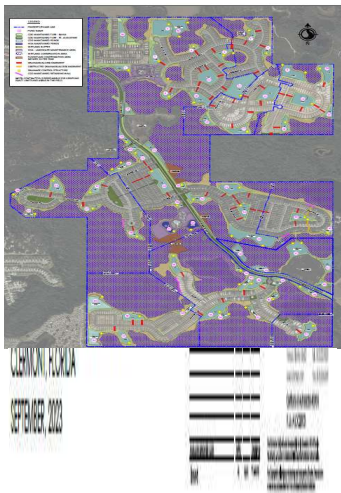


TABLE OF CONTENTS

- Maintenance Map
- Landscape
- Ponds



Maintenance Map



Landscape

Grass, trees, and palms along appear lush and generally in good condition. Mowing appears to be in line with the contract. Palms at clubhouse entrance were trimmed for line-of-sight.



(Pet waste pick-up reminder signs are holding up.)



Landscape



Some beds need further attention to remove weeds.

(Suggest non-CDD-maintained sidewalk be cleaning.)

Trees inventory and replacement plan are still needed – this task will be assigned to Down To Earth, in October.



Landscape

Scalping from mower decks set too low noted. This should come back, but we will review with the new landscape vendor.



Various resident landscape requests were passed along to current vendor. Vendor addressed mowing in Serenoa Lakes between Saw Palmetto residences and conservation area which is outside of current contract's scope.



No noticeable issues with the playground equipment and no maintenance requests received. Previously repaired/replaced equipment is still in place.



Landscape

HART was on property this month and trapped some wild hogs in the conservation area behind the Serenoa Clubhouse.



Streetlight requests were forwarded to vendor.



Ponds



Some ponds still have low water levels due to drought and construction de-watering recovery; however, water quality is generally clear. Ponds not currently under contract are being mowed every couple of weeks, ground conditions permitting.



Ponds

The new landscape vendor now has all currently identified pond under contract for mowing. Vendor will be advised to monitor pond banks to provide the Board with information on potential erosion issues and preventative measures.



Some bare patches on pond banks and possible hog damage will be noted for new landscape vendor to monitor.



Ponds



Proposals for installing 10 wildlife signs has been requested of the handymen used by the Serenoa POA and Palms HOA along with a delivery address for the signs. No proposals received to date, placing sign installation on hold temporarily.

Board input on CDD-maintained locations for sign placement welcome.

Questions from a resident via Palms HOA regarding gator removal were responded to.

The avalongrovescdd.org website information on Alligators was updated and a form created for residents to report nuisance gators to the CDD.

Staff provided District Engineer with further recommendations for the maintenance map update.

Alligators

At certain times of year we are apt to see more activity from the indigenous fauna of the state ... as waters recede, flora dries dry out (with current drought conditions) ... and when it's mating season. At such times, the alligators in the community may be moving from pond to pond, and occasionally make their way into yard. If you happen to see an alligator that does not appear to be afraid of people, is in a yard or someplace other than a pond or wetland/conservation area, or otherwise poses a potential threat, you may **report a nuisance alligator** to the District Manager - the CDD has a permit through FWC with a trapper and works directly with him. Please note: through this permit, the CDD does not need to coordinate with FWC on granting property access - we deal directly with the trapper.

Please note:

- 1) The CDD advises against anyone entering the water of CDD-maintained stormwater ponds at any time.
- 2) The CDD advises against anyone approaching or walking along pond banks, particularly at night.
- 3) Allowing pets to range freely on CDD property is prohibited. While on public (CDD) property, pet owners are responsible for exercising sufficient care and control of their animal(s). Per FL Ordinance 4-27, all animals (this includes both dogs and cats) should be leashed or otherwise controlled by voice command of a person present with the animal at any time it is not securely and humanely confined within a house, vehicle, building, fence, crate, pen, or other enclosure to prevent escape. Pets are not allowed to interact with and/or harass wildlife...as it puts both in danger.
- 4) It is illegal to feed alligators (F.S. 372.667(1) - this is the most common reason wildlife lose their natural fear of humans and approach residents, thus becoming a nuisance. Feeding wildlife is considered a Level Two violation under s. 372.83. If you see someone breaking the law (e.g. feeding alligators or any other wildlife, taunting or interacting in any way with them, fishing in the ponds without a license, etc.), contact FWC's Law Enforcement Branch, at 863-648-3200 or 888-404-FWCC (3922). Cell phone users can reach them at #FWC, depending on the service provider.

Links:

- [Guide to Living with Alligators Brochure](#)
- [Protect Your Pet Brochure](#)
- [FWC Alligator Management Program](#)

If you encounter a nuisance alligator, Report it to the District Manager.

Thank you,
Your District Mangement Team



EXHIBIT 6





Avalon Groves CDD Aquatics

Inspection Date:

9/21/2023 8:57 AM

Prepared by:

Lee Smith

Account Manager

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



Inspection Report

SITE: 42

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

No major algae growth was observed in this pond. The shoreline has some decaying nuisance grasses present. Our technician will continue to treat accordingly during future maintenance events.

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

SITE: 43

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Heavy overgrowth was targeted around the perimeter of this pond. A lot of this overgrowth is decaying, but we may see some collateral growth from those grasses that survive. Some minor amounts of surface algae are also present throughout. Routine maintenance and monitoring will occur here.

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



Inspection Report

SITE: 44

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Subsurface algae was observed throughout this pond in minor amounts. No other nuisance vegetation growth was observed, pond is in great condition.

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

SITE: 45

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Very minor amounts of torpedo grass were observed along some areas of the perimeter. Pond is in excellent condition otherwise.

| | | | |
|-----------------------------------|---|---|---------------------|
| <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 |
| | Hydrilla | Slender Spikerush | Other: |
| | | | Chara |



Inspection Report

SITE: 46

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Some subsurface growth was noted, but nothing of concern. 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 type="checkbox"/> N/A | <input checked="" type="checkbox"/> Subsurface Filamentous | <input type="checkbox"/> Surface Filamentous |
| | | <input type="checkbox"/> Planktonic | <input type="checkbox"/> Cyanobacteria |
| <u>GRASSES:</u> | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Minimal | <input type="checkbox"/> Moderate |
| | | | <input type="checkbox"/> Substantial |
| <u>NUISANCE SPECIES OBSERVED:</u> | | | |
| | <input type="checkbox"/> Torpedo Grass | <input type="checkbox"/> Pennywort | <input type="checkbox"/> Babytears |
| | <input type="checkbox"/> Hydrilla | <input type="checkbox"/> Slender Spikerush | <input type="checkbox"/> Other: |
| | | | <input type="checkbox"/> Chara |

SITE: 47

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Torpedo grass and Slender Spikerush were observed along the shoreline and throughout this pond in minor amounts. Subsurface algae was also present. Our technician will target these nuisance species during the next maintenance visit.

| | | | |
|-----------------------------------|---|--|--|
| <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 | <input type="checkbox"/> Cyanobacteria |
| <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"/> Hydrilla | <input checked="" type="checkbox"/> Slender Spikerush | <input type="checkbox"/> Other: |
| | | | <input type="checkbox"/> Chara |



Inspection Report

SITE: 48

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Overall, this pond is in excellent condition. Minor amounts of decaying nuisance grasses were observed along the exposed bank. 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 checked="" type="checkbox"/> N/A | <input type="checkbox"/> Subsurface Filamentous | <input type="checkbox"/> Surface Filamentous |
| | | <input type="checkbox"/> Planktonic | <input type="checkbox"/> Cyanobacteria |
| <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"/> Hydrilla | <input type="checkbox"/> Slender Spikerush | <input type="checkbox"/> Chara |
| | | | <input type="checkbox"/> Other: |

SITE: 49

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Torpedo grass and subsurface algae was observed along the shoreline of this pond. 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 type="checkbox"/> N/A | <input checked="" type="checkbox"/> Subsurface Filamentous | <input type="checkbox"/> Surface Filamentous |
| | | <input type="checkbox"/> Planktonic | <input type="checkbox"/> Cyanobacteria |
| <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"/> Hydrilla | <input type="checkbox"/> Slender Spikerush | <input type="checkbox"/> Chara |
| | | | <input type="checkbox"/> Other: |



Inspection Report

SITE: 50

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

The only nuisance vegetation growth observed was some nuisance grasses along the shoreline. Technician will address this growth during future maintenance events.

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

SITE: 51

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Some trash was picked up in this pond during this visit. No major algae growth observed. Some nuisance grasses were present on the bank, and will be targeted during the next visit.

| | | | |
|-----------------------------------|---|---|-------------------------|
| <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: |



MANAGEMENT SUMMARY



As we approach the end of September, we also approach the end of the rainy season. High temperatures and abundant Floridian sunshine cause any effluents washed into the ponds to cause rapid algae blooms in some ponds. Hopefully as the season shifts, we will see a change in the conditions that influence the ponds. The days will continue to shorten in length as the temperatures begin to cool, both working in favor of the pond's aesthetics, as these will result in decreased growth rates for surface algae. Additionally, the seasonal rain events that were commonplace will taper off as the month progresses, which will have the effect of lowering water levels across most ponds.

Assuming temperatures decrease, and dissolved oxygen levels in the water lower due to decreased rainfall stagnating pond waters, it is possible that the changing conditions result in some fish kill events. It is important to be aware that these events are caused by the water quality of the ponds, and are not due to treatments targeted against nuisance algae and vegetation.

Considering the season, most ponds are in great condition. In terms of algal activity, there are still minor amounts of decaying algae around the perimeters and throughout some ponds. As we are still in the peak growing season, progress against algae in some ponds has been made slow since regrowth rates are high. Those ponds that still contain notable amounts of algae will be on our technician's radar for future visits. Nuisance grasses were still present in minor amounts as well, and will be a main focus for our technician going forward. As conditions shift over the course of the month, eradication results will be sure to become more apparent.

RECOMMENDATIONS

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

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

Continue to apply treatment to overgrown littoral areas.

Avoid 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 7



2023

STEADFAST

ENVIRONMENTAL



Vesta Property Services
Proposal for Pond Maintenance:
Avalon Groves CDD
Clermont, FL



August 31, 2023

Vesta Property Services

250 International Parkway, Suite 208

Lake Mary, FL 32746

We greatly appreciate the opportunity to expand the scope of your waterway services. Attached is the addendum to the contract for waterway services at Avalon Groves CDD.

Addendum to consist of areas #59-65 as indicated on attached map.

Additional area to be serviced measures 8,584 LF & 11.85 AC.

Occurrence: 2 events/month

Additional Annual Cost: \$7,650.00

(\$637.50 per month)

Special services can also be provided outside of the routine monthly maintenance at the Boards request.

These will be proposed on separate estimates outside of the monthly maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,



Steadfast Environmental, LLC.
Joseph C. Hamilton, Owner/Operator

Maintenance Contract

Aquatic Maintenance Program

1. **Algicide Application:** John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be utilized to carry out topical & subsurface applications of algicides approved for controlling filamentous, planktonic, & cyanobacterial algae growth in accordance with regulations defined by the Florida Department of Agriculture and Consumer Services. Technicians will utilize easements to access CDD owned property around the pond bank. Applications cover surface waters 7 feet from the shoreline and 2 feet below the surface; up to the high-water mark/edge. Treatment events will occur 4 times per month, spaced evenly (pending weather) with additional services available on request.¹
2. **Herbicide Application:** Utilization of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications will cover surface waters 5 feet from the shoreline and include vegetation above the water's surface. Along shoreline areas & littoral zones; up to the high-water mark/edge. Treatment events to occur with the same frequency of algicide applications.²
3. **Submersed Vegetation Control:** Treatments of EPA approved herbicides for the removal of submersed vegetation & otherwise undesired aquatic weeds, as defined by Florida Exotic Pest Plant Council. Including, but not limited to both non-native & nuisance species such as Hydrilla, Dwarf Babytears, Chara, Duckweed, ect.*
4. **Debris Collection:** Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine maintenance visitations. Individual items to be removed are limited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
5. **Pond Dye Application:** Available on request. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in black and hues of blue.
6. **Outflow Inspections:** Water Outflow / Drainage System Inspection: At the commencement of the contract, the Steadfast Environmental will require notification of known drainage issues. Throughout the contract, outflow structures will be inspected regularly to insure proper drainage/functionality.*.³

Special Services:

1. **Physical & Mechanical Removals of Invasive/Exotic Vegetation.** – Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
2. **Planting of Native & Desirable, Low-lying Aquatic Vegetation** – Installation of Florida-native flora to improve aesthetics & assist in the control of aquatic algae. Bare root installation as well as container grown plants are available.
3. **Aquatic Fountain & Aeration Installation** – Installation of aquatic fountains to improve the aesthetics of ponds. Installation of bottom diffused aeration to circulate water and to increase its oxygen content to reduce algal growth, while also improving the health of a pond's fish, allowing for better insect control.
4. **Native Fish Stocking** – Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly impact the populations of mosquito and midge fly larvae in your waterway. Seasonal availability will affect pricing for stocking different varieties of fish.
5. **Triploid Grass Carp Stocking** – Introduction of sterile Grass Carp as a biological control of submersed aquatic plant/weed species.
6. **Excess Trash/Oversize Object Collection Visits** – Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into your lakes and ponds.
7. **Seasonal Midge Fly Treatments** – Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).

**These services to be performed at Steadfast Environmental's discretion, and for the success of the aquatic maintenance program. ¹ There may be light regrowth following a treatment event. This growth will be addressed during the following treatment event, or in extreme cases by service request. ² Herbicide applications may be reduced during the rainy season/in anticipation of significant rain/wind events to avoid damaging submerged stabilizing grasses, and to prevent leaving a ring of dead grasses on the upper bank. ³ Identification of improper drainage or damaged outflow structures does not imply responsibility for repairs. Responsibility for repairs is not included in the scope of work.*

Service Area



Avalon Groves CDD
Sawgrass Bay Blvd, Clermont

Gate Code:



Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract MAY be renewed for a one-year term if both parties are satisfied with conditions. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licenses will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____ 2021.



Steadfast Representative

Co-Owner / Manager

Title

Signature of Owner or Agent

Title

EXHIBIT 8



DE PRESSURE WASHING & HOME SERVICE

We spray a 2% bleach/soap solution and once it dries it is completely safe! With the heat, the concrete typically dries within an hour, most of the time less.

The bleach concentration is not very high-just enough to soak into the concrete tubules and eliminate any remaining algae.

FIREMAN TOM

The process for cleaning the sidewalks is to pressure wash it with our surface cleaners, rinse, then lightly post treat it with a chlorine solution.

When done this way, it prevents any puddling of chemical, the only areas with puddles would be water only. If pre treated with the chemical you would have puddles with a mix of chemical. Also, when post treated, it dries very quickly into the concrete leaving no concern of dogs having an issue etc.

If approved, we would also add in a product that masks the chlorine smell, so that the residents do not smell it.

SQUEEGEE SQUAD

We use chlorine. Please let me know if you need anything else.

UNASHAMED

The chemical I use is sodium hypochlorite to kill organic matter. Post treating the concrete and it drying, using after will be fine. I just say to wait until it dries completely before use. I usually stay and monitor areas treated before leaving the job.





DE PRESSURE WASHING & HOME SERVICES, LLC

ESTIMATE

EST-001539

Estimate Date: Jul 18, 2023

Expiry Date: Aug 01, 2023

FROM:

DE Pressure Washing & Home Services, LLC

License: 2100004188

Email: depressurewashing4u@gmail.com

Phone: (352) 973-1193

TO:

Vesta Property Services

Attn: Shirley Conley

250 International Parkway

208

Lake Mary, FL, 32746

Phone: (321) 263-0132

JOB LOCATION:

17555 Sawgrass Bay Boulevard

Clermont, FL, 34714

JOB:

Pressure Washing

| # | Services | Qty | Price | Discount | Total |
|---|--|------|------------|----------|------------|
| 1 | HOA Sidewalks & Curbing-as per map sent 3 Step Process for Cleaning Concrete 1. Remove debris & Pre treatment placed to soften algae (Bleach Based Commercial Grade Solution + Commercial Grade soapy detergent) 2. Surface Clean and Pressure Wash to remove dirt, algae, grime, mold, mildew 3. Post treatment with commercial grade algaecide to eliminate any remaining algae spores in concrete This process will provide you with a very thorough and Longer Lasting Clean! | 1.00 | \$1,575.00 | \$0.00 | \$1,575.00 |
| 2 | HOA Entrance Signage/Monuments Algaecide applied to soften algae, dirt, debris and grime Low pressure and pressure washing to clean according to material. | 1.00 | \$500.00 | \$0.00 | \$500.00 |
| 3 | Fence cleaning-INTERIOR/EXTERIOR | 1.00 | \$1,500.00 | \$0.00 | \$1,500.00 |
| 4 | Fire Hydrant Meter through City of Clermont I left you a voicemail regarding the water-do you have water available on site? This may need to be updated to reflect a fee for hydrant use. Please call me to discuss 352.973.1193 | 1.00 | \$0.00 | \$0.00 | \$0.00 |



Subtotal \$3,575.00

Grand Total (\$) \$3,575.00

Accepted payment methods

Credit Card, Check, Cash, PayPal, Venmo, Zelle, Cash App

Message

We would love the opportunity to earn your business! Check us out on Google & read our 5 Star Reviews! We strive to provide Top Quality Service & 100% Customer Satisfaction to all of our customers! We are a company that strives for excellent service and Quality with attention to detail. WE ARE FULLY INSURED & EXPERIENCED!

Terms

I understand this is an estimate only-Final Cost to be determined in person with owner present once property has been visited by DE Pressure Washing LLC.

FORM MUST BE SIGNED IN ORDER TO SCHEDULE *3.5% Credit Card Processing Fee*

Payment is due upon completion of job. If owner is not present, payment must be received at start of job. Credit/Debit Cards will incur 3.5% merchant fee. CASH/CHECKS WELCOMED/NO FEES.

Do NOT use Pay Pal Credit Card as a form of payment-Venmo accepted without a processing fee to DEpressurewashing

Please have all windows and doors shut tightly. Please ensure you shut off all outside electrical outlets and fixtures at breaker box prior to arrival. Please remove any and all light sets, any light sets or signage not removed whether they are indoor or outdoor rated, we will not be held responsible for replacement, repair, or liability. Please clear the work areas of all items and remove all sensitive materials from the areas being washed including BUT NOT LIMITED TO lights, windchimes, signage, flags, doormats, vehicles, ETC.

Please avoid using water during cleaning service to ensure no loss of pressure or volume.

While the company has implemented procedures and processes to cover electrical outlets, we suggest the client shut off power to all exterior outlets that are not covered with exterior covers. Removing window screens is optional and will allow the company to thoroughly clean window frames. DE Pressure Washing assumes no responsibility for torn, fragile, ripped, damaged screens which are assessed prior to cleaning.

Water intrusion around windows, door frames, sliding doors, etc. is possible. We lower pressure around these areas however there is potential for water to intrude. Be sure to check all window sills and inside of doors.

Recommend to place towels or dry once we have completed cleaning to avoid damage or slip and fall.

By accepting this estimate, the client agrees to all the terms and conditions in this agreement. You authorize DE Pressure Washing to do the work as specified on the estimate. You release our company from property damage unless negligence or willful misconducts cause it. DE Pressure Washing is not responsible for damage to loose siding, paint, change of paint color due to pigment in paint, wood, trim or windows that was previously noted as damage or found during the pre-inspection walk through. Actual measurements and conditions of job may alter pricing. Customer's water supply will be utilized for the above services.

**Customer will remove any and all items that are on the surface that is to be cleaned, including but not limited to furniture, wind chimes, chairs, tables, BBQ Grills/tools, door mats, TV's, cameras, games, cords, shoes, dog bowls, etc. There will be an additional fee applied if the items are not moved or the job will be rescheduled.

DE Pressure Washing cannot be held reliable should anything be damaged during removal of items if requested by customer.

Commercial grade degreaser is used on oil stains, we can not guarantee 100% removal of all staining.

Agreeing to this estimate also allows DE Pressure Washing & Home Services, LLC to use photos for marketing purposes, but will never be sold, or include a name or address. If you wish to not allow this, please let us know upon agreeing to all other terms of this estimate.

If non payment is taken to small claims court, customer will pay all fees for court expenses.



Accepting this estimate acts as a signature accepting all terms and conditions. \$40 Fee on any returned checks.
*Due to our quotes being performed online vs. in person-some fees may be higher. This will be discussed with home owner prior to starting. This variance could be due to the amount of algae/debris/etc. Thank you for your understanding that additional fees may be added.

No refunds will be given for services or materials purchased after customer agrees to the Terms & Conditions listed above.

THANK YOU FOR YOUR BUSINESS!

Please call 352.973.1193 should you have any questions!

Business powered by [Markate.com](https://www.markate.com)



Fireman Toms Pressure Washing co.

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



Estimate

ADDRESS
DPFG
Avalon Groves
Clermont, FL

ESTIMATE 230329-01
DATE 03/29/2023

| DATE | SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|------|---------|---|-----|----------|----------|
| | Sales | Chemically treat, and pressure wash 8 large columns, 16 medium columns, and 16 smaller columns. | 1 | 1,200.00 | 1,200.00 |
| | Sales | Chemically treat and pressure wash both sides of the fences running parallel with sawgrass bay blvd, as shown in the highlighted map attached with the proposal in the email(does not include the sections going into the entrances of the subdivisions). | 1 | 400.00 | 400.00 |

All areas are chemically washed and pressure cleaned. We use various cleaning techniques, different levels of pressure, and different strengths of an algaecide solution, to maximize the cleaning while protecting the various surfaces and plant life. The purpose is to remove algae, dirt, mold, mildew, bugs, nests, and debris.

TOTAL

\$1,600.00

- The procedure followed and solution used is the established guidelines set forth by The Painting and Decorators Contractors of America Association. We will pressure wash the surfaces using tanked water.

Water will be provided by Fireman Tom's Pressure Washing.

Accepted By

Accepted Date



Fireman Toms Pressure Washing co.

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



Estimate

ADDRESS
 DPGF
 Avalon Groves
 Clermont, FL

ESTIMATE 230526-01
 DATE 05/26/2023

| DATE | SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|------|---------|--|-------|------|--------|
| | Sales | Pressure wash with surface cleaners, the sidewalks that are highlighted in red on the provided map, followed by an algacide post treatment. | 2,880 | 0.12 | 345.60 |
| | Sales | Pressure wash with surface cleaners, the sidewalks that are highlighted in blue, on the provided map, followed by an algacide post treatment. | 6,100 | 0.12 | 732.00 |
| | Sales | Pressure wash with surface cleaners, the sidewalks that are highlighted in green, on the provided map, followed by an algacide post treatment. | 3,925 | 0.12 | 471.00 |

All areas are chemically washed and pressure cleaned. We use various cleaning techniques, different levels of pressure, and different strengths of an algacide solution, to maximize the cleaning while protecting the various surfaces and plant life. The purpose is to remove algae, dirt, mold, mildew, bugs, nests, and debris.

TOTAL

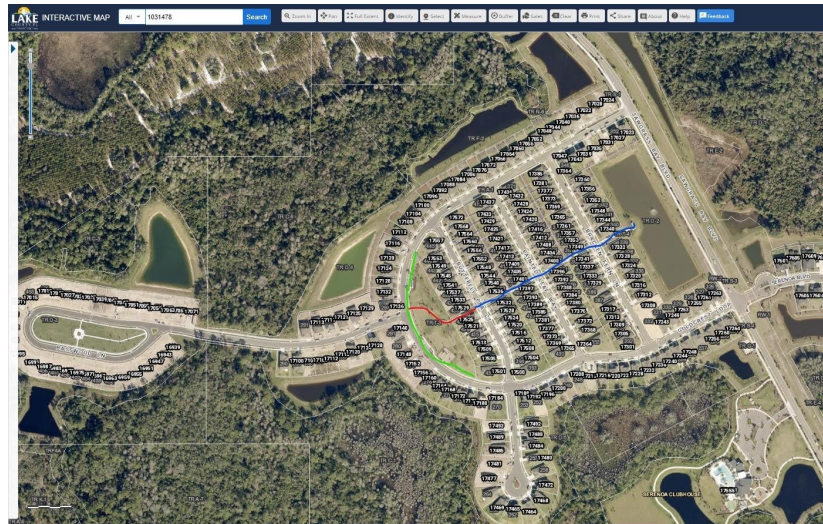
\$1,548.60

- The procedure followed and solution used is the established guidelines set forth by The Painting and Decorators Contractors of America Association. We will pressure wash the surfaces using tanked water.

Water will be provided by Fireman Tom's Pressure Washing.

Accepted By

Accepted Date





Licensee: RST Home Services LLC

(352) 432-3656

Guaranteed Satisfaction!

The confidence you have placed in us is appreciated. We stand behind our workmanship. If you see a mistake in our cleaning, we will happily come back and fix it for free. We strive to maintain the highest quality service at the best possible price. Your satisfaction is our goal. Please contact us if you have comments or suggestions about our service. The highest compliment we are paid is the referral of your friends. Thank you.

FREE ESTIMATE

GOOD FOR 90 DAYS

Estimate Date: 7/20/2023

Prepared By _____

Customer/Contact _____
Address Avalon Groves CDD
250 International Parkway, Suite 208
Lake Mary, FL, 32746

Company Avalon Groves CDD
Contact Shirley Conley
Phone (321) 263-0132 x749Shirle
Email sconley@vestapropertyservices.com

Job Description: Pressure wash highlighted sidewalks noted on map provided
 Pressure wash highlighted monuments noted on map provided
 Pressure wash front and back of highlighted fence noted on map provided

50% deposit required to schedule. Remaining 50% due within 30 days of completion. After 30 days subject to late fees.

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

Scheduled For: _____ **Quoted By:** _____ **Quote Date:** 07/20/2023

| Quantity | Description | Unit Price | Qty Total |
|-----------|--|------------|------------|
| 1 | PWS - Pressure Washing Select Sidewalks | \$2,250.00 | \$2,250.00 |
| 1 | PWS - Pressure Washing Monuments | \$650.00 | \$650.00 |
| 1 | PWS - Pressure Washing Front and Back of Fence | \$600.00 | \$600.00 |
| Sub-Total | | | \$3,500.00 |
| Tax 0.00% | | | \$0.00 |
| Total | | | \$3,500.00 |



- **LIMITATION OF LIABILITY:** We are not responsible for etching, fogging or other damage caused by chemicals used at the customer's request. We are not responsible for any scratches on tempered or heat strengthened glass windows. We are not responsible for any damage to tint film that has been applied to any windows.
- We will use ordinary care in performing all work, but we are not liable for incidental or consequential damages, or for injuries to persons or damage to property except those directly caused by negligent acts of our employees. We are not responsible for any damage to customer property caused by a pre-existing condition that manifests during ordinary service practices.
- Customers are encouraged to move any property from their windows. If the customer requests that we move any property to access a window, we will not be liable for any damage done during the moving process. We are not responsible for damaging any removable grids that may have pre-existing conditions, or have become brittle due to exposure to the elements. We are not responsible for mold, rust, or other problems that may occur after pressure/soft wash.
- **PAYMENT AND PAST DUE ACCOUNTS:** Unless previously arranged, payment is due upon completion of work. A monthly finance charge equal to 18% per year or the highest rate allowable under applicable law (whichever is less) may be levied on customer's account if delinquent over 30 days. Any costs, including attorneys' fees and litigation expenses, in collecting amounts past due shall be paid for by customer. By hiring us you agree to these terms.



Glass Safe™ - Our Cleaning Process

Squeegee Squad window cleaning technicians are trained to clean windows according to glass industry recommendations. Read more about our Glass Safe™ window cleaning methods on backside.

FRANCHISES AVAILABLE NATIONWIDE!



1. Fully insured company, with Squeegee Squad employees thoroughly trained by owners and management.
2. Experienced crew, always in uniform, cleaning windows since 1999!
3. Fast, efficient workers maintaining focus on quality service and protection inside and outside of your home.
4. Safety training implemented with our staff regularly.
5. Employee background checks mandated during employee hiring process.
6. Consistently given 5-star online reviews - we get the BEST ratings in the industry!



ROUTINE WINDOW CLEANING METHODS

Squeegee Squad window cleaners will use safe routine window glass cleaning methods as defined by and approved by the glass industry according to the GANA/IWCA Bulletin 01-0116 Proper Procedures for Cleaning Architectural Glass Products. Routine window glass cleaning includes the use of tools and mild detergents such as: soft cloths, strip washers, squeegees, non-abrasive pads, water-fed poles, and mild detergents.



- Routine cleaning methods will remove normal dirt and debris that can adhere between frequent window cleaning services.
- Routine cleaning methods may not remove all stains and weathering that can occur due to infrequent cleaning or when windows are improperly protected during construction or remodeling such as: hard water, artillery fungus spores, sap, tar, paint, adhesives, varnish, mortar, silicone, and more.

NON-ROUTINE GLASS RESTORATION

In the event there are stubborn stains or construction debris on your windows that can not be removed with routine methods, Squeegee Squad will educate and inform you of non-routine restoration options to remove things like hard water, artillery fungus spores, sap, tar, paint, adhesives, varnish, mortar, silicone, etc.



Window Restoration using non-routine cleaning methods will only be performed after the homeowner or client has read an important disclosure and understands the options, limitations, and risks involved in using tools like: metal razor blades, acids, abrasives, polishing compounds, and more.

Squeegee Squad will not use non-routine glass cleaning methods without your consent. Additional charges may be proposed if it is determined that non-routine methods are necessary and the scope of the job is affected.

HOW TO PREPARE FOR YOUR WINDOW CLEANING

CHECKLIST/NOTICE OF RESPONSIBILITIES

- Feel free to pull all blinds into the open (up) position. We will not take responsibility for any aged or broken blinds.
- Please take note of and inform our crew if you have any windows with tint film applied, broken blinds, cracked glass, torn screens, brittle removable grids, scratched glass, or any other areas that may require extra care.
- Our crew will move most furniture and put it back into the original position with the exception of pianos, or any other large objects that would require expert moving experience to move. Please clear away any knick knacks in your window sills.
- Be ready to pay by check, cash or credit card at the completion of your service.



15390 County Road 565A Suite F

Florida

Groveland, FL, 34736

Phone: (352) 432-3656

Email: information@squeegeesquad.com

www.SqueegeeSquad.com
Check out SqueegeeSquad on Facebook!



SQUEEGEE SQUAD®

Our Services



Residential Window Cleaning

Squeegee Squad crew members are clean-cut, friendly, uniformed, and trained in the art of professionally serving homeowners. Great care is observed inside and outside of your house and property. As with all of our services, a free estimate for your window cleaning is only a phone call away.



Commercial Window Cleaning

Commercial window cleaning clients include insurance companies, universities, banks, medical device manufacturers, government facilities, and more. Our clients appreciate our personal approach to providing great customer service in commercial window cleaning applications.



Pressure Washing and Soft Washing

Dirt, mold, mildew, cobwebs and other organic stains are an unsightly addition to your home, driveway, pool enclosure or patio. Squeegee Squad can renew the appearance of these surfaces. The correct training and use of low-pressure nozzles help to prevent damage to more delicate surfaces such as stucco and painted surfaces.



Soft Wash Roof Cleaning

Do you have those black ugly streaks on your roof? Did you know that those ugly black strips are doing more harm than just looking bad? These black streaks are what is called gloeocapsa magma, which is an air borne algae that clings to your roof, slowly eating away at your roof, dramatically shortening the life of you roof if left untreated. Our soft washing process for cleaning roofs can help make your roof look new again and extend the life of your roof by stopping the harmful effects of the algae that causes the ugly black streaks.



ESTIMATE

Unashamed Pressure Washing LLC

12930 Gleason way
Clermont, FL 34711

BILL TO

Avalon Groves

ESTIMATE #

131

ESTIMATE DATE

07/25/2023

| QTY | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----|---|--------------|-------------------|
| 1 | Pressure Wash Sidewalks Softwash- Moments And Fence all cleaning includes Organic Treatment. Note if water not supplied additional cost 850\$ | 4,000.00 | 4,000.00 |
| | | TOTAL | \$4,000.00 |



Thank you

TERMS & CONDITIONS

Does not include irrigation stain removal or rust.
Additional Chemicals needed it requires up charge.



EXHIBIT 9



RESOLUTION 2023-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to amend its adopted annual meeting schedule for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“Fiscal Year 2023-2024”), attached as **Exhibit A**.

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

SECTION 1. The Amended Fiscal Year 2023-2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ___ day of _____, 2023.

ATTEST:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors

Exhibit A: Amended Fiscal Year 2023-2024 Annual Meeting Schedule



Exhibit A
BOARD OF SUPERVISORS MEETING DATES
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023-2024 (AMENDED)

Notice is hereby given that the Board of Supervisors (“Board”) of the Avalon Groves Community Development District (“District”) will hold their regular meetings for Fiscal Year 2023-2024 at 17555 Sawgrass Bay, Boulevard, Clermont, Florida at **10:00 a.m.**, unless otherwise indicated, as follows:

October 26, 2023
November 16, 2023
December 28, 2023
January 25, 2024
February 22, 2024
March 28, 2024
April 25, 2024
May 23, 2024 at **7 p.m.**
June 27, 2024
July 25, 2024
August 22, 2024 at **7 p.m.**
September 26, 2024

At such times the Board is so authorized and may consider any business that may properly come before it. Copies of the agendas for these meetings may be obtained from Vesta District Services at 250 International Parkway, Suite 208, Lake Mary, Florida or by calling (321) 263-0132 (“District Office”) one week prior to the meeting. The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors or staff will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (321) 263-0132 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager



EXHIBIT 10



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, August 28, 2023 at 1:03 p.m., at the Serenoa Club
6 Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714.

7 **FIRST ORDER OF BUSINESS – Call To Order**

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

9 Present and constituting a quorum were:

| | |
|--|---------------------------------------|
| 10 Candice Smith (S5) (<i>via phone</i>) | Board Supervisor, Chair |
| 11 <i>– joined in progress)</i> | |
| 12 William Tyler Flint (S4) | Board Supervisor, Vice Chair |
| 13 Bill Fife (S1) | Board Supervisor, Assistant Secretary |
| 14 Michael Aube (S3) | Board Supervisor, Assistant Secretary |

15 Also present were:

| | |
|---------------------------------------|---|
| 16 Kyle Darin | District Manager, Vesta District Services |
| 17 Logan Muether | Senior Financial Analyst, Vesta District Services |
| 18 Jere Earlywine | District Counsel, Kutak Rock LLP |
| 19 Greg Woodcock (<i>via phone</i>) | District Engineer, Stantec |
| 20 Dana Bryant | Account Manager, Yellowstone Landscape |
| 21 Lee Smith | Account Manager, Steadfast Environmental |
| 22 Zarilyann Lorenzo | Evergreen Lifestyes Management (Serenoa POA) |
| 23 Thomas Prince | Leland Management (Palms at Serenoa HOA) |

24 *The following is a summary of the actions taken at the August 28, 2023 Avalon Groves CDD*
25 *Board of Supervisors Regular Meeting.*

26 **SECOND ORDER OF BUSINESS – Audience Comments**

27 (*limited to 3 minutes per individual for agenda items*)

28 A comment was heard on easement issues in Palms of Serenoa and the use of private
29 property by vendors. The updated maintenance map which includes locations of the
30 access easements will be provided to the vendors. Another comment was heard regarding
31 weeds along fence behind 2494 Alligator Flag Ct. The landscape vendor will be
32 provided the address to review.

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

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

35 1. Update on Acquisitions, Conveyances, and Agreements

36 All the real estate work was approved at the last meeting for the
37 connection at the end of Sawgrass Bay Blvd and most of the Sanctuary-
38 Sawgrass commercial intersection documentation, as far as the District is
39 concerned, is done, even though construction is ongoing.

40 a. Edgemont

41 The DR Horton plat was approved; documentation was circulated
42 late.

43 On a MOTION by Mr. Flint, SECONDED by Mr. Aube, with Mr. Fife opposed, the Board
44 tabled the review of the Edgemont documentation until the September meeting, for the Avalon
45 Groves Community Development District.

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

47 1. Exhibit 1: Discussion on Pond Report Recommendations for Erosion
48 Control Around Pond Drainage Structures – *Previously Presented*

49 No issues were found with the control structure or low water levels in
50 ponds 19 and 16. Water levels are considered normal for this time of year.
51 The report noted some issues with turbidity barriers from the original
52 construction that have not been removed and some mitered-in sections that
53 were starting to get undermined and some minor erosion areas due to lack
54 of turf. Pricing has been requested of a couple of contractors, and any
55 references for civil-type contractors in the area who deal with erosion
56 were requested so the report could be forwarded to them for proposals.
57 For the missing turf areas, a proposal can be solicited from the landscape
58 vendor.

59 The ownership and maintenance map draft will be added to next month's
60 agenda for approval.

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

62 1. Exhibit 2: Aquatic Maintenance Report – *Steadfast Environmental*

63 There being no questions or concerns on ponds, the next item followed.

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

65 There is no water on the inbound side up to village 1 due to the
66 construction. From village 1 to the apartments is good, but beyond the
67 apartments the irrigation has been destroyed due to construction.

68 The entrances to Village Two, Village Three and one entrance of Village
69 One have been refurbished. A report on the trees at the ponds will be
70 forwarded to the District Manager for inclusion in the next agenda.

71 Palmettos between sidewalk and road are causing line of sight difficulties
72 for vehicles coming out of the clubhouse. A proposal will be presented for
73 the removal of the palmettos at the clubhouse and a second location near
74 the Palms of Serenoa.

75 Landscape vendors do not maintain behind private fences due to liability
76 issues.

77 Conservation areas are not maintained by the CDD. If there are trees that
78 appear to be a liability, residents may send a photo and location
79 information to the District Manager for review. A special permit may be



80 required to address potentially hazardous trees. Mr. Earlywine stated that
81 this would be a policy decision, as removing trees and obtaining a permit
82 are expensive.

83 A photo journal risk assessment can be created for the Board to review.

84 On a MOTION by Mr. Aube, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
85 authorized Yellowstone to conduct a risk assessment of the CDD trees that may be at risk of
86 damaging private property, for the Avalon Groves Community Development District.

87 D. Serenoa POA Amenity Manager – *Zayriliann Lorenzo, Evergreen Lifestyles*
88 *Management*

89 Ms. Lorenzo introduced herself to the Board as the temporary CAM for the
90 Serenoa community while the HOA Board looks for another manager.

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

92 Mr. Prince provided an update on the HOA projects, and notified the Board that
93 he also was moving to a new position, but requests can still be sent to his email
94 and they will be forwarded to his replacement.

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

96 A. Consideration of Landscape Maintenance Vendor

97 1. Exhibit 3: Review of Landscape Maintenance Draft Agreement and Initial
98 Scope of Work

99 Mr. Earlywine reviewed the RFP process, the evaluation criteria and
100 introduced the three vendors who had responded to the RFP.

101 2. Presentation of Landscape Maintenance Proposals – *Under Separate*
102 *Cover*

103 3. Exhibit 4: Evaluation of Landscape Maintenance Vendors

104 Landscape vendors were ranked as follows:

105 Down to Earth: 384.7

106 Universal Landscape Maintenance: 379

107 Yellowstone: 376.93

108 *A recess was taken at 2:06 p.m. The meeting resumed at 2:12 p.m.*

109 On a MOTION by Mr. Aube, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
110 approved the scoring as presented and authorized staff to proceed with negotiations for landscape
111 and irrigation maintenance services beginning October 1, 2023, with Down to Earth, for the
112 Avalon Groves Community Development District.

113 On a MOTION by Mr. Flint, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board
114 approved the termination of the landscape and irrigation maintenance agreement with
115 Yellowstone Landscape, effective September 30, 2023, for the Avalon Groves Community
116 Development District.

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

118 1. **FY 2023-2024 Budget Public Hearing**

119 a. Open Public Hearing

120 On a MOTION by Mr. Aube, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
121 approved opening the FY 2023-2024 Budget Public Hearing, for the Avalon Groves Community
122 Development District.

123 b. Exhibit 5: Presentation of FY 2023-2024 Budget

124 The landscape maintenance line item was updated to reflect the
125 new vendor's pricing.

126 District Manager recommended not come off the approved
127 proposed budget due to insurance increases.

128 c. Public Comments

129 Discussion followed comments on the assessment rates, how
130 residents pay assessments, what falls under field contingency and
131 the reserve fund, streetlights, early bond payoff, interest rates on
132 the bond.

133 d. Close Public Hearing

134 On a MOTION by Mr. Fife, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
135 approved closing the FY 2023-2024 Budget Public Hearing, for the Avalon Groves Community
136 Development District.

137 2. Exhibit 6: Consideration and Adoption of **Resolution 2023-14, Adopting**
138 **the Fiscal Year 2023-2024 Budget**

139 Physical Environment: Landscape Maintenance was decreased to
140 \$314,715.00

141 Physical Environment: Landscape Replenishment was increased to
142 \$15,285.00

143 On a MOTION by Mr. Flint, SECONDED by Mr. Fife, WITH ALL IN FAVOR, the Board
144 adopted Resolution 2023-11, Adopting Fiscal Year 2023-2024 Budget as revised, for the Avalon
145 Groves Community Development District.

146 3. **FY 2023-2024 Assessments Public Hearing**

147 a. Open Public Hearing

148 On a MOTION by Mr. Fife, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board
149 approved opening the FY 2023-2024 Assessment Public Hearing, for the Avalon Groves
150 Community Development District.

151 b. Exhibit 7: Presentation of FY 2023-2024 General Fund
152 Assessment Allocation

153 c. Public Comments



154 A comment was heard on signage for the villages.

155 d. Close Public Hearing

156 On a MOTION by Mr. Fife, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board
157 approved closing the FY 2023-2024 Assessment Public Hearing, for the Avalon Groves
158 Community Development District.

159 4. Exhibit 8: Consideration and Adoption of **Resolution 2023-15, Providing**
160 **for the Collection and Enforcement of Special Assessments for Fiscal**
161 **Year 2023-2024**

162 On a MOTION by Mr. Fife, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
163 adopted Resolution 2023-15, Providing for the Collection and Enforcement of Special
164 Assessments for Fiscal year 2023-2024, for the Avalon Groves Community Development
165 District.

166 **FIFTH ORDER OF BUSINESS – Consent Agenda**

167 A. Exhibit 9: Consideration and Approval of the Minutes of the Board of Supervisors
168 Regular Meeting Held July 27, 2023

169 Mr. Aube requested the minutes be changed to reflect the need for 7 p.m.
170 meetings in May and August. Mr. Fife requested line 144 be corrected to show
171 Mr. Flint seconded the motion.

172 On a MOTION by Mr. Fife, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board
173 approved the Minutes of the Board of Supervisors Regular Meeting held July 27, 2023, as
174 corrected, for the Avalon Groves Community Development District.

175 B. Exhibit 10: Consideration and Acceptance of the June 2023 Unaudited Financial
176 Report

177 On a MOTION by Mr. Aube, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
178 accepted the June 2023 unaudited financial report as presented, for the Avalon Groves
179 Community Development District.

180 **SIXTH ORDER OF BUSINESS – Audience Comments**

181 *(limited to 3 minutes per individual for agenda items)*

182 A comment was heard on the process for determining the budget.

183 **SEVENTH ORDER OF BUSINESS – Supervisors’ Requests**

- 184 • Mowing schedule add to website
- 185 • Reminder to determine maintenance responsibility for the parking lots
- 186 • Update of the chemicals used for pressure washing
- 187 • Timeline on the wildlife signs (10 signs).
- 188 • Schematic of Sanctuary intersection
- 189 • Will new fencing be installed along Passion Flower along Orange County line?
190 Mr. Woodcock will pull the plans and see if there is fencing associated with it.



- 191 • Add field ops photos
- 192 • Obtain monthly reports from new landscape vendor
- 193 • A thorough discussion on Sunshine laws (CDD 101)
- 194 • What amount of detail is required in Minutes
- 195 • Whether Resolutions need to be posted on the website. (Copies of Resolutions
196 can be requested as a public record)
- 197 • Add discussion around signage identifying Villages to September agenda.

198 **EIGHTH ORDER OF BUSINESS – Exhibit 11: Action Items Summary**

- 199 • Landscaper to survey CDD areas to identify at-risk trees in danger of affecting
200 properties
- 201 • Forward schematics to BOS (JE)
- 202 • Steadfast to look into fountain

203 **NINTH ORDER OF BUSINESS – Next Meeting Quorum Check – September 28, 2023 at 1:00**
204 *p.m. at the Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714*

205 The following Supervisors confirmed their intent to attend the meeting in person:

206 William Tyler Flint
207 Michael Aube
208 Bill Fife

209 **TENTH ORDER OF BUSINESS – Adjournment**

210 On a MOTION by Mr. Fife, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
211 adjourned the meeting at 3:05 p.m., for the Avalon Groves Community Development District.

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

216 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a**
217 **publicly noticed meeting held on September 28, 2023**

| | |
|---|--|
| 218 _____ | _____ |
| 219 Signature | Signature |
| 220 _____ | _____ |
| 221 Printed Name | Printed Name |
| 222 Title: <input type="checkbox"/> Secretary <input type="checkbox"/> Assistant Secretary | Title: <input type="checkbox"/> Chair <input type="checkbox"/> Vice Chair |



EXHIBIT 11



Avalon Groves Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
August 31, 2023



Avalon Groves Community Development District
Balance Sheet
Unaudited
August 31, 2023

| | GENERAL FUND | 2017 (AA1) | 2017A-1 (AA2) | 2017A-2 (AA2) | 2019 | 2021 AA3 | 2021 AA1 PH3/4 | 2022 AA4 | Const & Acq | TOTAL |
|---|---------------------|----------------|-------------------|---------------|----------------|------------------|-------------------|-------------------|---------------------|---------------------|
| ASSETS: | | | | | | | | | | |
| CASH | \$ 1,008,397 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 20 | \$ 1,008,417 |
| INVESTMENTS: | | | | | | | | | | |
| REVENUE FUND | - | 45 | - | 1 | - | 203 | 18 | - | - | 266 |
| CAP INTEREST | - | 92 | 285 | 0 | 99 | 151 | 85 | 68 | - | 779 |
| DS RESERVE | - | 183,224 | 542,286 | - | 107,416 | 171,764 | 98,536 | 33,403 | - | 1,136,629 |
| COST OF ISSUANCE | - | - | - | - | 13,722 | 13,504 | 1,168 | (1) | - | 28,394 |
| PREPAYMENT ACCOUNT | - | 4,076 | 50,908 | 0 | 1,320 | 130 | - | - | - | 56,434 |
| SINK FUND | - | 58 | 166 | - | 6 | 181 | 108 | 50 | - | 568 |
| BOND REDEMPTION | - | - | - | - | 48 | 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 | - | - | - | - | - | - | - | - | 3,565 | 3,565 |
| ACQ. & CONST. 2021 | - | - | - | - | - | - | - | - | 60,553 | 60,553 |
| ACQ. & CONST. 2021 3/4 | - | - | - | - | - | - | - | - | 2,147 | 2,147 |
| ACQ. & CONST. 2022 | - | - | - | - | - | - | - | - | 1,891,592 | 1,891,592 |
| PREPAID ITEMS | - | - | - | - | - | - | - | - | - | - |
| DUE FROM GF | - | 80,156 | 159,987 | - | 178,424 | (194,461) | 284,254 | 157,734 | - | 666,093 |
| 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 |
| TOTAL ASSETS | \$ 1,136,919 | 293,442 | \$ 831,675 | \$ 1 | 333,368 | \$ 41,729 | 412,967 | \$ 210,445 | \$ 1,957,878 | \$ 5,218,425 |
| LIABILITIES: | | | | | | | | | | |
| ACCOUNTS PAYABLE | \$ 48,814 | - | \$ - | \$ - | - | \$ - | - | \$ - | \$ - | \$ 48,814 |
| ACCRUED EXPENSES | - | - | - | - | - | - | - | - | - | - |
| DUE TO DEBT SERVICE | 666,093 | - | - | - | - | - | - | - | - | 666,093 |
| 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 | - | - | - | - | - | - | - | - | - | - |
| FUND BALANCE: | | | | | | | | | | |
| NONSPENDABLE: | | | | | | | | | | |
| PREPAID AND DEPOSITS | 541 | - | - | - | - | - | - | - | - | 541 |
| ASSIGNED: | | | | | | | | | | |
| OPERATING RESERVES | 1,041 | - | - | - | - | - | - | - | - | 1,041 |
| RESERVES - ROADWAYS | - | - | - | - | - | - | - | - | - | - |
| UNASSIGNED: | 295,437 | 268,039 | 755,862 | 1 | 301,961 | (8,530) | 384,169 | 191,255 | 1,957,878 | 4,146,071 |
| TOTAL LIABILITIES & FUND BALANCE | \$ 1,136,919 | 293,442 | \$ 831,675 | \$ 1 | 333,368 | \$ 41,729 | 412,967 | \$ 210,445 | \$ 1,957,878 | \$ 5,218,425 |



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

| | FY2023 ADOPTED BUDGET | CURRENT MONTH | ACTUAL YEAR-TO-DATE | VARIANCE Over / (Under) To Budget |
|--|-----------------------------|------------------|------------------------|---|
| REVENUES | | | | |
| ON ROLL ASSESSMENTS | \$ 838,110 | - | \$ 715,112 | \$ (122,998) |
| DEVELOPER FUNDING OFF ROLL | - | - | 95,049 | 95,049.31 |
| DEVELOPER FUNDING | | | | - |
| MISCELLANEOUS REVENUE | | - | 5 | 5.00 |
| LOT CLOSINGS | | 17,010 | 45,997 | 45,997.33 |
| TOTAL REVENUES | 838,110 | 17,010 | 856,164 | \$ 18,054 |
| EXPENDITURES | | | | |
| GENERAL ADMINISTRATIVE | | | | |
| DISTRICT MANAGEMENT SERVICES | 32,960 | 2,747 | 30,213 | (2,747) |
| BANK FEES | 150 | - | - | (150) |
| AUDITING | 3,400 | - | - | (3,400) |
| REGULATORY & PERMIT FEES | 175 | - | 186 | 11 |
| LEGAL ADVERTISEMENTS | 4,000 | - | 1,839 | (2,161) |
| ENGINEERING SERVICES | 12,000 | - | 11,521 | (479) |
| LEGAL SERVICES | 25,000 | 2,980 | 38,814 | 13,814 |
| TECHNOLOGY & WEBSITE ADMIN. | 2,015 | - | 1,515 | (500) |
| MISCELLANEOUS | 1,500 | 1,929 | 14,018 | 12,518 |
| BOS MEETING | 12,000 | 1,000 | 4,800 | (7,200) |
| TOTAL GENERAL ADMINISTRATIVE | 93,200 | 8,655 | 102,907 | \$ 9,707 |
| INSURANCE | | | | |
| INSURANCE | 12,000 | - | 25,044 | 13,044 |
| TOTAL INSURANCE | 12,000 | - | 25,044 | \$ 13,044 |
| DEBT SERVICE ADMIN. | | | | |
| DISCLOSURE REPORT | 5,150 | - | 5,150 | - |
| ARBITRAGE REBATE | 1,500 | - | 650 | (850) |
| TRUSTEE FEES | 10,500 | - | 10,500 | - |
| TOTAL DEBT ADMINISTRATION | 17,150 | - | 16,300 | \$ (850) |
| UTILITIES | | | | |
| UTILITIES-ELECTRICITY | 6,180 | 1,328 | 18,361 | 12,181 |
| STREETLIGHTS | 160,800 | 18,080 | 197,133 | 36,333 |
| UTILITY WATER | 40,000 | 13 | 9,552 | (30,448) |
| TOTAL UTILITIES | 206,980 | 19,421 | 225,046 | \$ 18,066 |
| PHYSICAL ENVIRONMENT | | | | |
| LAKE & POND MAINTENANCE | 52,000 | 2,733 | 30,068 | (21,932) |
| LANDSCAPE MAINTENANCE | 300,000 | 40,240 | 272,307 | (27,694) |
| LANDSCAPE - REPLENISHMENT | 15,000 | 1,400 | 11,881 | (3,119) |
| WETLAND MITIGATION & MAINTENANCE | 37,000 | - | 33,300 | (3,700) |
| FIELD MANAGEMENT | 6,180 | 515 | 5,665 | (515) |
| FIELD CONTINGENCY | 28,900 | - | 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) |
| TOTAL PHYSICAL ENVIRONMENT EXPENDITURES | 508,780 | 44,888 | 358,034 | \$ (150,746) |
| INTEREST EXPENSE | | | | |
| | | | - | |
| TOTAL EXPENDITURES | 838,110 | 72,964 | 727,330 | \$ (110,780) |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | | (55,954) | 128,834 | |
| FUND BALANCE - BEGINNING | | | 168,186 | |
| FUND BALANCE - ENDING | | | \$ 297,019 | |



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

For The Period Starting October 1, 2022 Ending August 31, 2023

| | FY2023 ADOPTED BUDGET | ACTUAL YEAR-TO-DATE |
|--|--------------------------------------|--------------------------------|
| REVENUE | | |
| SPECIAL ASSESSMENTS - ON/OFF ROLL | \$ 170,338 | \$ 145,323 |
| SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET) | | - |
| INTEREST | - | 7,459 |
| LESS: DISCOUNT ASSESSMENTS (4%) | - | - |
| LOT CLOSINGS | - | 39,648 |
| TOTAL REVENUE | 170,338 | 192,431 |
| EXPENDITURES | | |
| 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 |
| TOTAL EXPENDITURES | 167,462 | 167,063 |
| EXCESS REVENUE OVER (UNDER) EXPEND. | 2,876 | 25,368 |
| TRANSFER IN | | - |
| TRANSFER OUT | | - |
| FUND BALANCE - BEGINNING | | 242,670 |
| FUND BALANCE - ENDING | \$ 2,876 | \$ 268,039 |



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

For The Period Starting October 1, 2022 Ending August 31, 2023

| | FY2023 ADOPTED BUDGET | ACTUAL YEAR-TO-DATE |
|--|--------------------------------------|--------------------------------|
| REVENUE | | |
| SPECIAL ASSESSMENTS - ON/OFF ROLL | \$ 508,350 | \$ 482,477 |
| SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET) | | - |
| INTEREST | - | 20,634 |
| MISCELLANEOUS REVENUE | - | - |
| PREPAYMENT | - | - |
| TOTAL REVENUE | 508,350 | 503,111 |
| EXPENDITURES | | |
| COUNTY - ASSESSMENT COLLECTION FEES (3.5%) | - | - |
| MISCELLANEOUS EXPENSE | - | 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 |
| TOTAL EXPENDITURES | 507,203 | 509,430 |
| EXCESS REVENUE OVER (UNDER) EXPEND. | 1,147 | (6,319) |
| TRANSFER IN | | - |
| TRANSFER OUT | | |
| FUND BALANCE - BEGINNING | | 762,181 |
| FUND BALANCE - ENDING | \$ 1,147 | \$ 755,862 |



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

For The Period Starting October 1, 2022 Ending August 31, 2023

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



Avalon Groves Community Development District
SERIES 2019

For The Period Starting October 1, 2022 Ending August 31, 2023

| | FY2022 ADOPTED BUDGET | ACTUAL YEAR-TO-DATE |
|---|--------------------------------------|--------------------------------|
| REVENUE | | |
| SPECIAL ASSESSMENTS - ON/OFF ROLL LOT CLOSINGS DR HORTON | \$ 210,594 | 180,113 |
| INTEREST | - | 4,718 |
| LESS: DISCOUNT ASSESSMENTS (4%) | - | - |
| MISC. REVENUE | - | - |
| TOTAL REVENUE | 210,594 | 184,831 |
| EXPENDITURES | | |
| 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 |
| TOTAL EXPENDITURES | 207,430 | 218,390 |
| EXCESS REVENUE OVER (UNDER) EXPEND. | 3,164 | (33,559) |
| TRANSFER IN | | |
| TRANSFER OUT | | (2,297) |
| FUND BALANCE - BEGINNING | | 337,818 |
| FUND BALANCE - ENDING | \$ 3,164.00 | 301,961 |



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

| | <u>FY2023 ADOPTED BUDGET</u> | <u>ACTUAL YEAR-TO-DATE</u> |
|--|--------------------------------------|--------------------------------|
| REVENUE | | |
| SPECIAL ASSESSMENTS - ON ROLL | \$ 337,000 | 286,741 |
| SPECIAL ASSESSMENTS - OFF ROLL | - | - |
| INTEREST | - | 7,460 |
| LESS: DISCOUNT ASSESSMENTS (4%) | - | - |
| PREPAYMENT | - | - |
| TOTAL REVENUE | <u>337,000</u> | <u>294,201</u> |
| EXPENDITURES | | |
| 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 |
| TOTAL EXPENDITURES | <u>332,960</u> | <u>359,075</u> |
| EXCESS REVENUE OVER (UNDER) EXPEND. | 4,040 | (64,874) |
| TRANSFER IN | | 130 |
| TRANSFER OUT | | (3,786) |
| FUND BALANCE - BEGINNING | | 60,001 |
| FUND BALANCE - ENDING | <u>\$ 4,040.00</u> | <u>\$ (8,530)</u> |



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

| | <u>FY2023 ADOPTED BUDGET</u> | <u>ACTUAL YEAR-TO-DATE</u> |
|--|--------------------------------------|--------------------------------|
| REVENUE | | |
| SPECIAL ASSESSMENTS - ON ROLL | \$ 193,100 | \$ 164,302 |
| SPECIAL ASSESSMENTS - OFF ROLL | - | 177,139 |
| LOT CLOSINGS | | 38,500 |
| INTEREST | - | 4,197 |
| LESS: DISCOUNT ASSESSMENTS (4%) | | - |
| PREPAYMENT | - | - |
| TOTAL REVENUE | <u>193,100</u> | <u>384,138</u> |
| EXPENDITURES | | |
| 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 |
| TOTAL EXPENDITURES | <u>190,269</u> | <u>191,113</u> |
| EXCESS REVENUE OVER (UNDER) EXPEND. | 2,831 | 193,025 |
| TRANSFER IN | | - |
| TRANSFER OUT | | (2,096) |
| FUND BALANCE - BEGINNING | | 193,240 |
| FUND BALANCE - ENDING | <u>\$ 2,831.00</u> | <u>384,169</u> |



Avalon Groves Community Development District
SERIES 2022 AA4
For The Period Starting October 1, 2022 Ending August 31, 2023

| | <u>FY2023 ADOPTED BUDGET</u> | <u>ACTUAL YEAR-TO-DATE</u> |
|--|--------------------------------------|--------------------------------|
| REVENUE | | |
| SPECIAL ASSESSMENTS - ON ROLL | \$ 128,675 | 109,485 |
| SPECIAL ASSESSMENTS - OFF ROLL | - | 128,674 |
| INTEREST | - | 117 |
| LESS: DISCOUNT ASSESSMENTS (4%) | - | 1,447 |
| PREPAYMENT | - | - |
| TOTAL REVENUE | <u>128,675</u> | <u>239,723</u> |
| EXPENDITURES | | |
| 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 |
| TOTAL EXPENDITURES | <u>126,376</u> | <u>127,587</u> |
| EXCESS REVENUE OVER (UNDER) EXPEND. | 2,299 | 112,137 |
| TRANSFER IN | | |
| TRANSFER OUT | | (130) |
| FUND BALANCE - BEGINNING | | 79,248 |
| FUND BALANCE - ENDING | <u>\$ 2,299.00</u> | <u>\$ 191,255</u> |



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> |
|--|--------------------------------|
| REVENUES | |
| DEVELOPER FUNDING | \$ - |
| INSURANCE CLAIM | - |
| INTEREST | 87 |
| TOTAL REVENUES | <u>87</u> |
| EXPENDITURES | |
| REQUISITIONS | - |
| TRUSTEE FEES | - |
| TOTAL EXPENSE | <u>-</u> |
| TOTAL EXPENDITURES | <u>-</u> |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | 87 |
| TRANSFER IN | 2,297 |
| TRANSFER OUT | - |
| FUND BALANCE - BEGINNING | 1,180 |
| FUND BALANCE - ENDING | <u><u>\$ 3,565</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

| | ACTUAL YEAR-TO-DATE |
|--|--------------------------------|
| REVENUES | |
| DEVELOPER FUNDING | \$ - |
| INSURANCE CLAIM | - |
| INTEREST | 2,164 |
| TOTAL REVENUES | 2,164 |
| EXPENDITURES | |
| DISSEMINATION AGENT | |
| TRUST FUND ACCOUNTING | - |
| ARBITRAGE | |
| TOTAL DEBT ADMINISTRATION | |
| TRUSTEE FEES | - |
| TOTAL DEBT SERVICE ADMINISTRATION | - |
| REQUISITIONS | - |
| TRUSTEE FEES | - |
| TOTAL EXPENSE | - |
| CAPITAL OUTLAY | |
| CAPITAL OUTLAY - BOAT DOCK | |
| CAPITAL OUTLAY - OTHER | |
| TOTAL RESERVES | - |
| TOTAL EXPENDITURES | - |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | 2,164 |
| TRANSFER IN | 3,786 |
| TRANSFER OUT | (130) |
| FUND BALANCE - BEGINNING | 54,733 |
| FUND BALANCE - ENDING | \$ 60,553 |



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> |
|--|-----------|--------------------------------|
| REVENUES | | |
| DEVELOPER FUNDING | \$ | - |
| INSURANCE CLAIM | | - |
| INTEREST | | 44 |
| TOTAL REVENUES | | <u>44</u> |
| EXPENDITURES | | |
| DISSEMINATION AGENT | | |
| TRUST FUND ACCOUNTING | | - |
| ARBITRAGE | | |
| TOTAL DEBT ADMINISTRATION | | |
| TRUSTEE FEES | | - |
| TOTAL DEBT SERVICE ADMINISTRATION | | - |
| REQUISITIONS | | - |
| TRUSTEE FEES | | - |
| TOTAL EXPENSE | | <u>-</u> |
| CAPITAL OUTLAY | | |
| CAPITAL OUTLAY - BOAT DOCK | | |
| CAPITAL OUTLAY - OTHER | | |
| TOTAL RESERVES | | - |
| TOTAL EXPENDITURES | | <u>-</u> |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | | 44 |
| TRANSFER IN | | 2,096 |
| TRANSFER OUT | | - |
| FUND BALANCE - BEGINNING | | 7 |
| FUND BALANCE - ENDING | <u>\$</u> | <u>2,147</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

| | ACTUAL YEAR-TO-DATE |
|--|--------------------------------|
| REVENUES | |
| DEVELOPER FUNDING | \$ - |
| INSURANCE CLAIM | - |
| INTEREST | 69,766 |
| TOTAL REVENUES | 69,766 |
| EXPENDITURES | |
| DISSEMINATION AGENT | |
| TRUST FUND ACCOUNTING | - |
| ARBITRAGE | |
| TOTAL DEBT ADMINISTRATION | |
| TRUSTEE FEES | - |
| TOTAL DEBT SERVICE ADMINISTRATION | - |
| REQUISITIONS | - |
| TRUSTEE FEES | - |
| TOTAL EXPENSE | - |
| CAPITAL OUTLAY | |
| CAPITAL OUTLAY - BOAT DOCK | |
| CAPITAL OUTLAY - OTHER | |
| TOTAL RESERVES | - |
| TOTAL EXPENDITURES | - |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | 69,766 |
| TRANSFER IN | 130 |
| TRANSFER OUT | - |
| FUND BALANCE - BEGINNING | 1,821,695 |
| FUND BALANCE - ENDING | \$ 1,891,592 |



Avalon Groves Community Development District
Bank Reconciliation
August 31, 2023

| | <u>BU</u> |
|-------------------------------------|--------------------------------------|
| Balance Per Bank Statement | \$ 1,021,397.48 |
| Less: Outstanding AP Checks | (12,980.51) |
| <i>Adjusted Bank Balance</i> | <u><u>\$ 1,008,416.97</u></u> |
| | |
| Beginning Bank Balance Per Books | \$ 1,041,659.50 |
| Deposits & Interest | 41,852.08 |
| Cash Disbursements | (75,094.61) |
| <i>Balance Per Books</i> | <u><u>\$ 1,008,416.97</u></u> |



Avalon Groves CDD
Check Register
Operating Account
FY 2023

| DATE | CK NO. | PAYEE | TRANSACTION | DEPOSIT | DISBURSEMENT | BALANCE |
|------------|------------|-------------------------------------|--|------------|--------------|--------------|
| 02/01/2023 | ACH2020123 | Sunshine Water Services | Butterfly Pea Cl Cul-De-Sac 11/21-12/20/22 | | 12.65 | 1,977,373.45 |
| 02/01/2023 | ACH3020123 | Sunshine Water Services | Basswood Ln Island Irrigation 11/21-12/20/23 | | 916.45 | 1,976,457.00 |
| 02/02/2023 | ACH1020223 | SECO Energy | 17650 Sawgrass Bay Blvd 12/13-01/13/23 | | 41.00 | 1,976,416.00 |
| 02/02/2023 | ACH2020223 | SECO Energy | 17494 Sawgrass Bay Blvd (Well #2) 12/13-01/13/23 | | 39.00 | 1,976,377.00 |
| 02/03/2023 | ACH3020223 | SECO Energy | 17325 Sawgrass Bay Blvd 12/13-01/13/23 | | 425.00 | 1,975,952.00 |
| 02/02/2023 | 100073 | Yellowstone Landscape | Invoice: OS 483633 (Reference: Edgemont Pond mowing.) | | 480.00 | 1,975,472.00 |
| 02/02/2023 | 20223ACH1 | SECO Energy | 17052 Basswood Lane 12/13/22 - 1/13/23 | | 37.00 | 1,975,435.00 |
| 02/07/2023 | 1601 | Regions Bank. | Trustee Fees | 3,500.00 | | 1,971,935.00 |
| 02/08/2023 | | | Deposit | 264,729.41 | | 2,236,664.41 |
| 02/08/2023 | 100074 | Heidt Design | Invoice: 46816 (Reference: Engineering Services.) | | 1,462.50 | 2,235,201.91 |
| 02/08/2023 | 100075 | Yellowstone Landscape | Invoice: OS 489891 (Reference: Palms at Serenoa Phase 4 Ponds.) | | 850.00 | 2,234,351.91 |
| 02/09/2023 | 100076 | Yellowstone Landscape | Invoice: OS 483634 (Reference: Palms at Serenoa Pond Mowing 1/17/23.) | 2,700.00 | | 2,231,651.91 |
| 02/10/2023 | | | Deposit | 30,075.97 | | 2,261,727.88 |
| 02/15/2023 | | | Deposit | 793.67 | | 2,262,521.55 |
| 02/17/2023 | 21723ACH1 | SECO Energy | 16920 Sawgrass Bay Blvd Payment #2 | | 813.63 | 2,261,707.92 |
| 02/17/2023 | 21723ACH2 | SECO Energy | 16920 Sawgrass Bay Blvd 12/28/22 - 1/27/23 | | 761.39 | 2,260,946.53 |
| 02/17/2023 | 100077 | BIO-TECH CONSULTING, INC. | Invoice: 171729 (Reference: Quarterly Maintenance Wetlands.) | | 7,400.00 | 2,253,546.53 |
| 02/17/2023 | 100078 | Orlando Sentinel | Invoice: 064153989000 (Reference: Classified Listings.) | | 698.00 | 2,252,848.53 |
| 02/21/2023 | 100079 | DPFG MANAGEMENT AND CONSULTING, LLC | Invoice: 407580 (Reference: Monthly contracted management fees.) | | 3,261.67 | 2,249,586.86 |
| 02/21/2023 | 100080 | Humane Animal Removal Team | Invoice: 122022-1 (Reference: 25 Hogs.) | | 1,125.00 | 2,248,461.86 |
| 02/21/2023 | 100081 | Yellowstone Landscape | Invoice: OS 488407 (Reference: Landscape Enhancement.) | | 1,000.00 | 2,247,461.86 |
| 02/21/2023 | 100082 | HV Solar Lighting | Invoice: 40 (Reference: Streetlight Installation.) | | 18,080.00 | 2,229,381.86 |
| 02/22/2023 | 1605 | Candice Smith | BOS MTG 1/26/23 | | 200.00 | 2,228,181.86 |
| 02/22/2023 | 1606 | Michael W. Aube | BOS MTG 1/26/23 | | 200.00 | 2,227,981.86 |
| 02/22/2023 | 1607 | William Tyler Flint | BOS MTG 1/26/23 | | 200.00 | 2,227,781.86 |
| 02/22/2023 | 100083 | Steadfast Environmental, LLC | Invoice: SE-21943 (Reference: Routine Aquatic Maintenance.) | | 2,733.41 | 2,225,048.45 |
| 02/24/2023 | 100084 | BIO-TECH CONSULTING, INC. | Invoice: 171559 (Reference: Wetland Mitigation & Maintenance.) | | 2,000.00 | 2,223,048.45 |
| 02/27/2023 | 1608 | Candice Smith | BOS MTG 2/23/23 | | 200.00 | 2,222,848.45 |
| 02/27/2023 | 1609 | Michael W. Aube | BOS MTG 2/23/23 | | 200.00 | 2,222,648.45 |
| 02/27/2023 | 1610 | William Tyler Flint | BOS MTG 2/23/23 | | 200.00 | 2,222,448.45 |
| 02/28/2023 | | | | 295,599.05 | 50,549.35 | 2,222,448.45 |
| 03/02/2023 | 1ACH030223 | SECO Energy | 17052 Basswood Lane 1/13/23 - 2/13/23 | | 37.00 | 2,222,411.45 |
| 03/02/2023 | 3ACH030223 | SECO Energy | 17325 Sawgrass Bay Blvd 01/13-2/13/23 | | 426.00 | 2,221,985.45 |
| 03/02/2023 | 4ACH030223 | SECO Energy | 17494 Sawgrass Bay Blvd (Well #2) 1/13-02/13/23 | | 39.00 | 2,221,946.45 |
| 03/03/2023 | 2ACH030223 | SECO Energy | 17650 Sawgrass Bay Blvd 1/13-2/13/23 | | 39.00 | 2,221,907.45 |
| 03/03/2023 | 100085 | Steadfast Environmental, LLC | Invoice: SE-22037 (Reference: Routine Aquatic Maintenance.) | | 2,733.41 | 2,219,174.04 |
| 03/03/2023 | 100086 | Yellowstone Landscape | Invoice: OS 497018 (Reference: Monthly Landscape Maintenance March 2023.) | | 16,174.98 | 2,202,999.06 |
| 03/03/2023 | 100087 | Clean Star Services | Invoice: 9171 (Reference: Monthly Services trash.) | | 310.00 | 2,202,689.06 |
| 03/06/2023 | 1ACH030623 | Sunshine Water Services | Basswood Ln Island Irrigation 12/20-1/23/23 | | 983.44 | 2,201,705.62 |
| 03/06/2023 | 2ACH030623 | Sunshine Water Services | Butterfly Pea Cl Cul-De-Sac 12/20-1/23/23 | | 12.65 | 2,201,692.97 |
| 03/06/2023 | 3ACH030623 | Sunshine Water Services | Goldcrest Loop Playground 12/20/22-01/23/23 | | 13.43 | 2,201,679.54 |
| 03/08/2023 | | | Deposit | 2,673.19 | | 2,204,352.73 |
| 03/08/2023 | | | Deposit | 5.00 | | 2,204,357.73 |
| 03/09/2023 | 100088 | BIO-TECH CONSULTING, INC. | Invoice: 172181 (Reference: Mitigation Monitoring.) Invoice: 172182 (Reference: Mitigation Mo..) | | 3,000.00 | 2,201,357.73 |
| 03/10/2023 | | | Deposit | 11,857.59 | | 2,213,215.32 |
| 03/14/2023 | 100089 | Heidt Design | Invoice: 47153 (Reference: Engineering Services.) | | 450.00 | 2,212,765.32 |
| 03/14/2023 | 100090 | HV Solar Lighting | Invoice: 42 (Reference: Install Lighting.) | | 18,080.00 | 2,194,685.32 |
| 03/17/2023 | 100091 | Yellowstone Landscape | Invoice: OS 484882 (Reference: Monthly Landscape Maintenance February 2023.) | | 16,174.99 | 2,178,510.33 |
| 03/17/2023 | 100092 | BIO-TECH CONSULTING, INC. | Invoice: 172224 (Reference: Wetland Mitigation.) | | 2,600.00 | 2,175,910.33 |
| 03/17/2023 | 100093 | KILINSKI VAN WYK, PLLC | Invoice: 6054 (Reference: General Matters.) | | 1,471.50 | 2,174,438.83 |
| 03/22/2023 | 322ACH1 | SECO Energy | 16920 Sawgrass Bay Blvd 1/27/23 - 2/27/23 | | 774.00 | 2,173,664.83 |
| 03/22/2023 | 322ACH2 | SECO Energy | 16920 Sawgrass Bay Blvd Payment #3 | | 813.63 | 2,172,851.20 |
| 03/23/2023 | 100094 | Yellowstone Landscape | Invoice: OS 502092 (Reference: Mulch Install. Check Slub Notes: Mulch install.) | | 27,500.00 | 2,145,351.20 |
| 03/27/2023 | 1611 | Michael W. Aube | BOS MTG 3/23/23 | | 200.00 | 2,145,151.20 |
| 03/27/2023 | 1612 | William Tyler Flint | BOS MTG 3/23/23 | | 200.00 | 2,144,951.20 |
| 03/28/2023 | 1613 | DHI Title of Florida | Return Funds: 3618 Meadow Beauty Way | | 1,710.58 | 2,143,240.62 |
| 03/30/2023 | 100095 | DPFG MANAGEMENT AND CONSULTING, LLC | Invoice: 408423 (Reference: Monthly contracted management fees.) | | 3,261.67 | 2,139,978.95 |
| 03/30/2023 | 100096 | Clean Star Services | Invoice: 9335 (Reference: Monthly Services trash.) | | 310.00 | 2,139,668.95 |
| 03/30/2023 | 100097 | Kutak Rock LLP | Invoice: 3191847 (Reference: General Counsel.) | | 1,685.50 | 2,137,983.45 |
| 03/31/2023 | | | | 14,635.78 | 99,000.78 | 2,137,983.45 |
| 04/01/2023 | ACH040123 | SECO Energy | 17494 Sawgrass Bay Blvd (Well #2) 2/13-03/15/23 | | 37.00 | 2,137,946.45 |
| 04/01/2023 | 1ACH040123 | SECO Energy | 17325 Sawgrass Bay Blvd 02/13-3/15/23 | | 411.00 | 2,137,535.45 |
| 04/01/2023 | 2ACH040123 | SECO Energy | 17650 Sawgrass Bay Blvd 02/13-03/15/23 | | 37.00 | 2,137,498.45 |
| 04/01/2023 | 0401ACH1 | SECO Energy | 17052 Basswood Lane 2/13/23 to 3/15/23 | | 39.00 | 2,137,459.45 |
| 04/03/2023 | 2ACH040323 | Sunshine Water Services | Butterfly Pea Cl Cul-De-Sac 1/23-2/23/23 | | 60.00 | 2,137,399.45 |
| 04/03/2023 | 3ACH040323 | Sunshine Water Services | Goldcrest Loop Playground 1/23-22-02/23/23 | | 13.70 | 2,137,385.75 |
| 04/03/2023 | 100098 | Yellowstone Landscape | Invoice: OS 506419 (Reference: Monthly Landscape Maintenance April 2023.) | | 16,174.99 | 2,121,210.76 |
| 04/04/2023 | 1ACH040323 | Sunshine Water Services | Basswood Ln Island Irrigation 01/23-23-02/22/23 | | 921.25 | 2,120,289.51 |
| 04/04/2023 | | | Deposit | 1,710.58 | | 2,122,000.09 |
| 04/05/2023 | 100099 | Steadfast Environmental, LLC | Invoice: SE-22181 (Reference: Routine Aquatic Maintenance.) | | 2,733.41 | 2,119,266.68 |
| 04/07/2023 | 0407ACH1 | Orlando Sentinel | Reference: Classified Listings. | | 213.75 | 2,119,052.93 |
| 04/19/2023 | 0419ACH1 | SECO Energy | 16920 Sawgrass Bay Blvd 2/27/23 - 3/28/23 | | 745.00 | 2,118,307.93 |
| 04/19/2023 | 0419ACH2 | SECO Energy | 16920 Sawgrass Bay Blvd Payment #4 | | 813.63 | 2,117,494.30 |
| 04/20/2023 | 4/20/23 | Avalon Groves CDD | Tax Collection Funds Due to DS | | 917,430.84 | 1,200,063.46 |
| 04/20/2023 | | | Deposit | 23,636.91 | | 1,223,700.37 |
| 04/28/2023 | 100100 | Fountain Design Group, Inc. | Invoice: 29836A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN.) | | 175.00 | 1,223,525.37 |
| 04/28/2023 | 100101 | LLS Tax Solutions Inc. | Invoice: 003001 (Reference: Arbitrage Services.) | | 650.00 | 1,222,875.37 |
| 04/28/2023 | 100102 | Yellowstone Landscape | Invoice: OS 514006 (Reference: Cypress Tree Planting around Ponds.) Invoice: OS 514009 (Refer... | | 12,849.87 | 1,210,025.50 |
| 04/28/2023 | 100103 | Clean Star Services | Invoice: 9608 (Reference: Monthly Services trash collect.) | | 310.00 | 1,209,715.50 |
| 04/28/2023 | 100104 | Kutak Rock LLP | Invoice: 3209932 (Reference: General Counsel.) | | 2,985.00 | 1,206,730.50 |
| 04/28/2023 | 100105 | Vesta District Services | Invoice: 409531 (Reference: Monthly contracted management fees.) Invoice: 409286 (Reference: ... | | 3,296.45 | 1,203,434.05 |
| 04/30/2023 | | | | 25,347.49 | 959,866.89 | 1,203,461.05 |
| 05/01/2023 | 1ACH050123 | Sunshine Water Services | Basswood Ln Island Irrigation 02/22-23-03/22/23 | | 841.73 | 1,202,622.32 |
| 05/01/2023 | 2ACH050123 | Sunshine Water Services | Goldcrest Loop Playground 2/23-22-03/23/23 | | 12.74 | 1,202,609.58 |
| 05/01/2023 | 3ACH050123 | Sunshine Water Services | Butterfly Pea Cl Cul-De-Sac 2/22-3/22/23 | | 31.43 | 1,202,578.15 |
| 05/01/2023 | 100106 | Yellowstone Landscape | Invoice: OS 519045 (Reference: Monthly Landscape Maintenance May 2023.) | | 16,174.98 | 1,186,403.17 |
| 05/03/2023 | 1ACH050323 | SECO Energy | 17052 Basswood Lane 3/15/23 to 4/14/23 | | 37.00 | 1,186,366.17 |
| 05/03/2023 | 2ACH050323 | SECO Energy | 17650 Sawgrass Bay Blvd 3/15-4/14/23 | | 39.00 | 1,186,327.17 |
| 05/03/2023 | 3ACH050323 | SECO Energy | 17325 Sawgrass Bay Blvd 03/15-4/14/23 | | 410.00 | 1,185,917.17 |
| 05/03/2023 | 4ACH050323 | SECO Energy | 17494 Sawgrass Bay Blvd (Well #2) 3/15-04/14/23 | | 37.00 | 1,185,880.17 |
| 05/03/2023 | 1614 | DHI Title of Florida | Return Funds: 3630 Meadow Beauty Way | | 5,131.74 | 1,180,748.43 |
| 05/04/2023 | 100107 | Steadfast Environmental, LLC | Invoice: SE-22275 (Reference: Routine Aquatic Maintenance.) | | 2,733.41 | 1,178,015.02 |
| 05/04/2023 | 100108 | Yellowstone Landscape | Invoice: OS 521748 (Reference: Pond Mowing- Landscape enhancement The Palms & Village 3.) | | 3,100.00 | 1,174,915.02 |
| 05/08/2023 | 1615 | HV Solar Lighting | | | 36,160.00 | 1,138,755.02 |
| 05/08/2023 | 1617 | Regions Bank. | Trustee Fees | | 3,500.00 | 1,135,255.02 |
| 05/12/2023 | 100109 | Orlando Sentinel | Invoice: 072233577000 (Reference: Advertising.) | | 135.00 | 1,135,120.02 |
| 05/12/2023 | | | Deposit | 16,152.20 | | 1,151,272.22 |
| 05/15/2023 | 1618 | Candice Smith | BOS MTG 4/27/23 | | 200.00 | 1,151,072.22 |
| 05/15/2023 | 1619 | Michael W. Aube | BOS MTG 4/27/23 | | 200.00 | 1,150,872.22 |
| 05/15/2023 | 1620 | William Tyler Flint | BOS MTG 4/27/23 | | 200.00 | 1,150,672.22 |
| 05/19/2023 | 0518ACH1 | SECO Energy | 16920 Sawgrass Bay Blvd 3/28/23 - 4/28/23 | | 561.00 | 1,150,111.22 |
| 05/19/2023 | 0518ACH2 | SECO Energy | 16920 Sawgrass Bay Blvd Payment #5 | | 813.63 | 1,149,297.59 |
| 05/24/2023 | 100110 | Kutak Rock LLP | Invoice: 3224261 (Reference: General Counsel.) | | 2,449.95 | 1,146,847.64 |
| 05/24/2023 | 100111 | Vesta District Services | Invoice: 410181 (Reference: Monthly contracted management fees.) | | 3,261.67 | 1,143,586.57 |
| 05/31/2023 | 1621 | DHI Title of Florida | Return Funds: 3630 Meadow Beauty Way | | 962.61 | 1,142,623.96 |
| 05/31/2023 | 100112 | Yellowstone Landscape | Invoice: OS 532370 (Reference: Landscape Enhancement.) Invoice: OS 532371 (Reference: Landsa... | | 6,200.00 | 1,136,423.96 |
| 05/31/2023 | 100113 | Clean Star Services | Invoice: 9810 (Reference: Monthly Services trash collect.) | | 310.00 | 1,136,113.96 |
| 06/02/2023 | 1ACH060223 | SECO Energy | 17325 Sawgrass Bay Blvd 04/14-5/16/23 | | 402.00 | 1,135,711.96 |
| 06/02/2023 | 2ACH060223 | SECO Energy | 17494 Sawgrass Bay Blvd (Well #2) 4/14-05/16/23 | | 44.00 | 1,135,667.96 |

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 Pea 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 | 1,136,507.92 |
| 06/14/2023 | 100114 | BIO-TECH CONSULTING, INC. | Invoice: 173527 (Reference: Quarterly Maintenance.) | | 2,400.00 | 1,134,107.92 |
| 06/14/2023 | 100115 | Heidt Design | Invoice: 48005 (Reference: O&M Engineering Services.) | | 2,230.00 | 1,131,877.92 |
| 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 | | 1,093,058.20 |
| 06/30/2023 | | | | 24,212.76 | 67,268.52 | 1,093,058.20 |
| 07/03/2023 | 100123 | Yellowstone Landscape | Invoice: OS 548861 (Reference: Monthly Landscape Maintenance July 2023.) | | 16,175.00 | 1,076,883.20 |
| 07/03/2023 | 100124 | Vesta District Services | Invoice: 411075 (Reference: Monthly contracted management fees.) | | 3,261.67 | 1,073,621.53 |
| 07/04/2023 | 1ACH070423 | SECO Energy | 17325 Sawgrass Bay Blvd 05/16-6/15/23 | | 298.00 | 1,073,323.53 |
| 07/04/2023 | 2ACH070423 | SECO Energy | 17494 Sawgrass Bay Blvd (Well #2) 5/16-06/15/23 | | 41.00 | 1,073,282.53 |
| 07/05/2023 | 0705ACH1 | SECO Energy | 17052 Basswood Lane 05/16/2023 - 06/15/2023 | | 40.00 | 1,073,242.53 |
| 07/05/2023 | 0705ACH2 | SECO Energy | 17650 Sawgrass Bay Blvd 05/16/2023 - 06/15/2023 | | 162.00 | 1,073,080.53 |
| 07/10/2023 | 1ACH071023 | Sunshine Water Services | Basswood Ln Island Irrigation 04/22/23-05/24/23 | | 884.23 | 1,072,196.30 |
| 07/10/2023 | 2ACH071023 | Sunshine Water Services | Butterfly Pea Ct Cul-De-Sac 4/21-5/23/23 | | 21.86 | 1,072,174.44 |
| 07/10/2023 | 3ACH071023 | Sunshine Water Services | Goldcrest Loop Playground 4/21/22-05/23/23 | | 12.68 | 1,072,161.76 |
| 07/12/2023 | 100125 | Steadfast Environmental, LLC | Invoice: SE-22507 (Reference: Routine Aquatic Maintenance.) | | 2,733.41 | 1,069,428.35 |
| 07/12/2023 | 100126 | HV Solar Lighting | Invoice: 51 (Reference: Light Installation.) | | 18,080.00 | 1,051,348.35 |
| 07/20/2023 | 072023ACH1 | SECO Energy | 16920 Sawgrass Bay Blvd 5/31/23 - 6/29/23 | | 381.00 | 1,050,967.35 |
| 07/20/2023 | 072023ACH2 | SECO Energy | 16920 Sawgrass Bay Blvd Payment #7 | | 813.63 | 1,050,153.72 |
| 07/26/2023 | 100127 | Fountain Design Group, Inc. | Invoice: 30559A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN.) | | 615.50 | 1,049,538.22 |
| 07/26/2023 | 100128 | Heidt Design | Invoice: 48219 (Reference: Engineering Services.) | | 787.50 | 1,048,750.72 |
| 07/26/2023 | 100129 | Yellowstone Landscape | Invoice: OS 561100 (Reference: Playground Mulch.) | | 4,006.96 | 1,044,743.76 |
| 07/26/2023 | 100130 | Kutak Rock LLP | Invoice: 3251717 (Reference: General Counsel.) | | 3,104.26 | 1,041,639.50 |
| 7/31/2023 | | | | - | 51,418.70 | 1,041,639.50 |
| 08/01/2023 | 1ACH080123 | Sunshine Water Services | Butterfly Pea Ct Cul-De-Sac 5/23-6/22/23 | | 27.96 | 1,041,611.54 |
| 08/01/2023 | 2ACH080123 | Sunshine Water Services | Goldcrest Loop Playground 5/23/22-06/22/23 | | 13.31 | 1,041,598.23 |
| 08/01/2023 | 3ACH080123 | Sunshine Water Services | Basswood Ln Island Irrigation 05/24/23-06/22/23 | | 906.35 | 1,040,691.88 |
| 08/03/2023 | 1ACH080323 | SECO Energy | 17494 Sawgrass Bay Blvd (Well #2) 6/15-07/17/23 | | 43.00 | 1,040,648.88 |
| 08/03/2023 | 2ACH080323 | SECO Energy | 17650 Sawgrass Bay Blvd 6/15/23 - 7/17/23 | | 157.00 | 1,040,491.88 |
| 08/03/2023 | 3ACH080323 | SECO Energy | 17325 Sawgrass Bay Blvd 06/15-7/17/23 | | 140.00 | 1,040,351.88 |
| 08/03/2023 | 4ACH080323 | SECO Energy | 17052 Basswood Lane 6/15/23 - 7/17/23 | | 43.00 | 1,040,308.88 |
| 08/07/2023 | 1627 | Michael W. Aube | BOS MTG 7/27/23 | | 200.00 | 1,040,108.88 |
| 08/07/2023 | 1628 | William Tyler Flint | BOS MTG 7/27/23 | | 200.00 | 1,039,908.88 |
| 08/07/2023 | 100131 | Steadfast Environmental, LLC | Invoice: SE-22636 (Reference: Pond spraying.) | | 2,733.41 | 1,037,175.47 |
| 08/07/2023 | 100132 | Yellowstone Landscape | Invoice: OS 564418 (Reference: Landscape maintenance.) | | 16,175.00 | 1,021,000.47 |
| 08/07/2023 | 100133 | HV Solar Lighting | Invoice: 53 (Reference: Streetlights.) | | 18,080.00 | 1,002,920.47 |
| 08/07/2023 | 100134 | Clean Star Services | Invoice: 10234 (Reference: Trash collect.) | | 310.00 | 1,002,610.47 |
| 08/14/2023 | 100135 | Vesta District Services | Invoice: 411844 (Reference: Billable Expenses.) | | 11.40 | 1,002,599.07 |
| 08/14/2023 | 100136 | Tampa Print Services, Inc. | Invoice: 231708 (Reference: Mailings.) | | 1,618.69 | 1,000,980.38 |
| 08/14/2023 | 100137 | Yellowstone Landscape | Invoice: OS 573066 (Reference: Landscape Enhancement.) Invoice: OS 573069 (Reference: Landsc... | | 16,374.00 | 984,606.38 |
| 08/14/2023 | 100138 | Vesta District Services | Invoice: 411746 (Reference: Monthly contracted management fees.) | | 3,261.67 | 981,344.71 |
| 08/17/2023 | | | Deposit | 40,141.50 | | 1,021,486.21 |
| 08/17/2023 | | | Deposit | 1,710.58 | | 1,023,196.79 |
| 08/21/2023 | 100139 | Orlando Sentinel | Invoice: 077095749000 (Reference: Legal Advertising.) | | 1,005.68 | 1,022,191.11 |
| 08/22/2023 | 0822ACH1 | SECO Energy | 16920 Sawgrass Bay Blvd Payment #8 | | 813.63 | 1,021,377.48 |
| 08/28/2023 | 1629 | Candice Smith | BOS MTG 8/24/23 | | 200.00 | 1,021,177.48 |
| 08/28/2023 | 1630 | Michael W. Aube | BOS MTG 8/24/23 | | 200.00 | 1,020,977.48 |
| 08/28/2023 | 1631 | William Tyler Flint | BOS MTG 8/24/23 | | 200.00 | 1,020,777.48 |
| 08/30/2023 | 100140 | Yellowstone Landscape | Invoice: OS 579199 (Reference: Landscape Enhancement.) Invoice: OS 579198 (Reference: Landsc... | | 9,090.90 | 1,011,686.58 |
| 08/30/2023 | 100141 | Clean Star Services | Invoice: 10458 (Reference: Monthly Trash Service.) | | 310.00 | 1,011,376.58 |
| 08/30/2023 | 100142 | Kutak Rock LLP | Invoice: 3267668 (Reference: General Counsel.) | | 2,979.61 | 1,008,396.97 |
| 8/30/2023 | | | | 41,852.08 | 75,094.61 | 1,008,396.97 |

EXHIBIT 12



Ronald L Vail Plumbing, Inc.

8540 County Rd 561
 Clermont, FL 34711
 (352)394-4291



Invoice # : 18055
Acc / Cust # : 9719
Technician: Kevin V
Secondary Technician: N/A
Date: 09/15/2023

Billing Address:

Avalon Groves c/o DPFG
 250 International Pkw # 208
 Lake Mary FL 32746

sconley@dpfgmc.com

Service Address:

Avalon Groves CDD
 Avalon Groves CDD
 17555 Sawgrass Bay Blvd
 Clermont FL 34714

(321)263-0132 ext:749

sconley@dpfgmc.com

| TASK | WORK DESCRIPTION | WARRANTY | RATE | QTY | TOTAL |
|------|---|----------|-------|------|--------|
| 0000 | Test 3 Wilkins 975x12 backflow preventors 1" @ Butterfly pea SN 4800713 7.9/2.7/1.4 3/4" @ Goldcrest lp SN 4837487 8.2/2.9/1.8 1.5" @ Basswood Ln SN ACA2432 8.5/2.3/2.2 Paperwork to be filed with sunshine water after payment | na | 89.00 | 3.00 | 267.00 |

| | | |
|--------------------|------------------|----|
| Service Agreement: | Water Pressure | na |
| Customer PO/WO: | Customer Auth #: | |
| Recommendations: | na | |

| | | | | |
|---|---|--|--|------------|
| Terms & Conditions / Approval / Start Override: email Completion Override: Email | Method of Payment - Billing | | Change Order: | |
| | <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Other _____ | | Sub Total: \$ 267.00 Tax: (0 %) \$ 0.00 Estimate: \$ 0.00 Grand Total: \$ 267.00 Amount Paid / Adjustment: \$ 0.00 Balance Due: \$ 267.00 | Thank You! |
| Waiver Of Right Override: | | | When mailing a check, please include invoice number 18055 on your check. | |

Make Payable To: Ronald L Vail Plumbing, Inc., 8540 County Rd 561 Clermont FL 34711

For a copy of Terms & Conditions / Waiver that were signed in the presence of technician, please visit: vailplumbing.skyboss.com/TAndC/1



Ronald L Vail Plumbing, Inc.

8540 County Rd 561
 Clermont, FL 34711
 (352)394-4291

**Authorization to Start Work****Home Improvement Contract**

I have reviewed the estimated cost of the proposed work to be completed on my property. I agree to pay for all work completed on my property by **Ronald L Vail Plumbing, Inc.** at my request. I am aware of the terms and conditions of this agreement and expressly agree to all the terms contained therein. I understand the above is an estimate and not a guaranteed figure for the completion of work on my home. I understand that **Ronald L Vail Plumbing, Inc.** will only perform the work outlined above unless it obtains a further agreement from me.

Terms & Conditions:

1. Ronald L Vail Plumbing, Inc. does hereby warranty the services provided by it for the period stated on the Contract. This warranty covers service and labor only. Any and all parts installed as part of the work by **Ronald L Vail Plumbing, Inc.** is covered by the manufacturer's warranty only. Customer shall have no recourse against **Ronald L Vail Plumbing, Inc.** for the defects in parts utilized. This warranty is limited to defects in workmanship not caused by intervening acts such as mistreatment or neglect by customer. If a defect in workmanship is detected, customer shall promptly notify **Ronald L Vail Plumbing, Inc.** workmanship. This remedy is exclusive. If customer fails to notify **Ronald L Vail Plumbing, Inc.** of the alleged defect in workmanship and not allow **Ronald L Vail Plumbing, Inc.** the opportunity to repair the defect, customer shall have no remedy at law.

2. Limitations of Liability. Customer understands and agrees that **Ronald L Vail Plumbing, Inc.** shall not be liable for any damage caused as a result of existing improper, worn, rusted or defective plumbing, pipe fixtures, walls, flooring, and/or roofing. Customer further understands and agrees that **Ronald L Vail Plumbing, Inc.** shall not be liable for any incidental or consequential damages which result from materials supplied of services rendered.

3. Resolution of Disputes. A. Customer agrees that all disputes under this agreement shall be litigated in courts chosen by **Ronald L Vail Plumbing, Inc.** . B. Customer further agrees that the Law of the State shall apply to all disputes between the parties hereto.

4. Attorney's Fees. It is hereby agreed between the parties hereto that the prevailing party in any action instituted, relating, or referring to this agreement, shall have additional rights to recover his/her attorney's fees and costs in addition to the cost of the action itself.

5. Entire Contract. This agreement replaces and supersedes any and all previous agreements, written or oral, with respect to the work to be performed by **Ronald L Vail Plumbing, Inc.** . Should any one or more of the contract provisions be determined illegals and/or unenforceable, all remaining provisions shall nevertheless remain effective.

6. Amendments. Amendments to this agreement may only be made in writing and signed by Change Order.

7. Warranty of Ownership. Customer does hereby represent that he or she is the owner or the authorized agent of the owner of the real property which **Ronald L Vail Plumbing, Inc.** will commence work.

8. Force Majeure. **Ronald L Vail Plumbing, Inc.** shall not be liable under the provisions of this agreement for damages on account of strikes, lockouts, accidents, fires, delays in manufacturing, delays of carriers, acts of God, governmental actions, state of war, or any other cause beyond the control of the manufacturer whether or not similar to those enumerated.

9. Mold Release. **Ronald L Vail Plumbing, Inc.** makes no representation or warranty, express, implied, or otherwise regarding mold, fungi, rust, corrosion or other bacteria or organisms. Contractor shall have no



Ronald L Vail Plumbing, Inc.

8540 County Rd 561
Clermont, FL 34711
(352)394-4291

duty or responsibility or liability all of which is expressly waived by you for losses, fines, penalties, testing, analysis, monitoring, cleaning, removal, disposal, abatement, decontamination, remediation, repair, replacement, relocation, loss of use of building, or building equipment and systems, or personal injury, sickness or disease associated with mold, fungi, rust, corrosion or other bacteria or organisms. Any implied warranty of workmanlike construction, implied warranty of habitability or an implied warranty of fitness for a particular use hereby waived and disclaimed.

Mechanic's Lien Warning

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record a mechanic's lien and sue you in court to foreclose the lien. If a court finds the lien is valid, you preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 20 Day Preliminary Notice this notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **Protect yourself from liens.** You can protect yourself from liens by getting a list of all subcontractors, laborers and suppliers that work on your project. Make sure every person has been paid in full after completion of each phase in writing. **Remember, If you do nothing, You risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.



Ronald L Vail Plumbing, Inc.

8540 County Rd 561
Clermont, FL 34711
(352)394-4291

**COMPLETION ACCEPTANCE OF WORK PERFORMED**

I acknowledge satisfactory completion of the work designated on this invoice and that the premises have been left in a satisfactory condition. I understand that if my check does not clear, I am liable for the check and any and all charges from the bank. I agree to pay 1.75% per month for past due amounts (minimum charge \$30). In the event that the collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all attorney's fees and collection costs. I agree that the amount set forth in the space marked "Total" is the total price I have agreed to pay today. In the event if I am unsatisfied with the work, I will contact this company prior to posting to any online forums, websites, social media, or review sites. I agree to give **Ronald L Vail Plumbing, Inc.** the opportunity to address my un-satisfaction. Any comment or review posted anywhere on the internet must be removed immediately until **Ronald L Vail Plumbing, Inc.** is contacted via phone call to **Ronald L Vail Plumbing, Inc.**, and you have spoken directly with The OWNER to address the issue. In the event that my grievances cannot be resolved to my satisfaction, I agree to post the full story of our conversation and interaction with any social media posting (which includes reviews to Yelp!, Home Advisor, Angie's List, Google, Facebook etc.). If my comments and/or reviews are missing the complete story, the post must be immediately removed and will result in legal action by **Ronald L Vail Plumbing, Inc.**



EXHIBIT 13



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 |
|------------------|--|---------------|----------------|--|
| DC | Forward schematic to BOS | 8/24/2023 | | |
| Landscape Vendor | Tree Inventory - at risk trees | 7/27/2023 | | 10/1 - Transfer task to D2E |
| DM | Purchase nameplates for supervisors and staff | 7/27/2023 | | On hold for Resident Supervisor appointment |
| DM | Beware Alligators signs – get pricing | 3/23/2023 | | 7/27 Board to decide on sign design & posting locations then staff can price Sign approved, direction to order a few 8/21 - On hold - 10 sign to be ordered from SmartSign w/ 6ft U Chanel kit once confirm delivery location & installer 9/8 - proposal for installation & delivery address for signs requested of Apex Home Improvement (Serenoa HOA handyman) 9/20 - emailed reminder to Apex and reached out to Peick Painting |
| DM | Additional quote for materials and install for monument lights & outlets | 3/23/2023 | | Ongoing: Sourcing vendors (equipment suppliers separate from installers) |

