



**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**

*Advanced Meeting Package*

*Regular Meeting*

*Date/Time:*

*Thursday*

*October 26, 2023*

*10:00 a.m.*

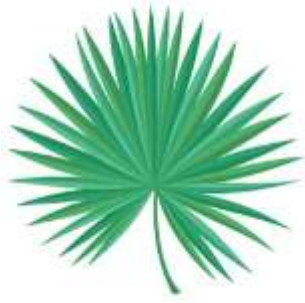
*Location:*

*Serenoa Club Amenity Center*

*17555 Sawgrass Bay Blvd.,*

*Clermont, FL 34714*

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



**Avalon Groves  
Community Development District**

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

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Board of Supervisors  
**Avalon Groves Community Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Thursday, October 26, 2023 at 10:00 a.m.** at **Serenoa Club Amenity Center – 17555 Sawgrass Bay Blvd., Clermont, FL 34714.**

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

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

Sincerely,

*Kyle Darin*

Kyle Darin  
District Manager

Cc: Attorney  
Engineer  
District Records



## AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, October 26, 2023  
 Time: 10:00 a.m.  
 Location: Serenoa Club Amenity Center  
 17555 Sawgrass Bay Blvd.,  
 Clermont, FL 34714

[Click Here to Join the Meeting Online](#)  
 Dial-in Number: 1-904-348-0776  
 Phone Conference ID: 862 156 243#  
 (Mute/Unmute: \*6)

### Agenda

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

- I. **Roll Call**
  - Bill Fife (1)                      Greg Meath (2)                      Michael Aube (3)
  - William Tyler Flint (4-VC)                      Candice Bain (5-C)
- II. **Audience Comments – Agenda Items** *(Limited to 3 minutes per individual for agenda items.)*
- III. **Staff Reports**
  - A. District Counsel – *Jere Earlywine, Kutak Rock*
  - B. District Engineer – *Greg Woodcock, Stantec*
    - 1. Consideration and Acceptance of Ownership/Maintenance Map [Exhibit 1](#)
  - C. District Manager – *Kyle Darin, Vesta District Services*
    - 1. Field Report – *Vesta District Services* [Exhibit 2](#)
    - 2. Aquatic Maintenance Report – *Steadfast Environmental* [Exhibit 3](#)
      - a. Consideration of Outflow Structure Trash Removal Proposal
    - 3. Landscape Maintenance Report – *Down To Earth* [Exhibit 4](#)
      - a. Tree Inventory Update
  - D. Serenoa POA Amenity Manager – *Zayriliann Lorenzo, Evergreen Lifestyles Management*
  - E. Palms at Serenoa HOA Amenity Manager – *Shannon Bernard, Leland Management*
- IV. **Consent Agenda**
  - A. Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held September 28, 2023 [Exhibit 5](#)
  - B. Consideration and Acceptance of the September 2023 Unaudited Financial Report [Exhibit 6](#)
- V. **Audience Comments – New Business** *(Limited to 3 minutes per individual for non-agenda items)*



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

- A. Review of Governing Policies – Rules of Procedure (Aube) [Exhibit 7](#)
- B. Review of Contract Renewal Dates (Aube) [Exhibit 8](#)
- C. Discussion on Implementing New Landscape Replenishment/Property Repair and CDD Common Area Usage Policies (Aube)
- D. Discussion on Impact of New Construction on Village Access (Sanctuary Community, Commercial Parcel, and Sawgrass Bay Blvd Widening) and Request for Historical Information on Village Planning (Aube)
- E. Discussion on Vesta Field Services Contract (Aube) [Exhibit 9](#)
- F. Discussion on Vesta District Management Contract (Aube) [Exhibit 10](#)

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

**VIII. Next Meeting Quorum Check**

	<i>In Person</i>	<i>Virtually</i>	<i>Not</i>
Bill Fife (1)			
Greg Meath (2)			
Michael Aube (3)			
William Tyler Flint (4-VC)			
Candice Bain (5-C)			

*November 16, 2023 at 10 a.m.  
Serenoa Club Amenity Center  
17555 Sawgrass Bay Blvd.,  
Clermont, FL 34714*

**I. Adjournment**



# EXHIBIT 1







# EXHIBIT 2



# **Vesta Property Services Field Operations Report for**

# **Avalon Groves**

## **Community Development District**

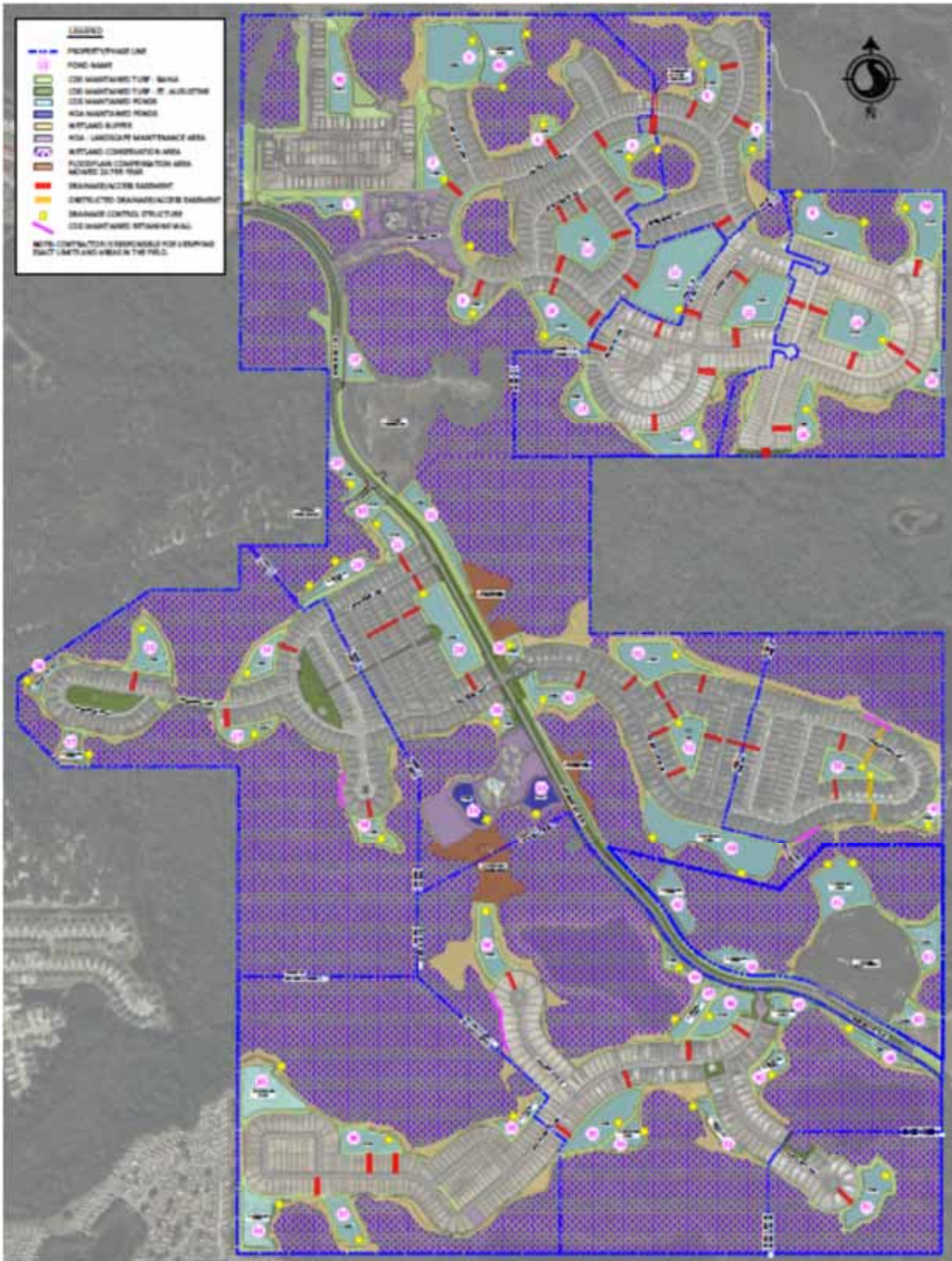


**Site Visits: October 11 & 19, 2023**





# Site Maintenance Map



# Aquatics Management

The water levels of most ponds are still exceptionally low for this time of year.

There are a few pockets of algae blooms in select ponds.

Significant debris was discovered in a few of the fallouts.

Heavy thatch noticed in some areas.





# Landscape Management

**There are pockets of vegetation struggling due to lack of natural waterfall.**

**Weed control has been mitigated from month prior.**

**Overgrown plants are creeping into walks and beyond fence-rows.**

**Overall mowing, and the grooming of natural vegetation as well as planted beds has the appearance of better site-management.**



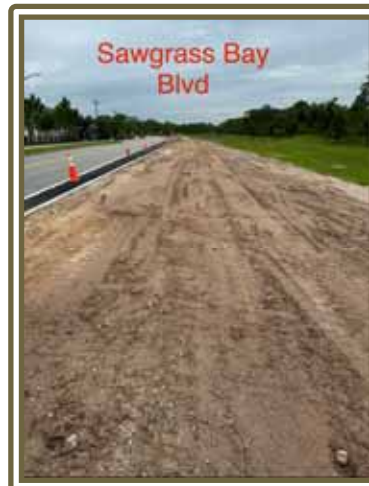
# Infrastructure Management

**Sawgrass Bay Boulevard construction still underway. Revegetation yet to commence.**

**Serenoa Village 1 retaining wall, holding strong and properly landscaped.**

**Roadways & curb replacements are holding well. Slight vegetation growth between saw cuts.**

**Retaining Walls holding strong.**



# Avalon Groves Field Communications



## Website Contacts

Date	To	Name	Message	Response
2023-10-12	: Streetlight Reporting	Flesch	There is a street light out on Sawgrass between the first Serenoa sign after the Palms and the new construction site for the KB Sanctuary outlet. It's been out over a month now likely something to do with construction but it is very dark in that area without it. It's the one by the pond where they are also digging up both sides of the sidewalk. Very dangerous without light.	10/12 - Request sent directly to vendor
2023-10-12	( Kyle Darin	Thorpe	Hi, I submitted a photo of a dead tree on CDD property back on May 16, 2023, and I have yet to hear back from anyone. So I submitting it again. Your website won't allow me to submit photos, DOC's or PDF's.	10/12 - Advised of tree inventory in progress and update to form, forwarded pictures to landscape vendor
2023-10-09	: Field Services	Klinga	We just closed on our new home at 3562 Lovegrass Way on September 28. There are three dead trees, and there is overgrown grass and shrubbery along our property border. Please advise.	10/9 - Advised of tree inventory in progress and forwarded photos to landscape vendor
2023-10-06	( Kyle Darin	Klinga	Can you confirm you received my previous contact form indicating three dead trees and overgrown grass on our CDD berm? I'm more than willing to follow proper procedure to submit a form, but I can't find one on the website anywhere. Also, when I attempted to email you at kdaren@avalongrovescdd.com, it bounced back as undeliverable (permanent error.). Has your email address changed? Please advise.	10/9 - Forwarded photos to landscape vendor, DR Horton confirmed through HOA, silt fence to remain in place until all construction is completed
2023-10-04	: Kyle Darin	Klinga	I can't find the application to submit service requests on the www.avalongrovescdd.org website. Board minutes aplenty but no way to submit a request. All three CDD provided trees are dead and the overgrown grass is the tallest around.	10/9 - Called with info & notified of update to website form
2023-10-02	: Streetlight Reporting	Hulme	Please fix the streetlight on the corner of Goldcrest and Basswood Lane. It has been out for weeks (this is my second reporting for the same light) and that is the corner with the crosswalk for the mailboxes. Last night we almost got hit by a car crossing the road in the crosswalk, despite wearing flashing lights on both of us, plus our dog. This is a huge safety issue - someone is going to get seriously hurt!!	10/2 - Request sent directly to vendor





# Avalon Groves Field Updates

Project	Progress
<p><b>Wildlife Signs</b></p> 	<ul style="list-style-type: none"> <li>Proposals for installing 10 wildlife signs have been requested of the handymen used by the Serenoa POA and Palms HOA along with a delivery address for the signs.</li> <li>Apex Home Improvement responded with quote of \$590 to install 10 signs – includes concrete.</li> <li>Map with potential sign locations forwarded to Supervisors for input – No installation on County ROW, Private or HOA property.</li> <li>Awaiting cost share agreement with POA to include POA signs in order/installation</li> </ul>
<p><b>Hog Trapping</b></p> 	<ul style="list-style-type: none"> <li>HART reported capturing a total of 21 wild hogs to fulfill the District's NTE of \$2,500.</li> <li>Vendor has been advised to cease until Board considers additional funding (10/11/2023).</li> <li>Inquiry sent to POA President regarding POA interest in requesting an access agreement of CDD to allow POA to cooperate in addressing wild hogs (10/11/2023).</li> </ul>
<p><b>Pressure Washing - Goldcrest Loop Sidewalk &amp; Sawgrass Bay Blvd Monuments/Fencing</b></p>	<p>Boilerplate agreement for pressure washing was sent to Fireman Tom along with request for COI, W9 &amp; Business Tax Receipt. No response to date.</p>
<p><b>Irrigation Meters</b></p>	<p>Staff working with HOA/Developer on irrigation meter account turnover at Palms of Serenoa.</p>
<p><b>Website</b></p>	<p>Contact form updated to allow larger file size for photo attachments.</p>
<p><b>Access Agreement</b></p>	<p>Staff working on Access Agreement for Palms at Serenoa to Maintain HOA Fountains in CDD Ponds</p>





# Avalon Groves Field Updates

## Emailed Responses & Vendor Notifications Regarding the Following Topics:

- hog trapping
- perimeter stakes at Sawgrass Bay Blvd/Goldcrest Loop
- silt barrier behind Twin Flower Ct
- rodents in conservation area and road accessibility at Palms
- CDD contact update on HOA's new buyer info
- wetland/conservation upkeep behind Serenoa Blvd
- pond 49 vegetation
- Serenoa Lakes landscaping and fence pressure washing
- landscape maintenance at Southlawn Lane
- October 11 Field Inspection findings



# EXHIBIT 3





## Avalon Groves CDD Aquatics

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**Inspection Date:**

10/19/2023 12:58 PM

**Prepared by:**

Lee Smith

Account Manager

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



# Inspection Report

**SITE: 52**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

No major algae growth observed. Some nuisance grasses were present along the exposed bank. Technician will address these grasses 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	<input checked="" type="checkbox"/> Slender Spikerush	Other:

**SITE: 53**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Overall, this pond is in excellent condition. Some very minor amounts of torpedo grass was observed along the shoreline. Routine maintenance and monitoring will occur here.

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



# Inspection Report

**SITE: 54**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Slender Spikerush was observed growing along the shoreline and is creeping into the water. No other nuisance vegetation was observed. Technician will target this growth 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>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	

**SITE: 55**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Decaying Pennywort was present along one side of this pond. Our technician treated during this visit and it should start to clear out within the next week. It will continue to be monitored.

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





# Inspection Report

**SITE: 56**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Pond is pretty much clear of nuisance vegetation growth. Some Torpedo grass was observed along some areas of the perimeter and will be treated accordingly during the next maintenance event.

<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: 57**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

No algae growth was observed in this pond, but the perimeter contains moderate amounts of nuisance grasses on the exposed bank and some within the water. Our technician treated these during this visit and will continue to monitor and treat accordingly during future visits.

<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:	





# Inspection Report

**SITE: 58**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

The perimeter of this pond contains minor amounts of surface algae and slender spikerush. No other nuisance vegetation was observed. Routine maintenance and monitoring will occur here.

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

**SITE: 59**

Condition:    Excellent    Great    Good    Poor    Mixed Condition    Improving



**Comments:**

Some torpedo grass was observed within the water and along the shoreline in some areas. Pond is in great 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    Chara
	Hydrilla	Slender Spikerush	Other:



# Inspection Report

**SITE: 60**

Condition:    Excellent    Great     Good    Poor    Mixed Condition     Improving



**Comments:**

This is one of the new ponds that was added in the addendum. For our first round of treatment it is looking in pretty good condition. No algae growth was observed, but there was significant nuisance grass growth around the perimeter. Technician treated accordingly during this visit and will continue to attack it during future visits.

<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
	Hydrilla	Slender Spikerush	Other:
			Chara

**SITE: 61**

Condition:    Excellent    Great     Good    Poor    Mixed Condition    Improving



**Comments:**

This is another pond that was just recently added to the new contract. There is a lot of overgrowth that is being missed by landscaping. But there is also a lot of nuisance grass growth along the shoreline that needs to be addressed. No major algae growth was observed. As we continue to treat these newly added ponds this growth will diminish and they will begin to look more aesthetically pleasing.

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



## MANAGEMENT SUMMARY



As we progress through the month of October, the conditions that influence the ponds are seeing a slight turn. Nights & mornings are already cooling off, and as temperatures cool and days shorten in length; both of these have the effect of decreasing growth rates for surface algae and nuisance species alike. Occasional heavy rains are still common, but the hurricane season is coming to an end which means that these rains should taper off as the month progresses. Pond levels are high, and a large influx of water usually has the benefit of resetting pond biology by allowing nutrients in the water column to exit the pond into the wetlands. Decreased water temperatures and sudden wind and rain are both capable of stressing fish populations, and contribute to the occasional fish kill. This is normal for early fall (or due to an extended summer) and are not primarily caused by treatments targeted against nuisance algae and vegetation.

Hopefully as conditions enter a true fall phase, and plant growth slows, technicians will be able to switch from reactive & preventative treatment methods (which were directly combating rapid new growth) to proactive treatments (to begin to make headway in overgrown areas of select ponds now that regrowth rates are starting to slow).

At the time of this inspection, many of the ponds were in great condition. Across most ponds algal activity was present in very minor amounts, if any. Some of the observed algae was already decaying, and any ponds with notable amounts will be on our technician's radar for future visits. Likewise, nuisance grasses along the observed pond's banks were present in moderate amounts. The major issue noted on this inspection was the nuisance grasses along the perimeters of many ponds, and this will be our main focus moving forward as we enter the cooler winter months. We will continue on with routine treatment with the goal of eradicating as much of this nuisance vegetation as possible.

## 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 Blvd, Clermont

Gate Code:





# Steadfast Environmental, LLC

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

# Proposal

**Date** 10/17/2023 **Proposal #** 979

Customer Information		Project Information	
Avalon Groves CDD c/o Vesta Property Services 250 International Pkwy, Suite 208 Lake Mary, FL 32746	<b>Contact</b>  <b>Phone</b> 321-263-0132 Ext 749  <b>E-mail</b> sconley@vestapropertyser...  <b>Account #</b>	Avalon Groves Pond #28 Trash R... Avalon Groves CDD Pond #28 Outflow Structure Trash Removal	<b>Proposal Prepared By:</b> Lee Smith  <b>Type Of Work</b> Trash Removal

Steadfast Environmental, LLC. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Technician will pick up and dispose of all trash that is found within the outflow structure of Pond #28 in Avalon Groves.		350.00

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

**Total** \$350.00

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_



# EXHIBIT 4





**From:** James Kenney <Jim.Kenney@down2earthinc.com>  
**Sent:** Thursday, October 12, 2023 4:59 PM  
**To:** Shannon Bernard; Shirley M. Conley  
**Cc:** Barry Jeskewich  
**Subject:** RE: CDD - Avalon Groves Contact [#131]

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Good afternoon,

This afternoon I went behind 3550 Lovegrass to look at the pond and counted 22 dead trees. I also went across the street to the other pond behind 3551 Lovegrass and counted another 22 dead trees.

Thank you,

**Jim Kenney**

Account Manager-Mt Dora

Cell: 352-242-8120

Office: 352-385-7227

[Jim.kenney@down2earthinc.com](mailto:Jim.kenney@down2earthinc.com)

Down To Earth Landscape & Irrigation

27185 CR448A, Mount Dora, FL 32757

[www.DTElandscape.com](http://www.DTElandscape.com)



# EXHIBIT 5



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, September 28, 2023 at 1:01 p.m., at the Serenoa  
6 Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714.

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

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

9 Present and constituting a quorum were:

10 William Tyler Flint (S4)	Board Supervisor, Vice Chair
11 Bill Fife (S1)	Board Supervisor, Assistant Secretary
12 Michael Aube (S3)	Board Supervisor, Assistant Secretary

13 Also present were:

14 Candice Bain (S5) ( <i>via phone</i> )	Board Supervisor, Chair
15 Greg Meath (S2) ( <i>via phone</i> )	Board Supervisor, Assistant Secretary ( <i>joined in-</i> 16 <i>progress</i> )
17 Raymond Lotito	Vesta District Services
18 Jere Earlywine	District Counsel, Kutak Rock LLP
19 Greg Woodcock	District Engineer, Stantec
20 Dana Bryant	Account Manager, Yellowstone Landscape
21 Lee Smith	Account Manager, Steadfast Environmental
22 Zayriliann Lorenzo	Evergreen Lifestyles Management (Serenoa POA)
23 Thomas Prince	Leland Management (Palms at Serenoa HOA)
24	Resident

25 *The following is a summary of the actions taken at the September 26, 2023 Avalon Groves CDD*  
26 *Board of Supervisors Regular Meeting.*

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

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

29 Mr. Aube asked that the agenda numbering be corrected and the packet be re-uploaded to  
30 the website and asked for an additional item be discussed under Item 4 D. Communication  
31 Oversight Visits Problem Resolution by Management Services.

32 There being no additional comments, the next item followed.

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

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

35 1. Exhibit 1: Consideration of Acquisition of Edgemont Improvements  
36 (D.R. Horton)

37 Mr. Earlywine explained these are typical documents that go with the  
38 acquisition of the project improvements. The purpose of the Bond was to  
39 finance the improvements to Edgemont as spelled out in the Engineer’s



40 Report for the Bond issue. The payments will only be made up to the  
41 amount available in the construction account, and only for completed  
42 projects.

- 43 a. Acquisition Request Letter
- 44 b. Corporate Declaration Regarding Costs Paid
- 45 c. Project Engineer's Certificate
- 46 d. District Engineer's Certificate
- 47 e. Contractor Acknowledgment and Release
- 48 f. Professional Acknowledgement and Release
- 49 g. Bill of Sale and Limited Assignment

50 Every right the builder has is transferred to the District for  
51 purposes of the projects' warranties. If there are any issues they  
52 will be corrected through the Maintenance Bond with the County  
53 in the County inspection process.

- 54 h. Bill of Sale (Lake County)

55 The utilities are private and were not financed with the bonds and  
56 but portions of the right of way are conveyed to Lake County.

- 57 i. Special Warranty Deed

58 The Special Warranty Deed accepts the open space (tot lot),  
59 conservation areas, open spaces, landscape area with signs,  
60 landscape wall and fence.

- 61 j. Requisition #1

62 The requisition authorizes the trustee to make a payment from the  
63 construction proceeds – the District payment is limited to the funds  
64 available in the construction account, so the improvements are of a  
65 higher value than the payment.

66 Some construction money is always available immediately and a certain  
67 amount is held back to protect the bond holders. The outstanding balance  
68 will not be released until the project is completed and all lots are sold. If  
69 there are punch list items at project completion, then that balance can be  
70 used to address them. If there are no problems and money remains in the  
71 account after construction completion then it is redirected to Bond  
72 redemption.

- 73 2. Exhibit 2: District Engineer's Inspection Reports

- 74 a. Edgemont Acquisition Review

75 Mr. Woodcock discussed the Edgemont Review. A lot of the  
76 items are minor maintenance. A meeting was held with D.R.  
77 Horton and they will address the items in the next couple of weeks.



78 Mr. Earlywine provided an overview of how Bond funds are budgeted.

79 On a MOTION by Mr. Flint, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board  
80 approved the acceptance of the Acquisition of the Edgemont improvements - as set forth in  
81 substantial form in items a-j – and authorized the payment requisition, for the Avalon Groves  
82 Community Development District.

83 b. Area 4 Review

84 This area was conveyed around 2021 with project completion  
85 resolution being adopted in 2022, however D.R. Horton continues  
86 to build in the area.

87 Mr. Woodcock reviewed the ponds in this area and found some  
88 minor erosion areas, and areas lacking turf. All the items noted in  
89 the report appear to be common maintenance items rather than  
90 warrantee issues. Pricing has been requested for remediation and  
91 proposals will be reviewed against current needs now that the rains  
92 are helping grass to fill in.

93 Mr. Earlywine noted that a lot of Districts will ask their engineer to  
94 complete an annual inspect of all infrastructure to stay up to date  
95 on potential liability issues and possible capital improvement  
96 projects that will need funding. Mr. Woodcock added that the  
97 Water Management District requires certification of stormwater  
98 infrastructure every five years.

99 Mr. Earlywine reviewed the various construction fund balances. Pulte has maxed  
100 out the CDD-eligible items and it was recommended the bond money for the Pulte  
101 section be returned to Bond redemption.

102 On a MOTION by Mr. Flint, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board  
103 authorized staff to direct the Trustee to release the money to redeem Bonds, for the Avalon  
104 Groves Community Development District.

105 3. Exhibit 3: Consideration and Adoption of Resolution 2023-17,  
106 Authorizing Requisitions 3 and 4 From Series 2021 Bonds

107 Bond money for the Forestar section has essentially been paid out when  
108 the stormwater system was conveyed. The first release condition is when  
109 they sell their lots to a builder. This condition has been met and \$48,000  
110 of the bond money has been transferred to the construction fund. The  
111 remaining \$28,000 becomes available once D.R. Horton has completed its  
112 homebuilding. This can be used for construction items if there's any  
113 remaining. The project has been turned over for some time and there's no  
114 opportunity there. The Resolution authorizes payment of the two  
115 requisitions once the conditions are met.



116 On a MOTION by Mr. Aube, SECONDED by Ms. Bain, WITH ALL IN FAVOR, the Board  
117 adopted Resolution 2023-17, Authorizing Requisitions 3 and 4 From Series 2021 Bonds, for the  
118 Avalon Groves Community Development District.

119 Blue Ox should be finishing their intersection project in December and Mr.  
120 Woodcock can review it upon completion.

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

122 1. Exhibit 4: Consideration and Acceptance of Ownership/Maintenance Map  
123 This item was tabled for further revision by the District Engineer in  
124 conjunction with the District Counsel.

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

126 1. Exhibit 5: Field Report – *Vesta District Services*

127 2. Exhibit 6: Aquatic Maintenance Report – *Steadfast Environmental*

128 There is still some concern with trash not being removed from pond 33.

129 a. Exhibit 7: Consideration and Approval of Aquatic Maintenance  
130 Addendum

131 *This item was discussed out of order after Palms at Serenoa HOA*  
132 *Amenity Manager Report.*

133 This item adds the ponds from the recently conveyed areas to the  
134 aquatic maintenance scope. The District's form of contract will be  
135 provided for execution.

136 On a MOTION by Mr. Aube, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board  
137 approved the Addendum to the Aquatic Maintenance Agreement subject to District Counsel  
138 preparing the District's form of agreement, for the Avalon Groves Community Development  
139 District.

140 3. Landscape Maintenance Report – *Dana Bryant, Yellowstone*

141 Irrigation repairs continue from damage by the intersection construction.

142 Mr. Earlywine noted an agreement was in place to allow the District to  
143 collect reimbursement for construction-related damage.

144 The apartment complexes at the other end of Sawgrass Bay Blvd. have  
145 also started construction and irrigation has been affected on that side.

146 Sawgrass palms in the line of sight exiting the clubhouse were addressed.

147 D. Serenoa POA Amenity Manager – *Zayriliann Lorenzo, Evergreen Lifestyles*  
148 *Management*

149 Hog trapping was discussed. Mr. Woodcock cautioned against remediation until hogs  
150 were under control. The Board expressed interest in having a trapper attend a meeting to  
151 provide information on available options.





- 152 E. Palms at Serenoa HOA Amenity Manager – *Shannon Bernard, Leland*  
153 *Management*
- 154 Mr. Earlywine introduced Bennet Davenport who assists him with Avalon Groves.  
155 *The Aquatics Maintenance Addendum was addressed at this point in the meeting.*
- 156 Mr. Aube raised a concern regarding staff reports on site visits and responsiveness to  
157 requests. District Counsel will review the contracts with Vesta District Services and  
158 schedule a meeting with Mr. Aube and Mr. Darin.

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

- 160 A. Exhibit 8: Consideration of Bi-Annual Fence/Monument and Sidewalk (Goldcrest  
161 Loop to Pond 28) Cleaning Proposals – *Previously Presented*
- 162 1. DE Pressure Washing - \$3,575.00  
163 2. Fireman Tom - \$3,148.60  
164 3. Squeegee Squad - \$3,500.00  
165 4. Unashamed Pressure Washing - \$4,800
- 166 District Counsel will provide a rider to cover the District-required terms.

167 On a MOTION by Mr. Fife, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board  
168 approved Fireman Tom’s Pressure Washing proposal, with the addition of the product to mask  
169 the chlorine smell, in the amount of \$3,148.60, for the Avalon Groves Community Development  
170 District.

- 171 B. Discussion on Adding Signage to Identify Villages  
172 District Engineer will work with District Manager to obtain proposals for signage.
- 173 C. Exhibit 9: Consideration of Resolution 2023-18, Amending the FY 2024 Meeting  
174 Schedule.
- 175 Start times for the May and August meetings were changed to 7 p.m.

176 On a MOTION by Mr. Aube, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board  
177 adopted Resolution 2023-18, Amending the FY 2024 Meeting Schedule, for the Avalon Groves  
178 Community Development District.

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

- 180 A. Exhibit 10: Consideration and Approval of the Minutes of the Board of  
181 Supervisors Regular Meeting Held August 23, 2023
- 182 B. Exhibit 11: Consideration and Acceptance of the August 2023 Unaudited Financial  
183 Statements
- 184 C. Exhibit 12: Ratification of Ronald Vail Plumbing Invoice for Required Annual  
185 Backflow Testing - \$267.00



186 On a MOTION by Mr. Fife, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board  
187 approved the Consent Agenda – Items A-C – as presented, for the Avalon Groves Community  
188 Development District.

189 **SIXTH ORDER OF BUSINESS – Audience Comments – New Business**  
190 *(Limited to 3 minutes per individual for agenda items)*

191 A comment was heard regarding assessments and the commercial intersection. Mr.  
192 Earlywine clarified that operations costs are shared across the community. The commercial  
193 parcel is not part of the District’s boundary. Mr. Woodcock will look at the stormwater  
194 system relating to the commercial parcel.

195 **SEVENTH ORDER OF BUSINESS – Supervisors’ Requests** *(Includes Next Meeting Agenda*  
196 *Item Requests)*

197 There being none, the next item followed.

198 **EIGHTH ORDER OF BUSINESS – Exhibit 13: Action Items Summary**

199 Mr. Lotito provided the following summary of the meeting’s action items:

- 200 • Review trapper issue with HOA.
- 201 • Review responses to residence requests.
- 202 • Review site visits to the community with regards to the Field Services  
203 contract.
- 204 • Review staff reports.
- 205 • Obtain proposals for signage for the Villages.
- 206 • Provide an update on who maintains the parking areas and mailboxes in  
207 Village 1 – Ms. Smith noted that they are CDD-maintained, the parking lots  
208 are not part of the right of way. This item was considered completed.

209 **NINTH ORDER OF BUSINESS – Next Meeting Quorum Check:** *October 26, 2023 at 10 a.m.*  
210 *at Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714*

211 Ms. Smith requested the 10 a.m. start time be added to the calendar

212 **TENTH ORDER OF BUSINESS – Adjournment**

213 On a MOTION by Mr. Fife, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board  
214 adjourned the meeting, for the Avalon Groves Community Development District.

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



219 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a**  
220 **publicly noticed meeting held on October 26, 2023.**

221 \_\_\_\_\_  
222 **Signature**

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

223 \_\_\_\_\_  
224 **Printed Name**

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

225 **Title:  Secretary  Assistant Secretary**

**Title:  Chair  Vice Chair**



# EXHIBIT 6



# Avalon Groves Community Development District

Summary Financial Statements  
(Unaudited)

Period Ending  
September 30, 2023



**Avalon Groves Community Development District**  
**Balance Sheet**  
**Unaudited**  
**September 30, 2023**

	GENERAL FUND	2017 (AA1)	2017A-1 (AA2)	2017A-2 (AA2)	2019	2021 AA3	2021 AA1 PH3/4	2022 AA4	Const & Acq	TOTAL
<b>ASSETS:</b>										
CASH	\$ 938,867	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20	\$ 938,887
INVESTMENTS:										
REVENUE FUND	-	45	-	1	-	204	18	-	-	267
CAP INTEREST	-	93	286	0	99	151	85	68	-	783
DS RESERVE	-	184,035	544,685	-	107,891	172,524	98,972	33,403	-	1,141,509
COST OF ISSUANCE	-	-	-	-	13,783	13,564	1,174	(1)	-	28,519
PREPAYMENT ACCOUNT	-	4,094	51,133	0	1,326	130	-	-	-	56,683
SINK FUND	-	58	167	-	6	181	108	51	-	571
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	-	-	-	-	-	-	-	-	3,580	3,580
ACQ. & CONST. 2021	-	-	-	-	-	-	-	-	60,821	60,821
ACQ. & CONST. 2021 3/4	-	-	-	-	-	-	-	-	2,151	2,151
ACQ. & CONST. 2022	-	-	-	-	-	-	-	-	1,899,959	1,899,959
PREPAID ITEMS	-	-	-	-	-	-	-	-	-	-
DUE FROM GF	-	80,156	159,987	-	178,424	(194,461)	284,254	157,734	-	666,093
ON ROLL - RECEIVABLE ASSMT.	126,988	25,404	75,813	-	31,407	50,259	28,798	19,190	-	357,859
ACCOUNTS RECEIVABLE	993	389	2,230	-	926	-	-	-	-	4,538
DEPOSITS	541	-	-	-	-	-	-	-	-	541
<b>TOTAL ASSETS</b>	<b>\$ 1,067,389</b>	<b>294,271</b>	<b>\$ 834,301</b>	<b>\$ 1</b>	<b>333,910</b>	<b>\$ 42,552</b>	<b>413,409</b>	<b>\$ 210,445</b>	<b>\$ 1,966,532</b>	<b>\$ 5,162,812</b>
<b>LIABILITIES:</b>										
ACCOUNTS PAYABLE	\$ 50,281	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,281
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	-	-	-	-	-	-	-	-	-	-
<b>FUND BALANCE:</b>										
NONSPENDABLE:										
PREPAID AND DEPOSITS	541	-	-	-	-	-	-	-	-	541
ASSIGNED:										
OPERATING RESERVES	1,041	-	-	-	-	-	-	-	-	1,041
RESERVES - ROADWAYS	-	-	-	-	-	-	-	-	-	-
UNASSIGNED:	224,440	268,868	758,488	1	302,503	(7,707)	384,611	191,255	1,966,532	4,088,992
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 1,067,389</b>	<b>294,271</b>	<b>\$ 834,301</b>	<b>\$ 1</b>	<b>333,910</b>	<b>\$ 42,552</b>	<b>413,409</b>	<b>\$ 210,445</b>	<b>\$ 1,966,532</b>	<b>\$ 5,162,812</b>



**Avalon Groves Community Development District**  
**Statement of Revenue, Expenditures And Change In Fund Balance**  
**For The Period Ending September 30, 2023**

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE Over / (Under) To Budget
<b>REVENUES</b>				
ON ROLL ASSESSMENTS	\$ 838,110	-	\$ 715,112	\$ (122,998)
DEVELOPER FUNDING OFF ROLL	-	-	95,049	95,049.31
DEVELOPER FUNDING				-
MISCELLANEOUS REVENUE		-	5	5.00
LOT CLOSINGS		-	37,034	37,034.48
<b>TOTAL REVENUES</b>	<b>838,110</b>	<b>-</b>	<b>847,201</b>	<b>\$ 9,091</b>
<b>EXPENDITURES</b>				
<b>GENERAL ADMINISTRATIVE</b>				
DISTRICT MANAGEMENT SERVICES	32,960	2,747	32,960	0
BANK FEES	150	-	-	(150)
AUDITING	3,400	-	-	(3,400)
REGULATORY & PERMIT FEES	175	-	186	11
LEGAL ADVERTISEMENTS	4,000	-	1,968	(2,032)
ENGINEERING SERVICES	12,000	310	12,281	281
LEGAL SERVICES	25,000	5,806	44,621	19,621
TECHNOLOGY & WEBSITE ADMIN.	2,015	-	1,515	(500)
MISCELLANEOUS	1,500	310	5,365	3,865
BOS MEETING	12,000	-	4,800	(7,200)
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>93,200</b>	<b>9,173</b>	<b>103,696</b>	<b>\$ 10,496</b>
<b>INSURANCE</b>				
INSURANCE	12,000	-	25,044	13,044
<b>TOTAL INSURANCE</b>	<b>12,000</b>	<b>-</b>	<b>25,044</b>	<b>\$ 13,044</b>
<b>DEBT SERVICE ADMIN.</b>				
DISCLOSURE REPORT	5,150	-	5,150	-
ARBITRAGE REBATE	1,500	-	650	(850)
TRUSTEE FEES	10,500	-	10,500	-
<b>TOTAL DEBT ADMINISTRATION</b>	<b>17,150</b>	<b>-</b>	<b>16,300</b>	<b>\$ (850)</b>
<b>UTILITIES</b>				
UTILITIES-ELECTRICITY	6,180	1,126	19,745	13,565
STREETLIGHTS	160,800	18,080	215,213	54,413
UTILITY WATER	40,000	1,100	11,793	(28,207)
<b>TOTAL UTILITIES</b>	<b>206,980</b>	<b>20,306</b>	<b>246,751</b>	<b>\$ 39,771</b>
<b>PHYSICAL ENVIRONMENT</b>				
LAKE & POND MAINTENANCE	52,000	2,733	32,801	(19,199)
LANDSCAPE MAINTENANCE	300,000	16,175	288,482	(11,519)
LANDSCAPE - REPLENISHMENT	15,000	16,849	28,730	13,730
WETLAND MITIGATION & MAINTENANCE	37,000	3,000	36,300	(700)
FIELD MANAGEMENT	6,180	515	6,180	-
FIELD CONTINGENCY	28,900	267	5,081	(23,819)
HARDSCAPE REPAIRS & MAINT.	15,000	-	-	(15,000)
STORMWATER REPORTING	25,000	-	-	(25,000)
PORTER SERVICES	10,000	-	-	(10,000)
POND PLANTINGS AND EROSION CONTROL	12,000	-	-	(12,000)
FOUNTAIN REPAIR	2,700	-	-	(2,700)
RESERVE STUDY	5,000	-	-	(5,000)
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>508,780</b>	<b>39,540</b>	<b>397,573</b>	<b>\$ (111,207)</b>
<b>INTEREST EXPENSE</b>				
			-	
<b>TOTAL EXPENDITURES</b>	<b>838,110</b>	<b>69,018</b>	<b>789,365</b>	<b>\$ (48,745)</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>		<b>(69,018)</b>	<b>57,837</b>	
FUND BALANCE - BEGINNING			168,186	
<b>FUND BALANCE - ENDING</b>			<b>\$ 226,022</b>	





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

**For The Period Starting October 1, 2022 Ending September 30, 2023**

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 170,338	\$ 145,323
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)		-
INTEREST	-	8,289
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
LOT CLOSINGS	-	39,648
<b>TOTAL REVENUE</b>	<b>170,338</b>	<b>193,260</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES	-	-
INTEREST EXPENSE		
NOVEMBER 1, 2022	64,231	63,531
MAY 1, 2023	63,231	63,531
PRINCIPAL RETIREMENT		
MAY 1, 2023	40,000	40,000
<b>TOTAL EXPENDITURES</b>	<b>167,462</b>	<b>167,063</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	2,876	26,198
TRANSFER IN		-
TRANSFER OUT		-
FUND BALANCE - BEGINNING		242,670
<b>FUND BALANCE - ENDING</b>	<b>\$ 2,876</b>	<b>\$ 268,868</b>



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

**For The Period Starting October 1, 2022 Ending September 30, 2023**

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 508,350	\$ 482,477
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)		-
INTEREST	-	23,260
MISCELLANEOUS REVENUE	-	-
PREPAYMENT	-	-
<b>TOTAL REVENUE</b>	<b>508,350</b>	<b>505,737</b>
<b>EXPENDITURES</b>		
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
<b>TOTAL EXPENDITURES</b>	<b>507,203</b>	<b>509,430</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	1,147	(3,693)
TRANSFER IN		-
TRANSFER OUT		
FUND BALANCE - BEGINNING		762,181
<b>FUND BALANCE - ENDING</b>	<b>\$ 1,147</b>	<b>\$ 758,488</b>



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

**For The Period Starting October 1, 2022 Ending September 30, 2023**

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



# Avalon Groves Community Development District

## SERIES 2019

**For The Period Starting October 1, 2022 Ending September 30, 2023**

	<b>FY2022 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 210,594	180,113
LOT CLOSINGS DR HORTON		
INTEREST	-	5,259
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
MISC. REVENUE	-	-
<b>TOTAL REVENUE</b>	<b>210,594</b>	<b>185,372</b>
<b>EXPENDITURES</b>		
PREPAYMENT REDEMPTION	-	10,000
INTEREST EXPENSE		
NOVEMBER 1, 2022	68,715	69,888
MAY 1, 2023	68,715	68,503
PRINCIPAL RETIREMENT		-
MAY 1, 2022	70,000	70,000
<b>TOTAL EXPENDITURES</b>	<b>207,430</b>	<b>218,390</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	3,164	(33,018)
TRANSFER IN		
TRANSFER OUT		(2,297)
FUND BALANCE - BEGINNING		337,818
<b>FUND BALANCE - ENDING</b>	<b>\$ 3,164.00</b>	<b>302,503</b>



**Avalon Groves Community Development District**  
**SERIES 2021 AA3**

**For The Period Starting October 1, 2022 Ending September 30, 2023**

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON ROLL	\$ 337,000	286,741
SPECIAL ASSESSMENTS - OFF ROLL	-	-
INTEREST	-	8,282
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
PREPAYMENT	-	-
<b>TOTAL REVENUE</b>	<b>337,000</b>	<b>295,023</b>
 <b>EXPENDITURES</b>		
PREPAYMENT REDEMPTION		25,000
INTEREST EXPENSE		
NOVEMBER 1, 2022	103,238	104,722
MAY 1, 2023	104,722	104,353
PRINCIPAL RETIREMENT		
MAY 1, 2022	125,000	125,000
<b>TOTAL EXPENDITURES</b>	<b>332,960</b>	<b>359,075</b>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	 4,040	 (64,052)
TRANSFER IN		130
TRANSFER OUT		(3,786)
FUND BALANCE - BEGINNING		60,001
<b>FUND BALANCE - ENDING</b>	<b>\$ 4,040.00</b>	<b>\$ (7,707)</b>





# Avalon Groves Community Development District

## SERIES 2021 AA1 PH 3/4

For The Period Starting October 1, 2022 Ending September 30, 2023

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON ROLL	\$ 193,100	\$ 164,302
SPECIAL ASSESSMENTS - OFF ROLL	-	177,139
LOT CLOSINGS		38,500
INTEREST	-	4,639
LESS: DISCOUNT ASSESSMENTS (4%)		-
PREPAYMENT	-	-
<b>TOTAL REVENUE</b>	<b>193,100</b>	<b>384,579</b>
<b>EXPENDITURES</b>		
PREPAYMENT REDEMPTION		-
INTEREST EXPENSE		
NOVEMBER 1, 2022	58,056	58,056
MAY 1, 2023	57,213	58,056
PRINCIPAL RETIREMENT		
MAY 1, 2022	75,000	75,000
<b>TOTAL EXPENDITURES</b>	<b>190,269</b>	<b>191,113</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	2,831	193,467
TRANSFER IN		-
TRANSFER OUT		(2,096)
FUND BALANCE - BEGINNING		193,240
<b>FUND BALANCE - ENDING</b>	<b>\$ 2,831.00</b>	<b>384,611</b>



# Avalon Groves Community Development District

## SERIES 2022 AA4

For The Period Starting October 1, 2022 Ending September 30, 2023

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUE</b>		
SPECIAL ASSESSMENTS - ON ROLL	\$ 128,675	109,485
SPECIAL ASSESSMENTS - OFF ROLL	-	128,674
INTEREST	-	1,713
LESS: DISCOUNT ASSESSMENTS (4%)		
PREPAYMENT	-	-
<b>TOTAL REVENUE</b>	<b>128,675</b>	<b>239,872</b>
<b>EXPENDITURES</b>		
COUNTY - ASSESSMENT COLLECTION FEES		-
INTEREST EXPENSE		
NOVEMBER 1, 2022	46,038	46,549
MAY 1, 2023	45,338	46,038
PRINCIPAL RETIREMENT		
MAY 1, 2022	35,000	35,000
<b>TOTAL EXPENDITURES</b>	<b>126,376</b>	<b>127,587</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>2,299</b>	<b>112,285</b>
TRANSFER IN		
TRANSFER OUT		(130)
FUND BALANCE - BEGINNING		79,248
<b>FUND BALANCE - ENDING</b>	<b>\$ 2,299.00</b>	<b>\$ 191,403</b>



**Avalon Groves Community Development District**  
**Construction In Progress 2019**  
**Statement of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 Ending September 30, 2023**

	<u>ACTUAL</u> <u>YEAR-TO-DATE</u>
<b>REVENUES</b>	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	102
<b>TOTAL REVENUES</b>	<u>102</u>
 <b>EXPENDITURES</b>	
REQUISITIONS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	<u>-</u>
 <b>TOTAL EXPENDITURES</b>	<u>-</u>
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>102</b>
TRANSFER IN	2,297
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,180
 <b>FUND BALANCE - ENDING</b>	 <u><u>\$ 3,580</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 September 30, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUES</b>	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	2,432
<b>TOTAL REVENUES</b>	<b>2,432</b>
 <b>EXPENDITURES</b>	
DISSEMINATION AGENT	
TRUST FUND ACCOUNTING	-
ARBITRAGE	
<b>TOTAL DEBT ADMINISTRATION</b>	
TRUSTEE FEES	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	-
REQUISITIONS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	-
 <b>CAPITAL OUTLAY</b>	
CAPITAL OUTLAY - BOAT DOCK	
CAPITAL OUTLAY - OTHER	
<b>TOTAL RESERVES</b>	-
 <b>TOTAL EXPENDITURES</b>	-
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>2,432</b>
TRANSFER IN	3,786
TRANSFER OUT	(130)
FUND BALANCE - BEGINNING	54,733
 <b>FUND BALANCE - ENDING</b>	<b>\$ 60,821</b>



**Avalon Groves Community Development District**  
**Construction 2021 3/4**  
**Statement of Revenue, Expenditures And Changes In Fund Balance**  
**For The Period Starting October 1, 2022 Ending September 30, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUES</b>	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	53
<b>TOTAL REVENUES</b>	<b>53</b>
 <b>EXPENDITURES</b>	
DISSEMINATION AGENT	
TRUST FUND ACCOUNTING	-
ARBITRAGE	
<b>TOTAL DEBT ADMINISTRATION</b>	
TRUSTEE FEES	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	-
REQUISITIONS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	-
 <b>CAPITAL OUTLAY</b>	
CAPITAL OUTLAY - BOAT DOCK	
CAPITAL OUTLAY - OTHER	
<b>TOTAL RESERVES</b>	-
 <b>TOTAL EXPENDITURES</b>	-
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>53</b>
TRANSFER IN	2,096
TRANSFER OUT	-
FUND BALANCE - BEGINNING	7
 <b>FUND BALANCE - ENDING</b>	<b>\$ 2,157</b>





**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 September 30, 2023**

	<b>ACTUAL YEAR-TO-DATE</b>
<b>REVENUES</b>	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	78,133
<b>TOTAL REVENUES</b>	<b>78,133</b>
<b>EXPENDITURES</b>	
DISSEMINATION AGENT	
TRUST FUND ACCOUNTING	-
ARBITRAGE	
<b>TOTAL DEBT ADMINISTRATION</b>	
TRUSTEE FEES	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	-
REQUISITIONS	-
TRUSTEE FEES	-
<b>TOTAL EXPENSE</b>	-
<b>CAPITAL OUTLAY</b>	
CAPITAL OUTLAY - BOAT DOCK	
CAPITAL OUTLAY - OTHER	
<b>TOTAL RESERVES</b>	-
<b>TOTAL EXPENDITURES</b>	-
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>78,133</b>
TRANSFER IN	130
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,821,695
<b>FUND BALANCE - ENDING</b>	<b>\$ 1,899,959</b>



**Avalon Groves Community Development District**  
**Bank Reconciliation**  
**September 30, 2023**

	<u>BU</u>
Balance Per Bank Statement	\$ 945,470.28
Less: Outstanding AP Checks	(6,583.11)
<b><i>Adjusted Bank Balance</i></b>	<b><u><u>\$ 938,887.17</u></u></b>
Beginning Bank Balance Per Books	\$ 1,008,416.97
Deposits & Interest	-
Cash Disbursements	(69,529.80)
<b><i>Balance Per Books</i></b>	<b><u><u>\$ 938,887.17</u></u></b>



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

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
<b>10/1/2022</b>	<b>EOY</b>		<b>Balance</b>	<b>-</b>	<b>-</b>	<b>548,162.78</b>
10/01/2022	1590	Egis Insurance and Risk Advisors	Insurance FY 10/1/22 - 10/1/23 Policy # 100122288		25,044.00	523,118.78
10/04/2022	ACH1100422	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 8/16-9/15/22		36.26	523,082.52
10/04/2022	ACH2100422	SECO Energy	17325 Sawgrass Bay Blvd 08/16-09/15/22		393.45	522,689.07
10/04/2022	ACH3100422	SECO Energy	17052 Basswood Lane 08/16/22-09/15/22		35.68	522,653.39
10/04/2022	ACH4100422	SECO Energy	17650 Sawgrass Bay Blvd 08/16/22-09/15/22		180.37	522,473.02
10/04/2022	100028	KE Law Group, PLLC	Invoice: 4041 (Reference: General Matters. )		519,639.02	519,639.02
10/04/2022	100029	Clean Star Services	Invoice: 8131 (Reference: Monthly Services. )		310.00	519,329.02
10/04/2022	100030	Yellowstone Landscape	Invoice: OS 430772 ( )		2,750.00	516,579.02
10/05/2022	10522ACH1	Sunshine Water Services	Butterfly Pea Cl Cul-De-Sac 7/21-8/18		33.32	516,545.70
10/05/2022	10522ACH2	Sunshine Water Services	Goldcrest Loop Playground 7/21-8/18		12.71	516,532.99
10/05/2022	10522ACH3	Sunshine Water Services	Basswood Ln Island Irrigation 7/21/22 - 8/18/22		840.85	515,692.14
10/06/2022	100031	Greenberg Traurig, P.A.	Invoice: 1000067896 (Reference: Post Closing Costs. )		203.30	515,488.84
10/06/2022	100032	Inersync	Invoice: 20721 (Reference: Website Services. )		1,515.00	513,973.84
10/06/2022	100033	Steadfast Environmental, LLC	Invoice: SE-21546 (Reference: Routine Aquatic Maintenance. )		2,733.41	511,240.43
10/11/2022	100034	Yellowstone Landscape	Invoice: OS 437574 (Reference: Mowing the Palms of Serenoa Ponds 9/21. ) Invoice: OS 437560 (R...		5,500.00	505,740.43
10/13/2022			Deposit	18,497.16		524,237.59
10/13/2022			Deposit	9,710.82		533,948.41
10/13/2022			Deposit	15,741.00		549,689.41
10/13/2022			Deposit	4,110.00		553,799.41
10/14/2022	100035	BIO-TECH CONSULTING, INC.	Invoice: 169768 (Reference: Quarterly Maintenance. )		3,000.00	550,799.41
10/14/2022	100036	Fountain Design Group, Inc.	Invoice: 28237A ( )		175.00	550,624.41
10/14/2022	100037	Yellowstone Landscape	Invoice: OS 443280 (Reference: Monthly Landscape Maintenance October 2022. )		16,174.99	534,449.42
10/19/2022	100038	DPFG MANAGEMENT AND CONSULTING, LLC	Invoice: 403418 (Reference: Professional Management Services: September board meeting. )		4,000.00	530,449.42
10/19/2022	100039	Heidt Design	Invoice: 45734 (Reference: Engineering Services. )		1,680.00	528,769.42
10/19/2022	100040	HV Solar Lighting	Invoice: 17 (Reference: 244 Streetlights, Installed 68 lights. )		17,643.20	511,126.22
10/19/2022	100041	Clean Star Services	Invoice: 8326 (Reference: Monthly Services trash. )		310.00	510,816.22
10/21/2022			Deposit	22,237.54		533,053.76
10/31/2022	ACH1103122	Sunshine Water Services	Goldcrest Loop Playground 08/18-9/22/22		12.68	533,041.08
10/31/2022	ACH2103122	Sunshine Water Services	Butterfly Pea Cl Cul-De-Sac 08/18-09/22/22		38.84	533,002.24
10/31/2022	ACH3103122	Sunshine Water Services	Basswood Ln Island Irrigation 8/18/22 -9/22/22		978.85	532,023.39
10/31/2022	1593	Candice Smith	BOS MTG 10/27/22		200.00	531,823.39
10/31/2022	1594	Michael W. Aube	BOS MTG 10/27/22		200.00	531,623.39
10/31/2022			Deposit	89,331.17		620,954.56
10/31/2022	10/31/22	Avalon Groves CDD	Tax collection funds to be sent for DS Nov 1 Payment		441,522.59	179,431.97
<b>10/31/2022</b>				<b>159,627.69</b>	<b>528,358.50</b>	<b>179,431.97</b>
11/01/2022	100042	BIO-TECH CONSULTING, INC.	Invoice: 170217 (Reference: Wetland Mitigation. )		2,000.00	177,431.97
11/01/2022	100043	DPFG MANAGEMENT AND CONSULTING, LLC	Invoice: 403534 (Reference: Dissemination Agent. ) Invoice: 403503 (Reference: Monthly contrac...		8,411.67	169,020.30
11/01/2022	100044	KE Law Group, PLLC	Invoice: 4564 (Reference: General Matters. )		6,707.75	162,312.55
11/01/2022	100045	Yellowstone Landscape	Invoice: OS 446557 (Reference: Pond Mowing. ) Invoice: OS 446556 (Reference: Mowing the Palms...		4,051.41	158,261.14
11/02/2022	ACH1110222	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 9/15-10/14/22		35.70	158,225.44
11/02/2022	ACH2110222	SECO Energy	17650 Sawgrass Bay Blvd 9/15-10/14		93.46	158,131.98
11/02/2022	ACH3110222	SECO Energy	17052 Basswood Lane 9/15-10/14		34.36	158,097.62
11/02/2022	ACH4110222	SECO Energy	17325 Sawgrass Bay Blvd 09/14-10/14/22		315.18	157,782.44
11/04/2022	100046	Yellowstone Landscape	Invoice: OS 451686 (Reference: Monthly Landscape Maintenance November 2022. )		16,174.98	141,607.46
11/04/2022	100047	Clean Star Services	Invoice: 7778 (Reference: Monthly Trash Service. )		310.00	141,297.46
11/08/2022			Deposit	5,540.13		146,837.59
11/09/2022	100048	Steadfast Environmental, LLC	Invoice: SE-21639 (Reference: Routine Aquatic Maintenance. )		2,733.41	144,104.18
11/14/2022	100049	Heidt Design	Invoice: 46022 (Reference: Engineering Services. )		5,500.00	138,604.18
11/15/2022	100050	Orlando Sentinel	Invoice: 062899005000 (Reference: Meeting Dates Fiscal Yr 2022 - 2023. )		484.25	138,119.93
11/18/2022	1595	DEPT OF ECONOMIC OPPORTUNITY	FY 2022/2023 Special District Fee Invoice/Update Form		175.00	137,944.93
11/18/2022	100051	DPFG MANAGEMENT AND CONSULTING, LLC	Invoice: 404410 (Reference: Monthly contracted management fees. )		3,261.67	134,683.26
11/18/2022	111822ACH1	SECO Energy	16920 Sawgrass Bay Blvd 9/28/22 - 10/28/22		300.00	134,383.26
11/18/2022	111822ACH2	SECO Energy	16920 Sawgrass Bay Blvd 9/28/22 - 10/28/22		317.68	134,065.58
11/23/2022			Deposit	102,377.32		236,442.90
11/29/2022	ACH1112922	Sunshine Water Services	Goldcrest Loop Playground 09/18-10/24/22		12.65	236,430.25
11/29/2022	ACH2112922	Sunshine Water Services	Basswood Ln Island Irrigation 9/22/22 -10/24/22		901.45	235,528.80
11/29/2022	ACH112922	Sunshine Water Services	Butterfly Pea Cl Cul-De-Sac 09/22-10/24/22		35.93	235,492.87
11/30/2022	100052	Clean Star Services	Invoice: 8539 (Reference: Monthly Services trash. )		310.00	235,182.87
<b>11/30/2022</b>				<b>107,917.45</b>	<b>52,166.55</b>	<b>235,182.87</b>
12/01/2022	ACH1120122	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 10/14-11/14/22		37.10	235,145.77
12/01/2022	ACH2120122	SECO Energy	17325 Sawgrass Bay Blvd 10/14-11/14/22		347.57	234,798.20
12/01/2022	ACH120122	SECO Energy	17650 Sawgrass Bay Blvd 10/14-11/14		49.70	234,748.50
12/01/2022	12122ACH1	SECO Energy	17052 Basswood Lane 10/14 - 11/14/22		36.72	234,711.78
12/06/2022	100053	Yellowstone Landscape	Invoice: OS 464574 (Reference: Monthly Landscape Maintenance December 2022. )		16,174.99	218,536.79
12/06/2022	100054	Steadfast Environmental, LLC	Invoice: SE-21729 (Reference: Routine Aquatic Maintenance. )		2,733.41	215,803.38
12/07/2022			Deposit	151,328.44		367,131.82
12/12/2022	100055	HV Solar Lighting	Invoice: 20 (Reference: Light Installation. ) Invoice: 21 (Reference: Light Installation. )		35,286.40	331,845.42
12/13/2022	1596	Candice Smith	BOS MTG 12/8/22		200.00	331,645.42
12/13/2022	1597	Michael W. Aube	BOS MTG 12/8/22		200.00	331,445.42
12/13/2022	100056	DPFG MANAGEMENT AND CONSULTING, LLC	Invoice: 405537 (Reference: Nov billable expenses - Postage. )		16.60	331,428.82
12/14/2022			Deposit	1,223,577.59		1,555,006.41
12/15/2022	121522ACH1	SECO Energy	16920 Sawgrass Bay Blvd 10/28/22 - 11/29/22		455.17	1,554,551.24
12/15/2022	121522ACH2	SECO Energy	16920 Sawgrass Bay Blvd 10/28/22 - 11/29/22		400.00	1,554,151.24
12/19/2022	100057	DPFG MANAGEMENT AND CONSULTING, LLC	Invoice: 405568 (Reference: Monthly contracted management fees. )		3,261.67	1,550,889.57
12/22/2022	100058	Yellowstone Landscape	Invoice: OS 471675 (Reference: Mowing the Palms of Serenoa Ponds 11/14. ) Invoice: OS 471674 (...)		5,178.48	1,545,711.09
12/27/2022			Deposit	412,128.98		1,957,840.07
12/28/2022	1598	DPFG MANAGEMENT AND CONSULTING, LLC	Vail Pumping- Backflow Testing		732.00	1,957,108.07
12/28/2022	100059	BIO-TECH CONSULTING, INC.	Invoice: 170734 (Reference: Quarterly Maintenance. )		3,000.00	1,954,108.07
12/28/2022	100060	KE Law Group, PLLC	Invoice: 4895 (Reference: General Matters. )		8,417.97	1,945,690.10
12/28/2022	100061	Clean Star Services	Invoice: 8773 (Reference: Monthly Services trash collect. )		310.00	1,945,380.10
12/30/2022	ACH1123022	SECO Energy	17650 Sawgrass Bay Blvd 11/14-12/13		37.96	1,945,342.14
12/30/2022	ACH2123022	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 11/14-12/13/22		35.70	1,945,306.44
12/30/2022	ACH3123022	SECO Energy	17325 Sawgrass Bay Blvd 11/14-12/13/22		392.78	1,944,913.66
12/30/2022	123022ACH1	SECO Energy	17052 Basswood Lane 11/14/22 - 12/13/22		34.36	1,944,879.30
<b>12/31/2022</b>				<b>1,787,035.01</b>	<b>77,338.58</b>	<b>1,944,879.30</b>
01/02/2023	ACH1010223	Sunshine Water Services	Basswood Ln Island Irrigation 10/24/22 -11/21/22		851.05	1,944,028.25
01/02/2023	ACH2010223	Sunshine Water Services	Butterfly Pea Cl Cul-De-Sac 10/24-11/21/22		30.32	1,943,997.93
01/02/2023	ACH3010223	Sunshine Water Services	Goldcrest Loop Playground 10/24-11/21/22		13.88	1,943,984.05
01/06/2023	100062	Frieman Tom's Pressure Washing Co.	Invoice: 221223-01 (Reference: Pressure Washing. )		1,548.60	1,942,435.45
01/06/2023	100063	Heidt Design	Invoice: 45423 (Reference: 8/31/22 Engineering Services. )		1,091.25	1,941,344.20
01/06/2023	100064	Steadfast Environmental, LLC	Invoice: SE-21840 (Reference: Routine Aquatic Maintenance. )		2,733.41	1,938,610.79
01/06/2023	100065	Yellowstone Landscape	Invoice: OS 473848 (Reference: Monthly Landscape Maintenance January 2023. )		16,174.98	1,922,435.81
01/06/2023	100066	HV Solar Lighting	Invoice: 23 (Reference: Light Installation. )		17,643.20	1,904,792.61
01/06/2023	1599	DHI Title of Florida	Return Funds: 3481 Yellowtop Loop, Clermont, FL 34714		1,157.92	1,903,634.69
01/09/2023	1600	William Tyler Flint	BOS MTG 12/8/22		200.00	1,903,434.69
01/09/2023	100067	Fountain Design Group, Inc.	Invoice: 28997A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN. )		175.00	1,903,259.69
01/09/2023	100068	Stantec Consulting Services, Inc	Invoice: 2002472 (Reference: Professional Services. )		4,900.00	1,898,359.69
01/10/2023	11023ACH1	SECO Energy	FY 9/30/2022 - 16920 Sawgrass Bay Blvd 8/30/22 - 9/28/22		499.38	1,897,860.31
01/17/2023			Deposit	35,653.04		1,933,513.35
01/20/2023	100069	DPFG MANAGEMENT AND CONSULTING, LLC	Invoice: 406423 (Reference: USPS - Postage. ) Invoice: 406476 (Reference: Monthly contracted m...		3,266.27	1,930,247.08
01/20/2023	100070	KE Law Group, PLLC	Invoice: 5171 (Reference: General Matters. )		1,615.50	1,928,631.58

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

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
01/24/2023	12423ACH1	SECO Energy	16920 Sawgrass Bay Blvd 11/29/22 - 12/28/22		729.96	1,927,901.62
01/25/2023			Deposit	5,450.96		1,933,352.58
01/25/2023	12523ACH1	SECO Energy	16920 Sawgrass Bay Blvd Payment #1		813.63	1,932,538.95
01/27/2023			Deposit	48,169.80		1,980,708.75
01/30/2023	100071	Clean Star Services	Invoice: 8956 (Reference: Trash Collection. )		310.00	1,980,398.75
01/30/2023	100072	BIO-TECH CONSULTING, INC.	Invoice: 170689 (Reference: Collector Road - Mitigation. ) Invoice: 170746 (Reference: Phase 1...		3,000.00	1,977,398.75
<b>01/31/2023</b>				<b>89,273.80</b>	<b>56,754.35</b>	<b>1,977,398.75</b>
02/01/2023	ACH1020123	Sunshine Water Services	Goldcrest Loop Playground 11/21-12/20/22		12.65	1,977,386.10
02/01/2023	ACH2020123	Sunshine Water Services	Butterfly Pea Ct 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
02/02/2023	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. )		2,125.00	2,247,461.86
02/21/2023	100081	Yellowstone Landscape	Invoice: OS 488407 (Reference: Landscape Enhancement. )		1,000.00	2,246,461.86
02/21/2023	100082	HV Solar Lighting	Invoice: 40 (Reference: Streetlight Installation. )		18,080.00	2,228,381.86
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
<b>02/28/2023</b>				<b>295,599.05</b>	<b>50,549.35</b>	<b>2,222,448.45</b>
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 Ct 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. )		1,771.50	2,174,138.83
03/22/2023	322ACH1	SECO Energy	16920 Sawgrass Bay Blvd 1/27/23 - 2/27/23		744.00	2,173,394.83
03/22/2023	322ACH2	SECO Energy	16920 Sawgrass Bay Blvd Payment #3		813.63	2,172,581.20
03/23/2023	100094	Yellowstone Landscape	Invoice: OS 502092 (Reference: Mulch Install. Check Stub Notes: Mulch install. )		27,500.00	2,145,081.20
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
<b>03/31/2023</b>				<b>14,535.76</b>	<b>99,000.76</b>	<b>2,137,983.45</b>
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 Ct 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: 29838A (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 514008 (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: 409331 (Reference: Monthly contracted management fees. ) Invoice: 409286 (Reference: ...		3,266.45	1,203,464.05
<b>04/30/2023</b>				<b>25,347.49</b>	<b>959,866.89</b>	<b>1,203,464.05</b>
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 Ct 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			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



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

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
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
05/18/2023	0518ACH1	SECO Energy	16920 Sawgrass Bay Blvd 3/28/23 - 4/28/23		561.00	1,150,111.22
05/18/2023	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. )		2,449.35	1,146,848.24
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: Landsc...		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
<b>05/31/2023</b>				<b>16,152.20</b>	<b>83,502.29</b>	<b>1,136,113.96</b>
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
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 03/22-04/22/23		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 Cl Cul-De-Sac 3/22-4/21/23		19.60	1,134,493.75
06/09/2023			Deposit	5,514.17		1,140,007.92
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
<b>06/30/2023</b>				<b>24,212.76</b>	<b>67,268.52</b>	<b>1,093,058.20</b>
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 Cl 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
<b>7/31/2023</b>				<b>-</b>	<b>51,418.70</b>	<b>1,041,639.50</b>
08/01/2023	1ACH080123	Sunshine Water Services	Butterfly Pea Cl 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 564416 (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: 411644 (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
<b>8/30/2023</b>				<b>41,852.08</b>	<b>75,094.61</b>	<b>1,008,396.97</b>

# EXHIBIT 7



**RULES OF PROCEDURE  
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF October 28, 2021**

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**Rule 1.0      General.**

- (1) The Avalon Groves Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.



**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable



to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.



- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

**Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
  
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing or workshop of the Board. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (321) 263-0132. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
  - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”



- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment



- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and



published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.



**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.



**Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
  
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
  
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing





by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

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

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.



**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.





- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds



that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.



- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.



- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.



**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
  
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the



right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.





- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (5) Competitive Negotiation.
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
  - (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
  - (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
  - (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.



### **Rule 3.2 Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:



- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee



determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
  
- (7) Board Selection of Auditor.
  - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
  - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.





**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase



insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 112.08, Fla. Stat.



### **Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or



responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.



(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
  - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.





**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.



- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in



accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
  
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
  
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.



**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
  
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
  
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:



1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if **the proposals are too high**, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the



Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.



**Rule 3.7 Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

**Law Implemented:** § 255.05, Fla. Stat.



**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;



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

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

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

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



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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct



purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.



**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;



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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
  
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.



**Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,



3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;



- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 190.033, Fla. Stat.





**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 20\_\_, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.



# EXHIBIT 8



**AVALON GROVES CDD  
CONTRACT RENEWAL SUMMARY**

<b>FINANCIAL STATEMENT CATEGORY</b>	<b>VENDOR</b>	<b>Renewal</b>
DISTRICT MANAGEMENT SERVICES	Vesta	<b>Auto renews 10/1</b>
DISTRICT ACCOUNTING SERVICES	Vesta	<b>Included with Mgmt Contract - renews 10/1</b>
AUDITING SERVICES	DMHB	(Audit due 180 days after FY ends) <b>Engaged through FY 23</b>
ENGINEERING SERVICES	Stantec	<b>Ongoing until termination</b>
LEGAL SERVICES	Kutak Rock	<b>Ongoing until termination</b>
TECHNOLOGY & WEBSITE ADMINISTRATIO	Campus Suite	<b>Annual payment - Ongoing until termination</b>
INSURANCE	Egis	<b>New policy accepted prior to coverage start date 10/1</b>
DISCLOSURE REPORT	Vesta	<b>Included with Mgmt Contract - renews 10/1</b>
ARBITRAGE REBATE	LLS Tax Solutions	Current engagement for Series 2017A-1 & 2017A-2 bonds through <b>March 31, 2024</b>
STREETLIGHTS	HV Solar Lighting (Recovered Energy Technologies)	<b>20-yr agreement w/amendments end c. 4/2/2039</b>
LAKE & POND MAINTENANCE	Steadfast Environmental	<b>Auto renews 10/1</b>
LANDSCAPE MAINTENANCE	Down to Earth	<b>Auto renews 10/1</b>
WETLAND MITIGATION & MONITORING	BioTech Consulting	<b>Auto renews 10/1</b> for duration of permit requirements [5 yrs] <b>Most recent engagement will end 2028</b>
FIELD MANAGEMENT	Vesta	<b>Auto renews 10/1</b>
PORTER SERVICES	Clean Star Services	<b>No contract, billed monthly - ongoing until termination</b>
FOUNTAIN REPAIR	Cascade Fountains	<b>Ongoing until termination</b>



# EXHIBIT 9



## PROFESSIONAL FIELD SERVICES AGREEMENT

**THIS PROFESSIONAL FIELD SERVICES AGREEMENT (“Agreement”)** is made effective as of the 1st day of October, 2022, by and between:

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o DPFM Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

**DPFG MANAGEMENT & CONSULTING, LLC**, a Florida limited liability company, and whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**Consultant**”).

1. **PURPOSE; SCOPE OF SERVICES:** The purpose of this Agreement is for the Consultant to provide professional field services to the District pursuant to Chapter 190, Florida Statutes. A detailed description of these services is provided below and in **Exhibit A**. All persons performing the Services will be employees of the Consultant. Consultant and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

- a. **STANDARD ON-GOING SERVICES.** The Consultant shall provide the following standard on-going services (“**Services**”) to the District on a monthly basis, pursuant to this Agreement and as set forth in **Exhibit A**.
- i. Perform two (2) site visits per month for the purpose of inspecting landscape and pond maintenance to ensure oversight of onsite contractors and compliance with the District’s agreements with District vendors and contractors; and
  - ii. Provide the District with one (1) monthly written report (“**Field Services Report**”), which shall be provided in the District’s agenda package and include, among other things, recommended action items; and
  - iii. Upon request of the District, attend monthly District meetings in person or via phone to review the Field Services Report; and
  - iv. Notify contractors about deficiencies in service or need for additional care; and
  - v. Monitor the progress of contractors in accordance with scope of work provided in contracts with the District, which may be amended from time to time; and
  - vi. Provide input for preparation of the District’s annual budget; and
  - vii. Upon request, prepare and develop a scope of services for field services proposals and oversee bidding process; and



viii. Obtain field services proposals as requested by the District and provide them to the District Manager.

- b. **ADDITIONAL SERVICES.** In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered "**Additional Services.**" If any Additional Services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Consultant shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Consultant.

2. **TERM.** The Consultant's Services as provided in this Agreement shall commence upon execution of this Agreement, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew annually thereafter unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Agreement are firm and that the Consultant may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

3. **FEES AND EXPENSES; PAYMENT TERMS.**

a. **FEES AND EXPENSES.**

i. A schedule of fees for the Services described in this Agreement is shown in **Exhibit A** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit A**. For purposes of the Consultant's compensation for services provided pursuant to this Agreement, the District shall compensate the Consultant only for those services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.

ii. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses.

iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee



amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

iv. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

b. **PAYMENT TERMS.**

i. **Standard On-going Services.** Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.

ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 1 will be billed monthly on an hourly basis for the hours incurred at the Consultant's then-current hourly rate.

iii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Consultant will be billed monthly as incurred.

iv. The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 *Florida Statutes*. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

4. **PROTECTION OF PROPERTY.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

5. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal





counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

6. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

7. **TERMINATION.** Either party may terminate this Agreement for cause immediately upon written notice to the other party, or without cause, and for any or no reason, upon thirty (30) days' written notice to the other party. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

8. **INDEMNIFICATION.**

- a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, *Florida Statutes*), and except and to the extent caused by the negligent, reckless or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, *Florida Statutes*, or any other law, including to the extent that the Consultant may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.
- b. **CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.



- c. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

9. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law.

10. **INSURANCE.**

- a. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
  - vi. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- c. Except with respect to Professional Liability, Employment Practices Liability Insurance, and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days' written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- d. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's



obtaining the required insurance.

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT LKRAUSE@DPFGMC.COM, OR BY REGULAR MAIL AT C/O DPFM MANAGEMENT & CONSULTING, LLC, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

12. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties as follows:

**If to the District:** Avalon Groves Community Development District  
c/o DPFM Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, FL 32303  
Attn: District Counsel



**If to the Consultant:**

DPFG Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

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

13. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Consultant.

14. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

15. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

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

17. **MERGER PROVISION.** This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

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

19. **ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.



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

21. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

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

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

24. **E-VERIFY.** The Consultant, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

25. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

26. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly



waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

27. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Agreement.

*(Remainder of this page is left blank intentionally)*



Therefore, the Consultant and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**DPFG MANAGEMENT & CONSULTING, LLC**



By: Howard McGaffney  
Its: Vice President

**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**



By: CANDICE SMITH  
Its: CHAIRMAN

**Exhibit A – Scope of Services/Consultant’s Proposal**





## EXHIBIT A

### Scope of Services/Consultant's Proposal

Consultant shall provide monthly field services, including:

1. Facilitate and assist with obtaining proposals for the maintenance of the District property and facilities; and
2. Coordination and oversight of maintenance services for the District property and facilities; and
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications; and
4. Conduct maintenance inspections of the District property and facilities, including all District landscaping and irrigation areas, conservation areas, stormwater ponds, and other facilities and property; and
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices; and
6. Interface with vendors regarding deficiencies in service or need for additional services; and
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager; and
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the District property and facilities, or as required under applicable government permits; and
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property; and
10. Assist with preparation of operations budget for District property and facilities; and
11. Promptly respond to and address all landowner requests, concerns and questions; and
12. Attend monthly District meetings and provide a monthly report of District needs related to the site.

*[Continues on next page]*



EXHIBIT A (continued)



**Avalon Groves Community Development District  
Attention Candice Smith  
Chairperson-Avalon Groves CDD**

**DPFG Management & Consulting, LLC  
250 International Parkway, Ste. 208  
Lake Mary, Florida 32746**

**Re: Avalon Groves Community Development District – Updated Fee Schedule for Field Services**

**October 25, 2022**

**Dear Madam Chair:**

On behalf of DPFG Management and Consulting., it is our pleasure to submit the following Updated Fee Schedule for **Field Services** to Avalon Groves Community Development District.

DPFG Management & Consulting, offers to continue providing Field Services to the District, limited to scope of services covered in the table accompanying this letter, under the Schedule of Fees for Field Services. As demand for expanded Amenity/Field Services for the District is needed, Vesta Property Services can prepare the proposal and assist in developing the scope of work for Amenity and Field Services. At that appropriate time, DPFG's agreement with the District can be dissolved with no disruption to District Management Services with only a 30 day written notice.

Thank you for your consideration of our updated fee schedule. We very much look forward to the opportunity in continuing to serve the community and working with the District's Board of Supervisors, and District Staff. Should you have any questions or require additional information, please feel free to contact me directly at (904) 386-0186 or [hmac@vestapropertyservices.com](mailto:hmac@vestapropertyservices.com).

Most respectfully,

A handwritten signature in black ink, appearing to read 'H. McGaffney', with a horizontal line extending to the right.

**Howard McGaffney**

Vice President

DPFG Management and Consulting, LLC.

A Vesta Property Services Company.



## **SCHEDULE OF FEES FOR FIELD SERVICES**

**DPFG Management and Consulting**, proposes the following fee structure for Field Services to be provided to the Avalon Groves Community Development District (the "District"):

<b>SERVICES</b>	<b>PROPOSED FEES</b>
<b>Field Services</b>	<b>\$6,180 annually</b>

**Monthly Field Services Include:**

- Payments will be in 12 equal monthly installments.
- oversight of vendors, submitting a written monthly Field Services Report, to be included in the agenda.
- Conduct 2 site visits per month for the purpose of inspecting landscape and pond maintenance in accordance with District's agreements and meeting with District vendors and contractors.
- Execute the direction from Board Meetings related to Field Services, including soliciting proposals, and coordinating field services work.



# EXHIBIT 10



**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN THE  
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AND DPFM MANAGEMENT &  
CONSULTING, LLC**

THIS DISTRICT MANAGEMENT SERVICES AGREEMENT (“Agreement”) is made effective as of the 1st day of October, 2022, by and between:

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o DPFM Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

**DPFM MANAGEMENT & CONSULTING, LLC**, a Florida limited liability company, and whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**Manager**”).

1. **PURPOSE; SCOPE OF SERVICES:** The purpose of Agreement for professional district management services is for the Manager to provide professional district management services to the District pursuant to Chapter 190, *Florida Statutes*, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the “**Services**”).

a. **SCOPE OF SERVICES.** The Manager shall provide the following ongoing services (“**Services**”) to the District on a monthly basis pursuant to this Agreement and as more particularly described in **Exhibit A**:

- i. **Management** - services include the conducting of one (1) four (4) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management; and
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, *Florida Statutes*, and the District’s adopted Rules of Procedure, preparation and delivery of agenda; and
- iii. **Accounting** - services include the preparation and delivery of the District’s financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, monthly production of Unaudited Financial Statements, filing of annual reports as required, filing of audit reports as required, and monitoring of trust account activity; and
- iv. **Assessment Administration** - services include all functions necessary for the timely billing, collection, and reporting of District assessments in order to ensure adequate funds to meet the District’s debt service and operations and maintenance obligations. These services include, but are not limited to,

assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments; and

- v. **Dissemination Agent Services** – services include providing the ongoing disclosure requirements and duties listed in the agreements of all series of bonds issued by the District, facilitating the District’s compliance with the Securities and Exchange Commission’s Rule 15c2-12(b)(5).

- b. **ADDITIONAL SERVICES.** In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Manager will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Manager shall undertake the Additional Services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Manager.

2. **TERM.** The Manager’s services as provided in this Agreement shall commence upon execution of this Agreement, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew annually unless terminated pursuant to its terms. The Manager acknowledges that the prices of this Agreement are firm and that the Manager may change the prices only with the District’s written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

### 3. **FEES AND EXPENSES; PAYMENT TERMS.**

#### a. **FEES AND EXPENSES.**

- i. A schedule of fees for the Services described in this Agreement is shown in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein (“**Fee Schedule**”). The District shall pay the Manager for the services provided under the terms of this Agreement in accordance with the Fee Schedule. For purposes of the Manager’s compensation for services provided pursuant to this Agreement, the District shall compensate the Manager only for those services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Manager will invoice the District for the Manager’s services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in

this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses. In no event shall the fees be increased to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

- iii. In the event the District authorizes a change in the scope of services requested, Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Manager or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

**b. PAYMENT TERMS.**

- i. **Services.** Services will be billed monthly as a fixed fee pursuant to the Fee Schedule. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.
- ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 1 will be billed monthly on an hourly basis for the hours incurred at the Manager's then-current hourly rate.
- iii. **Out-of-Pocket Expenses.** Out-of-pocket expenses of the Manager will be billed monthly as incurred.
- iv. The Manager shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Manager's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 *Florida Statutes*. Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.



- v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

4. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other Managers, contractors, or employees, as required, for the Manager to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

5. **TERMINATION.**

- a. This Agreement may be terminated as follows:
  - i. By the District for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the Manager, or failure of the Manager to perform the Services as required under this Agreement; or
  - ii. Upon the dissolution or court-declared invalidity of the District; or
  - iii. By the Manager or District, for any reason, upon provision of a minimum of sixty (60) days' written notice of termination to the address noted herein.
- b. Upon the termination of this Agreement, the Manager agrees to take all reasonable and necessary actions to transfer to the District, or to such other party as directed by the District, all the books and records of the District in the Manager's possession in an orderly fashion. The portion of the fees and any other amounts due and owing to the Manager under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement, subject to any offsets due District may have for services not performed or not performed in accordance with the Agreement. The District's obligation to make payment to the Manager of the portion of the fees and any other amounts due and owing to Manager under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

6. **REPRESENTATIONS AND ACKNOWLEDGEMENTS.**

- a. The Manager shall devote such time as is reasonably necessary to perform the Services.
- b. The Manager agrees that all Services shall be performed by skilled and competent personnel.
- c. The Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Manager agrees to take steps to repair any damage resulting from the Manager's activities and work pursuant to the Agreement within twenty-four hours (24) hours
- d. The Manager represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, *Florida Statutes*.

The Manager further represents that no person having any such interest shall be employed by the Manager to perform the Services or any portion thereof.

- e. The Manager shall promptly notify the District in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Manager's judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, identify the nature of work that the Manager may undertake, if applicable, and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Manager. The District agrees to notify the Manager of its opinion within thirty (30) days of receipt of any notification by the Manager pursuant to this Section 6. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Manager, the District shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the District by the Manager under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The Manager shall be free to perform services similar to the type of services offered to the District as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the Manager from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.
- f. The District acknowledges that the Manager is not an attorney and may not render legal advice or opinions. Although the Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matters, such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the Manager in connection with the Services.

## 7. INDEMNIFICATION; SOVEREIGN IMMUNITY.

- a. **MANAGER INDEMNIFICATION.** To the extent allowable under applicable law and except and to the extent caused by the gross negligence or willful misconduct of the District, the Manager agrees to indemnify and hold the District and its respective officers, directors, employees, agents, successors and assigns (District and each such person being an "**Indemnified Party**") harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of the negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager pursuant to this Agreement. In the event that the Manager receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with Manager's indemnity obligations hereunder, the Manager shall give the District prompt

notice of such proceedings and shall inform the District in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

- b. **DISTRICT INDEMNIFICATION.** To the extent the Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, *Florida Statutes*), the District agrees to indemnify, defend, and hold harmless the Manager from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness or willful misconduct of the Manager or its employees. The District's obligation to defend, indemnify, and hold harmless the Manager as set forth herein shall not exceed the monetary limits of any endorsement listing the Manager as an additional insured party under the District's insurance policy. If there is no such endorsement, the District's defense, indemnity, and hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, *Florida Statutes*.
- c. **INDEMNIFICATION OBLIGATIONS.** Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- d. **SOVEREIGN IMMUNITY.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law, including to the extent that the Manager may be deemed to be an agent of the District.

## 8. INSURANCE.

- a. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b. The Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv. Employment Practices Liability Insurance with limit of Two Million Dollars

(\$2,000,000.00) per each occurrence.

- v. Comprehensive Automobile Liability Insurance for all vehicles used by the Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
  
- c. Except with respect to Professional Liability, Employment Practices Liability Insurance, and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days' written notice to the District. Manager will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
  
- d. If the Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT LKRAUSE@DPFGMC.COM, OR BY REGULAR MAIL AT**



**C/O DPFM MANAGEMENT & CONSULTING, LLC, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

10. **NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties as follows:

**If to the District:** Avalon Groves Community Development District  
c/o DPFM Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, FL 32303  
Attn: District Counsel

**If to the Manager:** DPFM Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

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

11. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Manager.

12. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Manager or the District without the prior written approval of the other party is void.

13. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

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

**15. MERGER PROVISION.** This instrument, together with its exhibits, contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, between the parties, with respect thereto. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

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

**17. ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

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

**19. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**20. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted,



chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

22. **E-VERIFY.** The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

23. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

24. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

25. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Manager, and shall remain effective until terminated by either the District or the Manager in accordance with the provisions of this Agreement.

***(Remainder of this page is left blank intentionally)***

**THEREFORE**, the Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**DPFG MANAGEMENT & CONSULTING, LLC**



By: Howard McGaffney  
Its: Vice President

**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**



By: CANDICE SMITH  
Its: CHAIRMAN

**Exhibit A: Services and Fee Schedule**





**Exhibit A**  
Services and Fee Schedule



**Avalon Groves Community Development District**  
**Attention Candice Smith**  
**Chairperson-Avalon Groves CDD**

**DPFG Management & Consulting, LLC**  
**250 International Parkway, Ste. 208**  
**Lake Mary, Florida 32746**

**Re: Avalon Groves Community Development District – Updated Fee Schedule for District Management Services**

**October 25, 2022**

**Dear Madam Chair:**

On behalf of DPFG Management and Consulting., it is our pleasure to submit the following Updated Fee Schedule for **District Management, Dissemination Agent, Assessment Methodology Consultant Services** to Avalon Groves Community Development District.

As previously announced, DPFG became a part of Vesta Property Services in September of 2020. This acquisition allows for enhanced Field Services to be offered by Vesta, as well it provides our clients options for additional services provided by our Amenity Division.

DPFG will continue to provide limited District Management Services to the District and will be preparing a separate proposal from the Field Services we provide the District. If in the future, there is a demand for expanded Amenity/Field Services for the District, Vesta Property Services can prepare the proposal and assist in developing the scope of work for Amenity and Field Services. At that appropriate time, DPFG's agreement with the District can be dissolved with no disruption to District Management Services.

Thank you for your consideration of our updated fee schedule. We very much look forward to the opportunity in continuing to serve the community and working with the District's Board of Supervisors, and District Staff. Should you have any questions or require additional information, please feel free to contact me directly at **(904) 386-0186** or **hmac@vestapropertyservices.com**.

Most respectfully,

A handwritten signature in black ink, appearing to read 'H. McGaffney'.

**Howard McGaffney**

Vice President

DPFG Management and Consulting, LLC.

A Vesta Property Services Company.



**SCHEDULE OF FEES FOR DISTRICT MANAGEMENT SERVICES**

DPFG Management and Consulting, proposes the following fee structure for District Management, Dissemination Agent, Administration, Recording, Financial Accounting for General Fund, Debt Service Fund and a Reserve Fund, and the Assessment Roll Services provided to the Avalon Groves Community Development District (the “District”):

SERVICES	PROPOSED FEES
District Management	\$32,960 annually
Dissemination Agent	\$5,150 annually
Assessment Administration	Included
Accounting	Included
Administration Services	Included
<b>TOTAL DISTRICT MANAGEMENT</b>	<b>\$38,110 annually</b>

**District Management Services Include:**

- Payments will be made in 12 equal monthly installments beginning **October 1, 2022, through September 30, 2023**
- Annual CPI adjustment will be presented to the Board and approved through the annual budget approval process by the Board.
- Up to 10 meetings per year, 4 hours in length.

**Assessment Administration Services Include:**

- Assessment Roll Preparation and Re-amortization schedule, preparing of the assessment roll and the timely submittal of the roll to the tax collector. Certification, direct billing, and funding request processing,
- Estoppel letters, bond payoff information and other collection related work shall be provided to property owner and realtors. Estoppels will be billed at state approved levels.

**Accounting Services Include:**

- Monthly accounts payable, construction accounting, monthly production of Unaudited Financial Statements, Filing the Annual Financial Report, Filing the Annual Independent Audit, and other usual and customary accounting services required of CDD’s

**Administrative Services Include:**

- Agenda Preparation, record keeping, filing of records/reports with local/state agencies including the Florida Commission on Ethics, administrator over the website contractor, providing administrative support services to the District Manager.
- Tablets/electronic device for Supervisors use at meetings.

**Dissemination Agent Services include:**

- Payment made annually in the month of October each year.
- Providing the ongoing disclosure requirements and duties listed in the agreements of all series of Bonds issued by the District, facilitating the District’s compliance with the Securities and Exchange Commission’s Rule 15c2-12(b)(5).

*District Management Services outlined above can be terminated with 60 days written notice by either party.*



## Schedule of Additional Fees

1. **Additional District Meetings:** The District Management fees proposed are based upon the District holding **up to 10 regular meetings each year** that each last up to **4 hours in length.**
  - a. \$175/hour: An additional \$175/hour fee will be billed to the District, for each hour past the initial 4-hour meeting timeframe included in this proposal.
  - b. \$800 per meeting: Additional meetings or workshops outside of the aforementioned amount will be billed to the District at a total fee of \$800/per meeting.
2. **Postage and freight are not included in this proposal and will be billed upon actual costs incurred.**
3. **Debt Service Fund Accounting & Assessment Collection Services:** If the District issues additional debt after September 30<sup>th</sup>, 2022, the proposed fee for these services would be \$2,500 annually per additional series of notes or bond issuances.
4. **Assessment Methodology Consultant Services (Special Methodology Reports):**
  - a. Additional Bond Issuance Fee: \$15,000 per additional bond issuance.
  - b. Refinance Fee: \$15,000 per bond refinance
5. **Long Term Capital Planning:**
  - a. Long Term Capital Planning: \$15,000 (onetime fee)
  - b. This fee includes the costs associated with DPFG providing all the Capital Planning, Funding, and Infrastructure Reinvestment Budgeting, producing a long term (10 year) financial outlook model to help the District/ Board to plan for future costs and identify future assessment values for Operations and Maintenance as well as Infrastructure/Capital Items. Note: Does not include a Reserve Study.
6. **Additional Services:** Should Vesta Property Services, Inc. be requested to provide additional services on behalf of the District not covered in this proposal, fees for such services shall negotiated in accordance with the terms mutually agreed upon by the District and Vesta Property Services, Inc.

# EXHIBIT 11



## Avalon Groves – Outstanding Action Items FY 2024

*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
DE/DM	Obtain proposals for signage for the Villages.	9/28/2023		In-progress
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 Wildlife signs	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 10/18 - POA requesting additional signs - Apex emailed for update to installation quote and DE contacted for cost-share agreement
DM	Additional quote for materials and install for monument lights & outlets	3/23/2023		Ongoing: Sourcing vendors (equipment suppliers separate from installers)

