

***ANTHEM PARK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package
Regular Meeting

Date/Time:
Wednesday, October 1, 2025
9:30 A.M.

Location:
Anthem Park Clubhouse
2090 Continental Street
St. Cloud, Florida 34769

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.

Anthem Park Community Development District

c/o Kai

2502 N. Rocky Point Dr. Suite 1000

Tampa, FL 33607

813-565-4663

Board of Supervisors

Anthem Park Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Anthem Park Community Development District is scheduled for **Wednesday, October 1, 2025, at 9:30 A.M.** at the **Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769.**

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.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Andy Mendenhall

Andy Mendenhall

District Manager

813-565-4663

CC: Attorney
Engineer
District Records

District: ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Wednesday, October 1, 2025

Time: 9:30 A.M.

Location: Anthem Park Clubhouse
2090 Continental Street
St. Cloud, Florida 34769

Supervisor	Position	
Blair Possenriede	Chairman	
Sarah Kubik Kraeuter	Vice Chair	
Yasiris Santos Nieves	Assistant Secretary	
Linda Ellens	Assistant Secretary	
Gail Dee	Assistant Secretary	

Microsoft Teams:
[Anthem Park CDD Meeting Link](#)
Meeting ID: 220 176 214 694 5
Passcode: Nx67gm2H

Regular Meeting Agenda

For the full agenda packet, please contact anthempark@hikai.com

I. Call to Order / Roll Call

II. Audience Comments – (limited to 3 minutes per individual on agenda items)

III. Business Items

A. Discussion: Environmental Resource Permit (ERP) Transfer for Stormwater Structure Modification in Pond E

B. Consideration/Adoption of Resolutions:

1. 2026-01, Setting Public Hearing on Amended Rules of Procedure

Exhibit 1

2. 2026-02, District Objectives and Goals

Exhibit 2

IV. Staff & Vendor Reports

A. District Counsel

B. District Engineer

C. Facility Manager

1. October 2025 Report

Exhibit 3

2. Steadfast – September 2025 Waterway Treatment Report

Exhibit 4

3. Yellowstone - September 2025 Report

Exhibit 5

a. Consideration/Approval of Agreement for Landscaping and Irrigation Maintenance Services

Exhibit 6

b. Consideration/Approval of Proposals:

i. Removal of Dead Pine Tree - \$442.85

Exhibit 7

ii. Raise Canopy on 24 Live Oaks (Fort McHenry Park) - \$4,931.64

[Exhibit 8](#)

iii. Trash Clean Up (Continental St.) - \$385.71

[Exhibit 9](#)

iv. Raise Canopy on 51 Live Oaks (Fort McHenry Blvd.) - \$10,685.22

[Exhibit 10](#)

4. Consideration/Approval of Surge Protector Proposal – HD Cameras - \$4,732.98

[Exhibit 11](#)

5. Discussion: SCPD Response Re: CDD Assistance on Property

[Exhibit 12](#)

6. Discussion: Pool Safety Tube Usage

D. District Manager

1. Discussion: Florida Insurance Alliance (FIA) Site Review

[Exhibit 13](#)

a. Playground Safety

[Exhibit 14](#)

b. Dog Park Playbook

[Exhibit 15](#)

c. Pool Risk Management Essentials

[Exhibit 16](#)

V. Administrative Items

A. Consideration/Approval of the September 3, 2025, Regular Meeting Minutes

[Exhibit 17](#)

B. Consideration/Acceptance of the August 2025 Unaudited Financial Statements

[Exhibit 18](#)

VI. Audience Comments – New Business – *(limited to 3 minutes per individual)*

VII. Supervisor Requests

VIII. Adjournment

EXHIBIT 1

AGENDA

RESOLUTION 2026-01

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

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

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

WHEREAS, the Board previously adopted *Rules of Procedure* to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on _____, **2025**, at _____ **a.m./p.m.**, at _____.

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

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

PASSED AND ADOPTED this _____ day of _____ 2025.

ATTEST:

**ANTHEM PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

**RULES OF PROCEDURE
ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____

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Rule 1.0 General.

- (1) The Anthem Park 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, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (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. Florida Open Meetings Laws apply to such Committees.
- (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 accordance 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 Board 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 twenty-four (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, but are not limited to, 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 and 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 their 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. 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, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at (813) 565-4633. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any 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 (“Meeting Materials”). 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, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, 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, or similar 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, including the specific reasons for the emergency meeting. 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 three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors 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. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (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, an opportunity for final board discussion 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 seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) 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 grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, 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, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *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 and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice 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 thirty (30) 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 it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. 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 the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority 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 provided that such procedure protects the public interest and complies with applicable law and 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 ten (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 qualified person as a hearing officer who shall conduct a hearing within thirty (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 thirty (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) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant 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: §§ 120.54, 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 or electronically posted 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 or electronically posted 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 or electronically posted 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, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (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 as defined in Section 287.0943, *Florida Statutes*.
- (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, 255.0992, 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, electronic mail, 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 at least seven (7) days 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, electronic mail, 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, relevant business presence and capability to service the District's needs, 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 prequalification 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, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) 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, 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), *Florida Statutes*, 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.
 - xiii. Any other circumstance constituting “good cause” under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. 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 ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) 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.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

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, electronic mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified 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 competent jurisdiction 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 five (5) years shall be deemed 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, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. 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, electronic mail, hand delivery, 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 only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, 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, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (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, electronic mail, 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, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

Florida shall be awarded a preference of five percent (5%). 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, electronic mail, hand delivery, 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, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , 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, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (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 certified mail, hand delivery, or email with delivery confirmation 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 qualified 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) calendar days from receipt of the recommended order 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 by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that 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 _____, 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 2

AGENDA

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE DISTRICT OBJECTIVES AND GOALS FOR FISCAL YEAR 2026; PROVIDING FOR TRANSMITTAL TO THE APPLICABLE LOCAL GOVERNING AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT:

1. The attached District Objectives and Goals for Fiscal Year 2026 are hereby adopted.
2. District staff is directed to transmit the adopted objectives and goals to the Osceola County for record purposes.
3. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

Chairperson

ATTEST:

Secretary

Anthem Park Community Development District

2502 N Rocky Point Drive Suite 1000, Tampa, FL 33607

Performance Measures/Standards & Annual Reporting Form

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least two regular Board of Supervisor meetings per year to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting agendas and budgets are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure agendas and budgets are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field Manager and/or District Manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Manager visits were successfully completed per management agreement as evidenced by Field Manager and/or District Manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year and previous years' budget with any amendments.

Measurement: Annual audit, current fiscal year and previous years' budgets, with any amendments are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and posting the annual audit on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Anthem Park Community Development District

District Manager: _____

Date: _____

Print Name: _____

Anthem Park Community Development District

EXHIBIT 3

AGENDA

ANTHEM PARK

COMMUNITY DEVELOPMENT DISTRICT



Amenity Center Management Report

Meeting: October 1, 2025

Submitted by Maria Agosta

I. Completed and Upcoming Projects

1. Flags replaced.
2. Dog bag dispensers ordered.
3. Outdoor patio area ceilings cleaned.
4. Contract questions for Renovida. Do we need small businesses to include additional auto insurance requirements?
5. Fountain at Fountain Park – Valve Replacement
6. Pergola Inside Pool – Renovida is concerned about the policy requiring him to add Anthem to his business's auto policy. Attorney is looking into this.
7. Saint Cloud Police Department is once again stating Florida Statute regarding the HOA and PD prohibits them from enforcing laws and/or rules for Anthem Park HOA. Attorney guidance needed for discussion.

***Last month there was a large group of residents and non-residents with them at the pool. They had open containers of hard alcohol. Police were called since off duty officer was not yet present. They said they couldn't assist since we are an HOA and the FL statute that governs HOA's does allow for intervention. I explained that the pool is maintained by a special district and not the HOA and besides, people are not allowed to drink alcohol in a public pool. They still refused stating they needed to get with their attorney. When the off duty officer arrived for their shift, they once again iterated they could not intervene in HOA policy. Is the officer correct? Also, their inability to assist even when actual laws are being broken and not just community rules arms law breakers to fight with the pool monitor. I have attached the response sent to us from our liaison who schedules the off duty officer explaining the response from their attorney.

8. Inventory update
9. Specialized surge protector and cameras discussion.
10. Yellowstone walking notes.
11. Benches update.
12. Access Reader System update
13. Clubhouse rental fee discussion.

II. Events and Resident Requests

Community movie under the stars. Halloween movie, costume contest and treats
Thursday, October 30th at 7pm.

EXHIBIT 4

AGENDA



Anthem Park CDD Aquatics

Aquatic Treatment Report

August/September 2025



Daily Logs List

Aug 27, 2025

Job: SE1442 Anthem Park CDD

Title:

Added By: David Smeltz

Log Notes:

Picked up trash on all 3 ponds

(Another shopping cart has been pushed into the pond)

Weather Conditions:

Partly cloudy with mist and fog

Wed, Aug 27, 2025, 10:41 AM



91°F

72°F

Wind: 4 mph

Humidity: 93%

Total Precip: 0.03"

Attachments: 6





Printed: Sep 23, 2025

30435 Commerce Drive Unit 102, San Antonio, FL 33576

Phone: 844-347-0702

Fax: 813-501-1432

Daily Logs List

Sep 10, 2025

Job: SE1442 Anthem Park CDD**Title:****Added By:** David Smeltz**Log Notes:**

Treated ponds 1,2,3 for grasses and algae

Weather Conditions:

Mostly cloudy with isolated storms

Wed, Sep 10, 2025, 10:47 AM

**87°F****72°F**

Wind: 9 mph

Humidity: 94%

Total Precip: 0.11"

Attachments: 3



ANTHEM PARK CDD

2090 Continental St, Saint Cloud

Gate Code:

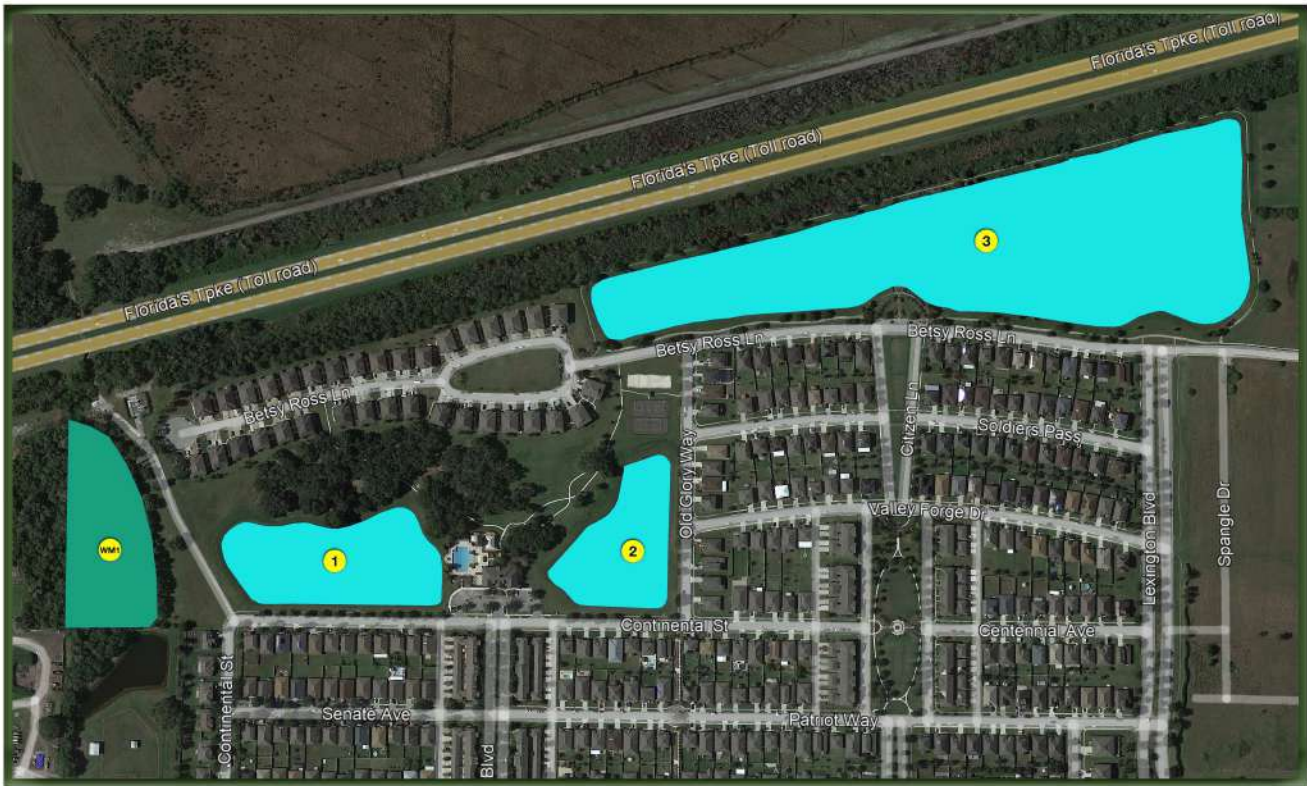


EXHIBIT 5

AGENDA

Anthem Park CDD**Account Manager : Nathaniel Anderson****Wednesday, September 24, 2025****Maintenance Activities**

- Emptying of trash station weekly throughout Anthem Park : Wednesday through Thursday
- Trim and detail shrubs beds along the white fence on continental, Lexington Blvd., Patriot park, Sunset park, Clubhouse, and completed the trimming throughout the walk path.
- Perform Mechanical and chemical weed landscape beds throughout the property.
- Pick up trash in landscape beds and common area throughout the property.
- Treat ants mound throughout the property.
- Spray crack weeds on sidewalk and curb edge throughout the property.
- Raised canopy on Oak trees on Capital Boulevard.
- Mow and Weedeat behind homes on Continental .
- Spray herbicide along fence line behind homes on Continental.
- Volleyball court is graded twice a month
- (9/25/2025): We sprayed for wasps in the playgrounds and treated ant mounds.

Mowing Activities

- Perform weekly mowing and string trimming of retention ponds and common areas throughout property.
- Perform weekly mowing service on all St Augustine turf throughout property.

Irrigation Activities

- Conducted thorough inspection of the irrigation system.
- Irrigation repairs and troubleshooting is still in progress is anticipated to complete the first week of october
- Documented/reported any significant issues.

Fertilization and Pest Control Activities

- All shrubs was treated with insecticide, fungicide,& liquid iron (Triple crown, and Methyl L)
- All St Augustine turf area was treated with (Avenue south, herbicide Activator and Gravity L)

Projected Work

- The plant along the walkway will be installed once the irrigation work has been completed.
- Provided a proposal to lift the oak tree on Capital Boulevard to a height of 16 feet.
- Provided a proposal for Trash Clean Up On Continental Street.
- Provided a proposal to flush-cut and remove a dead pine tree in Patiot Park.
- Provided a proposal to raise 51 Live Oak trees on Fort McHenry Blvd.
- Provided a proposal to raise (24) Live Oak trees at Fort McHenry Park.

EXHIBIT 6

AGENDA

**ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of September, 2025, by and between:

ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 2502 N. Rocky Point Dr., Suite 1000, Tampa, Florida 33607 (“**District**”); and

YELLOWSTONE LANDSCAPE, INC., a corporation authorized to do business in the State of Florida, whose principal address is 3235 North State Street, P.O. Box 649, Bunnell, Florida 32110 (“**Contractor**,” and collectively with the District, “**Parties**”).

RECITALS

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

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with the terms, specifications, and representations set forth in *Contractor’s Landscape & Irrigation Maintenance Services Proposal*, dated March 17, 2025 (“**Contractor’s Proposal**”), the entirety of which is attached hereto as **Exhibit E** and incorporated herein by reference, which proposal was formally submitted to the District and upon which the District determined to enter into this Agreement with Contractor;

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

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

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

2. **CONTRACTOR OBLIGATIONS.**

a. **Scope of Services.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** (“**Work**”). The Contractor agrees that the Landscape Maintenance Areas Exhibit

attached hereto as **EXHIBIT C** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The pricing shall be pursuant to and in accordance with the lump sums, quantities, unit prices, and other pricing information as more specifically set forth in that certain section of Contractor's Proposal titled **Part IV – Pricing**, which section is attached hereto as **COMPOSITE EXHIBIT B**, and incorporated herein by reference ("**Contractor's Pricing Proposal Form**"). The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

b. **Acceptance of Site.** As evidenced by Contractor's execution of this Agreement, Contractor hereby expressly acknowledges and agrees that, prior to submission of Contractor's Proposal as well as prior to executing this Agreement, Contractor was, to Contractor's full satisfaction, able to inspect the subject property site, including but not limited to, all designated maintenance areas, existing landscape materials, and irrigation system components, and that Contractor has identified and sufficiently documented to Contractor's full satisfaction any conditions and items and/or areas of issue or concern which Contractor was aware or reasonably should have been aware as of the date of execution hereof. Notwithstanding the above, Contractor shall have a period of thirty (30) days from the effective date of this Agreement to perform a complete audit of the entire irrigation system in accordance with **Part IV, Irrigation**, of **EXHIBIT A** ("Irrigation Audit"). Subject only to those items reasonably identified pursuant to such Irrigation Audit, by execution hereof, Contractor expressly acknowledges Contractor's reasonable acceptance of any and all other conditions thereof existing as of the effective date of this Agreement which reasonableness shall be determined based on generally accepted industry standards. Contractor represents and warrants that the pricing set forth in **COMPOSITE EXHIBIT B** hereto fully and adequately accounts for any such conditions existing as of the effective date of this Agreement, Contractor's acceptance of the subject property on an "as-is" basis, and the District will not be invoiced for or otherwise incur any additional costs in order to correct, repair, replace or otherwise address conditions which Contractor was aware or

reasonably should have been aware at the time of executing this Agreement. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold/freeze, storm or wind damage, incurable or uncontrollable diseases, damage due to vandalism, or insufficient water to the site due to circumstances outside of Contractor's control. Contractor shall immediately notify the District in the event there is insufficient water to the site and use reasonable efforts to mitigate potential loss of plant materials resulting therefrom. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

c. ***Manner of Contractor's Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

d. ***Discipline, Employment, Uniforms.*** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

f. ***Protection of Property.*** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not

limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the satisfaction of the District.

g. ***Reporting Services & Deficiencies.*** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. The District hereby designates the District’s Amenity Manager and the District Manager to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

Contractor shall provide to District management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Contractor agrees to meet with a District Representative as reasonably requested by the District (typically within five (5) calendar days of any such request by the District) to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District Representative will compile a list of landscape related items and/or deficiencies (“Field Inspection Report”) that should be performed and/or remedied by Contractor before the next walk through or such other time as may be designated in writing. Contractor shall be required to respond in writing to each such Field Inspection Report within the specified amount of time as reasonably requested by the District (typically within seven (7) calendar days) explaining what actions shall be taken to remedy the deficiencies identified in each such Field Inspection Report respectively. In the event Contractor fails to timely respond: (1) upon the first offense, Contractor may be issued a written warning; (2) upon the second offense, Contractor may be issued a second written warning and the Board of Supervisors for the District shall be notified of Contractor’s failure to timely respond as required by this Agreement; and, (3) upon the third offense, the District may, in District’s sole discretion, elect to terminate this Agreement for cause in accordance with Section 4 hereof. Should Contractor fail to remedy any such deficiencies to the District’s reasonable satisfaction within the designated time period indicated in Contractor’s written response to any such Field Inspection Report, respectively (and in no event after more than thirty (30) calendar days), the District reserves the right to subcontract out any such work reasonably necessary to remedy such deficiencies and to withhold the cost of such work from Contractor’s next monthly invoice. The District will be responsible for scheduling the inspections. Notwithstanding anything contained herein which may interpreted to the contrary, any oversight by the District Representatives of Contractor’s Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is

properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

Contractor agrees to provide written notice to the District not less than seven (7) calendar days in advance in the event it is necessary for any such inspection to be rescheduled. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor is responsible for conducting a weekly inspection of all maintenance areas which are the subject of this Agreement. Contractor shall provide the District Representative(s) with a written summary of the Work performed during the immediately preceding week which summary shall include notification of any problem areas. Finally, Contractor agrees to attend all meetings of the District's Board of Supervisors as may be reasonably requested.

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

i. ***Safety.*** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

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

k. ***Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.

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

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

3. **COMPENSATION; TERM.** Work under this Agreement shall begin on October 1, 2025 and continue for a period of one (1) year ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. Following the Initial Term, the District shall have the option to renew this Agreement pursuant to the same terms and dollar amounts hereof for three (3) additional one (1) year terms.

a. ***Compensation.*** The District agrees that Contractor shall be eligible to be compensated in a maximum total annual amount not-to-exceed \$168,552.00 (One Hundred Sixty Eight Thousand Five Hundred Fifty Two Dollars and Zero Cents) provided Contractor is awarded and performs all possible services contemplated pursuant to Parts 1 - 4 of the Scope of Services as more specifically detailed in **EXHIBIT A** hereto. Notwithstanding the foregoing, the Parties expressly acknowledge and agree that the Work performed hereunder shall be invoiced and paid in accordance with and pursuant to this Section 3.a., as follows:

i. District will be invoiced monthly at the end of the month.

ii. Contractor shall provide all labor, materials, and equipment necessary to complete the Work. Any and all additional work or services, respective compensation therefore, and/or any other increased or additional costs

regardless of type, amount, or basis therefore, shall be strictly governed by Section 3.c. of this Agreement.

b. ***Additional Work.*** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **COMPOSITE EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

c. ***Payments by District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

d. ***Payments by Contractor.*** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any

third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

On a default by Contractor, the District may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, the District further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

5. **INSURANCE.**

a. ***Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring

of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

b. ***Types of Insurance Coverage Required.*** The Contractor shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.

iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

c. ***Additional Insureds.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, officers, staff, agents, employees, and representatives.

d. ***Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

e. ***Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

f. ***Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

g. ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, *Florida Statutes* or other law. Any subcontractor retained by the Contractor shall acknowledge the same in

writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

d. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Fla. Stat.*, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

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

a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

b. Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

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

8. MISCELLANEOUS PROVISIONS.

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

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

c. ***E-Verify Requirements.*** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the

agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

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

f. ***Headings for Convenience.*** 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.

g. ***Agreement.*** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document shall control.

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

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

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

k. ***Notices.*** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery,

United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to District: Anthem Park CDD
c/o Kai Connected, LLC
2502 N. Rocky Point Drive, Suite 1000
Tampa, FL 33607
Attn: District Manager

With copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel, Anthem Park CDD

B. If to Contractor: Yellowstone Landscape, Inc.
P.O. Box 649
Bunnell, Florida 32110
Attn: Peter Wittman

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

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

m. ***Controlling Law & Venue.*** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the

laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Osceola County, Florida.

n. ***Public Records.*** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and will be treated as such in accordance with Florida law. In particular, Contractor agrees to comply with all applicable public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the provisions of which are expressly incorporated by reference herein.

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

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

q. ***Signatures.*** 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. Moreover, electronic records of signatures shall constitute original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below effective the ____ day of _____, 2025.

ATTEST:

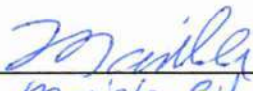
ANTHEM PARK COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

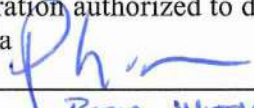
Chairperson

ATTEST:

YELLOWSTONE LANDSCAPE, INC., a
corporation authorized to do business in
Florida



By: Mariela Gil
Its: Office Manager



By: Peter Wittman
Its: Branch Manager

EXHIBIT A: *Scope of Services*
COMPOSITE EXHIBIT B: *Contractor's Pricing Proposal Form*
EXHIBIT C: *Depiction of Landscape Maintenance Areas*
EXHIBIT D: *Form of Additional Services Order Form*
EXHIBIT E: *Contractor's Proposal, dated March 17, 2025*

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) MAINTENANCE OF PAVED AREAS –All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches

in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblin expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

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

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

PART 2

FERTILIZATION

Osceola County

Any fertilizer ordinance in place for ~~Pasco County~~ specifically banning fertilizers during a specific season(s), will be followed and any applicable Pasco County ordinance shall control over the schedule provided below.

It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

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

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

All St. Augustine Sod:

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

All Bahia Sod: Will not be applied around ponds due to ordinances to keep waterways clear of chemicals

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

All Zoysia Sod:

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

All Bermuda Sod:

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

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

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

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

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

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

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

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

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

PALM FERTILIZATION:

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

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

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

PART 3

PEST CONTROL

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

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

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

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

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

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

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

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

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

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

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. ___zones, ___controllers, ___pump stations & ___well).

These inspections shall include:

A. Irrigation Controllers

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

B. Water Sources

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

C. Irrigation Systems

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

D. Report

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

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

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

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

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

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

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

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

PART 5

INSTALLATION OF MULCH

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

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

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

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

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

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

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

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately **3,200** annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

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

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

December through March

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

April through June

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

July through November

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

November and December

Red and white petunias

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

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

[END OF SECTION]

COMPOSITE EXHIBIT B
Contractor's Proposal Pricing Form

ANTHEM PARK
**COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 135,936.00 Yr

-
- Storm Cleanup \$ 70.00 /hr (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) Cover tropical or freeze-sensitive plant material with frost cloth.

- \$ 70.00/Hour /application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
- \$ 70.00 /hr for employee with hand-held hose
- \$ 90.00 /hr for water truck/tanker

PART 2

Fertilization (All labor and materials)

\$ 19,356.00 Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feburary	16-0-8 plus PreM	1 lb N/1000 SF	455 lbs	\$500.00
April	40-0-0	.5 lb N/1000 SF	227.5 lbs	\$500.00
June	16-2-8	1 lb N/1000 SF	455 lbs	\$500.00
October	16-0-8 plus PreM	1 lb N/1000 SF	455 lbs	\$500.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feburary	16-0-8 plus PreM	1 lb N/1000 SF	557 lbs	\$2,000.00
April	40-0-0	.5 lb N/1000 SF	278.5 lbs	\$2,000.00
May	16-2-8	1 lb N/1000 SF	557 lbs	\$2,000.00
July	16-2-8	1 lb N/1000 SF	557 lbs	\$2,000.00
September	16-2-8	1 lb N/1000 SF	557 lbs	\$2,000.00
November	16-0-8 plus PreM	1 lb N/1000 SF	557 lbs	\$2,000.00

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Not Applicable				

BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Not Applicable				

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 Plus Micros	5 lbs N/1000 SF	402 lbs	\$1,786.00
June	8-2-12 Plus Micros	5 lbs N/1000 SF	402 lbs	\$1,786.00
October	8-2-12 Plus Micros	5 lbs N/1000 SF	402 lbs	\$1,784.00

Please list any additional fertilization for those plant materials requiring specialized applications.

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Not Applicable				

SPECIALTY PLANT MATERIALS (Knockout Roses, Dwarf Asian Jasmine, Crape Myrtles, etc.)				
MONTH	FORMULA	(PLEASE LIST PLANTS THIS FERTILIZER IS TO BE APPLIED)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Included in	"Ornamental" Applications			

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ 7,020.00

Yr (if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's Board of Supervisors.
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ 0.00 /Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Not applicable as there are no palms on property				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services.

\$ 12,660.00 / Yr

Top Choice application will be performed at the sole discretion of the District's BOS's

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials)
_____/Yr

\$ 6,240.00

Freeze Protection (description of ability) _____
Shut off all main water lines.

\$ 80/Hour /**application (do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 120.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Installation of Chocolate Mulch (All labor and materials) \$ 12,600.00
_____/Yr

(if both topdressings are performed - do not include in Grand Total)

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

100 CY Chocolate Mulch per specs for the first top-dressing at \$ 63.00 /CY (app. October)

And

100 CY Chocolate Mulch per specs for the second top-dressing at
\$63.00 /CY (app. April)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor and this amount shall not be included in the monthly billing

PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor and this amount shall not be included in the monthly billing

Contractor shall install 500 (4") annuals up to four (4) times per year per specs at the direction of the District at \$ 2.25 /annual

\$ 1,125.00 /rotation

\$ 4,500.00 Yr (if all rotations are performed - **do not include in Grand Total**)

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ 168,552.00 /Yr

FIRST ANNUAL RENEWAL
/Yr

\$ 173,616.00

SECOND ANNUAL RENEWAL
/Yr

\$ 178,824.00

EXHIBIT C
DEPICTION OF LANDSCAPE & IRRIGATION MAINTENANCE AREAS



EXHIBIT D

Forms

Form of Additional Services Order Form ("ASO")

FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM

-Contact District Manager For Finalized Form-

Date: MM/DD/YYYY

ASO #: 01

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Facsimile: _____

District Manager: Patricia Thibault

District Manager's Email: patricia@breezehome.com

District Address: 1540 International Parkway
Suite 2000
Lake Mary, Florida 32746

District Phone: (813) 565-4663

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			\$0.00	0.00	\$0.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00

Net Change: \$0.00

Amount This ASO:	\$0.00
ASO Amount To Date:	\$0.00
Original Agreement Amount:	\$0.00
Revised Agreement Amount:	\$0.00

Reason for Additional Services Order, Please Explain:

Additional Specifications:

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: Anthem Park Community Development District – Landscape & Irrigation Maintenance Services
Agreement dated as of _____, 2024

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:

ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

_____, a _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E

Contractor's Proposal, dated March 17, 2025



ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE MAINTENANCE AGREEMENT

Page 127/212
March 17, 2025

Breeze Home

**PATRICIA THIBAUT
DISTRICT MANAGER**

Patricia Thibault
District Manager
Breeze Home

Re: Landscape Maintenance Agreement for **Anthem Park Community Development District**

Thank you for your partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our maintenance agreement has been created to address the specific needs and expectations you have expressed for **Anthem Park Community Development District**.

Within your maintenance agreement please make special note of the following sections:

- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Your Investment:** Pricing for the services we'll provide and our service frequencies showing what services will be performed throughout the year.
- **Agreement and Terms & Conditions**

I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
Nicole Ailes, *Business Development Manager*
Yellowstone Landscape

nailes@yellowstonelandscape.com
559.977.4719



LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS (ADDITIONAL SERVICE)

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

The images below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



ANTHEM PARK
**COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 135,936.00 Yr

-
- Storm Cleanup \$ 70.00 /hr (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) Cover tropical or freeze-sensitive plant material with frost cloth.

- \$ 70.00/Hour /application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
- \$ 70.00 /hr for employee with hand-held hose
- \$ 90.00 /hr for water truck/tanker

PART 2

Fertilization (All labor and materials)

\$ 19,356.00 Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feburary	16-0-8 plus PreM	1 lb N/1000 SF	455 lbs	\$500.00
April	40-0-0	.5 lb N/1000 SF	227.5 lbs	\$500.00
June	16-2-8	1 lb N/1000 SF	455 lbs	\$500.00
October	16-0-8 plus PreM	1 lb N/1000 SF	455 lbs	\$500.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feburary	16-0-8 plus PreM	1 lb N/1000 SF	557 lbs	\$2,000.00
April	40-0-0	.5 lb N/1000 SF	278.5 lbs	\$2,000.00
May	16-2-8	1 lb N/1000 SF	557 lbs	\$2,000.00
July	16-2-8	1 lb N/1000 SF	557 lbs	\$2,000.00
September	16-2-8	1 lb N/1000 SF	557 lbs	\$2,000.00
November	16-0-8 plus PreM	1 lb N/1000 SF	557 lbs	\$2,000.00

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Not Applicable				

BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Not Applicable				

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 Plus Micros	5 lbs N/1000 SF	402 lbs	\$1,786.00
June	8-2-12 Plus Micros	5 lbs N/1000 SF	402 lbs	\$1,786.00
October	8-2-12 Plus Micros	5 lbs N/1000 SF	402 lbs	\$1,784.00

Please list any additional fertilization for those plant materials requiring specialized applications.

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Not Applicable				

SPECIALTY PLANT MATERIALS (Knockout Roses, Dwarf Asian Jasmine, Crape Myrtles, etc.)				
MONTH	FORMULA	(PLEASE LIST PLANTS THIS FERTILIZER IS TO BE APPLIED)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Included in	"Ornamental" Applications			

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ 7,020.00

Yr (if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's Board of Supervisors.
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ 0.00 /Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Not applicable as there are no palms on property				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services.

\$ 12,660.00 / Yr

Top Choice application will be performed at the sole discretion of the District's BOS's

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials)
_____/Yr

\$ 6,240.00

Freeze Protection (description of ability) _____
Shut off all main water lines.

\$ 80/Hour /**application (do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 120.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Installation of Chocolate Mulch (All labor and materials) \$ 12,600.00
_____/Yr

(if both topdressings are performed - do not include in Grand Total)

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

100 CY Chocolate Mulch per specs for the first top-dressing at \$ 63.00 /CY (app. October)

And

100 CY Chocolate Mulch per specs for the second top-dressing at
\$63.00 /CY (app. April)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor and this amount shall not be included in the monthly billing

PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor and this amount shall not be included in the monthly billing

Contractor shall install 500 (4") annuals up to four (4) times per year per specs at the direction of the District at \$ 2.25 /annual

\$ 1,125.00 /rotation

\$ 4,500.00 Yr (if all rotations are performed - **do not include in Grand Total**)

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ 168,552.00 /Yr

FIRST ANNUAL RENEWAL
/Yr

\$ 173,616.00

SECOND ANNUAL RENEWAL
/Yr

\$ 178,824.00

CLIENT NAME: Anthem Park Community Development District
Care of Breeze Home

BILLING ADDRESS: 1540 International Parkway, Suite 2000 Lake Mary,
Florida 32746

PROPERTY CONTACT: Patricia Thibault

PROPERTY CONTACT EMAIL: patricia@breezehome.com

PROPERTY CONTACT PHONE: 813-565-4663

CONTRACT EFFECTIVE DATE: **October 1, 2025**

CONTRACT EXPIRATION DATE: September 30, 2028

INITIAL TERM: Three Years

PROPERTY NAME: Anthem Park Community Development District

PROPERTY ADDRESS: 2090 Continental St, St Cloud, FL 34769

CONTRACTOR: Yellowstone Landscape, PO Box 849, Bunnell, FL 32110

YELLOWSTONE CONTACT: Nicole Ailes

YELLOWSTONE CONTACT EMAIL: nailes@yellowstonelandscape.com

YELLOWSTONE CONTACT PHONE: 559.977.4719

YELLOWSTONE SCOPE OF SERVICES: The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$168,552.00** annually, in equal monthly installments billed in the amount of **\$14,046.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape-
Southeast, LLC

Accepted by: Anthem Park Community
Development District

Printed Name: Pete Wittman, Branch Manager
Date:

Printed Name:
Date:



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client's failure to object to such changes via written notice within 30 days shall be deemed to be Client's affirmative consent to such changes.

All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% or the annual CPI percentage increase, whichever is greater, at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Increased Costs/Additional Services: Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add charges payable by Client hereunder during the Initial Term or any Renewal Term: (i) for any changes or modifications to, or differences between, the actual Services provided by Yellowstone to Client and those specified on the Compensation Schedule; (ii) for any increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii) to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, pandemics or other widespread illness, or acts of God such as floods, fires, hurricanes and natural disasters. Increases to charges specified in this section may be applied singularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section are not represented to be solely an offset or pass through of Yellowstone's costs.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

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

Prevailing Provisions: In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

EXHIBIT 7

AGENDA



Proposal #: 610975

Date: 9/24/2025

From: Nathaniel Anderson

Landscape Enhancement Proposal for
Anthem Park CDD

Maria Agosta

Breeze

2090 Continental St

St Cloud, FL 34769

anthemparkcdd@gmail.com

LOCATION OF PROPERTY

2050 Remembrance Ave

St Cloud, FL 34769

Flush cut remove and disposed of 1 dead pine tree

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
General Labor	4	\$71.43	\$285.71
Dump Fee	1	\$157.14	\$157.14

Flush cut, remove, and dispose of 1 dead pine tree by Patriot Park.



Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title

Date _____

Anthem Park CDD

Subtotal		\$442.85
Sales Tax		\$0.00
Proposal Total		\$442.85

THIS IS NOT AN INVOICE

EXHIBIT 8

AGENDA



Proposal #: 611030

Date: 9/24/2025

From: Nathaniel Anderson

Landscape Enhancement Proposal for
Anthem Park CDD

Maria Agosta

Breeze

2090 Continental St

St Cloud, FL 34769

anthemparkcdd@gmail.com

LOCATION OF PROPERTY

2050 Remembrance Ave

St Cloud, FL 34769

FORT McHENRY PARK: (24) LIVE OAKS

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Raise Canopy On (24) LIVE OAKS	1	\$4,931.64	\$4,931.64

Fort McHenry Park – (24) Live Oaks:

Raise canopies (street 16 ft/sidewalk 8 ft)

Light thins out

Light clearance

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title

Date _____

Anthem Park CDD

Subtotal	\$4,931.64
Sales Tax	\$0.00
Proposal Total	\$4,931.64

THIS IS NOT AN INVOICE

EXHIBIT 9

AGENDA



Proposal #: 610996

Date: 9/24/2025

From: Nathaniel Anderson

Landscape Enhancement Proposal for
Anthem Park CDD

Maria Agosta

Breeze

2090 Continental St

St Cloud, FL 34769

anthemparkcdd@gmail.com

LOCATION OF PROPERTY

2050 Remembrance Ave

St Cloud, FL 34769

Trash Clean Up On Continental Street

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
General Labor	3	\$71.43	\$214.28
Dump Fee	1	\$171.43	\$171.43

Clean up and remove the trash pile on Continental Street. Ensure the area is cleared completely and dispose of all debris properly.



Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title

Date _____

Anthem Park CDD

Subtotal		\$385.71
Sales Tax		\$0.00
Proposal Total		\$385.71

THIS IS NOT AN INVOICE

EXHIBIT 10

AGENDA



Proposal #: 611019

Date: 9/24/2025

From: Nathaniel Anderson

Landscape Enhancement Proposal for
Anthem Park CDD

Maria Agosta
Breeze
2090 Continental St
St Cloud, FL 34769
anthemparkcdd@gmail.com

LOCATION OF PROPERTY

2050 Remembrance Ave
St Cloud, FL 34769

FORT McHENRY BLVD: (51) LIVE OAKS Raise Canopy

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Raise Canopy 0n Live Oak	1	\$10,685.22	\$10,685.22

Provide the labor and equipment for work on Fort McHenry Blvd:

- (51) Live Oaks
- Raise canopies (street 16 ft/sidewalk 8 ft)
 - Light thin out
 - Light clearance

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title

Date _____

Anthem Park CDD

Subtotal	\$10,685.22
Sales Tax	\$0.00
Proposal Total	\$10,685.22

THIS IS NOT AN INVOICE

EXHIBIT 11

AGENDA

QUOTE NO. 8473

Anthem Park (3763)
 2090 Continental St
 St Cloud Florida 34769

Date: 09/25/2025
Site Address: 2090 Continental St
 St Cloud Florida 34769
Valid Until: 10/25/2025
Salesperson: Roger Di Pardi
Order No.:

Description

Mount and install surge protection devices for security cameras and access control systems across entire site.

Scope of Work

- Mount and install surge protection for Access control Readers and CCTV Cameras.
- (**Room behind Maria's office**, must install next to ZKTeco controller)
- Mount and connect Altronix Power Box for all Lock devices.

Clubhouse:

- 1pcs - DK-WM4NETS
- 1pcs - DK-RM12NETS – since is Rack mount then we need to add a rack wall mount
- 1pcs - 4U – Wall mount rack
- 15pcs - 3ft Patch cable
- 10ft - 10 Gauge ground wire
- 2pcs - Ground terminal
- Install Battery backup

Pool Pole:

- 1pcs - DK-WM4NETS
- 3pcs - 3ft Patch cable
- 3ft - 10 Gauge ground wire
- 1pcs - Ground terminal

Basketball Court:

- 1pcs - DK-WM4NETS
- 4pcs - 3ft Patch cable
- 6ft - 10 Gauge ground wire
- 1pcs - Ground terminal

Client`s electrician must provide **Ground Bus Bar** near the devices at: Clubhouse, Basketball court and Access control room behind Maria's Office.

Part #	Item	Quantity	Unit Price	Total
DK-WM4NETS	4CH, 1U, Rack Mount Network Protector	3.00	\$155.94	\$467.82
	DK-RM12NETS - Rack Mount Network Surge Protector, 12-channel, 1U RMS	1.00	\$621.00	\$621.00

QUOTE NO. 8473

Part #	Item	Quantity	Unit Price	Total
	4U Folding 19 Inches Cold Rolled Steel Wall Mountable	1.00	\$54.00	\$54.00
3 FT Patch Cable (20 pack)	GearIT Cat 6 Ethernet Cable (20-Pack 3 Feet) Cat6 Network Patch, 10Gbps, RJ45	1.00	\$62.22	\$62.22
	10 AWG Solid Copper Wire Industrial - 25FT 12-10 Gauge 1/4" Stud(M6) Automotive Marine Ring Connectors	1.00	\$43.75	\$43.75
	AL400ULACM Access Power Controller with Power Supply Charger, Fused Relay Outputs, 12/24VDC at 4A, BC400 Enclosure	1.00	\$416.07	\$416.07
	DTK-4LVLPCR - Card Reader Surge Protector for Card Readers Operating on 12/24V Power, Protects Pairs	7.00	\$81.16	\$568.12
	Installation Labor - Structured Wiring, Drilling and Wall Perforation included	1	\$2,500.00	\$2,500.00

- 3 Year Warranty on Parts and Labor - Excluding Acts of Nature (i.e. Lighting Strikes, Power Surges, Flood)
 - Tax Billed on Material Only

Service Fee	\$2,500.00
Materials	\$2,232.98
Sub-Total ex Tax	\$4,732.98
Tax	\$0.00
Total inc Tax	\$4,732.98

This quote covers scope of work as stated.
 Any unforeseen changes regarding equipment or labor will be billed separately.

EXHIBIT 12

AGENDA

From: **Dama Barbosa** <Dama.Barbosa@stcloudfl.gov>
Date: Thu, Sep 4, 2025 at 1:42 PM
Subject: RE: SCPD OFF DUTY DETAILS & DK in Anthem Park
To: Maria Agosta <anthemparkcdd@gmail.com>

Hi Maria,

Our awesome Chief Goerke got aboard a full-time Legal advisor (Daniele Pinnell) and we have check with her into your concerns regarding the resident's behavior at the community pool.

I got clarification with her:

“Under Florida Statute 720.305, homeowners in an HOA community cannot be trespassed from common areas—such as the pool—since they have a legal ownership interest and usage rights in those amenities. Section 720.305 specifically

provides that associations may levy fines or suspend use rights for violations of governing documents, but only after proper notice and an opportunity for a hearing. This means that while our sworn personnel cannot issue a trespass order to

remove a resident from common property, sworn personnel can address inappropriate behavior through the HOA's established enforcement procedures—such as written violations, fines, or temporary suspension of amenity access in

accordance with due process under the statute.

Our Off-duty detail assignees would help in assisting & documenting any incident and initiating any necessary action under the HOA's enforcement process. As always...Thank you for your leadership; I just wanted to make sure that you know what can be done and what cannot.

I am always here for you, call me if you need me (407 744-3323)

Kind Regards,

EXHIBIT 13

AGENDA



FLORIDA INSURANCE ALLIANCE



Anthem Park Community Development District

Date of Visit: Thursday September 4, 2025, at 10:30 AM

District Manager: Andy Mendenhall andy@hikai.com

Field Manager: Maria Agosta anthemparkcdd@gmail.com

Address: 2090 Continental St., St. Cloud FL 34769

FIA Attendees: Dennis Thomas, FIA Risk Services Consultant
Maggie Elliott, FIA Risk Services Consultant

Visit Overview

The purpose of the visit on the above referenced date was to allow our team to review Anthem Park's Development District site from a risk management perspective. The visit allowed us to support the District's loss control efforts by identifying any hazards that could lead to accidents and claims and discuss recommendations to remediate any loss producing conditions. Those observations and recommendations are included in this letter. While we did not have the opportunity to observe all areas owned and/or maintained by the District, we feel that the areas we were able to observe are representative of the general current condition of the property.

District Summary

The Anthem Park Community Development District consists of approximately 211 acres and includes 3 ponds. While current buildout is at 867 homes, though the District was designed to support 919 residential units. District owned amenities include a clubhouse pool, playgrounds, tennis court, basketball court, and a volleyball court. Additional district owned property includes fencing, entry features, benches, a pier, fountains, pergolas and pavilions.

Strengths

Strengths highlight some of the existing risk mitigation strategies in place. Consistent application is important to the District's overall risk management program.

- Adequate Alligator/Wildlife signage posted

Critical Recommendations

Critical recommendations are associated with exposures and hazards that represent a significant danger or risk warranting immediate attention. While follow-up for all recommendations is encouraged, items in the critical category may require documented resolution and review by FIA's Risk Services team as indicated in the recommendation description.

- Fire Extinguisher servicing

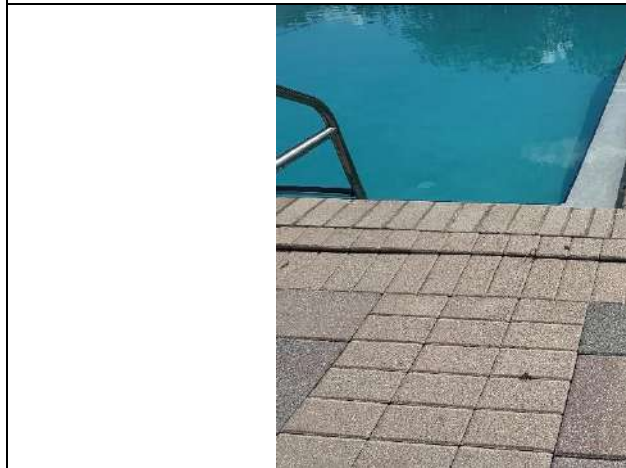
Fire Extinguisher- Extinguisher in Clubhouse was observed to not have been serviced at last visit. Maintaining extinguisher will assure proper function when needed during an emergency.	Recommendation – Arrange to have all portable fire extinguishers serviced by a professional fire protection company on an annual basis with the dates of such service recorded on tags attached to each unit.
	Per NFPA-10 Fire extinguishers need to have an external maintenance examination conducted on a yearly basis, at the time of hydrostatic test, or when specifically indicated by an inspection discrepancy

Important Recommendations

Important recommendations are provided to address exposures that if not corrected, have the potential to result in moderate injury or property/liability losses. Some of these recommendations have been proposed from prior visits.

- Clubhouse securement
- Trip Hazard
- Basketball Goal Pads
- Dog Park Signage
- Dog Park fencing
- Dog Park gate
- Housekeeping
- Playground Surfacing
- Dock Signage
- Basketball Goal Pads
- Playground labeling

Clubhouse access- During visit, the Clubhouse was unlocked and accessible to general public, with no management. Clubhouse with no management or oversight creates significant risks, including increased crime, liability issues, property damage, and financial instability.	Recommendation – Suggest keeping Clubhouse locked when no management is on the premises or have the electronic access system control this.
	

Trip Hazard - Uneven surfaces on the pool deck can create a trip and fall hazard for resident's and guests. Elevation changes of ¼" and greater are considered a trip hazard by the ADA.	Recommendation - Advise having pavers that re-leveled and implementing a maintenance program to manage going forward. Attached is a Published Member resource on Pool Risk Management Essentials.
	

Playground labeling – Though the playground had stickers noting the age requirements, they are faded and barely legible. Separating into age-appropriate zones is crucial for safety and proper development for children.	Recommendation- Suggest re-applying new stickers denoting ages specified by the playground manufacturer. Attached is a Published Member resource on Playground Safety.
	

Playground Surfacing- The mulch in the playground area appears to have some low spots throughout. We wanted to bring this to your attention, as having the appropriate depth of material is important for safety and injury prevention.

Recommendation- Suggest using the markers for referencing the height of the mulch to be at. Having mulch at the required depth is a safety feature that minimizes injuries from falls. The correct depth is dictated by safety standards from bodies like the Consumer Product Safety Commission (CPSC). Attached is a Published Member resource on Playground Safety.



Table 2. Minimum compressed loose-fill surfacing depths

Inches	Of	(Loose-Fill Material)	Protects to	Fall Height (feet)
9		Shredded/recycled rubber		10
9		Sand		4
9		Pea Gravel		5
9		Wood Mulch (non-CCA)		7
9		Wood Chips		10

Basketball Goal Pads- The Basketball goal posts did not offer any protection if a person was to run into them while playing. Providing protective padding can mitigate possibly injuries if struck.	Recommendation- Consider the addition of padding as shown in the bottom right photo to reduce the likelihood and severity of collision injuries.
	

Dog Park Signage – Neither of the two sections were labeled for either small or large breed dogs. Failure to segregate dogs by size poses significant risks to from predatory injuries, accidental injuries and liabilities.	Recommendation- Advise installing signage for both sections delineating from Large Breed and Small Breed. Installing proper signage can mitigate possibly liability concerns and also provide a much more enjoyable experience for the dog and owner. Attached is a Published Member resource on Dog Park best practices.
	

Dog Park fencing- During our review we identified a section of fencing that would allow small dogs to exit without owners control and enter where children are at playground.

Recommendation- Advise repairing damaged section of fencing in efforts in keeping the dog park properly managed. Maintaining the fencing can not only keep dogs from running off but can also keep untamed animals from entering.



Dog Park gate – The access gates at the Dog Park were not self-closing. Not having have a self-closing gate at a dog park presents significant risks, including dogs escaping, fights between dogs, and danger to both pets and people.

Recommendation- Suggest installing self-closing gates/hinges for both sides of the dog park. Having this will allow the gate to automatically close behind a person, ensuring the enclosure remains secure and keeping dogs safely contained.



Housekeeping – Men’s bathroom was being used for storage. Using the bathroom for storage not only exposes the items to health and contamination hazards but can be trip/fall exposures as well.	Recommendation- Suggest relocating items to a safe secure place, that minimizes to chance of injury to residents.
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Dock Signage – No signage was observed at the dock advising NO diving or swimming from dock. Not having this poses the risk of significant injuries from possible submerged hazards, unknown water depth.	Recommendation- Advise the addition of signage on the district’s dock and reinforce the no swimming/diving rule.
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Advisory Recommendations

Advisory Recommendation is a suggestion meant to provide information to make an informed decision and is generally not mandatory.

- No Advisory recommendations observed

Thank you for including us in your risk management efforts. We appreciate your collaborative approach and are committed to working together to develop and implement effective risk mitigation strategies.

EXHIBIT 14

AGENDA

Playground Safety: A Comprehensive Approach for Districts

Playgrounds are an asset to any community and present an opportunity for children to have fun, exercise, while supporting physical, social, and intellectual development. Playgrounds can also present significant injury hazards if safety guidelines and best practices are not followed. The U.S. Center for Disease Control and Prevention (CDC) data shows that over 200,000 children head to emergency rooms annually due to playground related injuries. This reference note highlights the areas to consider when providing safe playgrounds for communities and includes a checklist developed by the Consumer Product Safety Commission (CPSC) that can be used as an assessment tool.

Age Suitability and Design

The needs and abilities of children will vary along with their ages and stages of development. Therefore, it is important for playground equipment to be in line with the size, ability, and developmental needs of the children who will be playing there. These traits vary greatly from the ages of 2 to 12. The equipment manufacturer will designate equipment age groups based on a number of factors including fall height, guardrail height, and overall complexity of the structure. The two most common age groups are 2-5 and 5-12. Consider partnering with a qualified playground design firm. Their expertise in age-appropriate equipment selection, layout optimization, and adherence to safety standards (like those outlined in the CPSC Handbook for Public Playgrounds) ensures you create a space that caters to all developmental stages.

Fall Surfacing

Falls are a common playground occurrence. Installing and maintaining appropriate surfacing under and around equipment significantly reduces the risk of serious injuries, especially head trauma. The surfacing material should provide sufficient shock absorption based on the specific fall height of each play structure. Surfacing should extend 6 feet in all direction from play structures. For swing sets, the surfacing should extend twice the height of the top bar. Industry standards like ASTM F1292 should be met for safe surfacing materials. Regular inspections are vital to ensure proper depth and functionality. Worn or compacted surfaces lose effectiveness. The CPSC table above outlines recommended depth for various surfacing materials. Inappropriate surfacing materials are asphalt, carpet, concrete, dirt, and grass. Keep in mind that loose-fill materials will compress at least 25 percent over time due to use and weathering, so frequent maintenance and inspection are important.

Inches Of	Material Type	Protects To Fall Height
9"	Shredded Rubber	10'
9"	Sand	4'
9"	Pea Gravel	5'
9"	Wood Mulch	7'
9"	Wood Chips	10'

Supervision

Playgrounds can present special challenges as children may use the equipment in unintended and unanticipated ways, making adult supervision imperative. Play areas should be designed so that caregivers and parents can easily oversee their children.

Inspection and Maintenance

Regularly inspecting playground equipment is an important way to support a safe play environment. Documented inspection should be carried out at least monthly, using a checklist like the one included below. During higher use periods, it is recommended that inspections be conducted more frequently. Daily visual inspections are also a great best practice. Identified deficiencies should be repaired promptly according to manufacturer guidelines. Areas in need of repair should be marked with caution tape, temporary fencing, or cones to ensure that children are not exposed to the area until the repair can be completed.

Frequently Asked Questions (FAQ) on Playground Safety

Q: How often should we replace playground equipment?

A: The lifespan of playground equipment depends on various factors like material, usage frequency, and maintenance practices. However, most equipment has a lifespan of 8-15 years. Regular inspections will help identify when replacement becomes necessary.

Q: What are some common playground safety hazards?

A: Common hazards include:

- Worn or inadequate surfacing
- Damaged equipment (broken swings, loose bolts, etc.)
- Protruding objects or sharp edges (including loose hardware)
- Unsafe play behaviors (roughhousing, climbing on non-designated areas)
- Non-commercial equipment or equipment that does not conform to CPSC Standards for Public Playgrounds

Q: What are some alternatives to wood chips for fall surfacing?

A: Several safe and effective surfacing options exist beyond wood chips. These include:

- **Shredded rubber:** Provides good shock absorption and comes in various colors.
- **Poured-in-place rubber:** Offers a seamless, low-maintenance surface but can be more expensive.
- **Artificial turf:** Provides a clean and visually appealing surface but may not offer the same shock absorption as other options.

Q: What should playground rules signage include?

A: Here is what we typically suggest:

- Recommended age group(s) for equipment (from manufacturer)
- Language that encourages safe play behaviors.
- Warning of hot surfaces and surfaces being slippery when wet
- Language encouraging adult supervision
- Operating hours (dawn to dusk is recommended for areas without an artificial light source)
- Reminder that use of playground is “at your own risk”



Our team is always here to help. If you have any questions, please contact us at riskservices@egisadvisors.com.

PLAYGROUND SAFETY CHECKLIST



SURFACING

- ☐ Adequate protective surfacing under and around the equipment.
- ☐ Surfacing materials have not deteriorated.
- ☐ Loose-fill surfacing have no foreign objects or debris.
- ☐ Loose-fill surfacing materials are not compacted.
- ☐ Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.

DRAINAGE

- ☐ The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.

GENERAL HAZARDS

- ☐ There are no sharp points, corners, or edges on the equipment.
- ☐ There are no missing or damaged protective caps or plugs.
- ☐ There are no hazardous protrusions.
- ☐ There are no potential clothing entanglement hazards such as open S-hooks or protruding bolts.
- ☐ There are no crush and shearing points on exposed moving parts.
- ☐ There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in the play zone.

SECURITY OF HARDWARE

- ☐ There are no loose fastening devices or worn connections.
- ☐ Moving parts, such as swing hangers, merry-go-round bearings, track rides, are not worn.

DURABILITY OF EQUIPMENT

- ☐ There are no rust, rot, cracks, or splinters on any equipment. Pay close attention to where the equipment meets the ground.
- ☐ There are no broken or missing components on the equipment. This includes handrails, guardrails, steps, rungs, etc.
- ☐ There are no damaged fences, benches, or signs on the playground.
- ☐ All equipment is securely anchored.

GENERAL UPKEEP OF PLAYGROUNDS

- ☐ There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.
- ☐ The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.

INSPECTION BY:

DATE OF INSPECTION:

NOTES AND ITEMS NEEDING ATTENTION:

EXHIBIT 15

AGENDA



Dog parks are one of the fastest-growing amenities in many communities, fueled by the ever-growing number of dog owners. They're a great way to give our furry friends the exercise, socialization, and safe space they need. But with great dog parks come great responsibilities! We've seen an increase in incidents in recent years, from dog fights to escaped pups and even the occasional human tumble and wildlife encounter. So, let's talk about how to create a dog park that's both fun and safe.

Creating a Safe Haven for Pups and People

Rules and Signage

Every dog park needs clear rules. Think of them as the "paw-litical" system of your park. Rules should cover everything from park hours and leash requirements to waste disposal and supervision of children. Make sure these rules are posted clearly at the entrance and throughout the park. Rules signage should include the following:

- Use of the park is at your own risk OR
 - "Park users assume all risks related to park use"
 - "Owners are responsible and liable for the actions and behaviors of their dogs at all times"
 - "You are legally responsible for your dog's behavior, and any injuries or damages he/she causes."
- State the hours of park operation (Dawn to dusk recommended for areas without light source)
- Warn users and others that it is an off-leash park
- Recommend that children be supervised
- Puppies under four months old and aggressive dogs should not use the park
- No food or glass containers are allowed
- Owners must clean up after their dog and properly dispose of waste
- Remind dog owners of their responsibility to keep their animal under control at all times
- If a dog digs a hole, the owner is responsible for filling it prior to their departure
- Beware of Wildlife (especially important if the park is located near natural wildlife habitats)

Location, Location, Location

Choose a spot that's away from playgrounds, schools, and busy streets. You want a place where dogs can run free without causing a "ruff" time for others. The park should be at least 200 feet from businesses and residences and 100 feet from any bodies of water. Locate the off-leash area close to the parking lot to discourage owners/handlers from letting their dogs off the leash between the dog park and the parking lot. Americans with Disabilities Act (ADA) requirements should be taken into consideration.

Separate Play Areas

If you have the space, consider separate areas for small and large dogs. This prevents those awkward moments when a Chihuahua tries to play tag with a Great Dane. Large dogs may not mean to hurt the smaller dogs, but they can play too rough, or they may see the small dog as a prey animal and pick it up and shake it, which can be fatal.



Size Matters

A cramped dog park is like a crowded dance floor – it's just asking for trouble. Aim for at least a quarter to a half-acre of space, or even bigger if you can. Size is important because if dogs become too crowded, it is much easier for a “bully” or a pack of dogs to corner and harass another dog. Fights tend to break out more often under crowded conditions.

Gate Expectations

A double-gate entry system is like a dog park's version of a bouncer. It helps prevent escapes and gives owners a chance to leash and unleash their dogs safely. Make sure gates close properly with magnetic latches or similar mechanisms.

Maintaining a "Pawsome" Park: Upkeep and Inspections

Maintenance Must-Dos:

- **Waste Disposal:** Keep those poop bags stocked and empty those trash cans regularly. No one likes a stinky park!
- **Ground Control:** Fill in any holes dug by enthusiastic diggers to prevent twisted ankles and tumbles.
- **Fence Check:** Regularly inspect and repair fences to prevent any Houdini hounds from making a break for it.
- **Surface Revival:** Maintain the park's surface, whether it's turf, wood chips, or something else, to keep it clean and safe for paws and people.
- **Sign of the Times:** Keep those signs looking fresh and legible. Faded or damaged signs are like whispers in a dog park – no one can hear them!
- **Amenity Upkeep:** Don't forget about benches, water fountains, and other amenities. A little TLC goes a long way!
- **Inspection Time:** Regular inspections are like a health check-up for your park. Look for any hazards, like broken glass, poisonous plants, damaged equipment, or even unexpected items like antifreeze-laced cupcakes (yes, it's happened!).
- **Record Keeping:** Keep track of your maintenance activities. This helps you stay on top of things and provides valuable documentation in case of any incidents.

Contact Us!

If you have any additional questions on dog parks, risk management, or if you would like to schedule an on-site risk assessment for your district, please contact us at riskservices@egisadvisors.com

EXHIBIT 16

AGENDA

Diving into Safety: Pool Risk Management Essentials for Districts

Community pools are popular amenities, offering residents a place to relax, exercise, and socialize. However, they also present inherent risks that, if not properly managed, can lead to accidents and injuries.

When evaluating the risk a pool poses, some potential liabilities may be fairly obvious while others may not. Obvious risks include drowning and slip/fall accidents, but do not overlook other items such as signage, water quality, chemical management, and lifeguard staffing. Adequately identifying your risks is essential to addressing them. To retain the benefits that a pool brings to your district, mitigating these associated risks of pool operation by instituting proper safety measures will serve to protect your district from such liability.

General Pool Safety Requirements

The information outlined in this document is intended to provide an overview of liability exposures associated with public pools and offer loss control recommendations to mitigate these hazards. They include but are not limited to those included in the Florida Building Code, as well as the Department of Health and Administrative Code 64E-9 for Public Swimming Pools and Bathing Places.

Pool Access

- Ensure that fencing surrounds the pool perimeter, at least four feet or higher with self-latching gates. Fencing and gates should prevent a child from getting over, under, or through, keeping children from gaining access to the pool except when supervising adults are present.
- Pool gates should open outward, away from the pool, and be self-closing and self-latching. If a gate is self-locking, the locking mechanism should be at least 54 inches from the bottom of the gate.
- The pool area should be inaccessible to unauthorized individuals when not open for operation.

Pool Area

- **Pool Deck:** A deck surface constructed of concrete or other nonabsorbent material with a slip-resistant finish will reduce slip and falls. Pool decks should be inspected regularly for cracks, obstructions, uneven surfaces, loose pavers, and other hazardous conditions. The pool deck should be sloped to prevent standing water. Ensure pool channel drains are flush with the deck to eliminate trips and falls.
- **Markers:** Minimum 4-inch-high, permanent, contrasting depth markings must be located on both sides of the pool at the shallow end, slope break, deep point and deep end wall, and every 25 feet. Ensure these markings are slip resistant and can be easily read. In addition, all areas of the pool which are not part of an approved diving depth should have NO DIVING markings every 25 feet.



- **Life Safety Equipment:** An 18in lifesaving ring with sufficient rope attached to reach all parts of the pool from the pool deck must be available as well as a shepherd's hook/life hook securely attached to a one-piece pole not less than 16 feet in length. The life ring rope should be in good condition, free of frays. Mount this safety equipment in a conspicuous place, making sure pool furniture and/or landscape features do not impede visibility of or access to the equipment at any time.
- **Pool Furniture:** Furniture should be made of non-corrosive material and be sanitized regularly. Inspect furniture regularly, removing damaged items or mark them out of service until they can be repaired.



Chemical Storage

- Chemicals should be kept in a cool, dry, well-ventilated, secure area inaccessible by patrons. Chemicals should be monitored on a consistent basis with record-keeping completed in accordance with Florida Administrative Code 64E-9. Ensure that vendors keep chemical storage areas locked to prevent a child from wandering in or around the chemical storage wells.
- If the pool uses gas chlorine, there must be a separate, locked room for chlorine storage. The room should have a ventilation system, be well-lit, and have a scale for weighing canisters.

Restrooms

Slips and falls are common in pool restrooms due to wet surfaces. To mitigate this risk, districts should implement the following best practices:

- **Slip-Resistant Flooring:** Ensure there is slip-resistant flooring in restrooms and shower areas to reduce the risk of falls. This is required by Florida Building Code (FBC) section 454.1.6.1.3.
- **Proper Drainage:** Ensure adequate drainage to prevent water accumulation on floors.
- **Grab Bars:** Install grab bars near toilets and showers to provide support and stability.
- **Regular Cleaning:** Maintain restrooms in a clean and sanitary condition to minimize the risk of contamination and slips.
- **Adequate Lighting:** Provide sufficient lighting to ensure visibility and safety.
- **Signage:** Post signs reminding patrons to exercise caution due to wet floors.
- **Mats:** Place absorbent mats at entrances and exits to help dry feet and reduce the amount of water tracked onto floors.

Signage

Minimum requirements include the following which should be posted in a minimum of 1-inch lettering and be visible from all areas of the pool/spa deck:

- No food or beverages in the pool or on the pool wet deck. Commercially bottled water in plastic bottles is allowed on the pool wet deck for pool patron hydration.
- No glass or animals in the fenced pool area or on the pool deck.
- Maximum person capacity/bathing load for pool.
- Swim at your own risk.
- The normal hours that the pool is open and a prohibition against using the pool when it is closed.

- Patrons must shower before entering the pool.
- If a lifeguard is on duty, hours should be posted.
- For districts without lifeguards, a warning sign saying WARNING: NO LIFEGUARD ON DUTY or similar wording should be prominently posted at the location where people enter the pool area.
- If diving is prohibited, NO DIVING shall be in 4-inch lettering.
- Do not swallow the pool water, it is recirculated.
- Do not use the pool if you are ill with diarrhea.
- Maximum pool depth in feet.



Always check with your county health department to verify if added requirements apply.

Spas

In addition to the minimum requirements above, spa signage shall include the following:

- Maximum water temperature 104F
- Children under twelve must have adult supervision.
- Pregnant women, small children, people with health problems, and people using alcohol, narcotics, or other drugs that cause drowsiness should not use spa pools without first consulting a doctor.
- Maximum use 15 minutes. A clock shall be visible from the spa pool to assist the patron in meeting this requirement.

Supervision

- **Lifeguards and Pool Monitors:** While many districts do not have lifeguards on staff, those that do should ensure that they are certified by the American Red Cross, YMCA, or other nationally recognized organization. Proof of proper certification should be kept at the pool site. If the district hires a lifeguard, pool attendant, or monitor, appropriate background checks should be conducted prior to the individual starting the role. Lifeguard and pool attendant job descriptions should be written, reviewed, and agreed upon by both the employer and employee.
- **Age Guidelines:** Determining an appropriate minimum age for unsupervised access to community pools can be complex, as it involves balancing safety concerns while managing perceptions of overly restrictive access. While no specific minimum age is mandated by Florida law, several factors should be considered when establishing age restrictions and supervision requirements for minors at community pools:
 - **Pool Design and Features:** Pools with varying depths, diving boards, or water slides may necessitate stricter age restrictions than simpler pools. Features like water slides and other attractions often have age guidance provided by the manufacturer/designer. Such criteria are often included in the safety plan that is submitted during the pool permitting process.
 - **Focus on Safety:** Frame age restrictions in terms of safety.
 - **Accommodations:** Maintain a process for residents to at least make a request for accommodations to any pool rules that may disproportionately affect certain groups.
 - **Legal Review:** Periodically review pool rules and requests with legal counsel to ensure they comply with the latest fair housing regulations and interpretations.

Risk Transfer

- Liability exposures created using vendors and contractors should be managed by district personnel. Contractor selection, contractual agreements, and certificates of insurance ensure your district is protected. This includes employees leased through a staffing agency or vendor and persons providing swim lessons.
- Contracts should hold the district harmless and copies of certificates of insurance showing liability coverage with limits at least equal to the district's limits should be obtained and kept current. The district should be listed as an additional insured on these certificates. FIA's Risk Services team can assist in the review process.

Frequently Asked Questions (FAQs)

Q: Should we allow alcohol at our community pool?

A: We strongly discourage allowing alcohol in and around pool areas due to the increased risk of accidents and injuries. Alcohol can impair judgment, coordination, and reaction time, increasing the likelihood of slips, falls, and drownings. Additionally, it can hinder a caretaker's ability to supervise children effectively. The CDC reports that alcohol use is involved in up to half of adolescent and adult deaths associated with water recreation. Districts should discuss the risks and associated controls with their insurance and risk management team.

Q: Are there any special considerations for night swimming?

A: Yes, if your district decides to allow night swimming, adequate lighting is crucial for safety. Underwater and overhead lighting should be provided in accordance with Florida Administrative Code 64E-9.006(2)(c) or the pool must close at dusk. Ensure that all areas of the pool and deck are well-lit to prevent accidents.

Q: Do we need to have ADA pool chair lifts?

A: Pool lifts are not required for all pools, particularly those with a zero-depth entry, which can serve as an accessible means of entry on its own. However, the Florida Building Code (FBC) mandates that if a pool lift is installed, it must comply with the ADA Standards for Accessible Design to ensure accessibility for individuals with disabilities. Factors that may influence the decision to install a pool lift include:

- **Pool Type and Usage:** Public pools, especially those used for therapy or rehabilitation, are more likely to require a lift.
- **Community Needs:** If the community has a significant population of individuals with disabilities who would benefit from a lift, it may be necessary to install one.
- **Local Regulations:** Some local jurisdictions may have specific requirements regarding pool lifts, so it's important to check local codes and ordinances, as well as FL DOH and FBC codes.

If a district chooses to install or already has a pool lift, it must meet the following criteria per FBC 454.1.2.5.6:

- **Placement:** The lift should be located in an area that allows for safe and easy transfer from a wheelchair or other mobility device.
- **Operation:** The lift should be easy to operate and have clear instructions for use.
- **Maintenance:** The lift should be regularly inspected and maintained to ensure it is in good working order.
- **Clear Deck Space:** Lifts mounted into the pool deck shall have a minimum 4-foot-wide (1,219 mm) clear deck space behind the lift mount.

At Florida Insurance Alliance, we understand the risks and hazards found in our member districts. If you have areas of concern or would like one of our knowledgeable loss control consultants to review and assess your district's risk management program, please contact us at riskservices@egisadvisors.com.

EXHIBIT 17

AGENDA

**MINUTES OF MEETING
ANTHEM PARK
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Anthem Park Community Development District was held on Wednesday, September 3, 2025 at 9:30 a.m. at Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769.

FIRST ORDER OF BUSINESS – Roll Call

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

Present and constituting a quorum were:

Blair Possenriede	Board Supervisor, Chairwoman
Sarah Kubik Kraeuter	Board Supervisor, Vice Chairwoman
Linda Ellens	Board Supervisor, Assistant Secretary
Yasiris Santos-Nieves	Board Supervisor, Assistant Secretary
Gail Dee	Board Supervisor, Assistant Secretary

Also present were:

Andy Mendenhall	District Manager, Kai
Maria Agosta (<i>via Zoom</i>)	Amenity Manager, Kai
Lindsay Moczynski (<i>via Zoom</i>)	District Counsel, KVV
Peter Wittman	Branch Manager, Yellowstone
Matt Goldrick	Steadfast

SECOND ORDER OF BUSINESS – Audience Comments

None

THIRD ORDER OF BUSINESS – Staff & Vendor Reports

A. District Counsel

Ms. Moczynski:

- Reported that recent legislative changes required all districts to update their rules, including extending notice periods for public hearings, some from 30 to 45 days.
- Updated rules and a redlined memo would have been included in the October agenda, and a public hearing would have been needed later in the year. These changes meant rule approvals might have required two Board meetings due to longer notice periods.
- Stated that the Yellowstone contract had been sent for legal review. The contract used the same format as the previously approved proposal, with updated dates, fees, and Yellowstone's information. The intended start date appeared to be October.
- Confirmed the final step was Board approval in its final form, pending legal review, with no significant changes expected since Yellowstone had already agreed to the original format.

On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board approved Yellowstone contract final form, subject to legal review, for the Anthem Park Community Development District.

- Reported that no settlement had been reached with Vesta after offering \$14,000.
- Recommended moving forward with litigation. Her firm could not handle the case, so she suggested hiring Ms. Paige Greenlee, a litigation attorney, who could start immediately.

The Board could authorize the engagement and allow the Chair to sign between meetings.
Legal fees might be recoverable under the wrongful acts doctrine.

On a MOTION by Ms. Possenriede, SECONDED by Ms. Krauter, WITH ALL IN FAVOR, the Board **approved to authorize the Chairman to review and sign the proposed agreement on behalf of the Board between meetings, so that we may proceed with the next steps and engage with Paige Greenlee,** for the Anthem Park Community Development District.

B. District Engineer

Mr. Mendenhall:

- Mentioned that the approved Yellowstone's proposal for the erosion issue, had been addressed.
- Would follow up on the status of the exit depression and email the update to the Board.

C. Facility Manager

1. Exhibit 1: September 2025 Report

Ms. Agosta:

- Mountain Park fountain was reset by Renovida but might need an electrician.
- Would check on the fountain lights.
- The City planned to assess the sidewalk on September 18, 2025.

On a MOTION by Ms. Dee, SECONDED by Ms. Krauter, WITH ALL IN FAVOR, the Board **approved the Proposal from Renovida for staining of the Dock and Pool Pergola in the amount of \$1,950.00,** for the Anthem Park Community Development District.

- Reported the new pool maintenance company had started, the pool was running smoothly. The vendor who cleaned the pool was subcontracted, and she planned to get their contact info for future use.
- Asked to look into replacing lounge chairs but noted the previous ones were expensive. Ms. Krauter confirmed 20 loungers and 10 chairs were present. The Board agreed to take inventory first, and no need for new ones.

2. Exhibit 2: Steadfast – August 2025 Waterway Treatment Report

a. Exhibit 3: Consideration/Approval of Removal of Three (3) Shopping Carts - \$450.00

Ms. Agosta:

- The cart proposal is no longer needed, but shopping carts are still being left at the clubhouse and need to be removed possibly involving recycling or paying someone to remove them.
- Suggested emailing residents to report anyone seen abandoning carts. The board also discussed creating a newsletter to highlight the costs of community damage to encourage responsibility.
- Board noted clutter from HOA Christmas items still stored onsite. Ms. Agosta explained it was a friendly agreement since the HOA helped with decorations, but space is tight. She suggested building a storage closet between the restrooms. The board agreed to inventory current supplies and explore storage solutions.

3. Exhibit 4: Yellowstone – Consideration/Approval of Irrigation Repairs Proposal - \$4,781.37

On a MOTION by Ms. Krauter, SECONDED by Ms. Possenriede, WITH ALL IN FAVOR, the Board **approved the Proposal from Yellowstone for Irrigation Repairs in the amount of \$4,781.37**, for the Anthem Park Community Development District.

Mr. Mendenhall presented proposals for removing pine trees and installing viburnum plant, referencing prior discussions about thinning bushes.

On a MOTION by Ms. Krauter, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **approved the Proposal from Yellowstone for the Installation of Viburnum by the Walking Path in the amount of \$5,986.43**, for the Anthem Park Community Development District.

Ms. Krauter made a motion to approved the Proposal from Yellowstone for Pine Tree Removal Behind House on Continental.

On a MOTION by Ms. Krauter, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **approved the Proposal from Yellowstone for Pine Tree Removal Behind House on Continental in the amount of \$1,713.12**, for the Anthem Park Community Development District.

4. Consideration/Approval of Access Control System Proposals:

- a. Exhibit 5: Eliom - \$7,171.00
- b. Exhibit 6: HD Cameras - \$14,420.06
- c. Exhibit 7: ServiTec - \$14,575.00

Ms. Agosta:

- Access card system was damaged during a storm and proposals for replacement were received. One vendor (HD Cameras) increased their quote to \$15,234.33. Existing cards will still work with the new system after reprogramming, but she prefers residents come in to update outdated info.
- A key issue raised was whether property management companies and corporations (not listed owners) should be allowed to obtain access cards for tenants. Currently, cards are only issued to owners, which has caused complaints. The Board reaffirmed the policy: only owners could receive cards, and tenants must sign a form acknowledging community rules.
- Would draft a new tenant form and track card distribution.

On a MOTION by Ms. Krauter, SECONDED by Ms. Possenriede, WITH ALL IN FAVOR, the Board **approved the Proposal from HD Cameras for Access Control system in the amount of \$14,420.06**, for the Anthem Park Community Development District.

- Shared two mulch quotes: Yellowstone at \$12,600 (includes install) and another one at \$8,960 plus \$200 delivery (no install). She's waiting on a response from Yellowstone about separate install pricing. Yellowstone suggested working directly with the subcontractor to avoid Yellowstone's 27% markup.
- Noted increased weeds and missed detailing. A supervisor mentioned poor edging near the townhomes, an overgrown school path and trash seen around. Ms. Agosta will inspect.

Ms. Moczynski

- Asked if the Board wanted to officially direct her to work with Ms. Agosta and Mr. Mendenhall on drafting potential amendments to the rules regarding tenant versus owner access cards. The Board confirmed and gave that direction.

5. Exhibit 8: The School District of Osceola County – Consideration/Approval of Pool Use

Ms. Agosta:

- Received a request from the School District of Osceola County, Florida to use the pool for kindergarten water safety lessons. The Board had several questions, including supervision ratios, insurance, cleanup, access, and whether residents could still use the pool during the program.
- Mr. Mendenhall said a formal agreement would be needed, including liability waivers, background checks, and insurance naming the district as an additional insured. A nominal rental fee could also be considered. Ms. Agosta will gather more details and bring the information back to the Board.

D. District Manager

1. Exhibit 9: Presentation: Quarterly Compliance Website Audit Report

Mr. Mendenhall reported that the quarterly compliance website audit found everything ADA compliant, which is crucial to avoid potential lawsuits.

FOURTH ORDER OF BUSINESS – Administrative Items

A. Exhibit 10: Consideration/Approval of the August 6, 2025, Regular Meeting and Public Hearing Minutes

Remove hyphen for Supervisor Sarah Kubik Kraeuter's name

On a MOTION by Ms. Kraeuter, SECONDED by Ms. Possenriede, WITH ALL IN FAVOR, the Board **approved the August 6, 2025, Regular Meeting and Public Hearing Minutes**, for the Anthem Park Community Development District.

B. Exhibit 11: Consideration/Acceptance of the July 2025 Unaudited Financial Statements

Mr. Mendenhall noted that approximately \$41,000 for the security cameras will be moved from the capital projects line item to the reserve. This adjustment will be reflected in next month's report.

A supervisor pointed out that Gerald Harrington was incorrectly paid in December of last year. Mr. Mendenhall responded that the payment was based on a request from the former district manager and that once the meeting minutes confirm the absence, the issue will be corrected. If needed, funds will be retrieved or credited accordingly to resolve the

On a MOTION by Ms. Kraeuter, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **accepted the July 2025 Unaudited Financial Statements**, for the Anthem Park Community Development District.

FIFTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per individual)

None

SIXTH ORDER OF BUSINESS – Supervisor Requests

A Supervisor emphasized the need to improve communication through newsletters and updates, noting that it had helped reduce resident concerns in the past. Ms. Agosta agreed and stated she would work on improving that going forward.

161 A Supervisor requested to include repair costs in updates and to notify all members of expenditures
162 between meetings for transparency.

163 A supervisor suggested including a reminder in updates about alligator awareness.

164 **SEVENTH ORDER OF BUSINESS – Adjournment**

165 On a MOTION by Ms. Possenriede, SECONDED by Ms. Santos-Nieves, WITH ALL IN FAVOR, the
166 Board **adjourned the meeting**, for the Anthem Park Community Development District.

167
168
169 _____
Signature

170 _____
Printed Name
171 **Title:** ☐ **Chairman** ☐ **Vice Chairman**

EXHIBIT 18

AGENDA

Anthem Park Community Development District

Financial Statements
(Unaudited)

Period Ending
August 31, 2025

Anthem Park CDD
Balance Sheet
August 31, 2025

	<u>General Fund</u>	<u>Series 2016 Debt Service</u>	<u>Consolidated Total</u>
1 <u>ASSETS:</u>			
2 CASH - O&M Checking Accts.	\$ 138,215	\$ -	\$ 138,215
3 MMK ACCOUNT	380,400	-	380,400
4 MMK ACCOUNT-Restricted cash	24,869	-	24,869
5 DEBIT CARD	-	-	-
6 MMK ACCOUNT - Reserve	382,249	-	382,249
7 DEPOSITS IN TRANSIT	-	-	-
8 INVESTMENTS:			
9 REVENUE FUND	-	113,970	113,970
10 RESERVE TRUST FUND A1	-	277,453	277,453
11 RESERVE TRUST FUND A2	-	27,969	27,969
12 PREPAYMENT FUND A1	-	1,278	1,278
13 PREPAYMENT FUND A2	-	1,398	1,398
14 SINK FUND	-	-	-
15 PRINCIPAL A1	-	-	-
16 CONSTRUCTION FUND	-	-	-
17 ACCRUED REVENUE	-	-	-
18 DEPOSITS - UTILITIES	240	-	240
19 PREPAID EXPENSES	1,515	-	1,515
20 ACCOUNTS RECEIVABLE	2,600	-	2,600
21 ON ROLL ASSESSMENTS RECEIVABLE	-	-	-
22 DUE FROM OTHERS	-	-	-
23 DUE FROM GENERAL FUND	-	24,870	24,870
24 DUE FROM RESERVE	-	-	-
25 TOTAL ASSETS	<u><u>\$ 930,089</u></u>	<u><u>\$ 446,938</u></u>	<u><u>\$ 1,377,027</u></u>
26 <u>LIABILITIES:</u>			
27 ACCOUNTS PAYABLE	\$ 28,529	\$ -	\$ 28,529
28 ACCRUED EXPENSE	1,600	-	1,600
29 DEFERRED REVENUE ON-ROLL	-	-	-
30 DUE TO DEBT SERVICE	24,870	-	24,870
31 DUE TO GENERAL FUND	-	-	-
32 <u>FUND BALANCES:</u>			
33 NON-SPENDABLE (DEPOSITS & PREPAID)	1,755	-	1,755
34 RESTRICTED FOR DEBT SERVICE	-	446,938	446,938
35 SECOND QUARTER OPERATING CAPITAL	148,492	-	148,492
36 ASSIGNED FOR RESERVE	325,665	-	325,665
37 UNASSIGNED:	399,179	-	399,179
38 TOTAL FUND BALANCE	875,090	446,938	1,322,028
39 TOTAL LIABILITIES & FUND BALANCES	<u><u>\$ 930,089</u></u>	<u><u>\$ 446,938</u></u>	<u><u>\$ 1,377,027</u></u>

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon request.

ANTHEM PARK CDD
General Fund
Statement of Revenue, Expenditures and Change in Fund Balance
For the period from October 1, 2024 through August 31, 2025

		FY 2024 ADOPTED BUDGET	BUDGET YEAR TO DATE	ACTUAL YEAR-TO-DATE	YTD VARIANCE FAV (UNFAV)
1 REVENUE					
2	SPECIAL ASSESSMENTS - ON-ROLL (Net)	\$ 884,952	\$ 884,952	\$ 886,434	\$ 1,482
3	SPECIAL ASSESSMENTS - ON ROLL EXCESS FEES	-	-	-	-
4	INTEREST	6,000	5,500	39,086	33,586
5	CLUBHOUSE RENTAL	-	-	-	-
6	MISCELLANEOUS	-	-	970	970
7	GATE ACCESS CARD	-	-	-	-
8	FUND BALANCE FORWARD	-	-	-	-
9	AMOUNTS ALLOCATED FROM RESERVES FOR IMPROVEMENTS	-	-	-	-
10	TOTAL REVENUE	890,952	890,452	926,490	36,038
11 EXPENDITURES					
12 GENERAL ADMINISTRATION:					
13	SUPERVISORS' COMPENSATION	12,000	11,000	8,600	2,400
14	PAYROLL TAXES	918	842	629	213
15	PAYROLL SERVICE FEE	700	642	550	92
16	DISTRICT MANAGEMENT	20,000	18,333	18,333	-
17	ADMINISTRATIVE SERVICES	3,200	2,933	2,933	-
18	GENERAL OPERATING EXPENSES	3,600	3,300	3,300	-
19	WEBSITE HOSTING & MANAGEMENT	2,015	1,973	1,973	-
20	ACCOUNTING SERVICES	15,000	13,750	13,750	-
21	AUDITING SERVICES	4,150	3,804	8,500	(4,696)
22	LEGAL ADVERTISING	1,500	1,375	1,070	305
23	MASS MAILING	1,000	917	31	886
23	MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	500	458	1,675	(1,217)
24	REGULATORY & PERMIT FEE	175	175	175	-
25	ENGINEERING SERVICES	6,500	5,958	10,434	(4,476)
26	LEGAL SERVICES	18,000	16,500	15,503	997
24	TOTAL GENERAL ADMINISTRATION	89,258	81,961	87,456	(5,496)
25 FINANCIAL ADMINISTRATIVE					
26 INSURANCE:					
27	INSURANCE (Liability, Property and Casualty)	33,427	33,427	36,357	(2,930)
28	TOTAL INSURANCE	33,427	33,427	36,357	(2,930)
29 ASSESSMENT ADMINISTRATION:					
30	ASSESSMENT ADMINISTRATION AND INDEPENDENT	5,000	4,583	4,583	-
31	COUNTY ASSESSMENT COLLECTION FEES	300	300	-	300
32	TOTAL ASSESSMENT ADMINISTRATION	5,300	4,883	4,583	300

ANTHEM PARK CDD
General Fund
Statement of Revenue, Expenditures and Change in Fund Balance
For the period from October 1, 2024 through August 31, 2025

	FY 2024 ADOPTED BUDGET	BUDGET YEAR TO DATE	ACTUAL YEAR-TO-DATE	YTD VARIANCE FAV (UNFAV)
33 DEBT SERVICE ADMINISTRATION:				
34 DISSIMINATION AGENT	4,000	3,667	3,667	-
35 ARBITRAGE REBATE CALCULATION	650	596	-	596
36 TRUSTEE FEES	4,040	3,703	3,704	(1)
37 TOTAL DEBT SERVICE ADMINISTRATION	8,690	7,966	7,371	595
38 TOTAL FINANCIAL ADMINISTRATIVE	47,417	46,276	135,767	(89,491)
39 UTILITIES:				
40 ELECTRICITY SERVICES	43,000	39,417	28,754	10,662
41 STREETLIGHTS - UTILITY	184,597	169,214	168,480	734
42 WATER - RECLAIMED	22,000	20,167	17,087	3,079
43 WATER UTILITY	11,000	10,083	7,932	2,151
44 TOTAL UTILITIES	260,597	238,881	222,254	16,627
45 SECURITY:				
46 SECURITY SYSTEM - CONTRACT - ENVERA	6,648	6,094	-	6,094
47 SECURITY SYSTEM - MONITORING - GUARDIAN	500	458	492	(34)
48 SECURITY - OTHER (ACCESS CARDS, REPAIRS)	500	458	-	458
49 SECURITY - PROTECTION ONE - BASKETBALL COURT	948	869	-	869
50 SECURITY - GUARD/POLICE PATROL	22,833	20,930	21,965	(1,035)
51 TOTAL SECURITY	31,429	28,810	22,457	6,353
52 FIELD OFFICE ADMINISTRATION:				
53 AMENITY MANAGEMENT CONTRACT	119,232	109,296	108,696	600
54 AMENITY MANAGEMENT - CLUBHOUSE RENTALS	3,771	3,457	-	3,457
55 AMENITY MANAGEMENT - REIMBURSEMENTS	-	-	-	-
56 CLUBHOUSE TELEPHONE, FAX, INTERNET & CABLE	4,980	4,565	3,789	777
57 CLUBHOUSE OFFICE SUPPLIES	1,000	917	231	686
58 CLUBHOUSE FACILITY JANITORIAL SUPPLIES	1,500	1,375	487	888
59 PEST CONTROL & TERMITE BOND	648	594	-	594
60 MISCELLANEOUS	400	367	3,949	(3,582)
61 CLUBHOUSE FACILITY MAINTENANCE	5,000	4,583	8,423	(3,839)
62 CLUBHOUSE LIGHTING REPLACEMENT	500	458	-	458
63 GENERAL OPERATING EXPENSE	-	-	-	-
64 TOTAL FIELD OFFICE ADMINISTRATION	137,031	125,612	125,574	37
65 LANDSCAPING MAINTENANCE:				
66 LANDSCAPE MAINTENANCE - CONTRACT	168,552	154,506	154,506	-
67 LANDSCAPE REPLACEMENT	10,000	9,167	13,261	(4,094)
68 TREE TRIMMING	3,000	2,750	-	2,750
69 IRRIGATION - REPAIRS & MAINTENANCE	12,000	11,000	9,296	1,704
70 LANDSCAPE MISCELLANEOUS (LANDSCAPE REFURB)	-	-	-	-
71 TOTAL LANDSCAPING MAINTENANCE	193,552	177,423	177,063	360

ANTHEM PARK CDD
General Fund
Statement of Revenue, Expenditures and Change in Fund Balance
For the period from October 1, 2024 through August 31, 2025

	FY 2024 ADOPTED BUDGET	BUDGET YEAR TO DATE	ACTUAL YEAR-TO-DATE	YTD VARIANCE FAV (UNFAV)
72 FACILITY MAINTENANCE:				
73 LAKE MANAGEMENT	9,360	8,580	14,194	(5,614)
74 WETLAND MONITORING	1,440	1,440	1,800	(360)
75 FOUNTAIN SERVICE CONTRACT	2,628	2,409	-	2,409
76 FOUNTAIN REPAIRS & MAINTENANCE	3,500	3,208	7,952	(4,744)
77 GATE REPAIRS & MAINTENANCE	2,000	1,833	417	1,416
78 ENTRY & WALLS MAINTENANCE	1,000	917	-	917
79 DECORATIVE LIGHT MAINTENANCE	1,500	1,375	-	1,375
80 POWERWASH	2,000	1,833	-	1,833
81 POOL SERVICE CONTRACT	20,400	18,700	18,325	375
82 POOL REPAIRS & MAINTENANCE	2,000	1,833	6,299	(4,466)
83 POOL MONITORING	-	-	-	-
84 POOL PERMIT	325	298	-	298
85 ATHLETIC FACILITIES REPAIRS & MAINTENANCE	1,500	1,375	1,839	(464)
86 MISCELLANEOUS - CONTINGENCY - EXPENSE	10,315	9,455	13,328	(3,872)
87 TOTAL FACILITY MAINTENANCE	57,968	53,257	64,154	(10,897)
88 CAPITAL IMPROVEMENT PROGRAM:				
89 CAPITAL IMPROVEMENTS	12,000	5,000	-	5,000
90 MISCELLANEOUS FOR UNKNOWN CONTINGENCY	-	-	-	-
91 TOTAL CAPITAL IMPROVEMENT PROGRAM	12,000	5,000	-	5,000
92 RESERVES				
93 INCREASE IN RESERVES PURSUANT TO RESERVE STU	57,700	57,700	-	57,700
94 RESERVE STUDY	4,000	3,667	-	3,667
95 TRANSFER OUT (RESERVE MM)	-	-	-	-
96 TOTAL RESERVES	61,700	61,367	-	61,367
97 TOTAL EXPENDITURES	890,951	818,586	747,269	71,317
98 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	71,866	179,221	107,355
99 FUND BALANCE - BEGINNING	-	-	736,973	736,973
100 INCREASE IN RESERVES	-	-	-	-
101 DECREASE IN RESERVE CAPITAL IMPROVEMENTS	-	-	(41,104)	(41,104)
102 LESS: FUND BALANCE FORWARD	-	-	-	-
103 FUND BALANCE - ENDING	\$ -	\$ -	\$ 875,090	\$ 803,224

ANTHEM PARK CDD**Debt Service Fund 2016****Statement of Revenue, Expenditures and Change in Fund Balance
For the period from October 1, 2024 through August 31, 2025**

	FY2023 ADOPTED BUDGET	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
1 REVENUE			
2 SPECIAL ASSESSMENTS - ON-ROLL (Gross)	\$ 613,850	\$ 625,206	\$ 42,048
3 SPECIAL ASSESSMENTS - ON ROLL EXCESS FEES	-	-	-
4 INTEREST--INVESTMENT	-	17,618	17,618
5 PREPAYMENT REVENUE	-	-	-
5 MISCELLANEOUS REVENUE	-	-	-
6 LESS: DISCOUNT ASSESSMENTS	-	-	-
7 TOTAL REVENUE	613,850	642,824	59,666
8 EXPENDITURES			
9 INTEREST EXPENSE (NOV 2024)	100,122	106,309	(6,187)
10 INTEREST EXPENSE (MAY 2025)	106,309	105,725	584
11 PRINCIPAL RETIREMENT A1 (MAY 2024)	400,000	400,000	-
12 PREPAYMENT (NOV 2024)	-	30,000	(30,000)
13 PREPAYMENT (MAY 2024)	-	35,000	(35,000)
14 TOTAL EXPENDITURES	606,431	677,034	(8,834)
15 OTHER FINANCING SOURCES (USES)			
16 TRANSFER-IN	-	-	-
17 TRANSFER-OUT	-	-	-
18 BOND PROCEEDS	-	-	-
19 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
20 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	7,419	(34,211)	50,832
21 FUND BALANCE - BEGINNING	-	481,149	481,149
22 FUND BALANCE - ENDING	\$ 7,419	\$ 446,938	\$ 531,981

Anthem Park CDD
Bank Reconciliation
August 31, 2025

	<u>BU Acct</u>
Balance Per Bank Statement	\$ 141,236.59
Less: Outstanding Checks	(3,021.50)
Deposits in Transit	-
<i>Adjusted Bank Balance</i>	<u><u>\$ 138,215.09</u></u>

Beginning Cash Balance Per Books	\$ 215,126.09
Deposits / Transfer	15.60
Transfer From to Debit Card	-
Cash Disbursements	(76,926.60)
<i>Balance Per Books</i>	<u><u>\$ 138,215.09</u></u>

Anthem Park CDD
Check Register
FY 2025

Anthem Park

Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
09/30/2024		EOY Balance				92,815.79
10/1/2024	100124ach	GERALD HARRINGTON	BOS Mtg	184.70		92,631.09
10/1/2024	100124ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	212.00		92,419.09
10/1/2024	100123	Breeze Connected, LLC	Invoice: 4052 (Reference: Column Advertisement.) Invoice: 4059 (Reference: Column - Advertisemen	222.04		92,197.05
10/1/2024	100124ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	212.00		91,985.05
10/2/2024	100124	EGIS INSURANCE and RISK ADVISORS	Invoice: 25508 (Reference: FY 2025 Insurance, Policy #100124581 10/01/2024-10/01/2025.)	36,357.00		55,628.05
10/3/2024	3001	ANTHEM PARK CDD c/o US BANK	DS 2016 FY 24 Tax distributions	26,124.12		29,503.93
10/4/2024	100125	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 67837578 (Reference: Clubhouse Security Monitoring, 08/22/2024 - 10/06/2024.)	62.14		29,441.79
10/4/2024	100126	ENVERA	Invoice: 741591 (Reference: Active Video Monitoring & Service & Maintenance 07/01/2024 - 07/20/202	308.67		29,133.12
10/4/2024	100127	Breeze Connected, LLC	Invoice: 4077 (Reference: Professional Management, Amenity/Field Service.)	12,845.33		16,287.79
10/7/2024	100724ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		16,054.59
10/7/2024	100724ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		15,821.39
10/8/2024	100128	Yellowstone Landscape Inc	Invoice: 774296 (Reference: Monthly Landscape Maintenance October 2024.)	14,046.00		17,775.39
10/8/2024	100129	Stantec Consulting Services Inc.	Invoice: 2285064 (Reference: Engineering Services, September 6, 2024, Project# 238200222.)	4,029.65		(2,254.26)
10/10/2024	100130	Florida Commerce	Invoice: 90774 (Reference: Special District Filling Fee.)	175.00		(2,429.26)
10/10/2024	100131	US Bank	Invoice: 7482936 (Reference: Trustee Fees.)	4,040.63		(6,469.89)
10/11/2024	101124ACH	SPECTRUM	Cable/Internet 2090 Continental ST 09/25/24 through 10/24/24	134.30		(6,604.19)
10/14/2024	101424ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		(6,837.39)
10/14/2024	101424ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		(7,070.59)
10/14/2024			Funds Transfer		26,124.12	19,053.53
10/15/2024	100132	BLUESCAPE POOLS & SPAS	Invoice: 14420 (Reference: Monthly Pool Service for 5 days a week.)	1,600.00		17,453.53
10/15/2024	100133	GEM SUPPLY CO.	Invoice: 641152 (Reference: Janitorial Supplies.)	324.93		17,128.60
10/15/2024	100134	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 68068327 (Reference: Clubhouse Security Monitoring, 10/07/2024 - 11/06/2024.)	40.99		17,087.61
10/16/2024			Funds Transfer		125,000.00	142,087.61
10/17/2024	101724ACH1	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD 08/27/24 - 09/27/24	15,229.65		126,857.96
10/17/2024	101724ACH2	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD 08/27/24 - 09/27/24	25.90		126,832.06
10/17/2024	101724ACH3	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD 08/27/24 - 09/27/24	60.81		126,771.25
10/17/2024	101724ACH4	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 08/27/24 - 09/27/24	350.08		126,421.17
10/17/2024	101724ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st 08/27/24 - 09/27/24	571.19		125,849.98
10/17/2024	101724ACH6	ORLANDO UTILITIES COMMISSION	2090 Continental st 08/27/24 - 09/27/24	913.78		124,936.20
10/17/2024	101724ACH	ORLANDO UTILITIES COMMISSION	2090 Continental st 08/17/24 - 09/17/24	1,033.49		123,902.71
10/18/2024	101824ACH	SPECTRUM	Cable/Internet 2090 Continental ST 10/01/24 through 10/31/24	195.31		123,707.40
10/21/2024	102124ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		123,474.20
10/21/2024	102124ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		123,241.00
10/23/2024	100135	Stantec Consulting Services Inc.	Invoice: 2297359 ()	487.66		122,753.34
10/23/2024	100136	SchoolNow	Invoice: INV-SN-245 (Reference: Subscription start: 10/1/2024.)	1,515.00		121,238.34
10/23/2024	100137	OSCEOLA NEWS GAZETTE	Invoice: 148FA2CB-0005 (Reference: 09/19/2024: Legal and Public Notice Notice.)	134.16		121,104.18
10/23/2024	100138	Breeze Connected, LLC	Invoice: 4121 (Reference: October Meeting Rescheduled Advertisement.)	245.68		120,858.50
10/23/2024			Funds Transfer	2,000.00		118,858.50
10/23/2024			Funds Transfer	2,000.00		116,858.50
10/28/2024	102824ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		116,625.30
10/28/2024	100139	Breeze Connected, LLC	Invoice: 4124 (Reference: Assessment Services.)	416.64		116,208.66
10/28/2024	102824ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		115,975.46
10/30/2024	012725ACH2	Safetouch Security LLC	VOID: Initial Payment to Joshua Schario (Outside Sales Executive)			115,975.46
10/31/2024			Interest		9.11	115,984.57
10/31/2024	100140	EXERCISE SYSTEMS, INC	Invoice: 060249.1 (Reference: Star Trac 4 Series V W 10" Full Color.) Invoice: 060406 (Referenc	6,649.80		109,334.77
10/31/2024				134,429.55	151,133.23	109,334.77

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Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
11/1/2024	110124ACH1	Toho Water Authority	0 Valley Forge & Nathan Hall 8/23-9/25/24	72.37		109,262.40
11/1/2024	110124ACH2	Toho Water Authority	Entrance And Capitol 8/23-9/25/24	24.51		109,237.89
11/1/2024	110124AC3	Toho Water Authority	1800 Block Odd Remembrance Ave 8/27-9/27/24	81.54		109,156.35
11/1/2024	110124ACH3	Toho Water Authority	0 Blount Trl & Fort Mchenry 8/23-9/25/24	72.37		109,083.98
11/1/2024	110124ACH4	Toho Water Authority	0 Congress and Capital 8/23-9/25/24	139.23		108,944.75
11/1/2024	110124ACH5	Toho Water Authority	2100 Block Odd Betsy Ross Lane 8/23-9/25/24	247.51		108,697.24
11/1/2024	110124ACH6	Toho Water Authority	Patriot Way and Senate 2, 8/23-9/25/24	273.67		108,423.57
11/1/2024	110124ACH7	Toho Water Authority	Reference: Water supply 2090 Continental ST E1 8/23-9/25/24	657.54		107,766.03
11/1/2024	105	GERALD HARRINGTON	BOS Mtg	184.70		107,581.33
11/1/2024	100141	Crosscreek Environmental Inc.	Invoice: 17489 (Reference: Monthly stormwater pond maintenance of nuisance and exotic vegetation.	4,788.00		102,793.33
11/1/2024	100142	KASS SHULER P.A.	Invoice: 762134 (Reference: For Professional Services Rendered.)	960.00		101,833.33
11/1/2024	110124ACH	Toho Water Authority	0 Continental and Congress 8/23-9/25/24	24.51		101,808.82
11/1/2024	110124ACH	Engage PEO	BOS Mtg	941.80		100,867.02
11/5/2024	110524ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		100,633.82
11/5/2024	100143	EXERCISE SYSTEMS, INC	Invoice: 060261 (Reference: SEAT BACK PAD CHEST STATION REPLACED.)	318.85		100,314.97
11/5/2024	110524ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	234.79		100,080.18
11/6/2024	110624ACH1	Toho Water Authority	1800 Betsy Ross Lane 8/23/9/25/24	72.37		100,007.81
11/6/2024	110624ACH2	Toho Water Authority	0 LEXINGTON ENTRANCE 8/23-9/25/24	72.37		99,935.44
11/6/2024	110624ACH	Toho Water Authority	2100 Block Continental St LS80 8/27-9/27/24	13.50		99,921.94
11/7/2024	100144	Breeze Connected, LLC	Invoice: 4158 (Reference: Professional Management Services.) Invoice: 4188 (Reference: FedEx 10	14,241.64		85,680.30
11/11/2024	100149	Yellowstone Landscape Inc		5,565.00		80,115.30
11/11/2024	111124ACH	SPECTRUM	Cable/Internet 2090 Continental ST 10/25/24 through 11/24/24	134.30		79,981.00
11/12/2024	111224ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		79,747.80
11/12/2024	111224ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		79,514.60
11/13/2024	100145	DISTINCTIVE STATUARY & WATER GARDENS	Invoice: 0184 (Reference: Fountain Cleaning.) Invoice: 0183 (Reference: Fountain Cleaning.)	285.00		79,229.60
11/13/2024	100146	BLUESCAPE POOLS & SPAS	Invoice: 14481 (Reference: Monthly Pool Service for 5 days a week.)	1,600.00		77,629.60
11/13/2024	100147	Yellowstone Landscape Inc	Invoice: 790905 (Reference: Landscape Enhancement.)	428.40		77,201.20
11/15/2024	100148	Stantec Consulting Services Inc.	Engineering Services, November 1, 2024, Project# 238200222	1,521.00		75,680.20
11/16/2024	111624ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		75,447.00
11/17/2024	111724ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		75,213.80
11/18/2024	111824ACH1	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD 09/27/24 - 10/29/24	27.38		75,186.42
11/18/2024	111824ACH2	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD 09/27/24 - 10/29/24	72.85		75,113.57
11/18/2024	111824ACH3	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 09/27/24 - 10/29/24	249.93		74,863.64
11/18/2024	111824ACH4	ORLANDO UTILITIES COMMISSION	2090 Continental st 09/27/24 - 10/29/24	596.67		74,266.97
11/18/2024	111824ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st 09/27/24 - 10/29/24	836.27		73,430.70
11/18/2024	111824ACH6	ORLANDO UTILITIES COMMISSION	2090 Continental st 09/17/24 - 10/15/24	909.48		72,521.22
11/18/2024	111824ACH7	SPECTRUM	Cable/Internet 2090 Continental ST 11/01/24 through 11/30/24	188.98		72,332.24
11/18/2024	111824ACH	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD 09/27/24 - 10/29/24	15,300.31		57,031.93
11/20/2024	100150	GUARDIAN PROTECTION SERVICES, Inc.	Clubhouse Security Monitoring, 11/07/2024 - 12/06/2024	40.99		56,990.94
11/22/2024	100151	Yellowstone Landscape Inc	Invoice: 794199 (Reference: Monthly Landscape Maintenance November 2024.)	14,046.00		42,944.94
11/22/2024	100152	Crosscreek Environmental Inc.	Invoice: 15238 (Reference: Monthly stormwater pond maintenance of nuisance and exotic vegetation I	1,596.00		41,348.94
11/26/2024	112624ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		41,115.74
11/26/2024	112624ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		40,882.54
11/27/2024	112724ACH0	Toho Water Authority	0 Valley Forge & Nathan Hall 9/25-10/23/24	72.37		40,810.17
11/27/2024	112724ACH1	Toho Water Authority	0 LEXINGTON ENTRANCE 9/25-10/23/24	72.37		40,737.80
11/27/2024	112724ACH2	Toho Water Authority	0 Continental and Congress 9/25-10/23/24	24.51		40,713.29
11/27/2024	112724ACH3	Toho Water Authority	0 Blount Trl & Fort Mchenry 9/25-10/23/24/24	72.37		40,640.92

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11/27/2024	112724ACH4	Toho Water Authority	2100 Block Continental St LS80 9/27-10/25/24	15.71		40,625.21
11/27/2024	112724ACH5	Toho Water Authority	Entrance And Capitol 9/25-10/23/24	24.51		40,600.70
11/27/2024	112724ACH6	Toho Water Authority	1800 Betsy Ross Lane 9/25-10/23//24	72.37		40,528.33
11/27/2024	112724ACH7	Toho Water Authority	1800 Block Odd Remembrance Ave 9/27-10/25/24	110.34		40,417.99
11/27/2024	112724ACH8	Toho Water Authority	2100 Block Odd Betsy Ross Lane 9/25-10/23/24	211.37		40,206.62
11/27/2024	112724ACH9	Toho Water Authority	Patriot Way and Senate 2, 9/25-10/23/24	253.69		39,952.93
11/27/2024	112724ACH10	Toho Water Authority	Reference: Water supply 2090 Continental ST E1 9/25-10/23/24	753.54		39,199.39
11/27/2024	112724ACH	Toho Water Authority	Changed to match payment MG - this amount did not clear and used process of elimination to find mi	114.83		39,084.56
11/29/2024	841	OSCEOLA NEWS GAZETTE	Ck 100137 returned from vendor-most likely due to payment made via CC Breeze		134.16	39,218.72
11/29/2024			Funds Transfer	2,500.00		36,718.72
11/30/2024			Interest		6.62	36,725.34
11/30/2024			Funds Transfer		125,000.00	161,725.34
11/30/2024				49,095.74	125,140.78	161,725.34
12/2/2024	120224ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		161,492.14
12/2/2024	120224ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		161,258.94
12/6/2024	106	GERALD HARRINGTON	BOS Mtg	184.70		161,074.24
12/6/2024	100153	Breeze Connected, LLC	VOID (duplicate): Professional Management Services			161,074.24
12/6/2024	100153	Breeze Connected, LLC	VOID: Column - Landscaping bid			161,074.24
12/6/2024	100153	Breeze Connected, LLC	Invoice: 4221 (Reference: Professional Management Services.) Invoice: 4258 (Reference: Column -	14,342.05		146,732.19
12/6/2024	120624ACH	Engage PEO	BOS Mtg	726.50		146,005.69
12/9/2024	120924ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		145,772.49
12/9/2024	100154	KASS SHULER P.A.	Invoice: 763191 (Reference: For Professional Services Rendered.)	1,260.00		144,512.49
12/9/2024	120924ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		144,279.29
12/11/2024	121124ACH	SPECTRUM	Cable/Internet 2090 Continental ST 11/25/24 through 12/24/24	134.30		144,144.99
12/13/2024	100155	Yellowstone Landscape Inc	Invoice: 808917 (Reference: Monthly Landscape Maintenance December 2024.)	14,046.00		130,098.99
12/13/2024	100156	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 68522773 (Reference: Clubhouse Security Monitoring, 12/07/2024 - 01/06/2025.)	40.99		130,058.00
12/13/2024	100157	BLUESCAPE POOLS & SPAS	Invoice: 14535 (Reference: Monthly Pool Service for 5 days a week.)	1,600.00		128,458.00
12/13/2024	100158	Steadfast Alliance, LLC	Invoice: SE-25497 (Reference: Routine Aquatic Maintenance (Pond Spraying).)	1,180.00		127,278.00
12/16/2024	121624ACH1	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD 10/29/24 - 11/26/24	15,116.65		112,161.35
12/16/2024	121624ACH2	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD 10/29/24 - 11/26/24	27.38		112,133.97
12/16/2024	121624ACH3	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD 10/29/24 - 11/26/24	67.23		112,066.74
12/16/2024	121624ACH4	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 10/29/24 - 11/26/24	140.45		111,926.29
12/16/2024	121624ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st 10/29/24 - 11/26/24	514.69		111,411.60
12/16/2024	121624ACH6	ORLANDO UTILITIES COMMISSION	2090 Continental st 10/29/24 - 11/26/24	789.01		110,622.59
12/16/2024	121624ACH7	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		110,389.39
12/16/2024	100159	Stantec Consulting Services Inc.	Invoice: 2322783 (Reference: Engineering Service, For Period Ending November 29, 2024.)	1,075.90		109,313.49
12/16/2024	121624ACH	ORLANDO UTILITIES COMMISSION	2090 Continental st 10/15/24 - 11/12/24	1,010.04		108,303.45
12/17/2024	121424ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		108,070.25
12/18/2024	121824ACH	SPECTRUM	Cable/Internet 2090 Continental ST 12/01/24 through 12/31/24	195.31		107,874.94
12/21/2024	122124ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		107,641.74
12/22/2024	122224ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		107,408.54
12/26/2024	122624ACH1	Toho Water Authority	0 LEXINGTON ENTRANCE 10/23-11/22/24	81.41		107,327.13
12/26/2024	122624ACH2	Toho Water Authority	0 Valley Forge & Nathan Hall 10/23-11/22/24	81.41		107,245.72
12/26/2024	122624ACH3	Toho Water Authority	2100 Block Continental St LS80 10/25-11/26/24	14.17		107,231.55
12/26/2024	122624ACH4	Toho Water Authority	Entrance And Capitol 10/23-11/22/24	27.57		107,203.98
12/26/2024	122624ACH5	Toho Water Authority	1800 Betsy Ross Lane 023-11/22//24	81.41		107,122.57
12/26/2024	122624ACH6	Toho Water Authority	0 Blount Trl & Fort Mchenry 10/23-11/22/24	84.54		107,038.03

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12/26/2024	122624ACH7	Toho Water Authority	1800 Block Odd Remembrance Ave 10/25-11/26/24	85.61		106,952.42
12/26/2024	122624ACH8	Toho Water Authority	2100 Block Odd Betsy Ross Lane 10/23-11/22/24	278.60		106,673.82
12/26/2024	122624ACH9	Toho Water Authority	Patriot Way and Senate 2, 10/23-11/22/24/24	285.62		106,388.20
12/26/2024	122624ACH10	Toho Water Authority	0 Congress and Capital 10/23-11/22/24	336.78		106,051.42
12/26/2024	122624ACH11	Toho Water Authority	Reference: Water supply 2090 Continental ST E1 10/23-11/22/24	729.16		105,322.26
12/26/2024	122624ACH	Toho Water Authority	0 Continental and Congress 10/23-11/22/24	27.57		105,294.69
12/27/2024	122724ACH	Engage PEO	BOS Mtg	695.90		104,598.79
12/29/2024	122924ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		104,365.59
12/29/2024	122924ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		104,132.39
12/31/2024			Interest		11.40	104,143.79
12/31/2024				57,592.95	11.40	104,143.79
1/2/2025			Funds Transfer		125,000.00	229,143.79
1/6/2025	010625ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		228,910.59
1/6/2025	010625ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		228,677.39
1/6/2025	100160	Breeze Connected, LLC	Invoice: 4303 (Reference: Column - Ad.) Invoice: 4314 (Reference: Column - Ad.) Invoice: 432	14,341.98		214,335.41
1/7/2025	100161	BLUESCAPE POOLS & SPAS	Invoice: 14588 (Reference: Monthly Pool Service.)	1,600.00		212,735.41
1/7/2025	100162	Steadfast Alliance, LLC	Invoice: SE-26092 (Reference: Routine Aquatic Maintenance (Pond Spraying).)	1,180.00		211,555.41
1/7/2025	100163	PRO-PET DISTRIBUTORS, Inc	Invoice: 147796 (Reference: Case of Twenty (20) DOGIPOT Header Pak SMART Litter Pick Up Bags.)	516.00		211,039.41
1/9/2025	100164	KASS SHULER P.A.	Invoice: 764208 (Reference: For Professional Services Rendered 11/20-12/13/24.)	3,120.00		207,919.41
1/11/2025	011125ACH	SPECTRUM	Cable/Internet 2090 Continental ST 12/25/24 through 01/24/25	134.30		207,785.11
1/13/2025	011325ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		207,551.91
1/13/2025	011325ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		207,318.71
1/16/2025	011625ACH1	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD 11/26/24 - 12/27/24	15,254.40		192,064.31
1/16/2025	011625ACH2	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD 11/26/24 - 12/27/24	27.86		192,036.45
1/16/2025	011625ACH3	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD 11/26/24 - 12/27/24	60.65		191,975.80
1/16/2025	011625ACH4	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 11/26/24 - 12/27/24	74.04		191,901.76
1/16/2025	011625ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st (11/12/24 - 12/11/24)	847.51		191,054.25
1/16/2025	011625ACH6	ORLANDO UTILITIES COMMISSION	2090 Continental st 11/26/24 - 12/27/24	875.54		190,178.71
1/16/2025	011625ACH	ORLANDO UTILITIES COMMISSION	2090 Continental st 11/26/24 - 12/27/24	585.74		189,592.97
1/16/2025	100165	ProPet Distributors, Inc	VOID: Invoice: 147796 (Reference: Case of Twenty (20) DOGIPOT Header Pak.)			189,592.97
1/18/2025	011825ACH	SPECTRUM	Cable/Internet 2090 Continental ST 01/01/25 through 01/31/25	195.31		189,397.66
1/21/2025	012125ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		189,164.46
1/21/2025	012125ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		188,931.26
1/21/2025	100166	Breeze Connected, LLC	Invoice: 4368 (Reference: Column - ad.)	70.90		188,860.36
1/24/2025	100167	My Remediator LLC	Invoice: 1131 (Reference: Disposal and removal.)	1,839.45		187,020.91
1/24/2025	100168	BIO-TECH CONSULTING, INC	Invoice: 179549 (Reference: Maintenance - Wetland Mitigation Areas.) Invoice: 180530 (Reference	1,080.00		185,940.91
1/27/2025	012725ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		185,707.71
1/27/2025	012725ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		185,474.51
1/28/2025	100169	Yellowstone Landscape Inc	Invoice: 831749 (Reference: Irrigation Repairs.)	6,458.69		179,015.82
1/28/2025	100170	Stantec Consulting Services Inc.	Invoice: 2335673 (Reference: Engineering Services for Period Ending January 3, 2025.)	591.50		178,424.32
1/28/2025	100171	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 68750496 (Reference: Clubhouse Security Monitoring, 01/07/2025 - 02/06/2025.)	40.99		178,383.33
1/29/2025	012925ACH1	Toho Water Authority	0 Blount Trl & Fort Mchenry 11/22/24 12/23/24	81.41		178,301.92
1/29/2025	012925ACH2	Toho Water Authority	0 Continental and Congress 11/22/24 12/23/24	27.57		178,274.35
1/29/2025	012925ACH3	Toho Water Authority	0 Valley Forge & Nathan Hall 11/22/24 12/23/24	81.41		178,192.94
1/29/2025	012925ACH4	Toho Water Authority	2100 Block Continental St LS80 11/26/24 12/27/24	14.17		178,178.77
1/29/2025	012925ACH5	Toho Water Authority	1800 Block Odd Remembrance Ave 11/26/24 12/27/24	25.13		178,153.64
1/29/2025	012925ACH6	Toho Water Authority	Entrance And Capitol 11/22/24 12/23/24	27.57		178,126.07

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1/29/2025	012925ACH7	Toho Water Authority	0 Congress and Capital 11/22/24 12/23/24	58.87		178,067.20
1/29/2025	012925ACH8	Toho Water Authority	1800 Betsy Ross Lane 11/22/24 12/23/24	81.41		177,985.79
1/29/2025	012925ACH9	Toho Water Authority	2100 Block Odd Betsy Ross Lane 11/22/24 12/23/24	244.17		177,741.62
1/29/2025	12925ACH10	Toho Water Authority	0 Patriot Way and Senate 2, 11/22/24 12/23/24	263.12		177,478.50
1/29/2025	012925ACH11	Toho Water Authority	2090 Continental ST E1 11/22/24 12/23/24	769.48		176,709.02
1/29/2025	012925ACH	Toho Water Authority	0 LEXINGTON ENTRANCE 11/22/24 12/23/24	81.41		176,627.61
1/31/2025			Interest		16.99	176,644.60
1/31/2025	100172	KASS SHULER P.A.	Invoice: 765103 (Reference: For Professional Services Rendered 12/16/24-1/15/25.)	1,504.62		175,139.98
1/31/2025	100173	Yellowstone Landscape Inc	Invoice: 830296 (Reference: Monthly Landscape Maintenance January 2025.)	14,046.00		161,093.98
1/31/2025			Funds Transfer	2,000.00		159,093.98
01/31/2025				69,833.60	16.99	159,093.98
2/3/2025	020325ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		158,860.78
2/3/2025	020325ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		158,627.58
2/7/2025	020725ACH	Engage PEO	BOS Mtg	266.70		158,360.88
2/7/2025	100174	Kai Connected, LLC	Invoice: 4403 (Reference: Professional Management Services.) Invoice: 4435 (Reference: Column A	14,274.16		144,086.72
2/10/2025	021025ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		143,853.52
2/10/2025	021025ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		143,620.32
2/11/2025	021125ACH	SPECTRUM	Cable/Internet 2090 Continental ST 01/25/25 through 02/24/25	134.30		143,486.02
2/12/2025	100175	BLUESCAPE POOLS & SPAS	Invoice: 14656 (Reference: Monthly Pool Service.)	1,600.00		141,886.02
2/12/2025	834	Taylor Morrison	FY24 assessments overpayment	39,963.08		101,922.94
2/17/2025	021725ACH1	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD (12/27/24 - 01/27/25)	27.98		101,894.96
2/17/2025	021725ACH2	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD (12/27/24 - 01/27/25)	39.23		101,855.73
2/17/2025	021725ACH3	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 (12/27/24 - 01/27/25)	158.53		101,697.20
2/17/2025	021725ACH4	ORLANDO UTILITIES COMMISSION	2090 Continental st (12/11/24 - 01/13/25)	382.71		101,314.49
2/17/2025	021725ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st (12/27/24 - 01/27/25)	618.53		100,695.96
2/17/2025	021725ACH6	ORLANDO UTILITIES COMMISSION	2090 Continental st (12/27/24 - 01/27/25)	921.83		99,774.13
2/17/2025	021725ACH	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD (12/27/24 - 01/27/25)	15,379.76		84,394.37
2/18/2025	031825ACH4	ORLANDO UTILITIES COMMISSION	2090 Continental st (01/27/25 - 02/26/25)	574.80		83,819.57
2/18/2025	021825ACH	SPECTRUM	Cable/Internet 2090 Continental ST 02/01/25 through 02/28/25	195.31		83,624.26
2/18/2025	100176	BIO-TECH CONSULTING, INC	Invoice: 183178 (Reference: Maintenance - Wetland Mitigation Areas.)	360.00		83,264.26
2/19/2025	021925ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		83,031.06
2/19/2025	021925ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		82,797.86
2/19/2025	100177	Steadfast Alliance, LLC	Invoice: SE-26244 (Reference: Routine Aquatic Maintenance (Pond Spraying).)	1,180.00		81,617.86
2/19/2025	100178	Yellowstone Landscape Inc	Invoice: 847826 (Reference: Monthly Landscape Maintenance February 2025.)	14,046.00		67,571.86
2/20/2025	100179	Kai Connected, LLC	Invoice: 4458 (Reference: Amenity/Field Service.)	349.00		67,222.86
2/21/2025	022125ACH	Engage PEO	BOS Mtg 2-7-25	695.90		66,526.96
2/22/2025	022225ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		66,293.76
2/24/2025	022425ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		66,060.56
2/24/2025	100180	KASS SHULER P.A.	Invoice: 766133 (Reference: For Professional Services Rendered 1/17-2/12/25.)	1,680.00		64,380.56
2/24/2025			Funds Transfer		150,000.00	214,380.56
2/26/2025	022625ACH1	Toho Water Authority	2100 Block Continental St LS80 12/27/24 to 1/28/25	14.17		214,366.39
2/26/2025	022625ACH2	Toho Water Authority	1800 Block Odd Remembrance Ave 12/27/24 to 1/28/25	25.13		214,341.26
2/26/2025	022625ACH3	Toho Water Authority	0 Congress and Capital 12/23/24 to 1/24/25	27.57		214,313.69
2/26/2025	022625ACH4	Toho Water Authority	0 Continental and Congress 12/23/24 to 1/24/25	27.57		214,286.12
2/26/2025	022625ACH5	Toho Water Authority	Entrance And Capitol 12/23/24 to 1/24/25	27.57		214,258.55
2/26/2025	022625ACH6	Toho Water Authority	0 Blount Trl & Fort Mchenry 12/23/24 to 1/24/25	81.41		214,177.14
2/26/2025	022625ACH7	Toho Water Authority	1800 Betsy Ross Lane 12/23/24 to 1/24/25	81.41		214,095.73

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2/26/2025	022625ACH8	Toho Water Authority	0 Valley Forge & Nathan Hall 12/23/24 to 1/24/25	81.41		214,014.32
2/26/2025	022625ACH9	Toho Water Authority	0 Patriot Way and Senate 2, 12/23/24 to 1/24/25	375.62		213,638.70
2/26/2025	022625ACH10	Toho Water Authority	2100 Block Odd Betsy Ross Lane 12/23/24 to 1/24/25	431.97		213,206.73
2/26/2025	022625ACH11	Toho Water Authority	2090 Continental ST E1 11/22/24 to 12/23/24	577.96		212,628.77
2/26/2025	022625ACH	Toho Water Authority	0 LEXINGTON ENTRANCE 12/23/24 to 1/24/25	81.41		212,547.36
2/26/2025	100181	Stantec Consulting Services Inc.	Invoice: 2350287 (Reference: Engineering Services for Period Ending: January 31, 2025.)	81.50		212,465.86
2/26/2025	100182	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 68980604 (Reference: Clubhouse Security Monitoring 02/07/2025 - 03/06/2025.)	40.99		212,424.87
2/28/2025			Interest		11.58	212,436.45
2/28/2025	100183	Renovida LLC	Invoice: 223 (Reference: 50% Deposit for Install 100 sq ft flooring.)	225.00		212,211.45
02/28/2025				96,894.11	150,011.58	212,211.45
3/3/2025	030325ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		211,978.25
3/3/2025	030325ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		211,745.05
3/10/2025	031025ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		211,511.85
3/10/2025	031025ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		211,278.65
3/10/2025	100184	Renovida LLC	Invoice: 222 (Reference: 50% Deposit for 36 in. x 80 in. Universal/Reversible Gray Primed Steel Co	880.00		210,398.65
3/10/2025	100185	Kai Connected, LLC	Invoice: 4499 (Reference: Professional Management Services.)	14,210.98		196,187.67
3/11/2025	031125ACH	SPECTRUM	Cable/Internet 2090 Continental ST 02/25/25 through 03/24/25	144.30		196,043.37
3/17/2025	031725ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		195,810.17
3/17/2025	031725ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		195,576.97
3/17/2025	100186	BLUESCAPE POOLS & SPAS	Invoice: 14737 (Reference: Monthly Pool Service.)	1,600.00		193,976.97
3/18/2025	031825ACH1	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD (01/27/25 - 02/26/25)	15,333.84		178,643.13
3/18/2025	031825ACH2	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD (01/27/25 - 02/26/25)	27.62		178,615.51
3/18/2025	031825ACH3	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 (01/27/25 - 02/26/25)	78.83		178,536.68
3/18/2025	031825ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st (01/27/25 - 02/26/25)	849.80		177,686.88
3/18/2025	031825ACH6	SPECTRUM	Cable/Internet 2090 Continental ST 03/01/25 through 03/31/25	195.33		177,491.55
3/18/2025	031825ACH	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD (01/27/25 - 02/26/25)	24.27		177,467.28
3/19/2025	100187	Yellowstone Landscape Inc	Invoice: 866991 (Reference: Monthly Landscape Maintenance March 2025.)	14,046.00		163,421.28
3/19/2025	100188	Steadfast Alliance, LLC	Invoice: SA-10064 (Reference: Routine Aquatic Maintenance (Pond Spraying).)	1,180.00		162,241.28
3/20/2025	032025ACH	ORLANDO UTILITIES COMMISSION	2090 Continental st (01/13/25 - 02/13/25)	381.72		161,859.56
3/24/2025	32425ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		161,626.36
3/24/2025	032425ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		161,393.16
3/24/2025	100189	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 69207156 (Reference: Clubhouse Security Monitoring 03/07/2025 - 04/06/2025.)	40.99		161,352.17
3/24/2025	100190	Steadfast Alliance, LLC	Invoice: SA-10438 (Reference: Fountain Repair.)	7,392.00		153,960.17
3/24/2025	100191	Stantec Consulting Services Inc.	Invoice: 2364235 (Reference: For Period Ending: February 28, 2025.)	509.50		153,450.67
3/26/2025	032625ACH1	Toho Water Authority	2100 Block Continental St L580 1/28/25 to 2/28/25	14.17		153,436.50
3/26/2025	032625ACH2	Toho Water Authority	1800 Block Odd Remembrance Ave 1/28/25 to 2/28/25	25.13		153,411.37
3/26/2025	032625ACH3	Toho Water Authority	0 Continental and Congress 1/24/25 to 2/25/25	27.57		153,383.80
3/26/2025	032625ACH4	Toho Water Authority	Entrance And Capitol 1/24/25 to 2/23/25	36.96		153,346.84
3/26/2025	032625ACH5	Toho Water Authority	0 Congress and Capital 1/24/25 to 2/25/25	55.74		153,291.10
3/26/2025	032625ACH6	Toho Water Authority	0 LEXINGTON ENTRANCE 1/24/25 to 2/25/25	81.41		153,209.69
3/26/2025	032625ACH7	Toho Water Authority	1800 Betsy Ross Lane 1/24/25 to 2/25/25	81.41		153,128.28
3/26/2025	032625ACH8	Toho Water Authority	0 Blount Trl & Fort Mchenry 1/24/25 to 2/25/25	184.70		152,943.58
3/26/2025	032625ACH9	Toho Water Authority	0 Valley Forge & Nathan Hall 1/24/25 to 2/25/25	344.33		152,599.25
3/26/2025	032625ACH10	Toho Water Authority	0 Patriot Way and Senate 2, 1/24/25 to 2/25/25	345.62		152,253.63
3/26/2025	032625ACH11	Toho Water Authority	2090 Continental ST E1 12/23/24 to 2/25/25	588.04		151,665.59
3/26/2025	032625ACH	Toho Water Authority	2100 Block Odd Betsy Ross Lane 1/24/- 2/25/25	604.12		151,061.47
3/31/2025			Interest		16.33	151,077.80

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03/31/2025				61,149.98	16.33	151,077.80
4/1/2025	040125ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		150,844.60
4/1/2025	040125ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		150,611.40
4/2/2025	100192	Renovida LLC	50% Deposit for Reinstalling Baseboard	1,253.00		149,358.40
4/3/2025	100193	KASS SHULER P.A.	Reference: For Professional Services Rendered 2/24-3/12/25. https://clientname(FILLIN).payableslo	450.00		148,908.40
4/7/2025	040724ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		148,675.20
4/7/2025	100194	BLUESCAPE POOLS & SPAS	VOID: VOID(stop payment put on the check): Invoice: 14810 (Reference: Monthly Pool Service for 5 d			148,675.20
4/8/2025	040825ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		148,442.00
4/11/2025	041125ACH	SPECTRUM	Cable/Internet 2090 Continental ST	144.30		148,297.70
4/13/2025	041325ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		148,064.50
4/15/2025	041525ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		147,831.30
4/15/2025	100195	Steadfast Alliance, LLC	VOID: VOID(stop payment put on the check): Invoice: SA-10748 (Reference: Repair of fountain #2.)			147,831.30
4/16/2025	041625ACH1	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD (02/26/25 - 03/27/25)	24.27		147,807.03
4/16/2025	040625ACH2	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 (02/26/25 - 03/27/25)	95.70		147,711.33
4/16/2025	041625ACH3	ORLANDO UTILITIES COMMISSION	2090 Continental st (02/26/25 - 03/27/25)	563.87		147,147.46
4/16/2025	041625ACH4	ORLANDO UTILITIES COMMISSION	2090 Continental st (02/26/25 - 03/27/25)	793.93		146,353.53
4/16/2025	041625ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st (01/13/25 - 02/13/25)	945.56		145,407.97
4/16/2025	041625ACH6	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD (02/26/25 - 03/27/25)	27.26		145,380.71
4/16/2025	041625ACH	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD 02/26/25 - 03/27/25	15,287.92		130,092.79
4/18/2025	041825ach	Engage PEO	BOS Mtg 4/8/25	911.20		129,181.59
4/18/2025	041825ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		128,948.39
4/18/2025	042185ACH	SPECTRUM	Cable/Internet 2090 Continental ST	195.33		128,753.06
4/21/2025	042125ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		128,519.86
4/21/2025	100196	Yellowstone Landscape Inc	Invoice: 882605 (Reference: Sod Replacement On Lexington Blvd.)	2,692.27		125,827.59
4/23/2025	100197	BLUESCAPE POOLS & SPAS	Invoice: 14810 (Reference: Monthly Pool Service for 5 days a week.)	1,600.00		124,227.59
4/23/2025	100198	Steadfast Alliance, LLC	Invoice: SA-10748 (Reference: Repair of fountain #2.)	400.00		123,827.59
4/25/2025	100199	Steadfast Alliance, LLC	Invoice: SA-11124 (Reference: Routine Aquatic Maintenance (Pond Spraying).)	1,180.00		122,647.59
4/25/2025	100200	Kai Connected, LLC	Invoice: 4532 (Reference: Professional Management Services.)	14,210.98		108,436.61
4/27/2025	042725ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		108,203.41
4/27/2025	042725ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		107,970.21
4/30/2025	100201	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 69432821 (Reference: Clubhouse Security Monitoring 04/07/2025 - 05/06/2025.)	40.99		107,929.22
4/30/2025	838		ck # 100194 returned due to signature reissued		1,600.00	109,529.22
4/30/2025	838		ck # 100194 returned due to signature reissued	1,600.00		107,929.22
4/30/2025	838		ck # 100195 returned due to signature reissued		400.00	108,329.22
4/30/2025	838		ck # 100195 returned due to signature reissued	400.00		107,929.22
3/31/2025			Interest		11.36	107,940.58
04/30/2025				45,148.58	2,011.36	107,940.58
5/2/2025	050225ACH1	Toho Water Authority	0 Continental and Congress 2/25/25 to 3/25/25	30.70		107,909.88
5/2/2025	050225ACH2	Toho Water Authority	2090 Continental ST E1 2/25/25 to 3/25/25	668.68		107,241.20
5/2/2025	050225ACH3	Toho Water Authority	1800 Block Odd Remembrance Ave 2/28/25 to 3/27/25	35.21		107,205.99
5/2/2025	050225ACH4	Toho Water Authority	0 Blount Trl & Fort Mchenry 2/25/24 to 3/25/25	507.53		106,698.46
5/2/2025	050225ACH5	Toho Water Authority	2100 Block Odd Betsy Ross Lane 2/25/25- 3/25/25	600.99		106,097.47
5/2/2025	050225ACH6	Toho Water Authority	0 Congress and Capital 2/25/25 to 3/25/25	79.50		106,017.97
5/2/2025	050225ACH7	Toho Water Authority	0 Valley Forge & Nathan Hall 2/25/25 to 3/25/25	81.41		105,936.56
5/2/2025	050225ACH8	Toho Water Authority	0 Patriot Way and Senate 2, 2/25/25 to 3/25/25	315.62		105,620.94
5/2/2025	050225ACH9	Toho Water Authority	0 LEXINGTON ENTRANCE 2/25/25 to 3/25/25	270.78		105,350.16
5/2/2025	050225ACH10	Toho Water Authority	Entrance And Capitol 2/23/25 to 3/25/25	62.00		105,288.16

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5/2/2025	050225ACH	Toho Water Authority	1800 Betsy Ross Lane 2/25/25 to 3/25/25	81.41		105,206.75
5/2/2025	100202	FLORIDA DEPT OF HEALTH IN OSCEOLA C	Invoice: 49BID7826302,7698076 (Reference: Permit Number: 49-60-00782.)	425.00		104,781.75
5/4/2025	050425ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		104,548.55
5/4/2025	050425ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		104,315.35
5/9/2025	050925ach	Engage PEO	BOS Mtg 4/24/25	911.20		103,404.15
5/11/2025	051125ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		103,170.95
5/11/2025	051125ACH2	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		102,937.75
5/11/2025	051125ACH	SPECTRUM	Cable/Internet 2090 Continental ST 04/25/25 through 05/24/25	144.30		102,793.45
5/12/2025	100203	Kai Connected, LLC	Invoice: 4560 (Reference: Professional Management Services.)	14,210.98		88,582.47
5/13/2025	100204	Yellowstone Landscape Inc	Invoice: 902030 (Reference: Monthly Landscape Maintenance May 2025.)	14,046.00		74,536.47
5/16/2025	109	Gail Dee	bos 5-1-25	184.70		74,351.77
5/16/2025	051625ach	Engage PEO	BOS Mtg 5/1/25	941.80		73,409.97
5/18/2025	051825ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		73,176.77
5/18/2025	051825ACH2	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		72,943.57
5/18/2025	051825ACH	SPECTRUM	Cable/Internet 2090 Continental ST 05/01/25 through 05/31/25	195.33		72,748.24
5/19/2025	051925ACH1	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD (03/27/25 - 04/29/25)	15,471.59		57,276.65
5/19/2025	051925ACH2	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD (03/27/25 - 04/29/25)	27.38		57,249.27
5/19/2025	051925ACH3	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD (03/27/25 - 04/29/25)	41.86		57,207.41
5/19/2025	051925ACH4	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 (03/27/25 - 04/29/25)	215.36		56,992.05
5/19/2025	051925ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st (03/27/25 - 04/29/25)	673.19		56,318.86
5/19/2025	051925ACH6	ORLANDO UTILITIES COMMISSION	2090 Continental st (03/27/25 - 04/29/25)	886.66		55,432.20
5/19/2025	051925ACH	ORLANDO UTILITIES COMMISSION	2090 Continental st (03/13/25 - 04/15/25)	1,111.54		54,320.66
5/19/2025	100205	Renovida LLC	Invoice: 350 (Reference: Install Vanities.) Invoice: 349 (Reference: Install 100 sq ft flooring	475.00		53,845.66
5/21/2025	100206	Stantec Consulting Services Inc.	Invoice: 2397456 (Reference: For Period Ending: May 2, 2025.)	1,044.00		52,801.66
5/22/2025	100207	Stantec Consulting Services Inc.	Invoice: 2377741 (Reference: For Period Ending: March 28, 2025.)	220.00		52,581.66
5/22/2025	100208	KASS SHULER P.A.	Invoice: 768304 (Reference: For Professional Services Rendered 3/21-4/14/25.)	2,990.00		49,591.66
5/23/2025			Funds Transfer		100,000.00	149,591.66
5/24/2025	052425ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		149,358.46
5/24/2025	052425ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		149,125.26
5/27/2025	100209	Yellowstone Landscape Inc	Invoice: 882343 (Reference: Monthly Landscape Maintenance April 2025.)	14,046.00		135,079.26
5/28/2025	052825ACH1	Toho Water Authority	0 Congress and Capital 3/25/25 to 4/22/25	40.09		135,039.17
5/28/2025	052825ACH2	Toho Water Authority	0 Continental and Congress 3/25/25 - 4/22/25	68.26		134,970.91
5/28/2025	052825ACH3	Toho Water Authority	1800 Block Odd Remembrance Ave 3/27/25 to 4/24/25	75.53		134,895.38
5/28/2025	052825ACH4	Toho Water Authority	1800 Betsy Ross Lane 3/25/25 to 4/23/25	81.41		134,813.97
5/28/2025	052825ACH5	Toho Water Authority	0 Patriot Way and Senate 2, 3/25/25 to 4/23/25	106.45		134,707.52
5/28/2025	052825ACH6	Toho Water Authority	0 Valley Forge & Nathan Hall 3/25/25 to 4/22/25	106.45		134,601.07
5/28/2025	052825ACH7	Toho Water Authority	2100 Block Odd Betsy Ross Lane 3/25/25 to 4/23/25	266.08		134,334.99
5/28/2025	052825ACH8	Toho Water Authority	Entrance And Capitol 3/25/25 to 4/23/25	314.12		134,020.87
5/28/2025	052825ACH9	Toho Water Authority	0 LEXINGTON ENTRANCE 3/25/25 to 4/22/25	345.48		133,675.39
5/28/2025	052825ACH10	Toho Water Authority	0 Blount Trl & Fort Mchenry 3/25/25 to 4/23/25	492.59		133,182.80
5/28/2025	052825ACH	Toho Water Authority	2090 Continental ST E1 3/25/25 to 4/25/25	1,069.12		132,113.68
5/28/2025	100210	Renovida LLC	Invoice: 348 (Reference: remaining balance for Reinstalling Baseboard.)	1,103.00		131,010.68
5/31/2025			Interest		9.50	131,020.18
05/31/2025				76,929.90	100,009.50	131,020.18
6/2/2025	060225ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		130,786.98
6/2/2025	060225ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		130,553.78
6/6/2025	100211	Pro Pet Distributors DO NOT USE	Invoice: 148673 (Reference: Case of Twenty (20) DOGIPOT Header Pak.)	531.48		130,022.30

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Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
6/9/2025	060925ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		129,789.10
6/9/2025	060925ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		129,555.90
6/11/2025	061125ACH	SPECTRUM	Cable/Internet 2090 Continental ST 05/25/25 through 06/24/25	144.30		129,411.60
6/11/2025	100212	Renovida LLC	Invoice: 378 (Reference: Repair Pool Gate front entrance.)	500.00		128,911.60
6/13/2025	061325Ach	Engage PEO	BOS Mtg 6/4/25	1,126.50		127,785.10
6/14/2025	061425ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		127,551.90
6/16/2025	061625ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		127,318.70
6/17/2025	061725ACH1	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD (04/29/25 - 05/28/25)	15,287.92		112,030.78
6/17/2025	061725ACH2	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD (04/29/25 - 05/28/25)	27.86		112,002.92
6/17/2025	061725ACH3	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD (04/29/25 - 05/28/25)	28.46		111,974.46
6/17/2025	061725ACH4	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 (04/29/25 - 05/28/25)	283.09		111,691.37
6/17/2025	061725ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st (04/29/25 - 05/28/25)	607.59		111,083.78
6/17/2025	061725ACH6	ORLANDO UTILITIES COMMISSION	2090 Continental st (04/29/25 - 05/28/25)	761.50		110,322.28
6/17/2025	061725ACH	ORLANDO UTILITIES COMMISSION	2090 Continental st (04/15/25 - 05/13/25)	1,022.35		109,299.93
6/18/2025	061825ACH	SPECTRUM	Cable/Internet 2090 Continental ST 06/01/25 through 06/30/25	294.33		109,005.60
6/20/2025			Deposit		671.17	109,676.77
6/21/2025	062125ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		109,443.57
6/23/2025	062325ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		109,210.37
6/24/2025	100213	Stantec Consulting Services Inc.	Invoice: 2406290 (Reference: For Period Ending: May 30, 2025.)	1,480.90		107,729.47
6/25/2025	062525ACH1	Toho Water Authority	2090 Continental ST E1 4/23/25 to 5/23/25	1,079.35		106,650.12
6/25/2025	062525ACH2	Toho Water Authority	0 Valley Forge & Nathan Hall 4/22/25 to 5/23/25	81.41		106,568.71
6/25/2025	062525ACH3	Toho Water Authority	1800 Betsy Ross Lane 4/23/25 to 5/22/25	81.41		106,487.30
6/25/2025	062525ACH4	Toho Water Authority	2100 Block Odd Betsy Ross Lane 4/23/25 to 5/23/25	84.54		106,402.76
6/25/2025	062525ACH5	Toho Water Authority	0 Continental and Congress 4/22/25 to 5/23/25	133.28		106,269.48
6/25/2025	062525ACH6	Toho Water Authority	1800 Block Odd Remembrance Ave 4/24/25 to 5/28/25	146.09		106,123.39
6/25/2025	062525ACH7	Toho Water Authority	0 LEXINGTON ENTRANCE 4/22/25 to 5/23/25	240.90		105,882.49
6/25/2025	062525ACH8	Toho Water Authority	Entrance And Capitol 4/23/25 to 5/23/25	274.28		105,608.21
6/25/2025	042525ACH9	Toho Water Authority	0 Blount Trl & Fort Mchenry 4/23/25 to 5/23/25	427.85		105,180.36
6/25/2025	062525ACH	Toho Water Authority	0 Patriot Way and Senate 2, 4/23/25 to 5/23/25	81.41		105,098.95
6/26/2025	100214	Kai Connected, LLC	Invoice: 4592 (Reference: Professional Management Services.)	14,210.98		90,887.97
6/26/2025			Funds Transfer		125,000.00	215,887.97
6/27/2025	062725ACH	Toho Water Authority	0 Congress and Capital 5/23-6/25/25	27.57		215,860.40
6/30/2025			Interest		11.73	215,872.13
06/30/2025				40,830.95	125,682.90	215,872.13
7/1/2025	070125ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		215,638.93
7/1/2025	070125ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		215,405.73
7/2/2025	100215	OSCEOLA COUNTY PROPERTY APPRAISER	Invoice: 2018846 (Reference: CDD Administration Fee.)	312.81		215,092.92
7/6/2025	070625ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		214,859.72
7/6/2025	070625ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	275.60		214,584.12
7/7/2025	100216	KASS SHULER P.A.	Invoice: 770315 (Reference: For Professional Services Rendered 5/16-6/30/25.)	90.00		214,494.12
7/7/2025	100217	Kai Connected, LLC	Invoice: 4624 (Reference: Professional Management Services.)	14,210.98		200,283.14
7/11/2025	71125ACH	SPECTRUM	Cable/Internet 2090 Continental ST 06/25/25 through 07/24/25	144.30		200,138.84
7/14/2025	071425ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		199,905.64
7/14/2025	071425ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		199,672.44
7/14/2025	100218	BLUESCAPE POOLS & SPAS	Invoice: 15055 (Reference: Monthly Pool Service for 5 days a week.)	1,600.00		198,072.44
7/14/2025	100219	Steadfast Alliance, LLC	Invoice: SA-11924 (Reference: Routine Aquatic Maintenance (Pond Spraying).)	1,180.00		196,892.44
7/14/2025	100220	HD CAMERAS USA	Invoice: 4743 (Reference: Replace Camera System at Clubhouse.) Invoice: 4744 (Reference: Replac	41,104.18		155,788.26

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Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
7/15/2025	071525ach	Engage PEO	bos mtg 7-2-25	911.20		154,877.06
7/16/2025	071625ACH1	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD (05/28/25 - 06/26/25)	15,287.92		139,589.14
7/16/2025	071625ACH2	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD (05/28/25 - 06/26/25)	27.62		139,561.52
7/16/2025	071625ACH3	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 (05/28/25 - 06/26/25)	361.94		139,199.58
7/16/2025	071625ACH4	ORLANDO UTILITIES COMMISSION	2090 Continental st (05/28/25 - 06/26/25)	741.74		138,457.84
7/16/2025	071625ACH	ORLANDO UTILITIES COMMISSION	2090 Continental st (05/28/25 - 06/26/25)	613.07		137,844.77
7/16/2025	100221	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 69884470 (Reference: Clubhouse Security Monitoring 06/07/2025 - 07/06/2025.)	40.99		137,803.78
7/17/2025	100222	Renovida LLC	Invoice: 384 (Reference: Fix the magnetic lock on second gate for pool near service area.) Invo	5,298.47		132,505.31
7/17/2025	100223	Yellowstone Landscape Inc	Invoice: 931336 (Reference: Monthly Landscape Maintenance June 2025.)	14,046.00		118,459.31
7/17/2025	100224	Steadfast Alliance, LLC	Invoice: SA-12444 (Reference: Routine Aquatic Maintenance (Pond Spraying).)	1,180.00		117,279.31
7/17/2025	100225	Yellowstone Landscape Inc	Invoice: 921687 (Reference: Irrigation Repairs Relating to March Inspection.)	2,572.20		114,707.11
7/17/2025	100226	KASS SHULER P.A.	Invoice: 769562 (Reference: For Professional Services Rendered.)	1,095.00		113,612.11
7/18/2025	071825ACH1	SPECTRUM	Cable/Internet 2090 Continental ST 07/01/25 through 07/31/25	195.33		113,416.78
7/18/2025	071825ACH	ORLANDO UTILITIES COMMISSION	2090 Continental st (05/13/25 - 06/12/25)	1,022.03		112,394.75
7/18/2025	100227	BIO-TECH CONSULTING, INC	Invoice: 184930 (Reference: Maintenance - Wetland Mitigation Areas.) Invoice: 178284 (Reference	720.00		111,674.75
7/18/2025	100228	BLUESCAPE POOLS & SPAS	Invoice: 14895 (Reference: Monthly Pool Service for 5 days a week.)	1,600.00		110,074.75
7/18/2025	100229	ECS INTEGRATIONS LLC	Invoice: 102472 (Reference: Got the lines back out and plugged them back in.)	417.00		109,657.75
7/18/2025	100230	GEM SUPPLY CO.	Invoice: 678074 (Reference: Janitorial Supplies.)	239.79		109,417.96
7/18/2025	100231	Crosscreek Environmental Inc.	Invoice: 19356 (Reference: Monthly stormwater pond maintenance of nuisance and exotic vegetation.	1,596.00		107,821.96
7/18/2025	100232	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 69656653 (Reference: Clubhouse Security Monitoring 5/7-6/6/25.)	40.99		107,780.97
7/21/2025	072125ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		107,547.77
7/21/2025	072125ACH2	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		107,314.57
7/21/2025	072125ACH	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD (05/28/25 - 06/26/25)	24.27		107,290.30
7/22/2025	100233	Yellowstone Landscape Inc	Invoice: 938965 (Reference: Monthly Landscape Maintenance July 2025.)	14,046.00		93,244.30
7/22/2025	100234	Steadfast Alliance, LLC	Invoice: SA-13411 (Reference: Routine Aquatic Maintenance (Pond Spraying).)	1,180.00		92,064.30
7/22/2025	100235	Stantec Consulting Services Inc.	Invoice: 2418291 (Reference: For Period Ending: 6/27/25.)	2,988.50		89,075.80
7/24/2025	072425ACH1	Toho Water Authority	1800 Block Odd Remembrance Ave 5/28-6/30/25	25.13		89,050.67
7/24/2025	072425ACH2	Toho Water Authority	0 Congress and Capital 5/23-6/25/25	27.57		89,023.10
7/24/2025	072425ACH3	Toho Water Authority	0 Valley Forge & Nathan Hall 5/23-6/26/25	81.41		88,941.69
7/24/2025	072425ACH4	Toho Water Authority	2100 Block Odd Betsy Ross Lane 5/23-6/25/25	81.41		88,860.28
7/24/2025	072425ACH5	Toho Water Authority	1800 Betsy Ross Lane 5/22-6/25/25	84.54		88,775.74
7/24/2025	072425ACH6	Toho Water Authority	0 LEXINGTON ENTRANCE 5/23-6/26/25	144.01		88,631.73
7/24/2025	072425ACH7	Toho Water Authority	0 Continental and Congress 5/23-6/26/25	217.94		88,413.79
7/24/2025	062425ACH8	Toho Water Authority	0 Blount Trl & Fort Mchenry 5/23-6/26/25	711.71		87,702.08
7/24/2025	072425ACH8	Toho Water Authority	Entrance And Capitol 5/23-6/26/25	324.08		87,378.00
7/24/2025	072425ACH9	Toho Water Authority	2090 Continental ST E1 5/23-6/26/25	953.46		86,424.54
7/24/2025	072425ACH	Toho Water Authority	0 Patriot Way and Senate 2, 5/23-6/26/25	81.41		86,343.13
7/26/2025	072625ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		86,109.93
7/28/2025	833		FY25 Rental income - emailed Maria 8.25.25 for column missing on log - reason of deposit - most li		2,290.00	88,399.93
7/28/2025			Funds Transfer		125,000.00	213,399.93
7/29/2025	100236	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 70110437 (Reference: Clubhouse Security Monitoring 07/07/2025 - 08/06/2025.)	40.99		213,358.94
7/29/2025	100237	BIO-TECH CONSULTING, INC	Invoice: 185527 (Reference: Maintenance - Wetland Mitigation Areasc 6/16/2025.)	360.00		212,998.94
7/30/2025	100238	DiBartolomeo, McBee, Hartley & Barnes, PA	audited financial statements for the year ended September 30, 2023	4,150.00		208,848.94
7/31/2025			Interest		17.15	208,866.09
7/31/2025	0833R		FY24 Rental Income - cant attach deposit - in the FY24 accounting folder for rental income		7,405.00	216,271.09
7/31/2025	0833R		Money orders returned from bank due to age of money orders-too old to deposit	4,200.00		212,071.09
07/31/2025				138,513.19	134,712.15	212,071.09

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8/1/2025	080125ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		211,837.89
8/2/2025	080225ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		211,604.69
8/4/2025	080425ACH1	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		211,371.49
8/4/2025	100239	Kai Connected, LLC	Invoice: 4700 (Reference: Professional Management Services.)	14,210.98		197,160.51
8/5/2025	100240	Kilinski Van Wyk PLLC	Invoice: 12552 (Reference: legal services 6/9-6/30/25.)	1,806.50		195,354.01
8/8/2025	100241	Yellowstone Landscape Inc	Invoice: 959011 (Reference: Monthly Landscape Maintenance July 2025.)	14,046.00		181,308.01
8/9/2025	080925ACH2	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		181,074.81
8/11/2025	081125ACH3	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		180,841.61
8/11/2025	081125ACH	SPECTRUM	Cable/Internet 2090 Continental ST Service from 07/25/25 through 08/24/25	144.30		180,697.31
8/15/2025	ACH	Engage PEO	bos mtg 8/6/25	911.20		179,786.11
8/18/2025	081825ACH1	ORLANDO UTILITIES COMMISSION	2100 BLK EVEN KISSIMMEE PARK RD (06/26/25 - 07/28/25)	28.10		179,758.01
8/18/2025	081825ACH2	ORLANDO UTILITIES COMMISSION	1800 REMEMBRANCE RD (06/26/25 - 07/28/25))	40.30		179,717.71
8/18/2025	081825ACH3	ORLANDO UTILITIES COMMISSION	2090 CONTINENTAL ST E1 (06/26/25 - 07/28/25)	410.89		179,306.82
8/18/2025	081825ACH4	ORLANDO UTILITIES COMMISSION	2090 Continental st (06/26/25 - 07/28/25)	711.44		178,595.38
8/18/2025	081825ACH5	ORLANDO UTILITIES COMMISSION	2090 Continental st (06/26/25 - 07/28/25)	765.20		177,830.18
8/18/2025	081825ACH6	ORLANDO UTILITIES COMMISSION	2090 Continental st (06/12/25 - 07/14/25)	1,098.17		176,732.01
8/18/2025	081825ACH7	SPECTRUM	Cable/Internet 2090 Continental ST Service from 08/01/25 through 08/31/25	195.33		176,536.68
8/18/2025	081825ACH	ORLANDO UTILITIES COMMISSION	1350 KISSIMMEE PARK RD ((06/26/25 - 07/28/25)	15,425.67		161,111.01
8/18/2025	100242	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 70335627 (Reference: Professional 24/7 Monitoring Protection; 08/07/2025 - 09/06/2025.)	40.99		161,070.02
8/18/2025	100243	Kai Connected, LLC	Invoice: 4739 (Reference: COLUMN PUBLIC NOTICE - Meeting Notice.)	64.33		161,005.69
8/18/2025	100244	DiBartolomeo, McBee, Hartley & Barnes, PA	Invoice: 90112005 (Reference: Services rendered regarding audited financial statements for the yea	4,350.00		156,655.69
8/18/2025	100245	Renovida LLC	Invoice: 400 (Reference: Pool Pergola.) Invoice: 404 (Reference: Basketball Court Pergola.)	1,898.81		154,756.88
8/18/2025	100246	Kilinski Van Wyk PLLC	Invoice: 12792 (Reference: Legal svc for the period 7/1-7/31/25.)	1,506.50		153,250.38
8/19/2025	081925ACH4	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		153,017.18
8/19/2025	081925ACH5	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		152,783.98
8/20/2025	082025ACH	POOL SERVICES OF ORLANDO, Inc	Invoice: 28929 (Reference: GREEN POOL. Commercial Drain Pool..)	4,300.00		148,483.98
8/20/2025	100247	POOL SERVICES OF ORLANDO, Inc	Invoice: 28918 (Reference: MONTHLY POOL SERVICE (2 Weeks).)	725.00		147,758.98
8/20/2025	100248	Steadfast Alliance, LLC	Invoice: SA-14127 (Reference: Routine Aquatic Maintenance (Pond Spraying).) Invoice: SA-14427 (	1,330.00		146,428.98
8/20/2025	100249	Renovida LLC	Invoice: 402 (Reference: Pool and Pond Maintenance.) Invoice: 391 (Reference: Replace Outlets a	2,074.45		144,354.53
8/20/2025	100250	Stantec Consulting Services Inc.	Invoice: 2435625 (Reference: For Period Ending: August 1, 2025.)	434.00		143,920.53
8/20/2025	100251	SchoolNow	Invoice: INV-SN-828 (Reference: Subscription start: 10/1/25-9/30/26.)	1,515.00		142,405.53
8/20/2025	100252	Kai	Invoice: 20750 (Reference: FY 2024-2025 Updated Meeting Schedule Notice.)	295.96		142,109.57
8/25/2025	100253	Kai	Invoice: 20851 (Reference: D (FY 2025- 2026 Budget Public Hearing Notice for August 6, 2025- ad to	432.63		141,676.94
8/26/2025	082625ACH6	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		141,443.74
8/26/2025	082625ACH7	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		141,210.54
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-6811 (Reference: 0 LEXINGTON ENTRANCE 6/26/25- 7/24/25.)	118.97		141,091.57
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-8609 (Reference: 1800 Block Odd Remembrance Ave 6/30/25-7/28/25.)	115.85		140,975.72
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-6810 (Reference: 0 Blount Trl & Fort Mchenry 6/26/25-7/24/25.)	497.57		140,478.15
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-4508 (Reference: 2090 Continental ST E1 6/26/25-7/24/25.)	998.24		139,479.91
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-0978 (Reference: 0 Congress and Capital 6/25/25-7/25/25.)	344.28		139,135.63
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-0971 (Reference: Entrance And Capitol 6/26/25-7/25/25.)	224.48		138,911.15
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-7733 (Reference: 0 Patriot Way and Senate 2 6/26/25-7/24/25.)	81.41		138,829.74
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-6035 (Reference: 2100 Block Odd Betsy Ross Lane 6/25/25-7/25/25.)	81.41		138,748.33
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-5546 (Reference: 1800 Betsy Ross Lane 6/25/25-7/25/25.)	81.41		138,666.92
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-1923 (Reference: 0 Continental and Congress 6/26/25-7/24/25.)	168.14		138,498.78
8/27/2025	ACH	Toho Water Authority	Invoice: 080625-6809 (Reference: 0 Valley Forge & Nathan Hall.)	247.30		138,251.48
8/28/2025	100254	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 70532959 (Reference: Professional 24/7 Monitoring Protection 09/07/2025 - 10/06/2025on; 0	40.99		138,210.49

Anthem Park CDD
Check Register
FY 2025

Anthem Park

Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
8/28/2025	100255	Kai	Invoice: 20911 (Reference: meal Wawa 6/11/25.)	11.00		138,199.49
8/31/2025			Interest		15.60	138,215.09
08/31/2025				73,871.60	15.60	138,215.09

Anthem Park Community Development District
Negative Variance Report
8/31/2025

	Budget	YTD Budget	YTD Actual	Variance	Notes
ENGINEERING SERVICES					
	6,500	5,958	10,434	(4,476)	Direct amount paid to Stantec Consulting for engineering services
INSURANCE (Liability, Property and Casualty)	33,427	33,427	36,357	(2,930)	Direct amount billed for FY25 insurance
MISCELLANEOUS					
	400	367	3,949	(3,582)	Debit card- Ubereats, Instacart, Publix, Amazon
CLUBHOUSE FACILITY MAINTENANCE					
	5,000	4,583	8,423	(3,839)	Debit card- Home Depot mostly
LANDSCAPE REPLACEMENT	10,000	9,167	13,261	(4,094)	Hurricane clean up \$5300 to Yellowstone
MISCELLANEOUS (BANK FEES, BROCHURES & MISC)					
	500	458	1,675	(1,217)	Debit card-Adobe, Google Storage, Formswift, Rocketlaw and Mailchimp- spending report not submitted to determine business purpose
					\$780 budgeted per mo-Crosscreek Environmental was charging \$798 per mo-
LAKE MANAGEMENT	9,360	8,580	14,194	(5,614)	Contract changed to Steadfast in 11/24 and \$1180 per mo
WETLAND MONITORING	1,440	1,440	1,800	(360)	Bio-Tech Consulting \$360 billed quarterly - timing difference
FOUNTAIN REPAIRS & MAINTENANCE	3,500	3,208	7,952	(4,744)	Fountain #1 (South) repairs -three breakers replaced -3/25 Steadfast \$7392
ATHLETIC FACILITIES REPAIRS & MAINTENANCE	1,500	1,375	1,839	(464)	Remove chain link fence \$1839 - My Remediator LLC
MISCELLANEOUS - CONTINGENCY - EXPENSE	10,315	9,455	13,328	(3,872)	\$4537 pergolas - basketball court, pool, and 50% sunset park payment
SECURITY - GUARD/POLICE PATROL	22,833	20,930	21,965	(1,035)	Kommander billed \$466 per week. \$439 per week budgeted.
AUDITING SERVICES	4,150	3,804	8,500	(4,696)	FY23 and FY24 audit
POOL REPAIRS & MAINTENANCE	2,000	1,833	6,299	(4,466)	Draining of pool due to green color - \$4300 to Pool Services of Orlando Inc.