

***ANTHEM PARK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package
Regular Meeting

Date/Time:
Wednesday, November 5, 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, November 5, 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, November 5, 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	

ZOOM: <https://us02web.zoom.us/j/5228949253>

Call In: +1 305 224 1968

Meeting ID: 522 894 9253

Passcode: 12345

Mute/Unmute: *6

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. Consideration/Adoption of Resolution 2026-03, Re-Setting Public Hearing on Amended Rules of Procedure and Rates

Exhibit 1

IV. Staff & Vendor Reports

A. District Counsel

1. Discussion: Transfers of Stormwater Structures (Environmental Resource Permit)

a. Tract G

Exhibit 2

b. Tract M

Exhibit 3

B. District Engineer

C. Facility Manager

1. October 2025 Report
2. Steadfast – October 2025 Waterway Treatment Report
3. Yellowstone - October 2025 Reports

Exhibit 4

Exhibit 5

- a. Consideration/Approval of Replacement of Battery Controller Proposal - \$1,576.70

Exhibit 6

D. District Manager

V. Administrative Items

A. Consideration/Approval of the October 1, 2025, Regular Meeting Minutes

Exhibit 7

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

Exhibit 8

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

VII. Supervisor Requests

VIII. Adjournment

EXHIBIT 1

AGENDA

RESOLUTION 2026-03

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 AMENDED RATES; 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* and *Policies & Rates* to govern the operation and administration of the District and set a public hearing to adopts amended and Restated Rules of Procedures, rates, fees and charges; and

WHEREAS, the Board now wishes to set a public hearing for a different date to consider amendments thereto, including to the rules of procedure, rates, fees and charges which relate to the District’s amenity facilities and operation of public improvements.

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, rates, fees and charges on January 7, 2026, at 9:30 a.m., at the Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769.

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

Composite Exhibit A
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.

- (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.

- (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 Responsive and Responsible 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.

POLICIES & RATES
ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF _____

	Current Rate	Proposed Rate
Clubhouse Rental (Resident Patrons)	\$140.00 for 4 hours • \$25 per additional hour • \$200 security deposit	
Clubhouse Rental (Non-resident Patrons)	\$140.00 for 4 hours • \$100 per additional 15 minutes • \$400 security deposit	
Non-Anthem Park associations, boards, or districts	\$45.00 for 2 hours	
Non-resident User Fee	\$3,500.00 annual	
Lost access cards	\$20 replacement fee	

EXHIBIT 2

AGENDA

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: 49-105389-P Application No(s): 210623-6604

Project Name: Anthem Tract G Phase (if applicable):

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____

Signature of Permittee <u>Taylor Morrison of Florida, Inc.</u> Company Name Phone/email address	Name and Title <u>2600 Lake Lucien Drive, Suite 350</u> Company Address <u>Maitland, FL 32751-7172</u> City, State, Zip
--	---

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____

Signature of Representative of O&M Entity Name and Title Email Address Phone	Anthem Park Community Development District Name of Entity for O&M <u>250 International Parkway, Suite 280</u> Address <u>Lake Mary, FL 32746</u> City, State, Zip Date
---	--

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☐ Copy of all recorded plats
- ☐ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)



- ☐ A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



EXHIBIT 3

AGENDA

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: 49-105424-P Application No(s): 210616-6527

Project Name: Anthem Tract M Phase (if applicable):

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____

Signature of Permittee
Taylor Morrison of Florida, Inc.
Company Name

Phone/email address

Name and Title
2600 Lake Lucien Drive, Suite 350
Company Address
Maitland, FL 32751-7172
City, State, Zip

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____

Signature of Representative of O&M Entity

Name and Title

Email Address

Phone

Anthem Park Community Development District

Name of Entity for O&M
250 International Parkway, Suite 280
Address
Lake Mary, FL 32746
City, State, Zip

Date

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☐ Copy of all recorded plats
- ☐ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)



- ☐ A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



EXHIBIT 4

AGENDA



Anthem Park CDD Aquatics

Aquatic Treatment Report

September/October 2025



Printed: Sep 24, 2025

30435 Commerce Drive Unit 102, San Antonio, FL 33576

Phone: 844-347-0702

Fax: 813-501-1432

Daily Logs List

Sep 24, 2025

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

Treated ponds 1,2,3 for grasses and algae

(Biggest pond needs a big captain treatment for platonic algae.)

Removed shopping cart out of the biggest pond.

Weather Conditions:

Partly cloudy with isolated storms

Wed, Sep 24, 2025, 10:40 AM

**92°F****72°F**

Wind: 3 mph

Humidity: 94%

Total Precip: 0.08"

Attachments: 9



Printed: Oct 27, 2025

30435 Commerce Drive Unit 102, San Antonio, FL 33576

Phone: 844-347-0702

Fax: 813-501-1432

Daily Logs List

Oct 15, 2025

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

(Treated ponds 1,2,3 for grasses and algae)

Fountain in the right pond was off upon arrival. Flipped breaker back to on position and fountain came on. Fountain is currently working again .

Weather Conditions:

Partly cloudy with mist and fog

Wed, Oct 15, 2025, 10:50 AM

**84°F****64°F**

Wind: 10 mph

Humidity: 92%

Total Precip: 0"

Attachments: 4



ANTHEM PARK CDD

2090 Continental St, Saint Cloud

Gate Code:

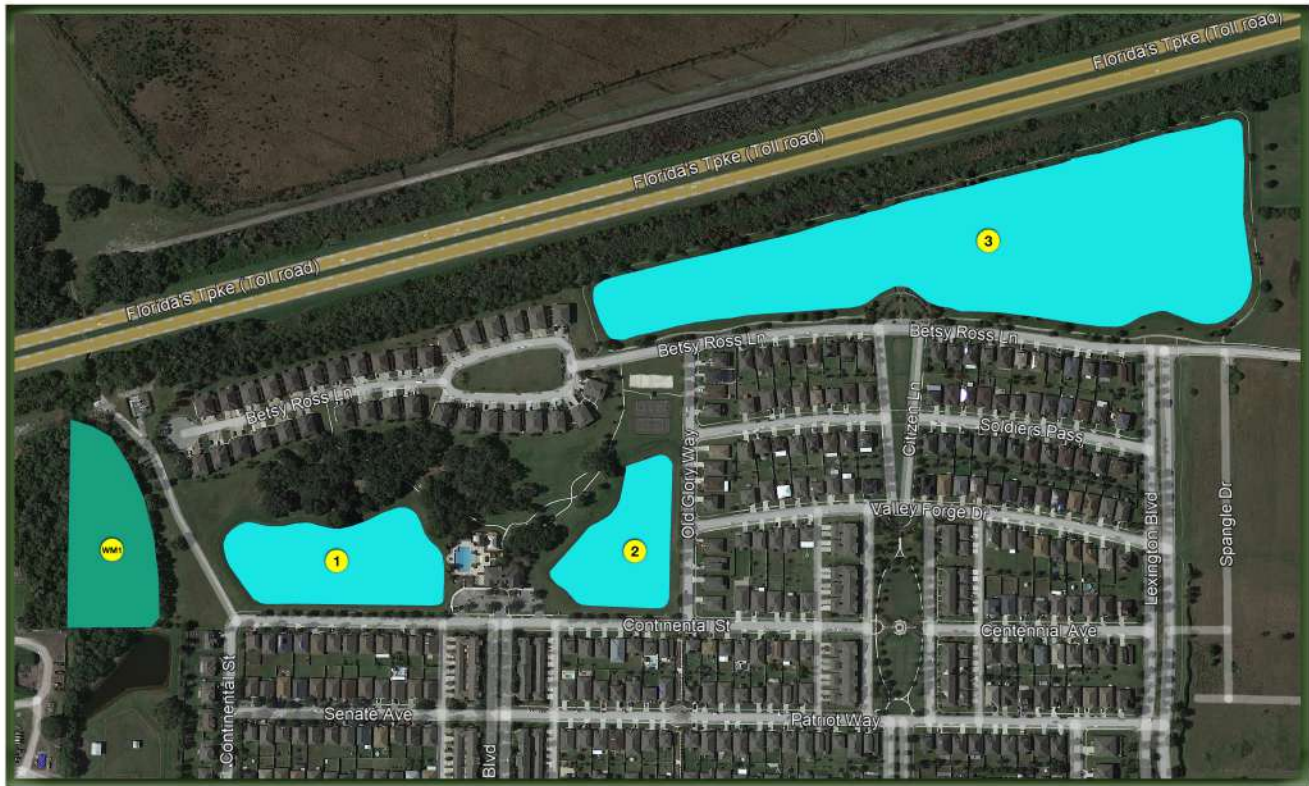


EXHIBIT 5

AGENDA

Anthem Park CDD

Account Manager : Nathaniel Anderson

Tuesday, October 28, 2025



YELLOWSTONE
LANDSCAPE

Maintenance Activities

- Emptying of trash station weekly throughout Anthem Park : Wednesday through Thursday
- Trim and detail shrub beds at the entrances at Capital, Lexington, Patriot Park, Fountain Park, Swing Set Park, and complete 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 mount throughout the property.
- Spray crack weeds on sidewalk and curb edge throughout the property.
- Mow and Weedeat behind homes on Continental .
- Spray herbicide along fence line behind homes on Continental.
- Volleyball court is graded twice a month
- 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 (Has been completed)
- Documented/reported any significant issues.

Fertilization and Pest Control Activities

- Treat St Augustine turf on Lexington and Capital with (Fungicide & Bactericide)

**Projected
Work**

- The plant along the walkway (has been completed)
- Provided a proposal to flush-cut and remove a dead pine tree in Patiot Park (has been completed)
- Provide a proposal to replace 4 bad hunter nodes by the walk path

Lawn & Ornamental Report



Date of Application Monday 10-27-2025 Sprayer Operator O. Penny CM27435, Victor

Area Treated Anthem Park

Reg #

Products Used

16-4-8 Fertilizer
Cupro 5000# 80289-2-

Target Pest

Fertilizer
Fungicide & Bactericide

Application Rate

50 lbs / 8000 SF
1.5 lbs / A

Total Used

11 Bags

Disease / Pest or Weed
Target Treatment

Turf Nutrient

Sprayer Used ZS 298

Water Volume

Time of
Application 1:00

Temperature 83°

Wind Speed 58 MPH

Observation

Treated Lexington / Capital

Manager Signature

[Signature]

Operator Signature

[Signature]

EXHIBIT 6

AGENDA



Proposal #: 624727

Date: 10/28/2025

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

Replace Bad Battery Controller

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Irrigation Labor	4	\$70.00	\$280.00
Hunter NODE Outdoor Controller 1 Station with DC Latching Solenoid Battery Powered	4	\$324.18	\$1,296.70

During inspection of the irrigation system along the walk path, four (4) Hunter NODE Outdoor 1-Station battery-operated controllers were found to be malfunctioning. These controllers are equipped with DC latching solenoids and are currently failing to activate the irrigation zones as programmed, causing dry areas and inadequate watering coverage. The units show signs of electronic failure and battery corrosion. Recommend removing and replacing all four bad controllers with new Hunter NODE battery-powered controllers equipped with DC latching solenoids to ensure reliable operation and full restoration of irrigation functionality throughout the walk path. Replacement includes installation, programming, testing of each station, and verification of proper zone activation.

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	\$1,576.70
Sales Tax	\$0.00
Proposal Total	\$1,576.70

THIS IS NOT AN INVOICE

EXHIBIT 7

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, October 1, 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	Park Director, Kai
Lindsay Moczynski (<i>via Zoom</i>)	District Counsel, KVV
Greg Woodcock (<i>via Zoom</i>)	District Engineer, Stantec
Peter Wittman	Branch Manager, Yellowstone

SECOND ORDER OF BUSINESS – Audience Comments

None

THIRD ORDER OF BUSINESS – Business Items

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

Mr. Woodcock:

- Stated that the ERP transfer to District operational maintenance involved modifying the pond structure, which had been completed about a year earlier. Before finalizing the transfer, his staff would inspect the site to ensure no maintenance was needed.
- Confirmed the Board should accept the transfer if there were no system issues. Documents had already been provided by attorney, and both the City and South Florida Water Management District had signed off on the construction.

Ms. Moczynski:

- Explained the Board could either approve the transfer now, pending inspection, or wait for the inspection report at the next meeting. The Board decided to revisit it at the next meeting.

B. Consideration/Adoption of Resolutions:

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

Ms. Moczynski:

- Explained it must be delayed until December to meet a new 35-day publication requirement. The updates would include changes to business hours, accommodation timelines, and emergency procedures.

- Noted this was also a chance to revise non-resident user fees or disciplinary rules if desired, though no changes were necessary. Clubhouse rental fees were considered a policy issue and could be updated separately or included if the Board wished.

On a MOTION by Ms. Possenriede, SECONDED by Ms. Krauter, WITH ALL IN FAVOR, the Board **adopted Resolution 2026-01, Setting Public Hearing on Amended Rules of Procedure on December**, for the Anthem Park Community Development District.

2. Exhibit 2: 2026-02, District Objectives and Goals

Mr. Mendenhall:

- Stated that Resolution 2026-02 set annual District goals, which must be published, pursued during the year, and reviewed in December. The goals were similar to the previous year's, and the Board needed to approve them for the new fiscal year.

On a MOTION by Ms. Krauter, SECONDED by Ms. Possenriede, WITH ALL IN FAVOR, the Board **adopted Resolution 2026-02, District Objectives and Goals**, for the Anthem Park Community Development District.

FOURTH ORDER OF BUSINESS – Staff & Vendor Reports

A. District Counsel

Ms. Moczynski:

- Mentioned that the ERP transfer and Yellowstone agreement had been finalized. She had not yet received the signed agreement, but Mr. Mendenhall confirmed it had been signed and would send it to her.
- She would support Ms. Greenlee moving forward and the Board agreed that Ms. Moczynski would handle communication from Ms. Greenlee.

B. District Engineer

Mr. Woodcock:

- Informed the Board that the City had likely repaired the Capital Boulevard depression and he would confirm it.
- Reported a violation from the SWFWMD involving trash, plants, and cutbacks in a wetland area owned by the CDD, would coordinate to avoid fines.
- The Board discussed whether current contracts covered the area, but it appeared they did not. Mr. Woodcock planned to inspect the site, determine responsibility, and present a remediation plan at the next meeting.

C. Facility Manager

Ms. Agosta:

- Reported that tree lifting had been completed and some earlier proposals were no longer needed. Overgrown walkways had been cleared, and garbage in certain areas was addressed. The playground was temporarily closed due to ant mounds and wasp activity, which were treated after reminders were given.
- Fertilizer applications were scheduled for November, now that the nitrogen blackout period had ended. Some irrigation repairs and bench installations were pending, with replacement parts already ordered.

- 82 • The Board discussed identifying homeowners responsible for piles of debris and handling
83 root issues from trees affecting sidewalks and private driveways.
- 84 • Clarified that CDD would only address tree roots impacting sidewalks, not private
85 property.
- 86 • Reported that Renovida, the vendor hired to repair the pergola, refused to sign the contract
87 due to the auto insurance requirement. Mr. Mendenhall and Ms. Moczynski explained that
88 all district vendors must carry commercial auto insurance in the company's name and list
89 the district as an additional insured, to protect against vehicle-related incidents.
- 90 • While general liability insurance is already in place, it does not cover vehicle-related
91 incidents. However, the required coverage limit could be reduced from one million to
92 something lower, like \$100,000.00, depending on the job size. Mr. Mendenhall added this
93 is a common practice in other districts and usually not a significant cost for vendors.
- 94 • Mr. Mendenhall agreed to follow up with Renovida to clarify and possibly move forward.
- 95 • Reported a plumbing company's claim of a failed inspection due to a valve issue,
96 recommending a \$1,700 replacement. She felt pressured to approve it over backflow
97 concerns but, after consulting Mr. Mendenhall and getting a second opinion which
98 confirmed no replacement was needed, avoiding unnecessary costs.
- 99 • Reported a pool incident where residents brought non-residents who were drinking hard
100 alcohol. The responding officer refused to remove them, citing residency. Confusion arose
101 over enforcement authority, as the district is not an HOA. Ms. Agosta requested legal
102 clarification from counsel.
- 103 • Ms. Moczynski clarified that while the district was not governed by HOA law, it must
104 follow its disciplinary procedures. Staff could ask individuals to leave for violations,
105 especially if safety is at risk. Formal suspensions allow law enforcement to enforce
106 trespassing. However, enforcement often depends on officer discretion, leading to
107 inconsistent responses.
- 108 • Asked about using new security footage. Ms. Moczynski said images help only if
109 individuals could be identified. Footage of minors could not be shared, and publishing adult
110 images requires Board approval. The future access card system may assist with
111 identification.
- 112 • Suggested using signage and communication to raise awareness about rule violations,
113 encouraging residents to take ownership and report issues to help prevent closures and
114 safety concerns.
- 115 • Suggested converting part of a clubhouse bathroom into storage space, keeping one
116 bathroom usable and locking off the rest. She offered to check with the building department
117 and report back at the next meeting. Mr. Mendenhall supported the idea, noting other
118 districts use sheds or containers for storage. He recommended exploring costs and
119 locations, noting it would need a cement base, anchoring, and a permit.
- 120 Mr. Wittman:
- 121 • Explained that some tasks, like wasp treatment, were outside the landscaping contract but
122 were handled when notified. He also noted that tree trimming up to 15 feet and branches
123 under four inches in diameter were included in the contract, while larger branches would
124 require special handling.
- 125 1. Exhibit 3: October 2025 Report
- 126 2. Exhibit 4: Steadfast – September 2025 Waterway Treatment Report

3. Exhibit 5: Yellowstone - September 2025 Report

a. Exhibit 6: Consideration/Approval of Agreement for Landscaping and Irrigation Maintenance Services

On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **approved the Agreement for Landscaping and Irrigation Maintenance Services**, for the Anthem Park Community Development District.

b. Consideration/Approval of Proposals:

i. Exhibit 7: Removal of Dead Pine Tree - \$442.85

On a MOTION by Ms. Kraeuter, SECONDED by Ms. Santos-Nieves, WITH ALL IN FAVOR, the Board **approved the Proposal from Yellowstone for the Removal of Dead Pine Tree in the amount of \$442.85**, for the Anthem Park Community Development District.

ii. Exhibit 8: Raise Canopy on 24 Live Oaks (Fort McHenry Park) - \$4,931.64

Mr. Wittman:

- A supervisor asked if the irrigation technician covered the entire area, and Mr. Wittman confirmed that he did. He explained that minor adjustments were made as needed and that recent decoder issues had been approved and were being finalized. He described how irrigation valves and controllers worked and noted common issues like stuck valves or battery failures.
- There was also a question about a tree trimming proposal. Mr. Wittman clarified that it was to increase clearance from 15 to 16 feet due to a county request, and that the area had since been cleared and was no longer a concern.

The item was tabled for discussion at the next meeting.

iii. Exhibit 9: Trash Clean Up (Continental St.) - \$385.71

Yellowstone was handling this.

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

The item was tabled for discussion at the next meeting.

4. Exhibit 11: Consideration/Approval of Surge Protector Proposal – HD Cameras - \$4,732.98

Ms. Agosta:

- Two HD cameras were damaged during a lightning storm and sent back for warranty replacement. To prevent future issues, HD Cameras proposed installing surge protectors, but a busbar must be installed first.

Mr. Mendenhall

- Explained there are two options: approve the HD Cameras proposal with updated warranty language removing exclusions like "acts of God/Nature" or approve a not to exceed amount so Maria could explore cheaper options. If the price difference is small, going with HD Cameras likely makes the most sense.
- Stated that any actions taken outside of a meeting would be promptly shared with everyone and officially ratified at the next meeting. He acknowledged that responsibility is his.

On a MOTION by Ms. Kraeuter, SECONDED by Ms. Ellens , WITH ALL IN FAVOR, the Board **approved the installation of a Surge Protector contingent upon the vendor revising the contract to amend or remove the exclusion of acts of God or nature, and pending review of any cheaper comparable proposals in the amount not to exceed \$4,732.98**, for the Anthem Park Community Development District.

Ms. Kraeuter made another motion authorizing the Chairwoman to work with Ms. Agosta on busbar installation.

On a MOTION by Ms. Kraeuter, SECONDED by Ms. Possenriede , WITH ALL IN FAVOR, the Board **approved to authorize the Chairwoman to work with Ms. Agosta on Busbar installation**, for the Anthem Park Community Development District.

5. Exhibit 12: Discussion: SCPD Response Re: CDD Assistance on Property

Ms. Agosta:

- Shared updates from HP, noting that while the software is nearly ready, she might be able to expedite the registration process by preparing documents ahead of time She
- Emphasized the importance of verifying residency with identification and proof of ownership, such as a deed, mortgage statement, or HOA bill — utility bills would not be accepted. She plans to keep extended office hours during the registration period to help things go smoothly.
- Mentioned an upcoming movie night with a costume contest and snacks, though it wasn't included in the newsletter.
- Clarified the suggested fitness equipment was not a smart machine but a manual multi-user setup with no cords. She suggested it might be worth considering as a replacement when upgrading current equipment.

6. Discussion: Pool Safety Tube Usage

Ms. Agosta:

- Noted that clubhouse rental fees have not changed since 2018 and are much lower than nearby communities. Mr. Mendenhall and Ms. Moczynski said fee changes could be included in the upcoming public hearing. Ms. Agosta would gather rate comparisons.

On a MOTION by Ms. Kraeuter, SECONDED by Ms. Possenriede , WITH ALL IN FAVOR, the Board **approved to include the proposed change to the clubhouse rental rate to \$250.00, within the current amenity policies, as part of the resolution to be set for public hearing in December**, for the Anthem Park Community Development District.

D. District Manager

1. Exhibit 13: Discussion: Florida Insurance Alliance (FIA) Site Review

- Exhibit 14: Playground Safety
- Exhibit 15: Dog Park Playbook
- Exhibit 16: Pool Risk Management Essentials

Mr. Mendenhall:

- 204 • Shared that the district’s insurance provider, EGIS, conducted a site review and made
205 several safety recommendations. Ms. Agosta has already started addressing some of the
206 items, and he would assist as needed.
- 207 • One suggestion was to repair uneven pool deck blocks, but they might hold off depending
208 on future shed placement. The review is standard and meant to protect both the district and
209 the insurer.

210 **FIFTH ORDER OF BUSINESS – Administrative Items**

211 A. Exhibit 17: Consideration/Approval of the September 3, 2025, Regular Meeting Minutes

212 On a MOTION by Ms. Possenriede, SECONDED by Ms. Ellens, WITH ALL IN FAVOR, the Board
213 **approved the September 3, 2025, Regular Meeting Minutes**, for the Anthem Park Community
214 Development District.

215 B. Exhibit 18: Consideration/Acceptance of the August 2025 Unaudited Financial Statements

216 A Supervisor noted the audit services were about \$4,696 over budget and asked why. Mr.
217 Mendenhall said he's unsure of the exact reason but will review the invoicing and speak with the
218 auditor to clarify. He'll follow up with the Board by email once he has the details.

219 On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board
220 **accepted the August 2025 Unaudited Financial Statements**, for the Anthem Park Community
221 Development District.

222 **SIXTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per**
223 **individual)**

224 None

225 **SEVENTH ORDER OF BUSINESS – Supervisor Requests**

226 A Supervisor asked if Yellowstone provided the name of their mulch person, as mulching is
227 typically done next month. Ms. Agosta replied that they had not yet, but assured that they would
228 get the right person either way.

229 A Supervisor suggested sending meeting updates in a consistent monthly newsletter, ideally right
230 after each meeting. They noted issues with formatting and readability in a recent document. Ms.
231 Agosta agreed to help and mentioned the problem might be due to mobile settings.

232 **EIGHTH ORDER OF BUSINESS – Adjournment**

233 On a MOTION by Ms. Possenriede, SECONDED by Ms. Kraeuter, WITH ALL IN FAVOR, the Board
234 **adjourned the meeting**, for the Anthem Park Community Development District.

235 _____
236
237 **Signature**

238 _____
239 **Printed Name**
Title: ☐ **Chairman** ☐ **Vice Chairman**

EXHIBIT 8

AGENDA

Anthem Park Community Development District

Financial Statements
(Unaudited)

Period Ending
September 30, 2025

Anthem Park CDD
Balance Sheet
September 30, 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.	\$ 68,361	\$ -	\$ 68,361
3 MMK ACCOUNT	381,592	-	381,592
4 MMK ACCOUNT-Restricted cash	-	-	-
5 DEBIT CARD	-	-	-
6 MMK ACCOUNT - Reserve	383,390	-	383,390
7 ACCRUED REVENUE	1,260	-	1,260
8 INVESTMENTS:			
9 REVENUE FUND	-	140,226	140,226
10 RESERVE TRUST FUND A1	-	277,453	277,453
11 RESERVE TRUST FUND A2	-	25,753	25,753
12 PREPAYMENT FUND A1	-	1,278	1,278
13 PREPAYMENT FUND A2	-	3,614	3,614
14 SINK FUND	-	-	-
15 PRINCIPAL A1	-	-	-
16 CONSTRUCTION FUND	-	-	-
17 ACCRUED REVENUE	-	-	-
18 DEPOSITS - UTILITIES	240	-	240
19 PREPAID EXPENSES	1,556	-	1,556
20 ACCOUNTS RECEIVABLE	1,000	-	1,000
21 ON ROLL ASSESSMENTS RECEIVABLE	-	-	-
22 DUE FROM OTHERS	-	-	-
23 DUE FROM GENERAL FUND	-	-	-
24 DUE FROM RESERVE	-	-	-
25 TOTAL ASSETS	<u><u>\$ 837,399</u></u>	<u><u>\$ 448,324</u></u>	<u><u>\$ 1,285,724</u></u>
26 <u>LIABILITIES:</u>			
27 ACCOUNTS PAYABLE	\$ 26,151	\$ -	\$ 26,151
28 ACCRUED EXPENSE	-	-	-
29 DEFERRED REVENUE ON-ROLL	-	-	-
30 DUE TO DEBT SERVICE	-	-	-
31 DUE TO GENERAL FUND	-	-	-
32 <u>FUND BALANCES:</u>			
33 NON-SPENDABLE (DEPOSITS & PREPAID)	1,796	-	1,796
34 RESTRICTED FOR DEBT SERVICE	-	448,324	448,324
35 SECOND QUARTER OPERATING CAPITAL	148,492	-	148,492
36 ASSIGNED FOR RESERVE	325,665	-	325,665
37 UNASSIGNED:	335,296	-	335,296
38 TOTAL FUND BALANCE	<u>811,249</u>	<u>448,324</u>	<u>1,259,573</u>
39 TOTAL LIABILITIES & FUND BALANCES	<u><u>\$ 837,399</u></u>	<u><u>\$ 448,324</u></u>	<u><u>\$ 1,285,724</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 September 30, 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	6,000	41,428	35,428
5	CLUBHOUSE RENTAL	-	-	-	-
6	MISCELLANEOUS	-	-	1,130	1,130
7	GATE ACCESS CARD	-	-	-	-
8	FUND BALANCE FORWARD	-	-	-	-
9	AMOUNTS ALLOCATED FROM RESERVES FOR IMPROVEMENTS	-	-	-	-
10	TOTAL REVENUE	890,952	890,952	928,992	38,040
11	EXPENDITURES				
12	GENERAL ADMINISTRATION:				
13	SUPERVISORS' COMPENSATION	12,000	12,000	9,600	2,400
14	PAYROLL TAXES	918	918	705	213
15	PAYROLL SERVICE FEE	700	700	600	100
16	DISTRICT MANAGEMENT	20,000	20,000	20,000	-
17	ADMINISTRATIVE SERVICES	3,200	3,200	3,200	-
18	GENERAL OPERATING EXPENSES	3,600	3,600	3,600	-
19	WEBSITE HOSTING & MANAGEMENT	2,015	2,015	2,015	-
20	ACCOUNTING SERVICES	15,000	15,000	15,000	-
21	AUDITING SERVICES	4,150	4,150	8,500	(4,350)
22	LEGAL ADVERTISING	1,500	1,500	1,102	398
23	MASS MAILING	1,000	1,000	31	969
23	MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	500	500	1,725	(1,225)
24	REGULATORY & PERMIT FEE	175	175	175	-
25	ENGINEERING SERVICES	6,500	6,500	12,178	(5,678)
26	LEGAL SERVICES	18,000	18,000	19,404	(1,404)
24	TOTAL GENERAL ADMINISTRATION	89,258	89,258	97,836	(8,578)
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	5,000	5,000	-
31	COUNTY ASSESSMENT COLLECTION FEES	300	300	-	300
32	TOTAL ASSESSMENT ADMINISTRATION	5,300	5,300	5,000	300

ANTHEM PARK CDD

General Fund

Statement of Revenue, Expenditures and Change in Fund Balance For the period from October 1, 2024 through September 30, 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	4,000	4,000	-
35 ARBITRAGE REBATE CALCULATION	650	650	-	650
36 TRUSTEE FEES	4,040	4,040	4,103	(63)
37 TOTAL DEBT SERVICE ADMINISTRATION	8,690	8,690	8,103	587
38 TOTAL FINANCIAL ADMINISTRATIVE	136,675	136,675	147,296	(10,621)
39 UTILITIES:				
40 ELECTRICITY SERVICES	43,000	43,000	31,841	11,159
41 STREETLIGHTS - UTILITY	184,597	184,597	183,814	783
42 WATER - RECLAIMED	22,000	22,000	19,475	2,525
43 WATER UTILITY	11,000	11,000	8,718	2,282
44 TOTAL UTILITIES	260,597	260,597	243,847	16,750
45 SECURITY:				
46 SECURITY SYSTEM - CONTRACT - ENVERA	6,648	6,648	-	6,648
47 SECURITY SYSTEM - MONITORING - GUARDIAN	500	500	492	8
48 SECURITY - OTHER (ACCESS CARDS, REPAIRS)	500	500	-	500
49 SECURITY - PROTECTION ONE - BASKETBALL COUR	948	948	-	948
50 SECURITY - GUARD/POLICE PATROL	22,833	22,833	24,297	(1,464)
51 TOTAL SECURITY	31,429	31,429	24,789	6,640
52 FIELD OFFICE ADMINISTRATION:				
53 AMENITY MANAGEMENT CONTRACT	119,232	119,232	119,232	-
54 AMENITY MANAGEMENT - CLUBHOUSE RENTALS	3,771	3,771	-	3,771
55 AMENITY MANAGEMENT - REIMBURSEMENTS	-	-	-	-
56 CLUBHOUSE TELEPHONE, FAX, INTERNET & CABLE	4,980	4,980	4,122	858
57 CLUBHOUSE OFFICE SUPPLIES	1,000	1,000	231	769
58 CLUBHOUSE FACILITY JANITORIAL SUPPLIES	1,500	1,500	487	1,013
59 PEST CONTROL & TERMITE BOND	648	648	-	648
60 MISCELLANEOUS	400	400	4,054	(3,654)
61 CLUBHOUSE FACILITY MAINTENANCE	5,000	5,000	7,914	(2,914)
62 CLUBHOUSE LIGHTING REPLACEMENT	500	500	-	500
63 GENERAL OPERATING EXPENSE	-	-	-	-
64 TOTAL FIELD OFFICE ADMINISTRATION	137,031	137,031	136,040	991
65 LANDSCAPING MAINTENANCE:				
66 LANDSCAPE MAINTENANCE - CONTRACT	168,552	168,552	168,552	-
67 LANDSCAPE REPLACEMENT	10,000	10,000	13,529	(3,529)
68 TREE TRIMMING	3,000	3,000	3,472	(472)
69 IRRIGATION - REPAIRS & MAINTENANCE	12,000	12,000	9,296	2,704
70 LANDSCAPE MISCELLANEOUS (LANDSCAPE REFURB	-	-	-	-
71 TOTAL LANDSCAPING MAINTENANCE	193,552	193,552	194,849	(1,297)

ANTHEM PARK CDD
General Fund
Statement of Revenue, Expenditures and Change in Fund Balance
For the period from October 1, 2024 through September 30, 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	9,360	15,374	(6,014)
74 WETLAND MONITORING	1,440	1,440	2,160	(720)
75 FOUNTAIN SERVICE CONTRACT	2,628	2,628	-	2,628
76 FOUNTAIN REPAIRS & MAINTENANCE	3,500	3,500	8,560	(5,060)
77 GATE REPAIRS & MAINTENANCE	2,000	2,000	417	1,583
78 ENTRY & WALLS MAINTENANCE	1,000	1,000	-	1,000
79 DECORATIVE LIGHT MAINTENANCE	1,500	1,500	-	1,500
80 POWERWASH	2,000	2,000	-	2,000
81 POOL SERVICE CONTRACT	20,400	20,400	17,925	2,475
82 POOL REPAIRS & MAINTENANCE	2,000	2,000	6,299	(4,299)
83 POOL MONITORING	-	-	-	-
84 POOL PERMIT	325	325	-	325
85 ATHLETIC FACILITIES REPAIRS & MAINTENANCE	1,500	1,500	1,839	(339)
86 MISCELLANEOUS - CONTINGENCY - EXPENSE	10,315	10,315	14,217	(3,902)
87 TOTAL FACILITY MAINTENANCE	57,968	57,968	66,791	(8,823)
88 CAPITAL IMPROVEMENT PROGRAM:				
89 CAPITAL IMPROVEMENTS	12,000	12,000	-	12,000
90 MISCELLANEOUS FOR UNKNOWN CONTINGENCY	-	-	-	-
91 TOTAL CAPITAL IMPROVEMENT PROGRAM	12,000	12,000	-	12,000
92 RESERVES				
93 INCREASE IN RESERVES PURSUANT TO RESERVE STU	57,700	57,700	-	57,700
94 RESERVE STUDY	4,000	4,000	-	4,000
95 TRANSFER OUT (RESERVE MM)	-	-	-	-
96 TOTAL RESERVES	61,700	61,700	-	61,700
97 TOTAL EXPENDITURES	890,951	890,951	813,612	77,340
98 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	115,380	115,380
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	\$ -	\$ -	\$ 811,249	\$ 811,249

ANTHEM PARK CDD
Debt Service Fund 2016
Statement of Revenue, Expenditures and Change in Fund Balance
For the period from October 1, 2024 through September 30, 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	-	19,004	19,004
5 PREPAYMENT REVENUE	-	-	-
5 MISCELLANEOUS REVENUE	-	-	-
6 LESS: DISCOUNT ASSESSMENTS	-	-	-
7 TOTAL REVENUE	613,850	644,210	61,052
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	(70,603)
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	(32,825)	(9,551)
21 FUND BALANCE - BEGINNING	-	481,149	481,149
22 FUND BALANCE - ENDING	\$ 7,419	\$ 448,324	\$ 471,598

Anthem Park CDD
Bank Reconciliation
September 30, 2025

	<u>BU Acct</u>
Balance Per Bank Statement	\$ 76,576.46
Less: Outstanding Checks	(8,215.13)
Deposits in Transit	-
<i>Adjusted Bank Balance</i>	<u><u>\$ 68,361.33</u></u>

Beginning Cash Balance Per Books	\$ 138,031.59
Deposits / Transfer	32,283.59
Transfer From to Debit Card	-
Cash Disbursements	(101,953.85)
<i>Balance Per Books</i>	<u><u>\$ 68,361.33</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		1,775.39
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

Anthem Park CDD

Check Register

FY 2025

Anthem Park

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 8/23/9/2524	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

Anthem Park CDD
Check Register
FY 2025

Anthem Park

Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
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 L580 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 LS80 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: 498ID7826302,7698076 (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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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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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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Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
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

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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
9/2/2025	090225ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		137,981.89
9/2/2025	100256	Yellowstone Landscape Inc	Invoice: 977419 (Reference: Mulch Playground by Club House.)	4839.94		133,141.95
9/2/2025	100257	Kai	Invoice: 20924 (Reference: Supplies purchased.)	179		132,962.95
9/3/2025	090325ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		132,729.75
9/4/2025	100258	Kai Connected, LLC	Invoice: 4752 (Reference: Professional Management Services.)	14210.98		118,518.77
9/5/2025	090525ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		118,285.57
9/6/2025	090625ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		118,052.37
9/8/2025	100259	Yellowstone Landscape Inc	Invoice: 981909 (Reference: Monthly Landscape Maintenance September 2025.)	14046		104,006.37
9/8/2025	100260	BLUESCAPE POOLS & SPAS	Invoice: 15103 (Reference: Monthly Pool Service for 5 days a week.)	1600		102,406.37
9/8/2025	100261	Steadfast Alliance, LLC	Invoice: SA-14977 (Reference: Routine Aquatic Maintenance (Pond Spraying).)	1180		101,226.37
9/11/2025	ACH	SPECTRUM	Invoice: 0355161 September (Reference: Cable/Internet 2090 Continental ST 08/25/25 through 09/24/2	144.3		101,082.07
9/11/2025	100262	Kai	Invoice: 21029 (Reference: Meal for meeting, Column advertising.)	152.04		100,930.03
9/12/2025	091225ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		100,696.83
9/13/2025	091325ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		100,463.63
9/15/2025	834	Engage PEO	9/3/25 BOS Meeting	1126.5		99,337.13
9/16/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 3256269033-8/25 (Reference: 2090 Continental st (07/14/25 - 08/13/25.)	1054.44		98,282.69
9/16/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 0256820636-8/25 (Reference: 1350 KISSIMMEE PARK RD 07/28/25 - 08/27/25.)	15333.84		82,948.85
9/16/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 6899097057-8/25 (Reference: 2100 BLK EVEN KISSIMMEE PARK RD 07/28/25 - 08/27/25.)	27.98		82,920.87
9/16/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 9456621284-8/25 (Reference: 1800 REMEMBRANCE RD 07/28/25 - 08/27/25.)	39.94		82,880.93
9/16/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 9761514779-8/25 (Reference: 2090 CONTINENTAL ST E1 7/24-8/21/25.)	422.25		82,458.68
9/16/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 0033845933-8/25 (Reference: 2090 Continental st 07/28/25 - 08/27/25.)	667.72		81,790.96
9/16/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 4847075980-8/25 (Reference: 2090 Continental st 07/28/25 - 08/27/25.)	761.13		81,029.83
9/18/2025	ACH	SPECTRUM	Invoice: 0348497 September (Reference: Cable/Internet 2090 Continental ST 09/01/25 through 09/30/2	189.05		80,840.78
9/18/2025	100263	POOL SERVICES OF ORLANDO, Inc	Invoice: 28948 (Reference: Installation of a Motor at Vacuum Pump.)	1499		79,341.78
9/18/2025	100264	Kilinski Van Wyk PLLC	Invoice: 13090 (Reference: Legal svc for 8/25.) Invoice: 13091 (Reference: Legal svc for 8/25.	3901.48		75,440.30
9/19/2025	091925ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		75,207.10
9/20/2025	092025ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		74,973.90
9/22/2025	100265	Yellowstone Landscape Inc	Invoice: 989354 (Reference: Landscape Enhancement.)	268.11		74,705.79
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-7733 (Reference: 0 Patriot Way and Senate 2 7/24-8/21/25.)	81.41		74,624.38
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-8609 (Reference: 1800 Block Odd Remembrance Ave 7/28-8/28/25.)	45.29		74,579.09
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-6035 (Reference: 2100 BLOCK ODD BETSY ROSS LANE 7/24-8/21/25.)	81.41		74,497.68
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-5546 (Reference: 1800 BETSY ROSS LANE 7/24-8/21/25.)	81.41		74,416.27
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-6811 (Reference: 0 LEXINGTON ENTRANCE 2 7/24-8/21/25.)	137.75		74,278.52
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-0978 (Reference: 0 CONGRESS AND CAPITAL 7/24-8/21/25.)	164.28		74,114.24
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-1923 (Reference: 0 CONTINENTAL AND CONGRESS 7/24-8/21/25.)	240.38		73,873.86
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-6809 (Reference: 0 VALLEY FORGE & NATHAN HAL 7/24-8/21/25.)	441.36		73,432.50
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-0971 (Reference: 0 ENTRANCE AND CAPITAL 7/24-8/21/25.)	518.9		72,913.60
9/24/2025	ACH	Toho Water Authority	Invoice: 090325-6810 (Reference: 0 BLOUNT TRL & FORT MCHENRY 7/24-8/21/25.)	676.85		72,236.75
9/24/2025			Funds Transfer		24,870.06	97,106.81
9/25/2025	WIRE	ANTHEM PARK CDD c/o US BANK	DS 2016 FY 25 Tax distributions	24870.06		72,236.75
9/26/2025	ACH	Toho Water Authority	Invoice: 090325-4508 (Reference: 2090 CONTINENTAL ST E1 7/24-8/21/25.)	703.9		71,532.85
9/26/2025	092625ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		71,299.65
9/27/2025	09225ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.2		71,066.45
9/30/2025			Interest		8.53	71,074.98

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Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
9/30/2025	100266	Stantec Consulting Services Inc.	Invoice: 2454968 (Reference: For Period Ending: August 29, 2025.)	1743.6		69,331.38
9/30/2025	100267	GUARDIAN PROTECTION SERVICES, Inc.	Invoice: 70768333 (Reference: Professional 24/7 Monitoring Protection 09/07/2025 - 10/06/2025on; 0	40.99		69,290.39
9/30/2025	100268	ProPet Distributors	Invoice: 2000347-IN (Reference: Supplies.)	531.48		68,758.91
9/30/2025	100269	GEM SUPPLY CO.	Invoice: 696214 (Reference: Janitorial Supplies.) Invoice: 699020 (Reference: Janitorial Suppli	247.58		68,511.33
9/30/2025	100270	Steadfast Alliance, LLC	Invoice: SA-15549 (Reference: Trash Removal/Disposal completed during 09.24.2025 treatment.)	150		68,361.33
09/30/2025				94,732.35	24,878.59	68,361.33

Anthem Park Community Development District
Negative Variance Report
9/30/2025

	Budget	YTD Budget	YTD Actual	Variance	Notes
21 AUDITING SERVICES	4,150	4,150	8,500	(4,350)	FY23 and FY24 audit - FY23 Audit bill received late Debit card-Adobe, Google Storage, Formswift, Rocketlaw and Mailchimp-
23 MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	500	500	1,725	(1,225)	spending report not submitted to determine business purpose
25 ENGINEERING SERVICES	6,500	6,500	12,178	(5,678)	Direct amount paid to Stantec Consulting for engineering services
26 LEGAL SERVICES	18,000	18,000	19,404	(1,404)	Direct amount paid to Stantec Consulting for engineering services
27 INSURANCE (Liability, Property and Casualty)	33,427	33,427	36,357	(2,930)	Direct amount billed for FY25 insurance
36 TRUSTEE FEES	4,040	4,040	4,103	(63)	Includes extraordinary services charged in arrears
50 SECURITY - GUARD/POLICE PATROL	22,833	22,833	24,297	(1,464)	Kommander billed \$466 per week. \$439 per week budgeted.
60 MISCELLANEOUS	400	400	4,054	(3,654)	Debit card- Ubereats, Instacart, Publix, Amazon
61 CLUBHOUSE FACILITY MAINTENANCE	5,000	5,000	7,914	(2,914)	Debit card- Home Depot mostly
67 LANDSCAPE REPLACEMENT	10,000	10,000	13,529	(3,529)	Hurricane clean up \$5,300 to Yellowstone
68 TREE TRIMMING	3,000	3,000	3,472	(472)	Cut and dispose of dead oak tree \$780 budgeted per mo-Crosscreek Environmental was charging \$798 per mo-Contract changed to Steadfast in 11/24 at cost of \$1180 per mo.
73 LAKE MANAGEMENT	9,360	9,360	15,374	(6,014)	December billed by both Crosscreek and Steadfast
74 WETLAND MONITORING	1,440	1,440	2,160	(720)	Bio-Tech Consulting \$360 billed quarterly - timing difference
76 FOUNTAIN REPAIRS & MAINTENANCE	3,500	3,500	8,560	(5,060)	Fountain #1 (South) repairs -three breakers replaced -3/25 Steadfast \$7392
82 POOL REPAIRS & MAINTENANCE	2,000	2,000	6,299	(4,299)	Draining of pool due to green color - \$4,300 to Pool Services of Orlando Inc.
85 ATHLETIC FACILITIES REPAIRS & MAINTENANCE	1,500	1,500	1,839	(339)	Remove chain link fence \$1839 - My Remediator LLC
86 MISCELLANEOUS - CONTINGENCY - EXPENSE	10,315	10,315	14,217	(3,902)	\$5,276 pergolas - basketball court, pool, and sunset park payment