

***ANTHEM PARK  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package  
Regular Meeting and Public Hearing***

***Date/Time:  
Wednesday, January 7, 2026  
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, January 7, 2026, 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, January 7, 2026

**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	

**TEAMS:** [Join the meeting now](#)

Meeting ID: 298 029 342 947 7

Passcode: 2Hr9ZS9v

**Dial in by phone:** [+1 312-667-7136,,961884126#](#)

Phone conference ID: 961 884 126#

Mute/Unmute: \*6

## ***Regular Meeting and Public Hearing***

*For the full agenda packet, please contact [anthempark@hikai.com](mailto: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. Public Hearing on Amended Rules of Procedure**

#### **B. Consideration/Adoption of Resolutions**

1. 2026-04, Adopting Amended Rules of Procedure

**Exhibit 1**

2. 2026-05, Setting Public Hearing on Disciplinary Rules

**Exhibit 2**

### **IV. Staff & Vendor Reports**

#### **A. District Counsel**

1. Discussion: Witness Subpoena

#### **B. District Engineer**

#### **C. Facility Manager**

1. January 2026 Report

2. Steadfast – December 2025 Waterway Treatment Report

**Exhibit 3**

3. Yellowstone – December 2025 Report

**Exhibit 4**

4. Consideration/Approval of Proposals:

a. Rock Well – Solar Battery Installation - \$510.00

**Exhibit 5**

b. F&F Santos – Pool Deck Repair - \$6,000.00

**Exhibit 6**

- c. Sterling – Grinding, Sawing, Pourback - \$10,800.00 [Exhibit 7](#)
- d. Mister Sparky – Safety Inspection Report [Exhibit 8](#)
  - i. Surge Protection - \$5,619.25 [Exhibit 9](#)
  - ii. Surge Protection & Panel Replacement - \$13,791.61 [Exhibit 10](#)

D. District Manager

**V. Administrative Items**

- A. Consideration/Approval of the December 3, 2025, Regular Meeting Minutes [Exhibit 11](#)
- B. Consideration/Acceptance of the November 2025 Unaudited Financial Statements [Exhibit 12](#)

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

**VII. Supervisor Requests**

**VIII. Adjournment**



# **EXHIBIT 1**

## **AGENDA**

**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING AMENDED AND RESTATED RULES OF  
PROCEDURE AND AMENDED RATES; AND PROVIDING A  
SEVERABILITY CLAUSE; 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*, as amended (the “**Act**”), and being situated in Osceola County, Florida; and

**WHEREAS**, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure and Amended and amended Policies and Rates attached hereto as **Composite Exhibit A** for immediate use and application; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Amended and Restated Rules of Procedure and Policies & Rates are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure and Policies & Rates shall remain in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with the Act.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 7th day of January 2026.

**ATTEST:**

**ANTHEM PARK COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Composite Exhibit A:** Amended and Restated Rules of Procedure, Policies & Rates

**Composite Exhibit A**  
**RULES OF PROCEDURE**  
**ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF JANUARY 7, 2026**

**TABLE OF CONTENTS**

<u>Rule 1.0</u>	<u>General</u> .....	3
<u>Rule 1.1</u>	<u>Board of Supervisors; Officers and Voting</u> .....	4
<u>Rule 1.2</u>	<u>District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination</u> .....	8
<u>Rule 1.3</u>	<u>Public Meetings, Hearings, and Workshops</u> .....	11
<u>Rule 1.4</u>	<u>Internal Controls to Prevent Fraud, Waste and Abuse</u> .....	16
<u>Rule 2.0</u>	<u>Rulemaking Proceedings</u> .....	17
<u>Rule 3.0</u>	<u>Competitive Purchase</u> .....	23
<u>Rule 3.1</u>	<u>Procedure Under the Consultants' Competitive Negotiations Act</u> .....	28
<u>Rule 3.2</u>	<u>Procedure Regarding Auditor Selection</u> .....	32
<u>Rule 3.3</u>	<u>Purchase of Insurance</u> .....	36
<u>Rule 3.4</u>	<u>Pre-qualification</u> .....	38
<u>Rule 3.5</u>	<u>Construction Contracts, Not Design-Build</u> .....	44
<u>Rule 3.6</u>	<u>Construction Contracts, Design-Build</u> .....	48
<u>Rule 3.7</u>	<u>Payment and Performance Bonds</u> .....	53
<u>Rule 3.8</u>	<u>Goods, Supplies, and Materials</u> .....	54
<u>Rule 3.9</u>	<u>Maintenance Services</u> .....	58
<u>Rule 3.10</u>	<u>Contractual Services</u> .....	61
<u>Rule 3.11</u>	<u>Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9</u> .....	62
<u>Rule 4.0</u>	<u>Effective Date</u> .....	65

**Rule 1.0      General.**

- (1) The Anthem Park Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

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

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

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

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

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

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
  - (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at (813) 565-4633. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report

## 2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

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

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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



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

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

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

## **Rule 2.0      Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
  - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

be published in a newspaper of general circulation in the county in which the District is located.

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
  - (b) All notices given for a proposed rule;
  - (c) Any statement of estimated regulatory costs for the rule;
  - (d) A written summary of hearings, if any, on the proposed rule;
  - (e) All written comments received by the District and responses to those written comments; and
  - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
  - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
  - (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
    - (i) Administer oaths and affirmations;
    - (ii) Rule upon offers of proof and receive relevant evidence;
    - (iii) Regulate the course of the hearing, including any pre-hearing matters;
    - (iv) Enter orders; and
    - (v) Make or receive offers of settlement, stipulation, and adjustment.
  - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;

- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
  - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

**Law Implemented:** §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

### **Rule 3.0      Competitive Purchase.**

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



- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

- (o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

**Law Implemented:** §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

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

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

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

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

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

(4) Competitive Selection.

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

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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



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

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

(1)    Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

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

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

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

### **Rule 3.3      Purchase of Insurance.**

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

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

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

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

**Law Implemented:** § 112.08, Fla. Stat.

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

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

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

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

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



include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status

shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term “contract crime” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term “convicted” or “conviction” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  - xiii. Any other circumstance constituting “good cause” under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
  - ii. Unsafe conditions allowed to exist;
  - iii. Complaints from the public;
  - iv. Delay or interference with the bidding process;
  - v. The potential for repetition;
  - vi. Integrity of the public contracting process;
  - vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

#### (4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

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

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

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

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board



that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

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

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

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

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

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

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

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

**Rule 3.7      Payment and Performance Bonds.**

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

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

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

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

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

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

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

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

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



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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

### **Rule 3.9      Maintenance Services.**

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

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

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

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

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

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

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

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

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

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

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

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

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

(1)      Filing.

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

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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;



(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

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

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

**Rule 4.0      Effective Date.**

These Rules shall be effective January 7, 2026, 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 JANUARY 7, 2026**

	Rate
Clubhouse Rental (Resident Patrons)	\$250.00 for 4 hours <ul style="list-style-type: none"> <li>• \$25 per additional hour</li> <li>• \$200 security deposit</li> </ul>
Clubhouse Rental (Non-resident Patrons)	\$350.00 for 4 hours <ul style="list-style-type: none"> <li>• \$100 per additional 30 minutes</li> <li>• \$400 security deposit</li> </ul>
Non-Anthem Park associations, boards, or districts	\$75.00 for 2 hours
Annual Non-resident User Fee	The total of the highest annual combined debt service and operations and maintenance assessment levied on a residential property owner within the District  FY 25/26 rate: <b>\$1,833.82</b>
Lost access cards	\$20 replacement fee

# **EXHIBIT 2**

AGENDA

**RESOLUTION 2026-05**

**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 AMENDED AND  
RESTATED SUSPENSION AND TERMINATION OF PRIVILEGES  
RULE; 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 *Policies & Rates* to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto, including to the suspension and termination of privileges rule, 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 Suspension and Termination of Privileges Rule within its Policies & Rates on March 4, 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 \_\_\_\_\_ 2026.

**ATTEST:**

**ANTHEM PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Proposed Amended and Restated Suspension and Termination of Privileges Rule

## EXHIBIT A

### SUSPENSION AND TERMINATION OF PRIVILEGES RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat.

Effective Date: \_\_\_\_\_, 2026

---

**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 2026, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Anthem Park Community Development District (“District”) adopted the following rules and policies to govern disciplinary and enforcement matters. All prior rules and policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

---

**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (each an “Amenity Facility” and together, the “Amenity Facilities”).

**2. General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

**3. Access Card.** Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

**4. Suspension and Termination of Rights.** The District, through its Board of Supervisors (“Board”), and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any person, including but not limited to Patrons and members of their household and their Guests, to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications; or
- b. Failing to abide by the terms of rental applications; or
- c. Permitting the unauthorized use of an Access Card or otherwise facilitating or allowing unauthorized access to or use of the Amenity Facilities; or
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire; or
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments); or
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies); or
- g. Treating District Staff, contractors, representatives, residents, Patrons or

Guests, in a harassing or abusive manner; or

- h.** Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenity Facilities or other tangible property located on District property; or
- i.** Failing to reimburse the District for damaged to Amenity Facilities or property damaged by such person, or a minor for whom the person has charge, or a Guest; or
- j.** Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests; or
- k.** Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered; or
- l.** Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m.** Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

## **5. Suspension and/or Termination Procedures.**

### **a. Procedures.**

- i. First Violation:** Verbal warning by Amenities staff and suspension from the Amenities for up to seven (7) days from the commencement of the suspension. Violations that result in any suspension period shall be recorded by Amenities staff, signed by the individual offender(s), and held on file at the District's clubhouse.
- ii. Second Violation:** Automatic suspension of all Amenities privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by Amenities staff of a written report to be signed by the individual offender(s), filed at the District's clubhouse, and with notification to the Board.
- iii. Third Violation:** Suspension of all Amenities privileges for up to one (1) calendar year. Such suspension shall run to the next regular

meeting of the Board of Supervisors. At said meeting, the record of all previous Violations will be presented to the Board for recommendation of termination of the offender(s) privileges for up to one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one (1) year, depending on the nature of the Violation(s).

- b. Each Violation shall expire one (1) calendar year after such Violation was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one (1) year, or longer as provided for herein, the number of Violations on record for such offender(s) shall be reduced by one (1) Violation. For example, if a First Violation is committed on February 1 and a Second Violation is committed on August 1, there will be two Violations on record until February 1 of the following year, at which time the First Violation will expire, and the Second Violation will thereafter be considered a First Violation until it expires on the following August 1. The provisions of this paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any Violations.
- c. Notwithstanding the foregoing, any time a user of the Amenities is arrested for an act committed, or allegedly committed, while on the premises of the Amenities, or violates these Policies in a manner that, in the discretion of the District Manager or Amenity Manager upon consultation with either the Chairperson or Vice Chairperson of the District's Board of Supervisors, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all Amenities privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or Violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the First Offense, equal to or exceed one (1) year. In situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and Patrons, Guests, and users, permanent termination of Amenities privileges may be considered and warranted.

**6. Administrative Reimbursement; Property Damage Reimbursement; Automatic Extension of Suspension for Non-Payment.**

- a. **Administrative Reimbursement.** The Board may, in its discretion, require payment of an administrative reimbursement of up to One Thousand Dollars (\$1,000) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition



to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

- b. **Property Damage Reimbursement.** If damage to District property or Amenity Facilities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property (“Property Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.
- c. **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or shall expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or to deactivate, all Access Passes associated with the associated address within the District until such time as the outstanding amounts are paid.

## 7. **Initial Hearing Procedures.**

- a. If a person’s Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) calendar days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District Staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to

the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his or her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.
- g. Any suspension or termination of Amenities privileges may be appealed to the Board of Supervisors for reversal or reduction in accordance with the provisions of Section 9 of this Amenities Disciplinary Rule ("Rule").

**8. Appeal of Board Suspension.** After the hearing held by the Board required by Section 7, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 7(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it, in its sole discretion, to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**9. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be

conducted in accordance with Section 7.

**10. Authority of Amenity Manager.** The Amenity Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. The Amenity Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her Household's) privileges to use any or all of the Amenities for a period not to exceed seven (7) days.

**11. Authority of District Manager.** The District Manager may at any time restrict, suspend, or terminate for cause or causes, including but not limited to those described above, any person's (and his/her Household's) privileges to use any or all of the District Amenities for any period of time. Any such person shall have the right to appeal the imposition of the restriction, suspension, or termination before the Board of Supervisors as outlined in Section 8 of this Rule.

**12. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

**13. Severability.** If any section, paragraph, clause or provision of this Rule shall be held to be invalid or ineffective for any reason, the remainder of this Rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

# **EXHIBIT 3**

AGENDA



## Anthem Park CDD Aquatics

---

### Aquatic Treatment Report

December 2025



## Daily Logs List

---

Dec 10, 2025

**Job:** SE1442 Anthem Park CDD

**Title:**

**Added By:** David Smeltz

**Log Notes:**

Treated ponds 1,2,3 for Cyanobacteria

Both fountains are functioning properly upon visit.

**Weather Conditions:**

Partly cloudy

Wed, Dec 10, 2025, 10:21 AM



68°F

52°F

Wind: 8 mph

Humidity: 98%

Total Precip: 0"

**Attachments:** 3





## Daily Logs List

---

Dec 29, 2025

**Job:** SE1442 Anthem Park CDD

**Title:**

**Added By:** Matt Goldrick

**Log Notes:**

Treated all ponds for grasses and algae.

Pond 2 fountain off upon arrival.

**Weather Conditions:**

Partly cloudy with fog

Mon, Dec 29, 2025, 9:19 AM



77°F

56°F

Wind: 11 mph

Humidity: 95%

Total Precip: 0"

**Attachments:** 3



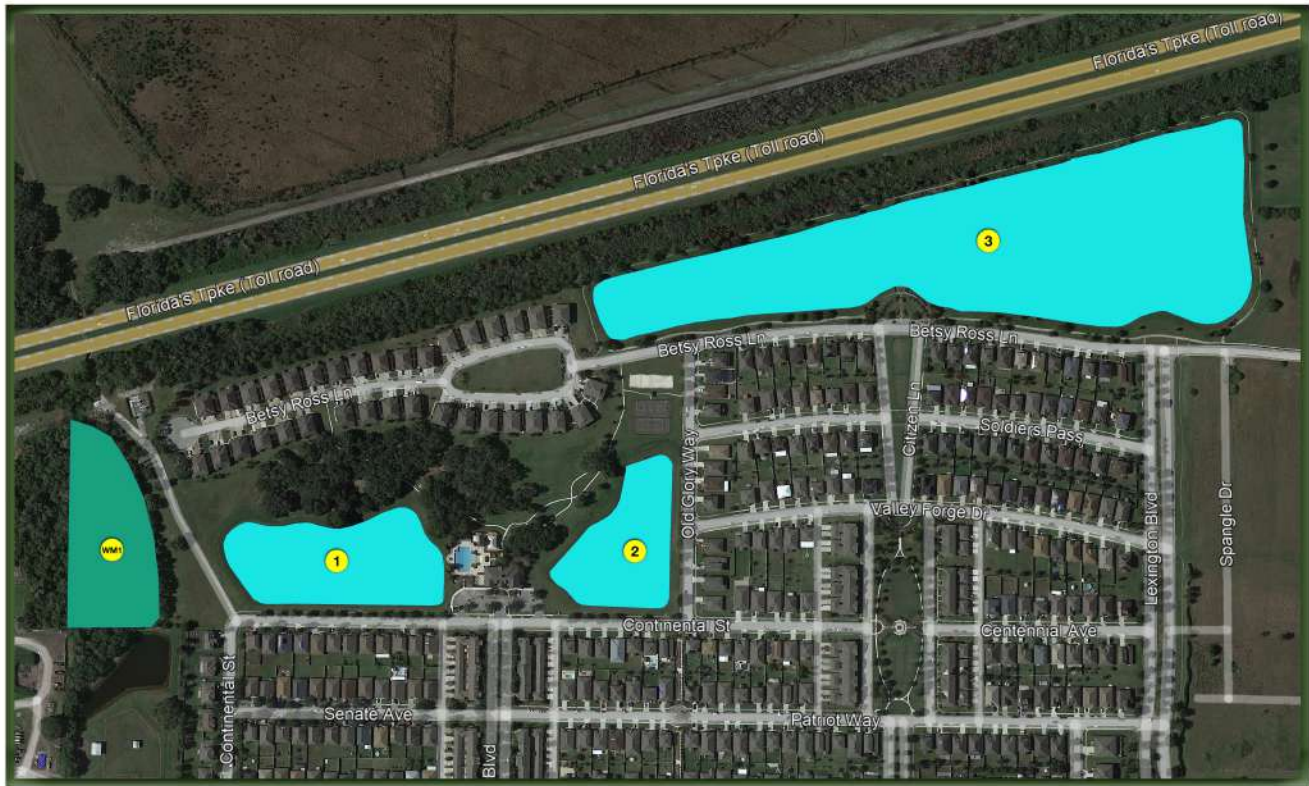




# ANTHEM PARK CDD

2090 Continental St, Saint Cloud

Gate Code:





# **EXHIBIT 4**

## **AGENDA**

**Anthem Park CDD****Account Manager : Nathaniel Anderson****Monday, December 29, 2025****YELLOWSTONE**  
LANDSCAPE**Maintenance Activities**

- Emptying of trash station weekly throughout Anthem Park : Wednesday through Thursday
- Trim and detail all shrub beds along Lexington Boulevard, Patriot Park, Sunset Park, and the Clubhouse. Mow the area in front of the townhouses on Betsy Ross, and cut back the conservation area as needed.
- 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.
- Raised canopy on Oak trees on Lexington Boulevard.
- Mow and Weedeat behind homes on Continental .
- Spray herbicide along fence line behind homes on Continental.
- Volleyball court is graded twice a month

**Mowing Activities**

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

**Irrigation Activities**

- Conducted thorough inspection of the irrigation system.
- Documented/reported any significant issues.

**Fertilization and Pest Control Activities**

- All shrubs were treated for insecticide, fungicide

**Projected  
Work**

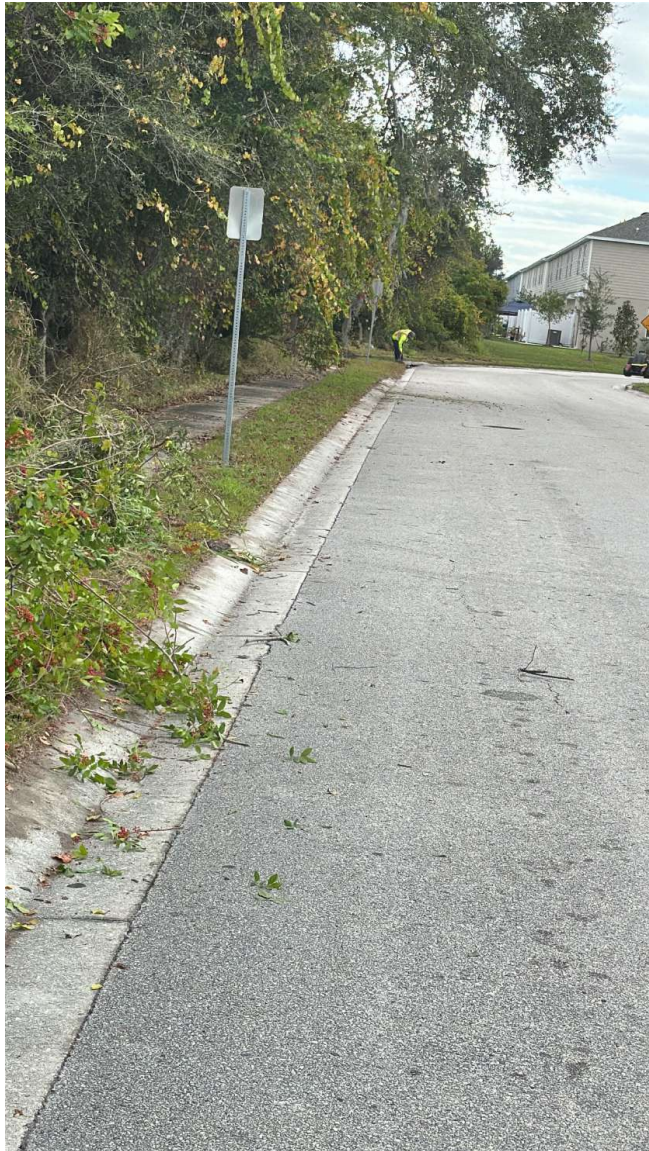
- The eagle nest area on Lexington Blvd has been mowed on Monday, November 10 ( Completed )
- Continue working on tree lifting throughout the community.











# **EXHIBIT 5**

## **AGENDA**



## Rock Well Construction

3519 Pintail Ln  
St. Cloud, FL 34772

ESTIMATE	#263-1
ESTIMATE DATE	Oct 28, 2025
EXPIRATION DATE	Nov 26, 2025
TOTAL	\$510.00

2090 Continental St  
St. Cloud, FL 34769

### CONTACT US

(689) 261-0931  
Rockwellconstructs@gmail.com

(718) 404-7417  
anthemparkcdd@gmail.com

## ESTIMATE

### Services

Renogy Solar Battery

### Materials

Install battery

Subtotal \$510.00

**Total \$510.00**

Upon approval of the estimate a 50% down payment will be required before materials will be ordered and an additional 25% the day the work has started. Complete payment will be due upon completion of work outlined on this invoice.

Preferred payment method is Zelle. These can be sent to (703) 628-5537 - Rockwell/Peter Prantner. Credit Card payment is available upon request and is subject to 3% convenience fee that will be added to your invoice.

This estimate is based on a "Limited Visual Estimate" and any work needed to repair any unseen damage or circumstance and any work to be added outside this original estimate will be handled through a change order.

# **EXHIBIT 6**

## **AGENDA**



# F&F Santos LLC

407 968-4701  
ffbrickpavers@gmail.com

## ESTIMATE

**Billed To**

**Anthem Park**  
2090 Continental St., St. Cloud, FL 34769  
anthemparkcdd@gmail.com

**Billed From**

**F&F Santos LLC**  
8661 Brookvale Drive  
Windermere - FL  
34786

**Estimate #:** EST3064

**Date:** Sep 30, 2025

Item	Price	Quantity	Total
Pool Deck Repair Set elevation of the pavers around pool deck	\$6,000.00	1	\$6,000.00

**Subtotal** \$6,000.00  
**Grand Total** \$6,000.00

Payments terms: 50% down payment upon confirmation - 50% full payment upon completion /  
This estimate is valid for 30 days

# **EXHIBIT 7**

AGENDA



Company **Anthem Park Community Development District - 2090 Continental St, St. Cloud, FL**

Bid Date **11/25/2025**

Rev or CO#

Scope

**Concrete Grinding**

Five areas to grind 10"x2', grinded down to 3/4".  
Sterling utilize a grinder.

**Slab Sawing**

Approximately 267 Sqft of 4" thick sidewalk.  
Cut, wash down and remove to Sterling provided dump trailer and haul off.  
Sterling to provide dingo for removal.

Layout by Others.  
Slurry control and Cleanup.  
2 Man Crew.

Work Hours Mon-Fri 1st Shift Only.  
Any work required outside of this shift will require a price adjustment.

**Pourback**

Approximately 267 sqft of 4" thick concrete sidewalk.  
Form and prep area where existing concrete was removed.  
Prep, Place and pour at 3000 PSI concrete.  
Strip form and clean up jobsite.  
No inspection, No vapor barrier.  
Termite Treatment is excluded.  
Price includes buggy due to access of sidewalk sections.  
Access 1 mile walk way sidewalk around small lake.  
1 Mobilization is included.

Est. Duration (days)

Concrete Grinding	\$	2,200
Cut Only		
Cut & Remove	\$	2,850
Pourback	\$	5,750

**Assumptions**

- \*\* Customer responsible for layout prior to arrival
- \*\* Customer provides dumpster unless otherwise noted.
- \*\* Assumes 4"-6" thickness. Additional thickness will require price update.
- \*\* Assumes overcuts are allowed unless noted by customer.
- \*\* Excessive downtime will be charged at \$175 per hr.
- \*\* Cancellation charge of \$450 for work cancelled under 24hrs
- \*\* Rebar assumed at #5 or below for cutting. Anything above or excessive will require a price update.
- \*\* 3000 PSI strength on concrete unless otherwise noted.
- \*\* 10 vapor mil standard spec for pourback unless noted by customer
- \*\* Rebar specs and/or wire mesh specs must be specified by the customer.
- \*\* Customer responsible for protection/covering of all holes for safety purposes unless otherwise noted.
- \*\*\* Quote validity 14 days
- \*\*\* Sterling assumes NO RESPONSIBILITY FOR DAMAGE TO BURIED UTILITIES, PIPES, CONDUIT, OR OTHER BUILDING OR CONSTRUCTION MATERIALS UNDER THE CONCRETE THAT MIGHT OCCUR DURING DRILLING OR CUTTING.

[WWW.STERLINGCONCRETECUT.COM](http://WWW.STERLINGCONCRETECUT.COM)

# **EXHIBIT 8**

## **AGENDA**



844-249-1117

www.mistersparky.com



License #EC130010384  
EC130010384 & 41605

# SAFETY INSPECTION REPORT

NAME

Anthony Park (Commercial)

ADDRESS

2090 Centennial Street

CITY

St. Cloud

STATE

FL

ZIP

31769

## SAFETY SURVEY

How old is your home? Commercial

How many years have you lived in this home? Commercial

How long will you continue to live in this home? NA

Do you have any plans to remodel or add on to your home? ☐ Yes ☒ No

Are there any areas inside / outside your home that are not properly lit?

☐ YES ☒ NO

Do your lights, television, or any other electronic device flicker or dim on a regular basis?

☐ YES ☒ NO

Has any of your home's fuses blown or breakers tripped for any reason?

☐ YES ☒ NO

Do any of your outlets feel worn or loose when you plug something in?

☐ YES ☒ NO

CONDITION GUIDE ☐ Good Condition - No Attention Needed This Visit ☐ Area of Concern - Consider Repair/Replacement ☒ Safety Hazard - Repair/Replacement needed immediately

## MAIN ELECTRICAL SERVICE

Age Unknown

Ampere Rating 200A

Manufacturer SQD ☐ Obsolete

Is there a main disconnect? NEC 230.70\* ☐ ☒

Condition of conduit? ☐ ☒

All components secured properly? ☐ ☒

## MAIN ELECTRICAL PANEL

Age Unknown

Ampere Rating 200A

Manufacturer SQD ☐ Obsolete

Panel protected by main breaker? NEC 408.36\* ☐ ☒

Wiring connected to neutral/ground bars? ☐ ☒

## GROUNDING SYSTEM

Is there a ground rod present? NEC 250.52 (A)(5)\* ☐ ☒

Is there a water pipe ground? NEC 250.52 (A)(1)\* ☐ ☒

## SMOKE & CO DETECTORS NFPA NEC\*

Age of smoke detectors NA

Are all smoke detectors operational? ☐ ☒

## GENERAL WIRING NEC 406.4 (A)\*

Are all outlets grounded 3 wire type? ☐ ☒

Is house wired with aluminum wire? ☐ ☒

## SURGE PROTECTION NEC 230.47\*

Is there a main surge suppression device? ☐ ☒

## OUTSIDE WIRING NEC 210.8 (A) & 406.9 (A)\*

Are outside outlets GFI protected? ☐ ☒

Are outside outlets weather resistant? ☐ ☒

## SAFETY UPDATES

Smoke Detectors in all required areas? NFPA Code\* ☐ ☒

If gas or oil appliances is there CO detection? NFPA Code\* ☐ ☒

Is there ARC Fault protection in all required areas? NEC 210.12\* ☐ ☒

Are there GFI outlets in all required areas? NEC 210.8\* ☐ ☒

## MAIN ELECTRICAL SERVICE

Condition of eyebolt/Mast Bracket? ☐ ☒

Condition of weatherhead? ☐ ☒

Is service entrance cable in good condition? ☐ ☒

Is there a proper drip loop on service cable? ☐ ☒

Is the meter socket in good condition? ☐ ☒

Is there a proper weatherproof connector on SEC? ☐ ☒

Condition of riser ☐ ☒

Overhead lines are clear of trees & obstructions? ☐ ☒

There are no taps on main wires? ☐ ☒

## MAIN ELECTRICAL PANEL

AFCI breakers working correctly? ☐ ☒

Is the panel of modern manufacture? ☐ ☒

Are there signs of water entering panel? ☐ ☒

Are there signs of burning on breakers or busbar? ☐ ☒

Are there signs of corrosion? NEC 110.12 (B)\* ☐ ☒

Is SEC correct size for panel rating? ☐ ☒

Are all breakers UL listed for this panel? ☐ ☒

Are all breakers sized correctly for wire? ☐ ☒

Aluminum wiring used on 120 volt circuits? ☐ ☒

Are there any double tapped wires? ☐ ☒

## SERVICE NOTES

No GFCI installed

relabel ground - need GND

NGAP

2 panels are safety danger

must be replaced

## MAIN ELECTRICAL PANEL CONT.

Is panel properly bonded for safety? ☐ ☒

Proper connectors on wires at panel? ☐ ☒

Are all connections tight? ☐ ☒

Is there anti-oxidants on all aluminum wire? ☐ ☒

Is panel cover in good condition? ☐ ☒

Is panel properly labeled? ☐ ☒

Are all KO's sealed? NEC 408.7\* ☐ ☒

Only 1 wire connected to each breaker of fuse? ☐ ☒

## GROUNDING SYSTEM

Are there 2 ground rods? NEC 250.53 (A)(2)\* ☐ ☒

Is the wire going to the ground rod the correct size? ☐ ☒

Does the ground rod have the proper clamp? ☐ ☒

Does the water ground to the valve? ☐ ☒

Is the water ground wire the correct size? ☐ ☒

Is the water pipe ground clamp in good condition? ☐ ☒

Is the connector for the ground wires APPROVED? ☐ ☒

## SMOKE & CO DETECTORS

Smoke Detectors have sealed batteries ☐ ☒

Smoke Detectors tested with can of smoke ☐ ☒

Total number of smoke detectors tested 1

Are smoke detectors interconnected? ☐ ☒

Are smoke detectors hard wired? ☐ ☒

## FURNACE & A/C WIRING

Is A/C breaker sized correctly? ☐ ☒

Is A/C wiring done correctly? ☐ ☒

Is A/C disconnect switch sized correctly? ☐ ☒

Is Air Handler breaker sized correctly? ☐ ☒

Is Air Handler on a dedicated circuit? ☐ ☒

## GENERAL WIRING CONDITIONS

Are the outlets stab wired? ☐ ☒

Are outlets tamper resistant? ☐ ☒

All outlets are operational? ☐ ☒

All cover plates are on? ☐ ☒

Is there any open splice? ☐ ☒

Is polarity correct on all outlets? ☐ ☒

All lights and fans are operational? ☐ ☒

Is there any unprotected exposed surface wiring? ☐ ☒

Are extension cords being used for wiring? NEC 300.4\* ☐ ☒

Are window A/C units on dedicated circuits? ☐ ☒

Are bathroom outlets GFI protected? NEC 210.8(A)(6)\* ☐ ☒

All GFI devices working properly? ☐ ☒

## KITCHEN

Are there 2 circuits for kitchen outlets? ☐ ☒

Is microwave on dedicated circuit? ☐ ☒

Are kitchen outlets GFI protected? NEC 210.8(A)(6)\* ☐ ☒

Is freezer/refrigerator on dedicated circuit? ☐ ☒

Is disposal on dedicated circuit? ☐ ☒

Is dishwasher on dedicated circuit? ☐ ☒

## SURGE SUPPRESSION

Are A/C & pool equipment protected by surge suppression? ☐ ☒

Are cable & phone lines protected by surge suppression? ☐ ☒

## OUTSIDE WIRING

Is there an outside outlet? ☐ ☒

Does outside outlet have an in use cover? ☐ ☒

Are there security lights? ☐ ☒

Do security lights work? ☐ ☒

Does the doorbell system work? ☐ ☒

Landscape lighting condition? ☐ ☒

## SAFETY HAZARD WAIVER

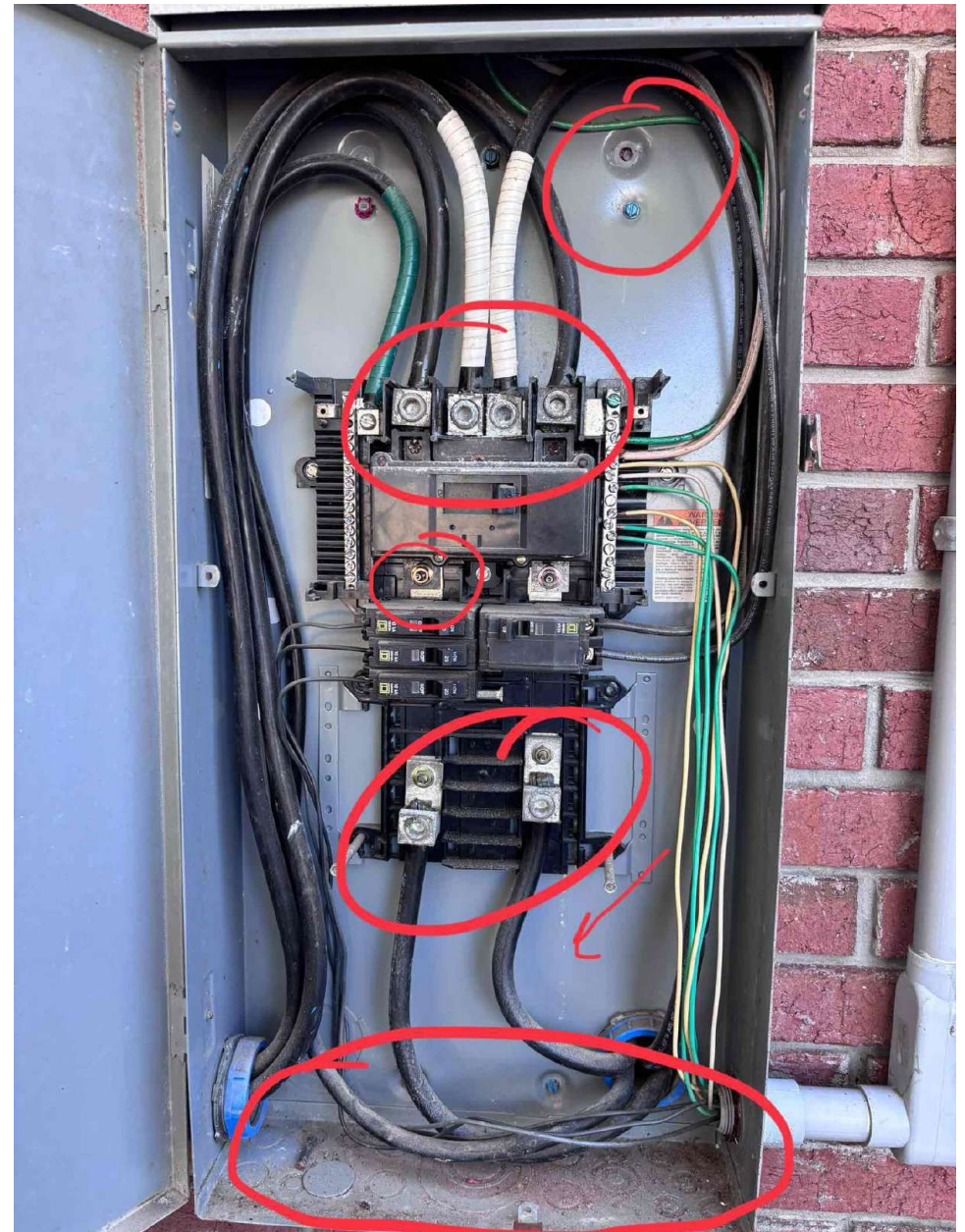
\*\*\*I have been informed of the existing code violations and safety concerns and I request that no repairs be done on the same.\*\*\*  
I understand this work needs to be done by a qualified electrician with or without Mister Sparky doing the work.

Customer's Signature

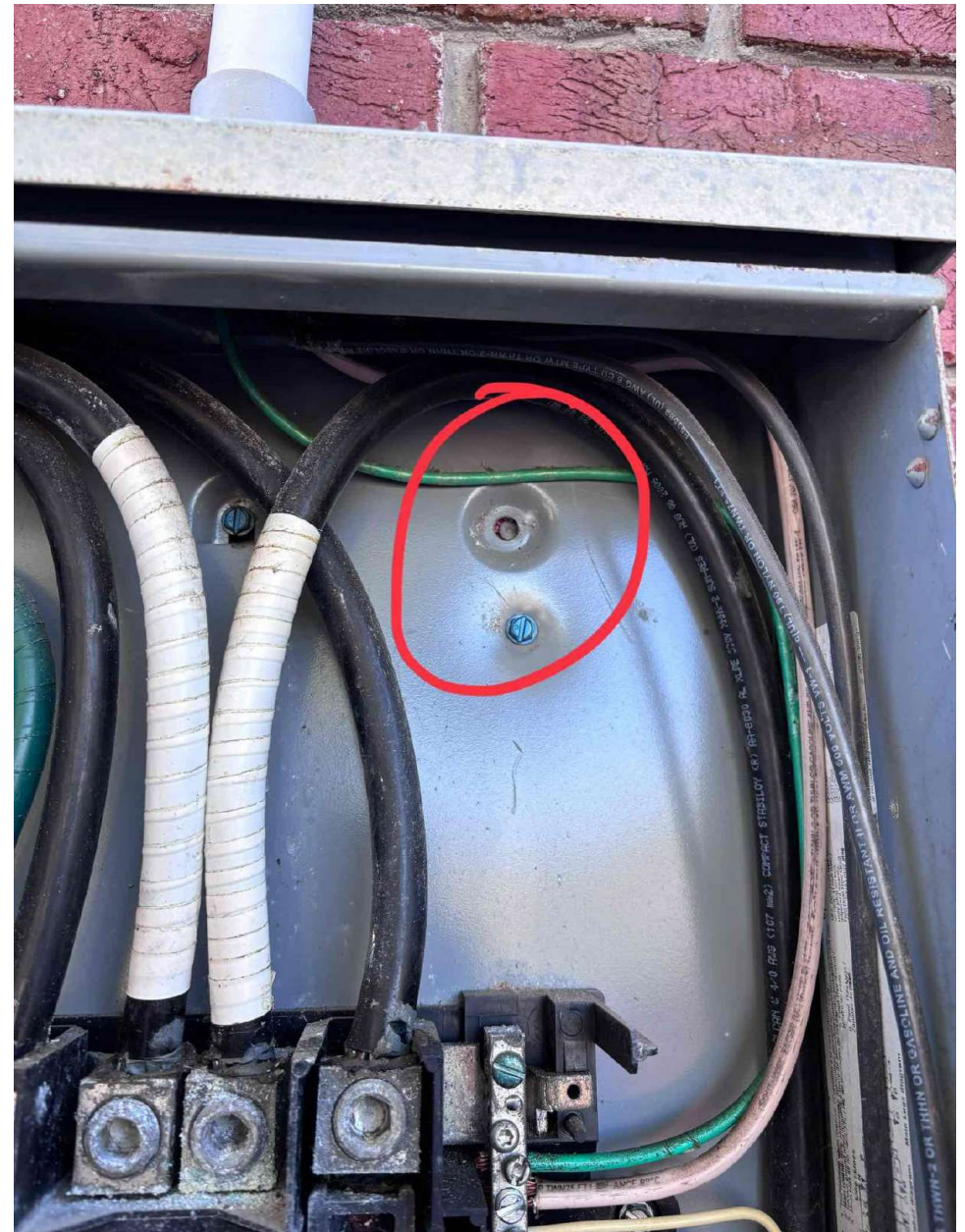
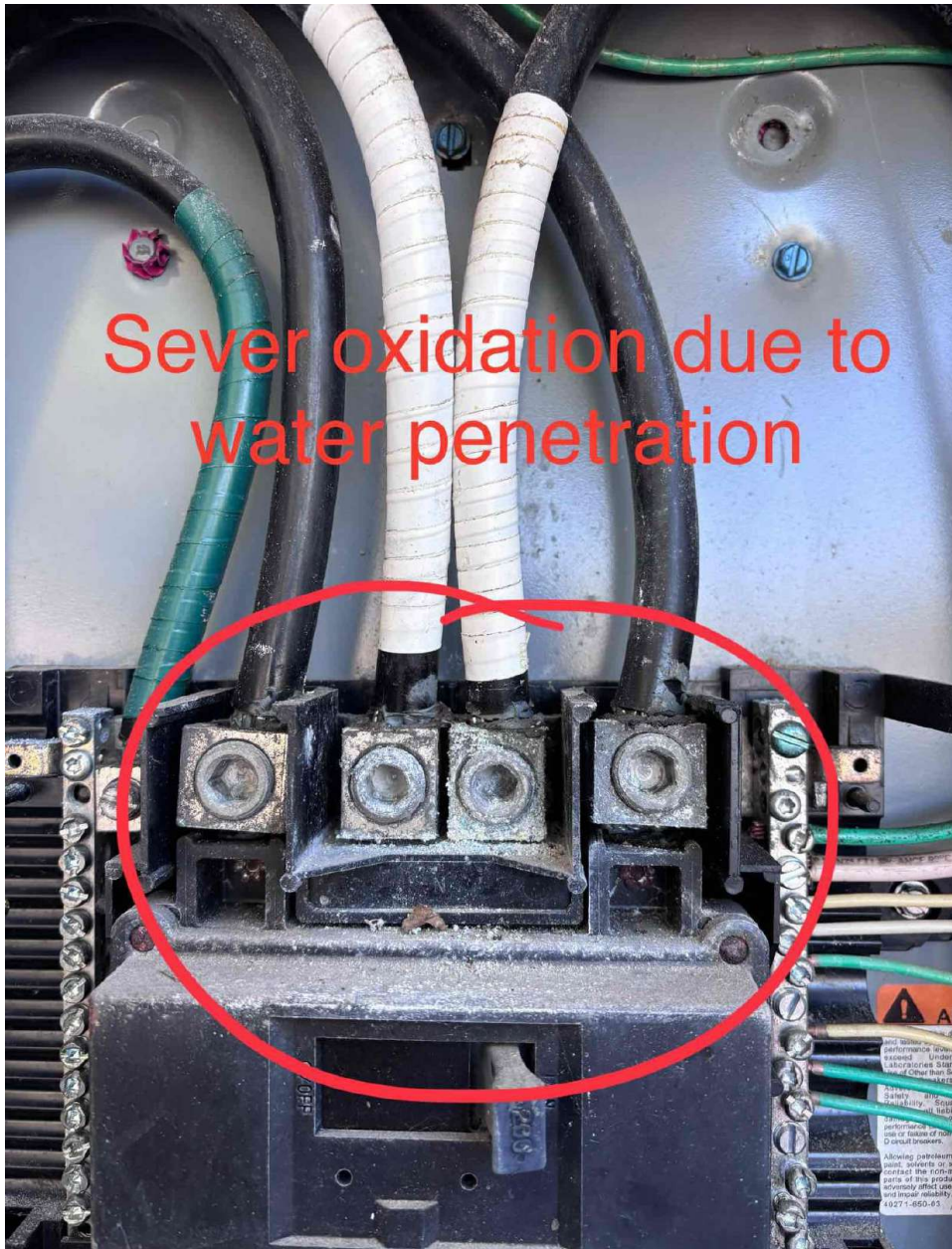
TECHNICIAN'S ACKNOWLEDGEMENT: I have inspected the home to the best of my ability according to our company's high standards and the National Electrical Code. I have discussed my findings and the nature of the service and cost and I have given a copy of the contract to the customer.

Technician's Signature





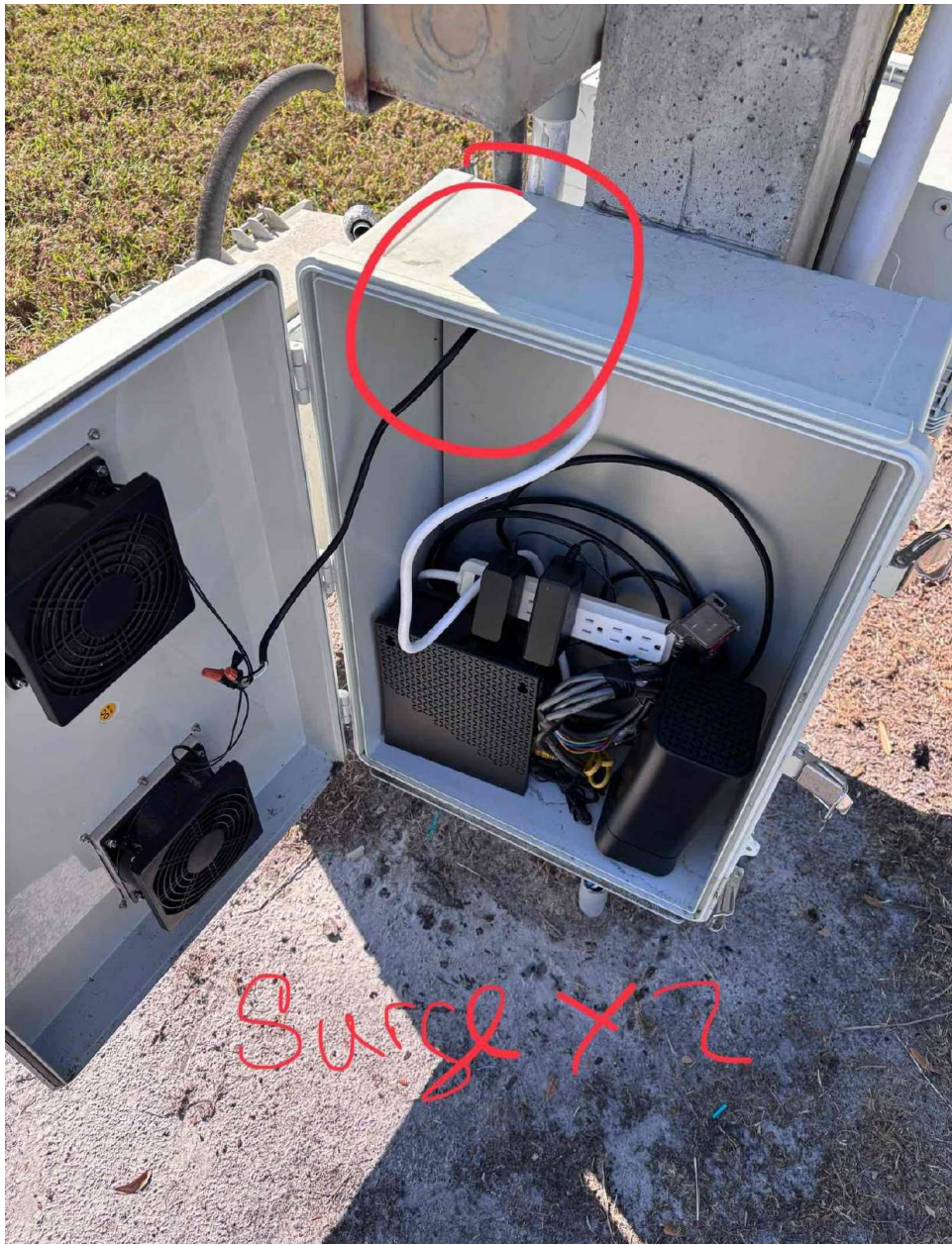




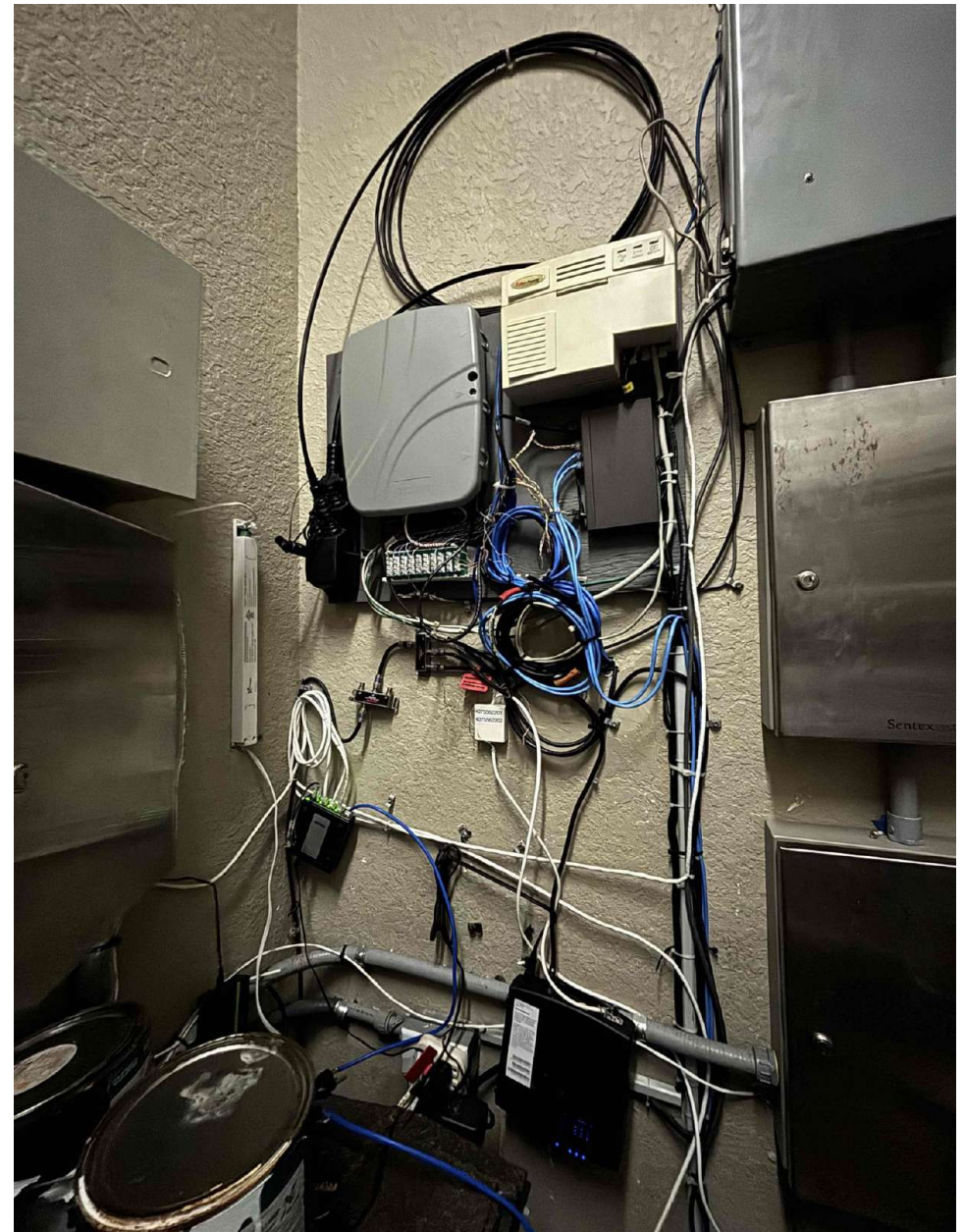




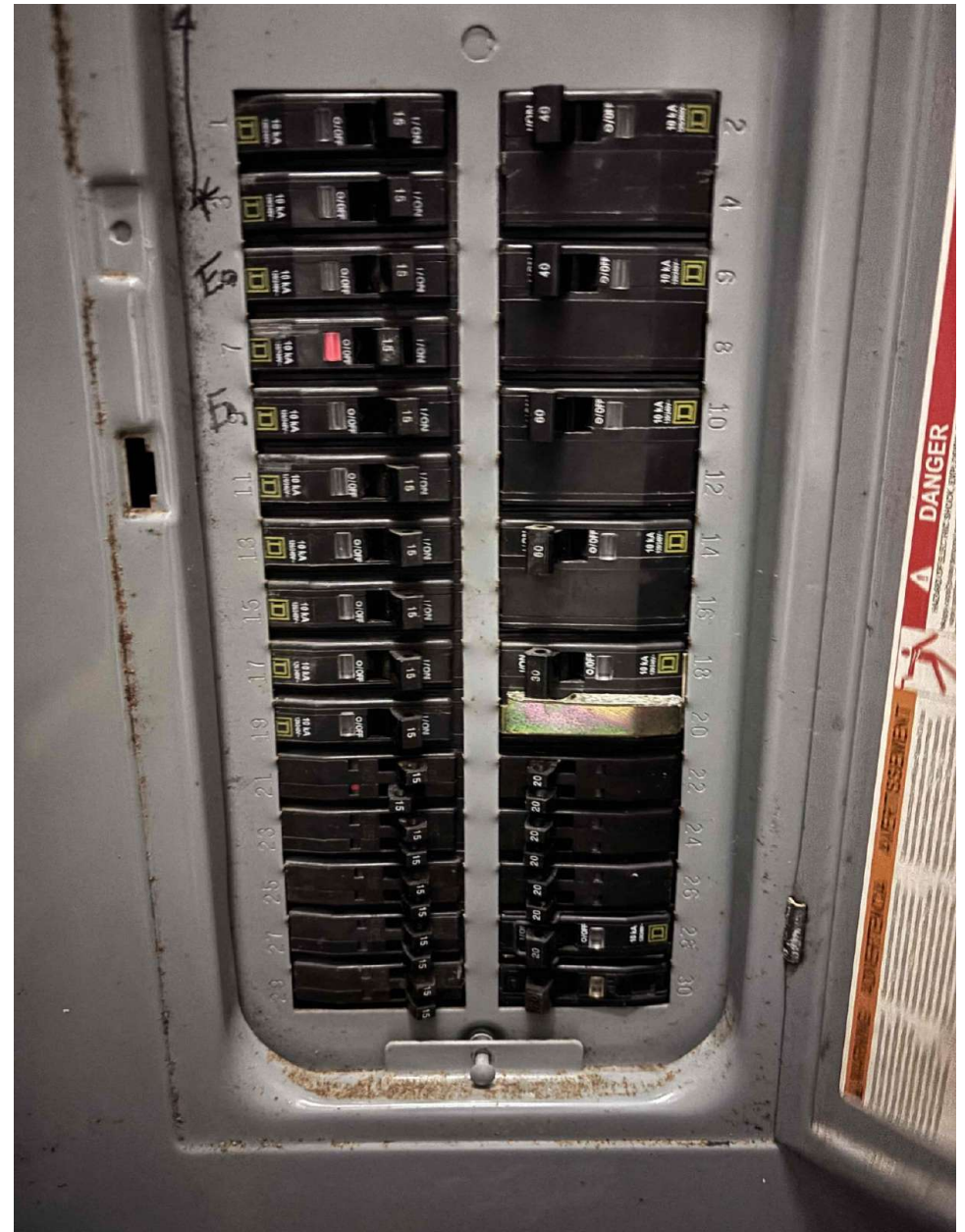
















# **EXHIBIT 9**

## **AGENDA**



Mister Sparky Electric  
888-8-Sparky  
State Lic# EC13008384

Estimate 1774602839  
Estimate Date 11/20/2025

**Billing Address**  
Anthem Park  
2090 Continental Street  
St. Cloud, FL 34769 USA

**Job Address**  
Anthem Park  
2090 Continental Street  
St. Cloud, FL 34769 USA

### Description of work

You recently had a surge event at your facility which damaged equipment. Your electrical system and camera systems require two main panel surge protectors, four surge receptacles, three coax surge protection devices and three ethernet surge protection devices.

Service #	Description	Quantity
SRG1-L3	<b>DID YOU KNOW: SURGE PROTECTOR FACTS</b> <ul style="list-style-type: none"> <li>• FL, AL, and GA are #1, #2, #3 for lightning strikes.</li> <li>• Many homeowner policies don't cover lightning strikes.</li> <li>• Some insurance companies give a discount for homes that have surge protectors.</li> <li>• The average home gets hit with over 20 energy spikes a day.</li> <li>• You get up to 30% more life out of your appliances and electronic equipment if you use surge protectors.</li> <li>• A lightning strike up to one mile away can do damage to your sensitive equipment.</li> <li>• You not only get external surges but major internal surges like when your air conditioner turns on.</li> <li>• Since your home is connected to your neighbors by the power line if they get hit, you can get damage.</li> <li>• <u>Lifetime Manufacturers Warranty</u></li> <li>• <u>\$100,000 Connected Equipment Warranty</u></li> </ul>	2.00
SRG-REC	Installation of a point of use surge protector outlet.	4.00
SRG2-L1	Phone Protection	3.00
SRG3-L1	TV protection	3.00
TFS	Truck Field Supplies	1.00

<b>Potential Savings</b>	\$562.56 - \$562.56	<b>Sub-Total</b>	\$5,619.25
		<b>Tax</b>	\$0.00
		<b>Total Due</b>	\$5,619.25
		<b>Deposit/Downpayment</b>	\$0.00
		<b>Est. Financing</b>	\$67.43

#### 100% Satisfaction Guarantees

**Service & Repair Guarantee** If you are not 100% satisfied with the service we have provided, we will refund all of your money. If our electricians smoke or swear in your home; are not drug-free; do not wear floor savers or leave your home without cleaning up, you do not pay for the service. If a repair fails in the first year, we will repair it again absolutely free. **Electrical Panel & Main Service Guarantee** We guarantee that your electrical panel and main service replacement project will be completed on or before the date we have promised. We guarantee our workmanship for a period of 3 years. If your panel or service gives you any trouble at any time during that period, we will repair the problem free of charge. We guarantee that all materials used will be as specified and up to code in your area. And we guarantee to protect the condition of your home. **Fixture & Equipment Warranty** We guarantee that the equipment and/ or fixtures we supply and install in your home will perform as we have stated. If any equipment or fixture fails during normal use in the first year, we will either repair or replace the item at no charge to you. All warranties are predicated on our installations not being altered by others, not employed by Mister Sparky.

For more information about Mister Sparky please go to <https://mistersparkyflorida.com>

---

**AUTHORIZATION TO PROCEED WITH WORK:** I Anthem Park authorize the above described work. I understand that if my check does not clear, I am liable for the check and any charges from the bank. I agree to pay 1.75% per month for past due contracts (minimum charge \$15). In the event that collection efforts are initiated against me, I shall pay for all: associated fees at the posted rates as well as all collection fees and reasonable attorney fees I agree that the amount set forth in the space marked "Total Amount Due" Is the total upfront price I have agreed to.

In the event that payment is required and bank account information or a check is provided as a form of payment, I hereby authorize Mister Sparky Electric - Orlando, herein called Mister Sparky Electric - Orlando, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make a one-time electronic fund transfer from my account or (iii) process the payment as a check transaction, as determined by Mister Sparky Electric - Orlando and as applicable. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law and that I may only revoke this authorization by notifying Mister Sparky Electric - Orlando as provided below. This authorization is to remain in full force and effect for the payment on this invoice, until Mister Sparky Electric - Orlando has received written notification from me of its termination in such time and in such manner as to afford Mister Sparky Electric - Orlando a reasonable opportunity to act on it. If you believe any of the above information to be in error or to contact the Mister Sparky Electric - Orlando for information on revoking this authorization, please contact us at (813) 461-3485.

**AGREEMENT TERMS:** Plan membership must be active and maintained as active for the duration to receive any and all benefits. If plan is cancelled or downgraded, any benefits not offered on new coverage will be forfeit and void. All benefits are terminated and rendered of no value at the conclusion of plan term. Should you cancel your Club Membership within a 12 month period, you will be responsible for paying the difference between the discounts you received and our regular straight forward pricing.

**\*\*The below terms are only applicable if the work is financed:\*\***

By signing below, I/we, the Borrower(s):

1. Acknowledge submitting an application for a loan with a participating financial institution in either the Ally, Synchrony, or Turns Program;
2. Acknowledge receipt of the Ally, Synchrony, or Turns loan agreement ("Agreement") with the lender specified on the Agreement ("Lender") and agree to be bound by the Terms and Conditions of the Agreement;
3. Authorize the payments in the schedule above subject to mutually agreed upon completion of project stage;
4. Instruct our Lender to disburse the proceeds of the Ally, Synchrony, or Turns loan to the Merchant identified above in the Amount(s) specified in the Payment Authorization Schedule.

The signature of a Borrower(s) below or the subsequent use of the Ally, Synchrony, or Turns loan to make a purchase will constitute acceptance by all Borrower(s) of the Agreement and the authorization of all Borrowers to process the transaction as identified in the Payment Authorization Schedule above.



# TERMS & CONDITIONS OF SALE

## **PAYMENT TERMS:**

The entire invoice ("Total Amount Due") is due upon completion of described work. Any payment not received within 10 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid. If applicable, sales tax is included in the price. Regardless of whether litigation is commenced, Customer agrees to pay all attorney's fees and associated costs if Seller initiates collection efforts for any amount due Seller from Customer. All parts will be removed from the premises and discarded unless otherwise specified herein.

In the event that payment is required and bank account information or a check is provided as a form of payment, I hereby authorize Service Minds, Inc. and/ or Southeast Florida Home Services, LLC, herein called COMPANY, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make a one-time electronic fund transfer from my account or (iii) process the payment as a check transaction, as determined by COMPANY and as applicable. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law and that I may only revoke this authorization by notifying COMPANY as provided below. This authorization is to remain in full force and effect for the payment on this invoice, until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. If you believe any of the above information to be in error or to contact the COMPANY for information on revoking this authorization, please contact us at 941-379-7722.

## **COLLECTION COSTS:**

Customer agrees that it shall pay all expenses incurred by Seller for the collection of any delinquent accounts including, but not limited to, attorney's fees, filing fees, and costs. All disputes arising out of this contract shall be interpreted under the laws of the state in which the work was performed. I acknowledge that any past due amount after 10 days from completion of work, and any collection costs incurred thereafter, will be subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid.

## **WARRANTIES, AND LIMITATIONS ON WARRANTIES:**

Standard warranty is 3 years on labor and parts supplied by Seller. Seller warrants that all work performed and all parts and equipment which were installed in the servicing of the electrical unit(s) were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period of 1,095 days from date said work was performed or during any manufacturer's warranties (except for the exclusions listed below). Seller's obligation for defective products and/or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at Seller's option, to either: (1) the replacement of any defective parts or workmanship, or (2) the refund of amounts paid by Customer for said service and shall be conditioned upon Seller receiving actual written notice to the business address listed on the invoice of said defect within the 1,095 day period noted herein. Items disclosed on invoice and declined by customer, or owner supplied equipment, may be excluded. These exclusions may have a limited or no warranty. If parts have been replaced by Seller and worked on by anyone else during the warranty period, or there is use of items that damage electrical parts supplied by Seller, the warranty period may be different. Warranty excludes all customer supplied items. All warranty issues must be allowed to be inspected and approved by Seller before any repair is made or warranty is voided. Warranty is not transferable. Seller is not liable for damage caused by weather, normal maintenance items not reviewed under the contract, or other manufacture defects.

## **WARRANTY EXCLUSIONS:**

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM SELLER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

## **RESTRICTION OF THE PERIOD OF LIMITATION OF ACTION:**

Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work. Buyer shall be deemed to have accepted all delivered goods which he has not rejected within three (3) days of receipt.

## **ALTERATIONS:**

Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by this Seller, will be cause to terminate Seller's obligation under the contract.

## **EXCLUSION OF COURSE OF DEALING:**

It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way. All warranty work will be performed during normal business hours. Any customer requiring warranty work not performed during regular business hours will be charged as service charge. Customer understands and acknowledges that Seller may require Customer to sign and acknowledge a separate document that further details these Terms & Conditions of Sale, and upon execution, said document is hereby incorporated within and made a part of these Terms & Conditions of Sale.





## The time spent in your home doesn't reflect the experience or business investment before the technician arrives to your home.

Our business with you starts before the technician steps through the door. Multiple costs have been incurred to bring a professional to your door for an appointment.

And the cost of what we do isn't based on whether we spend 5 minutes or 5 hours in your home; the invoice you receive reflects the price of the project, cost of the technicians' experience, and all the **expenses** incurred to complete your **project**.

Consider this. Flying is a common and popular form of transportation.

When you settle into your seat, do you think about all that goes into getting you from point A to point B? A flight as short as 30 minutes requires multiple expenses. There is the cost of gas, maintenance of the plane, replacement of parts, employment of those working at the ticketing counter or flight tower, and of course, the many hours of training, education, and certification required for the pilot.

The duration of the flight is not a reflection of the expense it takes to keep that plane in the air.

A home service business operates similarly, although on a smaller scale. The cost of keeping our business up and running, like that of keeping a plane up and flying, is built into what you pay for your professional service. It includes specialized training, the cost of tools and materials, truck maintenance, plus gas, oil, tires, and tolls. Additionally, business expenses like the leases on the office, licensing and insurance, and administrative costs from the team booking an appointment to stocking the trucks.

As you can see, your invoice includes much more than showing up at an appointment and delivering a diagnosis. You would not expect a pilot not to be paid for his experience or for the proper equipment and procedures to keep his plane up in the air.

A lot goes into our service as electrical professionals. Our invoices include the value of our technicians, their experience and knowledge, and the essential expenditures needed to run a customer focused business.



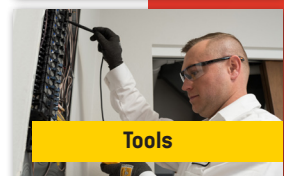
Insurance



Training



Vehicle Care



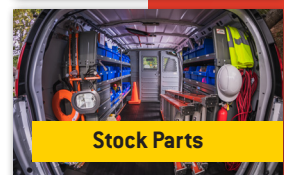
Tools



Business Expenses



Property Lease



Stock Parts



Benefits

# MisterSparky.com

# 888-8-SPARKY

## \$75 OFF YOUR NEXT REPAIR



### 888-8-SPARKY

Coupon must be presented at time of service. Cannot be combined with other offers. Valid 190 days after the original visit. Not valid for work quoted on this invoice. Restrictions may apply. Independently owned and operated. Licenses: EC13008384, EC13008406, 07635

## \$25 OFF A SECONDARY OR MAIN SURGE PROTECTOR



### 888-8-SPARKY

Coupon must be presented at time of service. Cannot be combined with other offers. Valid 190 days after the original visit. Not valid for work quoted on this invoice. Restrictions may apply. Independently owned and operated. Licenses: EC13008384, EC13008406, 07635

## \$200 OFF NEW ELECTRICAL PANEL



### 888-8-SPARKY

Coupon must be presented at time of service. Cannot be combined with other offers. Valid 190 days after the original visit. Not valid for work quoted on this invoice. Restrictions may apply. Independently owned and operated. Licenses: EC13008384, EC13008406, 07635

# **EXHIBIT 10**

AGENDA



Mister Sparky Electric  
888-8-Sparky  
State Lic# EC13008384

Estimate 1774604766  
Estimate Date 11/20/2025

**Billing Address**  
Anthem Park  
2090 Continental Street  
St. Cloud, FL 34769 USA

**Job Address**  
Anthem Park  
2090 Continental Street  
St. Cloud, FL 34769 USA

### Description of work

You recently had a surge event at your facility which damaged equipment. Your electrical system and camera systems require two main panel surge protectors, four surge receptacles, three coax surge protection devices and three ethernet surge protection devices. Replace both damaged electrical panels, one at the clubhouse and one by the volleyball court.

Service #	Description	Quantity
SRG1-L3	<b>DID YOU KNOW: SURGE PROTECTOR FACTS</b> <ul style="list-style-type: none"> <li>• FL, AL, and GA are #1, #2, #3 for lightning strikes.</li> <li>• Many homeowner policies don't cover lightning strikes.</li> <li>• Some insurance companies give a discount for homes that have surge protectors.</li> <li>• The average home gets hit with over 20 energy spikes a day.</li> <li>• You get up to 30% more life out of your appliances and electronic equipment if you use surge protectors.</li> <li>• A lightning strike up to one mile away can do damage to your sensitive equipment.</li> <li>• You not only get external surges but major internal surges like when your air conditioner turns on.</li> <li>• Since your home is connected to your neighbors by the power line if they get hit, you can get damage.</li> <li>• <u>Lifetime Manufacturers Warranty</u></li> <li>• <u>\$100,000 Connected Equipment Warranty</u></li> </ul>	2.00
SRG-REC	Installation of a point of use surge protector outlet.	4.00
SRG2-L1	Phone Protection	3.00
SRG3-L1	TV protection	3.00
PB100-F2	100/125 Amp Top Quality Panel. Features Include: <ul style="list-style-type: none"> <li>• Lifetime manufacturer warranty on load centers and circuit breakers.</li> <li>• Highest interrupting rating main breaker in the industry.</li> <li>• A unique finish provides an esthetically appealing, scratch resistant powder coating.</li> <li>• Pinpoint panel labeling.</li> <li>• Includes up to 3 specialty single pole breakers. (AFCI/GFCI) *Double pole specialty breakers are not included*</li> <li>• Level 2 Panels: Increased installation difficulty requiring EMT conduit or comparable wiring methods.</li> </ul>	2.00
PRM-L2	<ul style="list-style-type: none"> <li>• This permit fee covers the hard costs of applying for the permit in your area.</li> <li>• The administrative costs of creating documents, creating schematics/drawings (not including drawings requiring a third party engineer stamp), tracking and filing permits.</li> </ul>	1.00

- Mister Sparky will handle the coordination of inspections on a day of your choosing, but it is the homeowners express responsibility to ensure the inspector has access to the interior of the property (this sometimes requires additional time off of work).
- Homeowners failure to allow inspector into home can result in loss of power and additional fees.
- **Non-refundable**

SMG-L1	<b>The grounding of electricity is important for three main reasons.</b>	1.00
	<ul style="list-style-type: none"> <li>• Grounding helps to direct the path of electricity directly back into the earth.</li> <li>• Grounding helps to stabilize the voltage levels of electrical power.</li> <li>• Grounding helps protect your home, appliances and family members from electrical shock and overload.</li> </ul> <p><b>Your home is supposed to have two, 8' long ground rods driven into the earth at least 6' apart to make sure your electrical system is safe.</b></p>	
TFS	Truck Field Supplies	1.00
* Power Club Annual New Sale	<p><b>Welcome To The Power Club!</b>  <b>As a Power Club Member you receive:</b></p> <ul style="list-style-type: none"> <li>• Reduced Trip Charge from \$89 to \$49</li> <li>• Reduced Emergency Fee from \$149 to \$109</li> <li>• 10% off repairs</li> <li>• 5% off panels, main services, &amp; landscape lighting</li> <li>• Priority scheduling on all appointments</li> </ul> <p>1 Annual Visit to Include:            -Smoke alarm cleaning and batteries in units under 5 years old            -Panel tune up            -Life safety device testing            -Full home safety inspection</p>	1.00

<b>Member Savings</b> \$989.64	<b>Sub-Total</b>	\$13,791.61
	<b>Tax</b>	\$0.00
	<b>Total Due</b>	\$13,791.61
	<b>Deposit/Downpayment</b>	\$0.00
	<b>Est. Financing</b>	\$165.50

#### 100% Satisfaction Guarantees

**Service & Repair Guarantee** If you are not 100% satisfied with the service we have provided, we will refund all of your money. If our electricians smoke or swear in your home; are not drug-free; do not wear floor savers or leave your home without cleaning up, you do not pay for the service. If a repair fails in the first year, we will repair it again absolutely free. **Electrical Panel & Main Service Guarantee** We guarantee that your electrical panel and main service replacement project will be completed on or before the date we have promised. We guarantee our workmanship for a period of 3 years. If your panel or service gives you any trouble at any time during that period, we will repair the problem free of charge. We guarantee that all materials used will be as specified and up to code in your area. And we guarantee to protect the condition of your home. **Fixture & Equipment Warranty** We guarantee that the equipment and/ or fixtures we supply and install in your home will perform as we have stated. If any equipment or fixture fails during normal use in the first year, we will either repair or replace the item at no charge to you. All warranties are predicated on our installations not being altered by others, not employed by Mister Sparky.

For more information about Mister Sparky please go to <https://mistersparkyflorida.com>

**AUTHORIZATION TO PROCEED WITH WORK:** I Anthem Park authorize the above described work. I understand that if my check does not clear, I am liable for the check and any charges from the bank. I agree to pay 1.75% per month for past due contracts (minimum charge \$15). In the event that collection efforts are initiated against me, I shall pay for all: associated fees at the posted rates as well as all collection fees and reasonable attorney fees I agree that the amount set forth in the space marked "Total Amount Due" Is the total upfront price I have agreed to.

In the event that payment is required and bank account information or a check is provided as a form of payment, I hereby authorize Mister Sparky Electric - Orlando, herein called Mister Sparky Electric - Orlando, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make a one-time electronic fund transfer from my account or (iii) process the payment as a check transaction, as determined by Mister Sparky Electric - Orlando and as applicable. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law and that I may only revoke this authorization by notifying Mister Sparky Electric - Orlando as provided below. This authorization is to remain in full force and effect for the payment on this invoice, until Mister Sparky Electric - Orlando has received written notification from me of its termination in such time and in such manner as to afford Mister Sparky Electric - Orlando a reasonable opportunity to act on it. If you believe any of the above information to be in error or to contact the Mister Sparky Electric - Orlando for information on revoking this authorization, please

contact us at (813) 461-3485.

AGREEMENT TERMS: Plan membership must be active and maintained as active for the duration to receive any and all benefits. If plan is cancelled or downgraded, any benefits not offered on new coverage will be forfeit and void. All benefits are terminated and rendered of no value at the conclusion of plan term. Should you cancel your Club Membership within a 12 month period, you will be responsible for paying the difference between the discounts you received and our regular straight forward pricing.

**\*\*The below terms are only applicable if the work is financed:\*\***

By signing below, I/we, the Borrower(s):

1. Acknowledge submitting an application for a loan with a participating financial institution in either the Ally, Synchrony, or Turns Program;
2. Acknowledge receipt of the Ally, Synchrony, or Turns loan agreement ("Agreement") with the lender specified on the Agreement ("Lender") and agree to be bound by the Terms and Conditions of the Agreement;
3. Authorize the payments in the schedule above subject to mutually agreed upon completion of project stage;
4. Instruct our Lender to disburse the proceeds of the Ally, Synchrony, or Turns loan to the Merchant identified above in the Amount(s) specified in the Payment Authorization Schedule.

The signature of a Borrower(s) below or the subsequent use of the Ally, Synchrony, or Turns loan to make a purchase will constitute acceptance by all Borrower(s) of the Agreement and the authorization of all Borrowers to process the transaction as identified in the Payment Authorization Schedule above.

# TERMS & CONDITIONS OF SALE

## **PAYMENT TERMS:**

The entire invoice ("Total Amount Due") is due upon completion of described work. Any payment not received within 10 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid. If applicable, sales tax is included in the price. Regardless of whether litigation is commenced, Customer agrees to pay all attorney's fees and associated costs if Seller initiates collection efforts for any amount due Seller from Customer. All parts will be removed from the premises and discarded unless otherwise specified herein.

In the event that payment is required and bank account information or a check is provided as a form of payment, I hereby authorize Service Minds, Inc. and/ or Southeast Florida Home Services, LLC, herein called COMPANY, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make a one-time electronic fund transfer from my account or (iii) process the payment as a check transaction, as determined by COMPANY and as applicable. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law and that I may only revoke this authorization by notifying COMPANY as provided below. This authorization is to remain in full force and effect for the payment on this invoice, until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. If you believe any of the above information to be in error or to contact the COMPANY for information on revoking this authorization, please contact us at 941-379-7722.

## **COLLECTION COSTS:**

Customer agrees that it shall pay all expenses incurred by Seller for the collection of any delinquent accounts including, but not limited to, attorney's fees, filing fees, and costs. All disputes arising out of this contract shall be interpreted under the laws of the state in which the work was performed. I acknowledge that any past due amount after 10 days from completion of work, and any collection costs incurred thereafter, will be subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid.

## **WARRANTIES, AND LIMITATIONS ON WARRANTIES:**

Standard warranty is 3 years on labor and parts supplied by Seller. Seller warrants that all work performed and all parts and equipment which were installed in the servicing of the electrical unit(s) were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period of 1,095 days from date said work was performed or during any manufacturer's warranties (except for the exclusions listed below). Seller's obligation for defective products and/or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at Seller's option, to either: (1) the replacement of any defective parts or workmanship, or (2) the refund of amounts paid by Customer for said service and shall be conditioned upon Seller receiving actual written notice to the business address listed on the invoice of said defect within the 1,095 day period noted herein. Items disclosed on invoice and declined by customer, or owner supplied equipment, may be excluded. These exclusions may have a limited or no warranty. If parts have been replaced by Seller and worked on by anyone else during the warranty period, or there is use of items that damage electrical parts supplied by Seller, the warranty period may be different. Warranty excludes all customer supplied items. All warranty issues must be allowed to be inspected and approved by Seller before any repair is made or warranty is voided. Warranty is not transferable. Seller is not liable for damage caused by weather, normal maintenance items not reviewed under the contract, or other manufacture defects.

## **WARRANTY EXCLUSIONS:**

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM SELLER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

## **RESTRICTION OF THE PERIOD OF LIMITATION OF ACTION:**

Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work. Buyer shall be deemed to have accepted all delivered goods which he has not rejected within three (3) days of receipt.

## **ALTERATIONS:**

Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by this Seller, will be cause to terminate Seller's obligation under the contract.

## **EXCLUSION OF COURSE OF DEALING:**

It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way. All warranty work will be performed during normal business hours. Any customer requiring warranty work not performed during regular business hours will be charged as service charge. Customer understands and acknowledges that Seller may require Customer to sign and acknowledge a separate document that further details these Terms & Conditions of Sale, and upon execution, said document is hereby incorporated within and made a part of these Terms & Conditions of Sale.





## The time spent in your home doesn't reflect the experience or business investment before the technician arrives to your home.

Our business with you starts before the technician steps through the door. Multiple costs have been incurred to bring a professional to your door for an appointment.

And the cost of what we do isn't based on whether we spend 5 minutes or 5 hours in your home; the invoice you receive reflects the price of the project, cost of the technicians' experience, and all the **expenses** incurred to complete your **project**.

Consider this. Flying is a common and popular form of transportation.

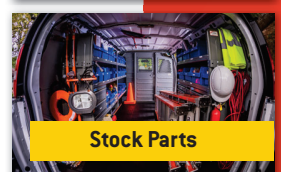
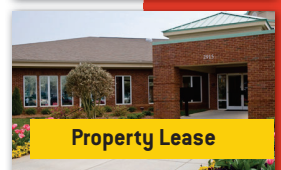
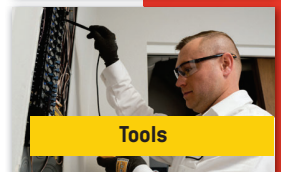
When you settle into your seat, do you think about all that goes into getting you from point A to point B? A flight as short as 30 minutes requires multiple expenses. There is the cost of gas, maintenance of the plane, replacement of parts, employment of those working at the ticketing counter or flight tower, and of course, the many hours of training, education, and certification required for the pilot.

The duration of the flight is not a reflection of the expense it takes to keep that plane in the air.

A home service business operates similarly, although on a smaller scale. The cost of keeping our business up and running, like that of keeping a plane up and flying, is built into what you pay for your professional service. It includes specialized training, the cost of tools and materials, truck maintenance, plus gas, oil, tires, and tolls. Additionally, business expenses like the leases on the office, licensing and insurance, and administrative costs from the team booking an appointment to stocking the trucks.

As you can see, your invoice includes much more than showing up at an appointment and delivering a diagnosis. You would not expect a pilot not to be paid for his experience or for the proper equipment and procedures to keep his plane up in the air.

A lot goes into our service as electrical professionals. Our invoices include the value of our technicians, their experience and knowledge, and the essential expenditures needed to run a customer focused business.



# MisterSparky.com

# 888-8-SPARKY

## \$75 OFF YOUR NEXT REPAIR

**888-8-SPARKY**

Coupon must be presented at time of service. Cannot be combined with other offers. Valid 190 days after the original visit. Not valid for work quoted on this invoice. Restrictions may apply. Independently owned and operated. Licenses: EC13008384, EC13008406, 07635

## \$25 OFF A SECONDARY OR MAIN SURGE PROTECTOR

**888-8-SPARKY**

Coupon must be presented at time of service. Cannot be combined with other offers. Valid 190 days after the original visit. Not valid for work quoted on this invoice. Restrictions may apply. Independently owned and operated. Licenses: EC13008384, EC13008406, 07635

## \$200 OFF NEW ELECTRICAL PANEL

**888-8-SPARKY**

Coupon must be presented at time of service. Cannot be combined with other offers. Valid 190 days after the original visit. Not valid for work quoted on this invoice. Restrictions may apply. Independently owned and operated. Licenses: EC13008384, EC13008406, 07635

# **EXHIBIT 11**

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, December 3, 2025 at 9:30 a.m. at Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769.

**FIRST ORDER OF BUSINESS – Roll Call**

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

Present and constituting a quorum were:

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

Also present were:

Andy Mendenhall	District Manager, Kai
Maria Agosta	Facility Manager, 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 – Staff & Vendor Reports**

A. District Counsel

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

a. Exhibit 1: Tract G

b. Exhibit 2: Tract M

Ms. Moczynski:

- Explained that the review focused on both the permit transfer and prior issues involving HOA Tracts G and M, where stormwater drainage is physically located on or beneath HOA property.
- Explained that Mr. Woodcock's team inspected the modifications and confirmed they were completed properly and in accordance with the approved plans.

On a MOTION by Ms. Possenriede, SECONDED by Ms. Kraeuter, WITH ALL IN FAVOR, the Board approved the transfer of the stormwater structures included in Tract G and Tract M, for the Anthem Park Community Development District.

- Advised that the complaint has been filed against Vesta. As a result, there is now pending litigation.
- The Board may wish to request a shade session at the January meeting, to be held at the February meeting, if closed discussion becomes necessary.

- Requested Board consideration of appointing a liaison.

On a MOTION by Ms. Possenriede, SECONDED by Ms. Santos-Nieves, WITH ALL IN FAVOR, the Board **appointed Supervisor Kraeuter to work with Ms. Greenlee**, for the Anthem Park Community Development District.

B. District Engineer

Mr. Woodcock:

- Provided an update regarding the South Florida Water Management District violation related to the wetland area.
- Mr. Woodcock further reported that Steadfast has scheduled the remediation work to be completed within the current month.
- Mr. Mendenhall stated that Steadfast's proposal represented a favorable quote. He noted that one additional quote received was approximately \$10,500.00, while another firm declined to bid.
- A separate concern was raised regarding a pond area, noting that during a prior site review there was an area of standing water that did not appear to be connected to any known drainage or infrastructure.
- Requested that photographs of the area could be sent to him for review.

C. Facility Manager

1. Exhibit 3: October 2025 Report
2. Exhibit 4: Steadfast – November 2025 Waterway Treatment Report
3. Exhibit 5: Yellowstone – October 2025 Reports
4. Consideration/Approval of Proposals:
  - a. Exhibit 6: Steadfast – Quarterly Fountain Maintenance - \$3,600.00

On a MOTION by Ms. Possenriede, SECONDED by Ms. Santos-Nieves, WITH ALL IN FAVOR, the Board **approved the Quarterly Fountain Maintenance in the amount of \$3,600.00**, for the Anthem Park Community Development District.

- b. Exhibit 7: American Floor Mats – Rubber Slide Mats - \$989.54

On a MOTION by Ms. Possenriede, SECONDED by Ms. Santos-Nieves, WITH ALL IN FAVOR, the Board **approved not to exceed five (5) mats in the amount of \$989.54**, for the Anthem Park Community Development District.

- c. Exhibit 8: Rock Well – Solar Battery Installation - \$510.00  
Board discussed to get another quote.
      - d. Exhibit 9: F&F Santos – Pool Deck Repair - \$6,000.00  
Board discussed to check other areas of the pool that needed to be fixed and get another quote.
      - e. Exhibit 10: Sterling – Grinding, Sawing, Pourback - \$10,800.00  
Board discussed to get another quote.
      - f. Exhibit 11: Mister Sparky – Safety Inspection Report

79 The Board decided to bring additional quotes next month.

80 i. Exhibit 12: Surge Protection - \$5,619.25

81 ii. Exhibit 13: Surge Protection & Panel Replacement - \$13,791.61

82 Walk on Item: Southeast Spreading – Mulch - \$9,036.00

83 On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board  
84 **approved not to exceed the current quote received for mulch in the amount of \$9,036.00**, for the  
85 Anthem Park Community Development District.

86 D. District Manager

87 **FOURTH ORDER OF BUSINESS – Administrative Items**

88 A. Exhibit 14: Consideration/Approval of the November 5, 2025, Regular Meeting Minutes

89 Typos on line 128 for trash can, line 130 for card incident.

90 On a MOTION by Ms. Possenriede, SECONDED by Ms. Santos-Nieves, WITH ALL IN FAVOR, the  
91 Board **approved the November 5, 2025, Regular Meeting Minutes**, for the Anthem Park Community  
92 Development District.

93 B. Exhibit 15: Consideration/Acceptance of the October 2025 Unaudited Financial Statements

94 On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board  
95 **accepted the October 2025 Unaudited Financial Statements**, for the Anthem Park Community  
96 Development District.

97 C. Exhibit 16: District Goals & Objectives: Annual Performance Report

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

100 None

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

102 Ms. Krauter mentioned that the volleyball court could use some sand and if it could be put together  
103 before the next meeting.

104 Ms. Ellens asked to have folder or document to separate documents such as proposals and emails.

105 Ms. Santos-Nieves asked if Ms. Agosta needed help with the newsletter.

106 **EIGHTH ORDER OF BUSINESS – Adjournment**

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

109  
110 \_\_\_\_\_  
**Signature**

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

112 **Title:** ☐ **Chairman** ☐ **Vice Chairman**

# **EXHIBIT 12**

AGENDA

# Anthem Park Community Development District

Financial Statements  
(Unaudited)

Period Ending  
November 30, 2025

**Anthem Park CDD**  
**Balance Sheet**  
**November 30, 2025**

	<u>General Fund</u>	<u>Series 2016 Debt Service</u>	<u>Consolidated Total</u>
<b>1 <u>ASSETS:</u></b>			
2 CASH - O&M Checking Accts.	\$ 118,333	\$ -	\$ 118,333
3 MMK ACCOUNT	218,312	-	218,312
4 MMK ACCOUNT-Restricted cash	42,380	-	42,380
5 DEBIT CARD	-	-	-
6 MMK ACCOUNT - Reserve	385,598	-	385,598
7 ACCRUED REVENUE	-	-	-
8 INVESTMENTS:			
9 REVENUE FUND	-	-	-
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	-	47,821	47,821
14 SINK FUND	-	-	-
15 PRINCIPAL A1	-	-	-
16 CONSTRUCTION FUND	-	-	-
17 ACCRUED REVENUE	-	-	-
18 DEPOSITS - UTILITIES	240	-	240
19 PREPAID EXPENSES	36,151	-	36,151
20 ACCOUNTS RECEIVABLE	-	-	-
21 ON ROLL ASSESSMENTS RECEIVABLE	824,712	580,193	1,404,904
22 DUE FROM OTHERS	-	-	-
23 DUE FROM GENERAL FUND	-	42,380	42,380
24 DUE FROM RESERVE	-	-	-
25 <b>TOTAL ASSETS</b>	<u><u>\$ 1,625,726</u></u>	<u><u>\$ 974,878</u></u>	<u><u>\$ 2,600,604</u></u>
<b>26 <u>LIABILITIES:</u></b>			
27 ACCOUNTS PAYABLE	\$ 48,343	\$ -	\$ 48,343
28 RENTAL DEPOSITS PAYABLE	400	-	400
29 ACCRUED EXPENSE	-	-	-
30 DEFERRED REVENUE ON-ROLL	824,712	580,193	1,404,904
31 DUE TO DEBT SERVICE	-	-	-
32 DUE TO GENERAL FUND	42,380	-	42,380
<b>33 <u>FUND BALANCES:</u></b>			
34 NON-SPENDABLE (DEPOSITS & PREPAID)	36,391	-	36,391
35 RESTRICTED FOR DEBT SERVICE	-	394,685	394,685
36 SECOND QUARTER OPERATING CAPITAL	149,733	-	149,733
37 ASSIGNED FOR RESERVE	407,070	-	407,070
38 UNASSIGNED:	116,696	-	116,696
39 TOTAL FUND BALANCE	<u>709,891</u>	<u>394,685</u>	<u>1,104,577</u>
40 <b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<u><u>\$ 1,625,726</u></u>	<u><u>\$ 974,878</u></u>	<u><u>\$ 2,600,604</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, 2025 through November 30, 2025**

		FY 2026 ADOPTED BUDGET	BUDGET YEAR TO DATE	ACTUAL YEAR-TO-DATE	YTD VARIANCE FAV (UNFAV)	% OF BUDGET
1	<b>REVENUE</b>					
2	SPECIAL ASSESSMENTS - ON-ROLL (Net)	\$ 884,952	\$ 88,495	\$ 60,241	\$ (28,255)	7%
3	SPECIAL ASSESSMENTS - ON ROLL EXCESS FEES	-	-	-	-	100%
4	INTEREST	13,448	2,241	3,711	1,470	28%
5	CLUBHOUSE RENTAL	-	-	660	660	100%
6	MISCELLANEOUS	-	-	-	-	100%
7	GATE ACCESS CARD	-	-	-	-	100%
8	FUND BALANCE FORWARD	-	-	15,234	15,234	100%
9	AMOUNTS ALLOCATED FROM RESERVES FOR IMPROVEMENTS	-	-	-	-	100%
10	<b>TOTAL REVENUE</b>	<b>898,400</b>	<b>90,737</b>	<b>79,846</b>	<b>(10,891)</b>	<b>9%</b>
11	<b>EXPENDITURES</b>					
12	<b>GENERAL ADMINISTRATION:</b>					
13	SUPERVISORS' COMPENSATION	12,000	2,000	2,200	(200)	18%
14	PAYROLL TAXES	918	153	168	(15)	18%
15	PAYROLL SERVICE FEE	700	117	100	17	14%
16	DISTRICT MANAGEMENT	20,000	3,333	3,333	-	17%
17	ADMINISTRATIVE SERVICES	3,200	533	533	-	17%
18	GENERAL OPERATING EXPENSES	3,600	600	600	-	17%
19	WEBSITE HOSTING & MANAGEMENT	2,015	336	336	-	17%
20	ACCOUNTING SERVICES	15,000	2,500	2,500	-	17%
21	AUDITING SERVICES	4,150	692	-	692	0%
22	LEGAL ADVERTISING	1,500	250	206	44	14%
23	MASS MAILING	1,000	167	-	167	0%
23	MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	500	83	75	8	15%
24	REGULATORY & PERMIT FEE	175	29	175	(146)	100%
25	ENGINEERING SERVICES	8,000	1,333	4,881	(3,548)	61%
26	LEGAL SERVICES	18,000	3,000	5,090	(2,090)	28%
24	<b>TOTAL GENERAL ADMINISTRATION</b>	<b>90,758</b>	<b>15,126</b>	<b>20,197</b>	<b>(5,071)</b>	<b>22%</b>
25	<b>FINANCIAL ADMINISTRATIVE</b>					
26	<b>INSURANCE:</b>					
27	INSURANCE (Liability, Property and Casualty)	42,000	7,000	6,259	741	
28	<b>TOTAL INSURANCE</b>	<b>42,000</b>	<b>7,000</b>	<b>6,259</b>	<b>741</b>	<b>15%</b>
29	<b>ASSESSMENT ADMINISTRATION:</b>					
30	ASSESSMENT ADMINISTRATION AND INDEPENDENT ASSESSMENT	5,000	833	833	-	17%
31	COUNTY ASSESSMENT COLLECTION FEES	300	50	-	50	0%
32	<b>TOTAL ASSESSMENT ADMINISTRATION</b>	<b>5,300</b>	<b>883</b>	<b>833</b>	<b>50</b>	<b>16%</b>

**ANTHEM PARK CDD**  
**General Fund**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the period from October 1, 2025 through November 30, 2025**

	FY 2026 ADOPTED BUDGET	BUDGET YEAR TO DATE	ACTUAL YEAR-TO-DATE	YTD VARIANCE FAV (UNFAV)	% OF BUDGET
33 <b>DEBT SERVICE ADMINISTRATION:</b>					
34     DISSIMINATION AGENT	4,000	667	667	-	17%
35     ARBITRAGE REBATE CALCULATION	1,700	283	-	283	0%
36     TRUSTEE FEES	5,006	834	798	36	16%
37 <b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>10,706</b>	<b>1,784</b>	<b>1,465</b>	<b>319</b>	<b>14%</b>
38 <b>TOTAL FINANCIAL ADMINISTRATIVE</b>	<b>148,764</b>	<b>24,793</b>	<b>28,755</b>	<b>(3,962)</b>	<b>19%</b>
39 <b>UTILITIES:</b>					
40     ELECTRICITY SERVICES	43,000	7,167	6,231	936	14%
41     STREETLIGHTS - UTILITY	184,597	30,766	30,976	(210)	17%
42     WATER - RECLAIMED	22,000	3,667	8,218	(4,551)	37%
43     WATER UTILITY	11,000	1,833	3,500	(1,667)	32%
44 <b>TOTAL UTILITIES</b>	<b>260,597</b>	<b>43,433</b>	<b>48,926</b>	<b>(5,492)</b>	<b>19%</b>
45 <b>SECURITY:</b>					
46     SECURITY SYSTEM - MONITORING - GUARDIAN	500	83	123	(40)	25%
47     SECURITY - OTHER (ACCESS CARDS, REPAIRS)	500	83	-	83	0%
48     SECURITY - GUARD/POLICE PATROL	25,000	4,167	3,731	436	15%
49 <b>TOTAL SECURITY</b>	<b>26,000</b>	<b>4,333</b>	<b>3,854</b>	<b>479</b>	<b>15%</b>
50 <b>FIELD OFFICE ADMINISTRATION:</b>					
51     AMENITY MANAGEMENT CONTRACT	119,232	19,872	19,872	-	17%
52     AMENITY MANAGEMENT - CLUBHOUSE RENTALS	3,771	629	-	629	0%
53     AMENITY MANAGEMENT - REIMBURSEMENTS	-	-	-	-	0%
54     CLUBHOUSE TELEPHONE, FAX, INTERNET & CABLE	4,980	830	671	159	13%
55     CLUBHOUSE OFFICE SUPPLIES	1,000	167	-	167	0%
56     CLUBHOUSE FACILITY JANITORIAL SUPPLIES	1,500	250	100	150	7%
57     PEST CONTROL & TERMITE BOND	648	108	-	108	0%
58     MISCELLANEOUS	2,000	333	801	(468)	40%
59     CLUBHOUSE FACILITY MAINTENANCE	4,000	667	2,208	(1,541)	0%
60     CLUBHOUSE LIGHTING REPLACEMENT	500	83	-	83	0%
61 <b>TOTAL FIELD OFFICE ADMINISTRATION</b>	<b>137,631</b>	<b>22,939</b>	<b>23,651</b>	<b>(713)</b>	<b>17%</b>
62 <b>LANDSCAPING MAINTENANCE:</b>					
63     LANDSCAPE MAINTENANCE - CONTRACT	172,000	28,667	28,092	575	16%
64     LANDSCAPE REPLACEMENT	10,000	1,667	2,156	(489)	22%
65     TREE TRIMMING	3,000	500	-	500	0%
66     IRRIGATION - REPAIRS & MAINTENANCE	12,000	2,000	8,107	(6,107)	68%
67     MULCH	14,000	2,333	-	2,333	0%
68 <b>TOTAL LANDSCAPING MAINTENANCE</b>	<b>211,000</b>	<b>35,167</b>	<b>38,355</b>	<b>(3,188)</b>	<b>18%</b>



**ANTHEM PARK CDD**  
**General Fund**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the period from October 1, 2025 through November 30, 2025**

	FY 2026 ADOPTED BUDGET	BUDGET YEAR TO DATE	ACTUAL YEAR-TO-DATE	YTD VARIANCE FAV (UNFAV)	% OF BUDGET
69 FACILITY MAINTENANCE:					
70 LAKE MANAGEMENT	14,160	2,360	2,360	-	17%
71 WETLAND MONITORING	1,440	240	-	240	0%
72 FOUNTAIN SERVICE CONTRACT	2,628	438	-	438	0%
73 FOUNTAIN REPAIRS & MAINTENANCE	2,500	417	685	(268)	0%
74 GATE REPAIRS & MAINTENANCE	2,000	333	-	333	0%
75 ENTRY & WALLS MAINTENANCE	1,000	167	-	167	0%
76 DECORATIVE LIGHT MAINTENANCE	1,500	250	-	250	0%
77 POWERWASH	2,000	333	-	333	0%
78 POOL SERVICE CONTRACT	20,400	3,400	2,400	1,000	12%
79 POOL REPAIRS & MAINTENANCE	2,000	333	-	333	0%
80 POOL PERMIT	325	54	-	54	0%
81 ATHLETIC FACILITIES REPAIRS & MAINTENANCE	1,500	250	-	250	0%
82 MISCELLANEOUS - CONTINGENCY - EXPENSE	8,015	1,336	15,384	(14,048)	192%
83 TOTAL FACILITY MAINTENANCE	59,468	9,911	20,829	(10,918)	35%
84 CAPITAL IMPROVEMENT PROGRAM:					
85 CAPITAL IMPROVEMENTS	12,000	2,000	-	2,000	0%
86 TOTAL CAPITAL IMPROVEMENT PROGRAM	12,000	2,000	-	2,000	0%
87 RESERVES					
88 INCREASE IN RESERVES PURSUANT TO RESERVE STUDY	38,940	6,490	-	6,490	-
89 RESERVE STUDY	4,000	667	-	667	-
90 TRANSFER OUT (RESERVE MM)	-	-	-	-	-
91 TOTAL RESERVES	42,940	7,157	-	7,157	0%
92 TOTAL EXPENDITURES	898,400	149,732	164,370	(14,636)	18%
93 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(59,000)	(84,525)	(25,527)	
94 FUND BALANCE - BEGINNING	-	809,650	809,650	-	
95 INCREASE IN RESERVES	-	-	-	-	
96 DECREASE IN RESERVE CAPITAL IMPROVEMENTS	-	-	-	-	
97 LESS: FUND BALANCE FORWARD	-	-	(15,234)	(15,234)	
98 FUND BALANCE - ENDING	\$ -	\$ -	\$ 709,891	\$ (40,761)	

**ANTHEM PARK CDD**  
**Debt Service Fund 2016**  
**Statement of Revenue, Expenditures and Change in Fund Balance**  
**For the period from October 1, 2025 through November 30, 2025**

	<b>FY2023 ADOPTED BUDGET</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>1 REVENUE</b>			
2 SPECIAL ASSESSMENTS - ON-ROLL (Gross)	\$ 608,969	\$ 42,380	\$ (536,140)
3 SPECIAL ASSESSMENTS - ON ROLL EXCESS FEES	-	-	-
4 INTEREST--INVESTMENT	-	2,713	2,713
5 PREPAYMENT REVENUE	-	-	-
5 MISCELLANEOUS REVENUE	-	-	-
6 LESS: DISCOUNT ASSESSMENTS	-	-	-
<b>7 TOTAL REVENUE</b>	<b>608,969</b>	<b>45,093</b>	<b>(533,428)</b>
<b>8 EXPENDITURES</b>			
9 INTEREST EXPENSE (NOV 2025)	92,741	98,731	(5,991)
10 INTEREST EXPENSE (MAY 2026)	99,078	-	99,078
11 PRINCIPAL RETIREMENT A1 (MAY 2024)	410,000	-	410,000
12 PREPAYMENT (NOV 2024)	-	-	-
13 PREPAYMENT (MAY 2024)	-	-	-
<b>14 TOTAL EXPENDITURES</b>	<b>601,819</b>	<b>98,731</b>	<b>503,088</b>
<b>15 OTHER FINANCING SOURCES (USES)</b>			
16 TRANSFER-IN	-	-	-
17 TRANSFER-OUT	-	-	-
18 BOND PROCEEDS	-	-	-
<b>19 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>20 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>7,150</b>	<b>(53,639)</b>	<b>(30,340)</b>
21 FUND BALANCE - BEGINNING	-	448,324	448,324
<b>22 FUND BALANCE - ENDING</b>	<b>\$ 7,150</b>	<b>\$ 394,686</b>	<b>\$ 417,984</b>

**Anthem Park CDD**  
**Bank Reconciliation**  
**November 30, 2025**

	<u>BU Acct</u>
Balance Per Bank Statement	\$ 146,390.03
Less: Outstanding Checks	(28,056.77)
Deposits in Transit	-
<b><i>Adjusted Bank Balance</i></b>	<b><u><u>\$ 118,333.26</u></u></b>

Beginning Cash Balance Per Books	\$ 102,643.60
Deposits / Transfer	102,330.77
Transfer From to Debit Card	-
Cash Disbursements	(86,641.11)
<b><i>Balance Per Books</i></b>	<b><u><u>\$ 118,333.26</u></u></b>

**Anthem Park CDD**  
**Check Register**  
**FY 2026**

**Anthem Park**

Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
<b>09/30/2025</b>						<b>69,961.33</b>
10/3/2025			Funds Transfer		125,000.00	194,961.33
10/3/2025	100325ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		194,728.13
10/4/2025	100425ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		194,494.93
10/6/2025	100271	POOL SERVICES OF ORLANDO, Inc	Invoice: 29087 (Reference: MONTHLY POOL SERVICE. )	1,200.00		193,294.93
10/7/2025	100272	Steadfast Alliance, LLC	Invoice: SA-16015 (Reference: Routine Aquatic Maintenance (Pond Spraying) for 10/25. )	1,180.00		192,114.93
10/7/2025	100273	POOL SERVICES OF ORLANDO, Inc	Invoice: 29298 (Reference: MONTHLY POOL SERVICE. )	1,200.00		190,914.93
10/7/2025	100274	BIO-TECH CONSULTING, INC	Invoice: 186577 (Reference: Maintenance - Wetland Mitigation Areas. )	360.00		190,554.93
10/7/2025	100275	Yellowstone Landscape Inc	Invoice: 1006451 (Reference: Monthly Landscape Maintenance October 2025. )	14,046.00		176,508.93
10/8/2025		Gramercy Farms Community Developmnt Dist.			1,000.00	177,508.93
10/8/2025	100276	EGIS INSURANCE and RISK ADVISORS	Invoice: 29704 (Reference: Policy #100125581 10/01/2025-10/01/2026 Florida Insurance Alliance. )	37,555.00		139,953.93
10/8/2025	100277	US Bank	Invoice: 7908783 (Reference: Trustee Fees. )	4,790.63		135,163.30
10/10/2025	100278	Kai Connected, LLC	Invoice: 4807 (Reference: Amenity Service. )	100.00		135,063.30
10/10/2025	101025ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		134,830.10
10/11/2025	ACH	SPECTRUM	Invoice: 0355161 October (Reference: Cable/Internet 2090 Continental ST 09/25/25 through 10/24/25.	144.30		134,685.80
10/11/2025	101125ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		134,452.60
10/14/2025	100279	Yellowstone Landscape Inc	Invoice: 1014095 (Reference: Pine Tree Removal Behind House On Continental. )	1,713.12		132,739.48
10/15/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 3256269033-9/25 (Reference: 2090 Continental st 08/13/25 - 09/12/25. )	1,055.41		131,684.07
10/15/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 0256820636-9/25 (Reference: 1350 KISSIMMEE PARK RD 08/27/25 - 09/26/25). )	15,333.84		116,350.23
10/15/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 6899097057-9/25 (Reference: 2100 BLK EVEN KISSIMMEE PARK RD (08/27/25 - 09/26/25. )	27.98		116,322.25
10/15/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 9761514779-9/25 (Reference: 2090 CONTINENTAL ST E1 08/27/25 - 09/26/25. )	374.63		115,947.62
10/15/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 0033845933-9/25 (Reference: 2090 Continental st 08/27/25 - 09/26/25. )	684.13		115,263.49
10/15/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 4847075980-9/25 (Reference: 2090 Continental st 08/27/25 - 09/26/25. )	891.68		114,371.81
10/16/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 9456621284-9/25 (Reference: 1800 REMEMBRANCE RD 08/27/25 - 09/26/25. )	52.80		114,319.01
10/17/2025	101725ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		114,085.81
10/18/2025	ACH	SPECTRUM	Invoice: 0348497 October (Reference: Cable/Internet 2090 Continental ST 10/01/25 through 10/31/25.	195.33		113,890.48
10/18/2025	101825ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		113,657.28
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-0971-1 (Reference: 0 ENTRANCE AND CAPITAL 8/21/25-9/25/25. )	2,978.90		110,678.38
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-0978-1 (Reference: 0 CONGRESS AND CAPITAL 8/21-9/25/25.. )	124.32		110,554.06
10/22/2025	ACH	Toho Water Authority	VOID: Invoice: 100125-0971-1 (Reference: 0 ENTRANCE AND CAPITAL 8/21/25-9/25/25. )			110,554.06
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-1923-1 (Reference: 0CONTINENTATAND CONGRESS 8/21-9/25/25. )	277.88		110,276.18
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-4508-1 (Reference: 2090 CONTINENTAL ST E1 8/21-9/24/25. )	2,113.67		108,162.51
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-5546-1 (Reference: 1800 BETSY ROSS LANE 8/21-9/25/25. )	84.54		108,077.97
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-6035-1 (Reference: 2100 BTOCK ODD BETSY ROSS LANE 8/21-9/24/25. )	81.41		107,996.56
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-6809-1 (Reference: 0 VALLEY FORGE & NATHAN HAL 8/21-9/24/25. )	515.77		107,480.79
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-6810-1 (Reference: 0 BLOUNTTRL & FORT MCHENRY 8/21-9/25/25. )	919.13		106,561.66
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-6811-1 (Reference: 0 LEXINGTON ENTRANCE 8/21-9/25/25. )	178.44		106,383.22
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-7733-1 (Reference: 0 PATRIOT WAYAND SENATE 2 8/21-9/24-25. )	81.41		106,301.81
10/22/2025	ACH	Toho Water Authority	Invoice: 100125-8609-1 (Reference: 1800 ELOCK ODD REMEMBRANCE AVENUE 8/25-9/26/255. )	75.53		106,226.28
10/23/2025	100280	Stantec Consulting Services Inc.	Invoice: 2466249 (Reference: For Period Ending: September 30, 2025. ) Invoice: 2466250 (Referenc	1,521.57		104,704.71
10/23/2025	100281	Kai	Invoice: 21273 (Reference: Ramp Walmart. )	266.25		104,438.46
10/23/2025	100282	Kilinski Van Wyk PLLC	Invoice: 13299 (Reference: Legal svc for 9/25. ) Invoice: 13298 (Reference: Legal svc for 9/25.	3,541.50		100,896.96
10/24/2025	102425ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		100,663.76
10/25/2025	102525ACH	KOMMANDER	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		100,430.56
10/31/2025			Interest		13.34	100,443.90
10/31/2025	834	Engage PEO	10/1/25 BOS Meeting	1,341.80		99,102.10
<b>10/31/2025</b>				<b>96,872.57</b>	<b>126,013.34</b>	<b>99,102.10</b>

# Anthem Park CDD

## Check Register

### FY 2026

#### Anthem Park

Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	Balance
11/1/2025	1101125ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		98,868.90
11/3/2025	110325ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		98,635.70
11/4/2025			Deposit		2,220.00	100,855.70
11/11/2025	ACH	SPECTRUM	Invoice: 0355161 November (Reference: Cable/Internet 2090 Continental ST 10/25/25 through 11/24/25	140.00		100,715.70
11/12/2025	111225ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		100,482.50
11/12/2025	1112025ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		100,249.30
11/14/2025		Gramercy Farms Community Developmnt Dist.			100.00	100,349.30
11/14/2025	100283	Kai Connected, LLC	Invoice: 4791 (Reference: Professional Management Services. ) Invoice: 4831 (Reference: Profess	28,421.96		71,927.34
11/14/2025	0834	Engage PEO	11/5/25 BOS Meeting	1,126.50		70,800.84
11/15/2025	111525ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		70,567.64
11/17/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 102825-5980 (Reference: 2090 Continental st 09/26/25 - 10/28/25. )	1,004.96		69,562.68
11/17/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 1025825-9033 (Reference: 2090 Continental st 09/12/25 - 10/13/25. )	1,005.48		68,557.20
11/17/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 102825-0636 (Reference: 1350 KISSIMMEE PARK RD 09/26/25 - 10/28/25. )	15,590.03		52,967.17
11/17/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 102825-7057 (Reference: 2100 BLK EVEN KISSIMMEE PARK RD 09/26/25 - 10/28/25. )	28.53		52,938.64
11/17/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 102825-1284 (Reference: 1800 REMEMBRANCE RD 09/26/25 - 10/28/25. )	83.60		52,855.04
11/17/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 102825-4779 (Reference: 2090 CONTINENTAL ST E1 09/26/25 - 10/28/25. )	331.12		52,523.92
11/17/2025	ACH	ORLANDO UTILITIES COMMISSION	Invoice: 102825-5933 (Reference: 2090 Continental st 09/26/25 - 10/28/25. )	787.12		51,736.80
11/18/2025	ACH	SPECTRUM	Invoice: 0348497 October (Reference: Cable/Internet 2090 Continental ST 10/01/25 through 10/31/25.	195.33		51,541.47
11/18/2025	ACH	SPECTRUM	Invoice: 0348497110125 (Reference: Cable/Internet 2090 Continental ST 11/1/25 through 11/30/25. )			51,541.47
11/18/2025	111825ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		51,308.27
11/18/2025			Funds Transfer		100,000.00	151,308.27
11/21/2025	112125ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		151,075.07
11/22/2025	112225ACH	KOMMANDER .	Event Fee: Police Vehicle Fee 4 hour minimum	233.20		150,841.87
11/24/2025	100284	Greenlee Law, PLLC	Invoice: 111925 (Reference: Trust Request, Evergreen retainer. )	3,000.00		147,841.87
11/24/2025	112425	Florida Commerce	Invoice: 92861 (Reference: Special District Filling Fee. )	175.00		147,666.87
11/24/2025	ACH112425	Florida Commerce	Special District Filling Fee (date of the invoice is 10/1/25)	175.00		147,491.87
11/25/2025	100285	HD CAMERAS USA	Invoice: 5279 (Reference: Remove and Replace Access Control System. )	15,234.34		132,257.53
11/25/2025	100286	Stantec Consulting Services Inc.	Invoice: 2481876 (Reference: For Period Ending October 31, 2025. )	4,197.10		128,060.43
11/25/2025	100287	Kai	Invoice: 21311 (Reference: Software subscription for Anthem Park CDD.. ) Invoice: 148FA2CB-0066	230.83		127,829.60
11/25/2025	100288	Steadfast Alliance, LLC	Invoice: SA-16930 (Reference: Routine Aquatic Maintenance (Pond Spraying). )	1,180.00		126,649.60
11/25/2025	100289	Renovida LLC	Invoice: 442 (Reference: Stain Dock and seal it, Pool Pergola sanding and coat of paint including	1,950.00		124,699.60
11/25/2025	100290	Kilinski Van Wyk PLLC	Invoice: 13572 (Reference: Legal svc 10/28/2025. ) Invoice: 13571 (Reference: Legal svc for 10/2	2,089.50		122,610.10
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-4508 (Reference: 2090 CONTINENTAL ST E1 9/24-10-23/25. )	1,223.92		121,386.18
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-6035 (Reference: 2100 BTOCK ODD BETSY ROSS LANE 9/24-10/23/25. )	81.41		121,304.77
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-5546 (Reference: 1800 BETSY ROSS LANE 9/24-10/23/25. )	84.54		121,220.23
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-8609 (Reference: 1800 BLOCK ODD REMEMBRANCE AVENUE 9/24-10/23/25. )	115.85		121,104.38
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-6811 (Reference: 0 LEXINGTON ENTRANCE9/24-10/23/25. )	122.10		120,982.28
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-0978 (Reference: 0 CONGRESS AND CAPITAL 9/24-10/23/25. )	164.28		120,818.00
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-1923 (Reference: 0 CONTINENTAL AND CONGRESS 9/24-10/23/25. )	183.08		120,634.92
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-0971 (Reference: 0 ENTRANCE AND CAPITAL 9/24-10/23/25. )	586.40		120,048.52
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-46810 (Reference: 0 BLOUNT TRL & FORT MCHENRY 9/24-10/23/25. )	661.91		119,386.61
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-7733 (Reference: 0 PATRIOT WAY AND SENATE 2 9/24-10/23/25. )	848.12		118,538.49
11/26/2025	ACH	Toho Water Authority	Invoice: 110525-6809 (Reference: 0 VALLEY FORGE & NATHAN HAL 2 9/24-10/23/25. )	216.00		118,322.49
11/30/2025			Interest		10.77	118,333.26
11/30/2025				83,099.61	102,330.77	118,333.26