

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

April 22, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Silverado Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 15, 2022

Board of Supervisors
Silverado Community Development District

Dear Board Members:

ATTENDEES:
Please identify yourself each time
you speak to facilitate accurate
transcription of meeting minutes.

NOTE: Meeting Location

The Board of Supervisors of the Silverado Community Development District will hold a Regular Meeting on April 22, 2022 at 10:00 a.m., at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Raymond Demby, Seat 4; *Term Expires November 2024*
4. Consider Appointment of Andre Carmack to Fill Unexpired Term of Seat 4
 - A. Administration of Oath of Office (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B: Memorandum of Voting Conflict
 - B. Consideration of Resolution 2022-02, Appointing and Removing Officers of the Silverado Community Development District and Providing for an Effective Date
5. Update: Response from Code Enforcement Regarding Prescribed Burns Impacting the Amenity Area
6. Consideration of Resolution 2022-03, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing

- Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
7. Consideration of Resolution 2022-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
 8. Consideration of Resolution 2022-05, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Pasco County Supervisor of Elections Begin Conducting the District's General Election; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
 9. Consideration of Resolution 2022-06, Designating a Date, Time and Location for Landowners' Meeting of the District, and Providing for an Effective Date
 10. Consideration of Resolution 2022-07, Making Certain Findings; Waiving a Portion of Rule 1.3(1), Rules of Procedure; Providing for Reasonable Notice of Board Meetings; Providing a Severability Clause; and Providing an Effective Date
 11. Consideration of Clementi Environmental Consulting, LLC Proposal for Mitigation Areas A and B; Permit 26719.011 and .013 Mitigation Area Maintenance and Replanting and Annual Report
 12. Consideration of Resolution 2022-08, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date
 13. Consideration of Resolution 2022-09, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
 14. Consideration of Resolution 2022-10, Authorizing and Approving Change of Registered Agent and Registered Office of the District, and Providing for an Effective Date
 15. Consideration of Permit Related Items
 16. Acceptance of Unaudited Financial Statements as of March 31, 2022
 17. Approval of November 19, 2021 Regular Meeting Minutes

18. Staff Reports

A. District Counsel: *KE Law Group, PLLC*

- Discussion: Letter to Construction Contractor Regarding Construction Traffic

B. District Engineer: *Stantec*

I. Update: Geotechnical Report on Silverado Roadway

II. Project Update

C. Operations Manager: *Access Management*

D. District Manager: *Wrathell, Hunt & Associates, LLC*

I. Update: Potential Mailbox Covering

II. NEXT MEETING DATE: May 27, 2022 at 10:00 AM

○ QUORUM CHECK

MARY MOULTON	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
CHRISTIAN COTTER	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
RYAN ZOOK	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
ANDRE CARMACK	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
TY VINCENT	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

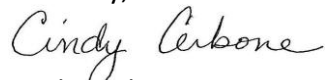
19. Board Members' Comments/Requests

20. Public Comments

21. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

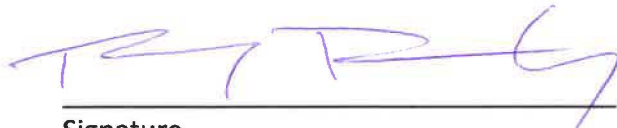
To: Board of Supervisors
Silverado Community Development District
Attn: Cindy Cerbone, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Raymond Dewby
Printed Name

Date: 2/25/22
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Silverado Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.


Signature

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-02

A RESOLUTION APPOINTING AND REMOVING OFFICERS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited person to the office specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following is appointed as an Officer of the District effective upon the passage of this Resolution:

Andre Carmack is appointed Assistant Secretary.

Jamie Sanchez is appointed Assistant Secretary.

SECTION 2. The following is removed as an Officer of the District effective upon the passage of this Resolution:

Ray Demby is removed as Assistant Secretary.

SECTION 3. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary, Treasurer, Assistant Secretaries, and Assistant Treasurer.

SECTION 4. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 22ND DAY OF APRIL, 2022.

ATTEST:

**SILVERADO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Silverado Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 26, 2022

HOUR: 10:00 A.M.

LOCATION: Avalon Park West Amenity Center
5060 River Glen Boulevard
Wesley Chapel, Florida 33545

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 22ND DAY OF APRIL, 2022.

ATTEST:

**SILVERADO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

EXHIBIT A: FY 2022/2023 Proposed Budget

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
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**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 2/28/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ 706,549				\$ 693,327
Allowable discounts (4%)	(28,262)				(27,733)
Assessment levy - net	678,287	\$ 675,038	\$ -	\$ 675,038	665,594
Total revenues	678,287	675,038	-	675,038	665,594
EXPENDITURES					
Professional & administration					
Supervisors' fees and FICA	-	-	-	-	6,450
Management	48,000	20,000	28,000	48,000	48,000
Audit	3,250	-	3,250	3,250	3,350
Legal - general	15,000	5,881	9,119	15,000	25,000
Engineering	7,000	4,869	2,131	7,000	7,000
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Insurance	6,500	5,570	-	5,570	7,000
Printing and binding	500	208	292	500	500
Legal advertising	1,500	344	1,156	1,500	1,500
Website hosting	705	705	-	705	705
ADA website compliance	210	-	210	210	210
Annual district filing fee	175	175	-	175	175
Bank fees & contingency	500	31	469	500	500
Debt administration					
Trustee	14,440	3,717	12,363	16,080	16,080
DSF accounting	5,500	2,083	3,417	5,500	5,500
Dissemination agent	4,000	1,250	1,750	3,000	3,000
Arbitrage rebate calculation	3,000	-	3,000	3,000	3,000
Total professional & Administration	110,980	44,916	65,774	110,690	128,670
Field operations					
Comprehensive field tech services	14,400	3,600	10,800	14,400	14,400
Field ops accounting	5,000	-	5,000	5,000	5,000
Streetpole lighting	97,200	32,613	65,787	98,400	99,600
Electricity (irrigation & pond pumps)	3,600	848	2,752	3,600	3,600

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 2/28/2022	Projected through 9/30/2022	Total Actual & Projected	
Landscaping maintenance	243,470	77,878	165,592	243,470	186,830
Landscape replenishment	5,000	300	4,700	5,000	5,000
Palms & tree trimming	15,000	-	15,000	15,000	15,000
Irrigation maintenance	5,000	-	5,000	5,000	5,000
Pond maintenance	25,419	10,567	14,852	25,419	35,000
Bush hog mowing	-	550	6,000	6,550	6,000
Fertilizer & mulch	-	6,850	-	6,850	20,880
Wetland maintenance	-	-	16,100	16,100	8,200
Pet waste removal	2,100	689	1,411	2,100	2,100
Property insurance	13,223	12,444	-	12,444	14,933
<i>Amenity center</i>					
Pool service contract	16,000	5,550	10,450	16,000	17,600
Pool maintenance & repairs	2,000	1,970	30	2,000	2,000
Pool permit	275	-	275	275	275
Flood insurance	2,200	-	2,200	2,200	2,800
Cleaning & maintenance	12,840	7,575	5,265	12,840	14,140
Internet	1,464	558	906	1,464	1,464
Electricity	10,620	4,465	6,155	10,620	10,620
Water	2,400	1,204	1,196	2,400	2,400
Pest control	1,440	480	960	1,440	1,440
Camera monitoring	3,600	1,318	2,282	3,600	3,600
Refuse service	1,000	-	1,000	1,000	1,000
Landscape maintenance - infill	5,000	-	5,000	5,000	5,000
Miscellaneous repairs & maintenance	5,000	50	4,950	5,000	10,000
Total field operations	<u>493,251</u>	<u>169,509</u>	<u>353,663</u>	<u>523,172</u>	<u>493,882</u>
Other fees and charges					
Property appraiser	175	-	175	175	175
Tax collector	14,131	13,502	-	13,502	13,867
Total other fees and charges	<u>14,306</u>	<u>13,502</u>	<u>175</u>	<u>13,677</u>	<u>14,042</u>
Total expenditures	<u>618,537</u>	<u>227,927</u>	<u>419,612</u>	<u>647,539</u>	<u>636,594</u>
Excess/(deficiency) of revenues over/(under) expenditures	59,750	447,111	(419,612)	27,499	29,000
Fund balance - beginning (unaudited)	<u>74,843</u>	<u>155,086</u>	<u>602,197</u>	<u>155,086</u>	<u>182,585</u>
Fund balance - ending (projected)	Assigned				
Working capital	133,077	-	-	-	177,698
Unassigned	1,516	602,197	182,585	182,585	33,887
Fund balance - ending (projected)	<u>\$ 134,593</u>	<u>\$ 602,197</u>	<u>\$ 182,585</u>	<u>\$ 182,585</u>	<u>\$ 211,585</u>

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administration

Management	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.</p>	
Audit	3,350
<p>The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.</p>	
Legal - general	25,000
<p>Provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.</p>	
Engineering	7,000
<p>Provides a broad array of engineering, consulting and construction services to the Districts, which assists in crafting solutions with sustainability for the long term interest of the community - recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Insurance	7,000
<p>The District carries public officials liability and general liability insurance.</p>	
Printing and binding	500
<p>Letterhead, envelopes, copies, etc.</p>	
Legal advertising	1,500
<p>The District advertises in the Naples Daily News for monthly meetings, special meetings, public hearings, bidding, etc.</p>	
Website hosting	705
ADA website compliance	210
Bank fees	
<p>Accounting and administrative supplies.</p>	
Annual district filing fee	175
<p>Annual fee paid to the Florida Department of Community Affairs.</p>	
Bank fees & contingency	500
<p>Miscellaneous, automated AP routing unforeseen costs incurred throughout the year.</p>	
<i>Debt administration</i>	
Trustee	16,080
<p>Annual fee paid to U.S. Bank for the services provided as trustee, paying agent and registrar.</p>	
DSF accounting	5,500
Dissemination agent	3,000
Arbitrage rebate calculation	3,000
<p>To ensure the District's compliance with tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations

Comprehensive field tech services	14,400
Field ops accounting	5,000
Streetpole lighting	99,600
District has currently 84 poles and an additional 4 to be added in FY22. Phases 2, 3, 4, 6, 8, and 9A plus 26 for 9A, 11B, and 5A (currently billed averaging \$8,100 monthly)	
Electricity (irrigation & pond pumps)	3,600
6285 & 6010 Silverado Ranch Blvd well electricity, approximately \$300 per month.	
Landscaping maintenance	186,830
Base Price of \$186,830 is inclusive of fertilization.	
Landscape replenishment	5,000
Additional \$5,000 for miscellaneous replenishment/annuals (estimate)	
Palms & tree trimming	15,000
Limbs larger than 1" caliber will be done on a separate purchase order and be submitted for approval to the Field Ops Mgr. for review and approval by the District.	
Irrigation maintenance	5,000
As needed repairs and maintenance (estimate)	
Pond maintenance	35,000
Ponds 1 - 24 at \$2641.68 monthly + additional maintenance	
Bush hog mowing	6,000
Larger areas of brush that cannot be maintained with traditional mowing services and require special care.	
Fertilizer & mulch	20,880
Mulch is \$13,680 annually and straw bales are \$7,200 annually.	
Wetland maintenance	8,200
Herbicide treatment of both mitigation areas, removal of dead vegetation, plant installation, annual reporting, and monthly maintenance for at least one year.	
Pet waste removal	2,100
Pick up and maintenance of 5 pet waste stations and 1,000 pickup bags annually	
Property insurance	14,933
<i>Amenity center</i>	
Pool service contract	17,600
Cleaning 7 days a week, 52 weeks (10% increase for FY23)	
Pool maintenance & repairs	2,000
Miscellaneous repairs as needed	
Pool permit	275
Florida Statutorily mandated	
Flood insurance	2,800
Cleaning & maintenance	14,140
4 day cleaning of clubhouse facilities and pressure wash 2x per month \$1,000 monthly (plus extra party clean up - \$154 x 6 = \$840) + 10% increase for FY23	
Internet	1,464
Internet for amenity center entrance system (\$122 per month)	
Electricity	10,620
Historical average for 18 months is about \$885 per month	
Water	2,400
6270 Silverado Ranch Pump Station. Average bill was \$85 monthly	
Pest control	1,440
Pest control services estimated at \$120 monthly	
Camera monitoring	3,600
General services provided. Monitoring available at an additional charge.	

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Refuse service	1,000
Estimated from Waste Management 2x weekly 55 gal cans	
Landscape maintenance - infill	5,000
Infill planting yearly - 5,000	
Miscellaneous repairs & maintenance	10,000
Furniture repair and replacement, painting, etc., plumbing , other (\$5000 estimate, because some items are under warranty, may increase in future)	
Other fees and charges	
Property appraiser	
The property appraiser charges a fixed amount for the assessment levy	175
Tax collector	
The tax collector charges 2% of the assessment levy.	13,867
Total expenditures	<u><u>\$ 636,594</u></u>

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2016A-1 BONDS
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 2/28/2022	Projected through 9/30/2022		
REVENUES					
Assessment levy: on-roll - gross	\$ 60,192				\$ 60,192
Allowable discounts (4%)	(2,408)				(2,408)
Assessment levy: on-roll - net	57,784	\$ 57,508	\$ 276	\$ 57,784	57,784
Interest	-	3	-	3	-
Total revenues	57,784	57,511	276	57,787	57,784
EXPENDITURES					
Debt service					
Principal	12,000	12,000	-	12,000	12,000
Principal prepayment	-	5,000	-	5,000	-
Interest	43,680	22,095	21,510	43,605	42,660
Total debt service	55,680	39,095	21,510	60,605	54,660
Other fees & charges					
Tax collector	1,204	1,150	54	1,204	1,204
Total other fees & charges	1,204	1,150	54	1,204	1,204
Total expenditures	56,884	40,245	21,564	61,809	55,864
Excess/(deficiency) of revenues over/(under) expenditures	900	17,266	(21,288)	(4,022)	1,920
Beginning fund balance (unaudited)	142,608	142,874	160,140	142,874	138,852
Ending fund balance (projected)	<u>\$143,508</u>	<u>\$160,140</u>	<u>\$138,852</u>	<u>\$ 138,852</u>	<u>140,772</u>
Use of fund balance					
Debt service reserve account balance (required)					(56,120)
Principal and interest expense - November 1, 2023					(34,150)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 50,502</u>

Silverado
Community Development District
Series 2016A-1

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2022	12,000.00	6.000%	21,510.00	33,510.00
05/01/2023		-	21,150.00	21,150.00
11/01/2023	13,000.00	6.000%	21,150.00	34,150.00
05/01/2024		-	20,760.00	20,760.00
11/01/2024	14,000.00	6.000%	20,760.00	34,760.00
05/01/2025		-	20,340.00	20,340.00
11/01/2025	15,000.00	6.000%	20,340.00	35,340.00
05/01/2026		-	19,890.00	19,890.00
11/01/2026	15,000.00	6.000%	19,890.00	34,890.00
05/01/2027		-	19,440.00	19,440.00
11/01/2027	16,000.00	6.000%	19,440.00	35,440.00
05/01/2028		-	18,960.00	18,960.00
11/01/2028	17,000.00	6.000%	18,960.00	35,960.00
05/01/2029		-	18,450.00	18,450.00
11/01/2029	18,000.00	6.000%	18,450.00	36,450.00
05/01/2030		-	17,910.00	17,910.00
11/01/2030	19,000.00	6.000%	17,910.00	36,910.00
05/01/2031		-	17,340.00	17,340.00
11/01/2031	21,000.00	6.000%	17,340.00	38,340.00
05/01/2032		-	16,710.00	16,710.00
11/01/2032	22,000.00	6.000%	16,710.00	38,710.00
05/01/2033		-	16,050.00	16,050.00
11/01/2033	23,000.00	6.000%	16,050.00	39,050.00
05/01/2034		-	15,360.00	15,360.00
11/01/2034	25,000.00	6.000%	15,360.00	40,360.00
05/01/2035		-	14,610.00	14,610.00
11/01/2035	26,000.00	6.000%	14,610.00	40,610.00
05/01/2036		-	13,830.00	13,830.00
11/01/2036	28,000.00	6.000%	13,830.00	41,830.00
05/01/2037		-	12,990.00	12,990.00
11/01/2037	29,000.00	6.000%	12,990.00	41,990.00
05/01/2038		-	12,120.00	12,120.00
11/01/2038	31,000.00	6.000%	12,120.00	43,120.00
05/01/2039		-	11,190.00	11,190.00
11/01/2039	33,000.00	6.000%	11,190.00	44,190.00
05/01/2040		-	10,200.00	10,200.00
11/01/2040	35,000.00	6.000%	10,200.00	45,200.00
05/01/2041		-	9,150.00	9,150.00
11/01/2041	37,000.00	6.000%	9,150.00	46,150.00
05/01/2042		-	8,040.00	8,040.00
11/01/2042	39,000.00	6.000%	8,040.00	47,040.00
05/01/2043		-	6,870.00	6,870.00
11/01/2043	37,000.00	6.000%	6,870.00	43,870.00
05/01/2044		-	5,760.00	5,760.00
11/01/2044	44,000.00	6.000%	5,760.00	49,760.00
05/01/2045		-	4,440.00	4,440.00
11/01/2045	47,000.00	6.000%	4,440.00	51,440.00
05/01/2046		-	3,030.00	3,030.00
11/01/2046	49,000.00	6.000%	3,030.00	52,030.00
05/01/2047		-	1,560.00	1,560.00
11/01/2047	52,000.00	6.000%	1,560.00	53,560.00
Total	\$717,000.00		\$693,810.00	\$1,410,810.00

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2017A-1
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 2/28/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 56,729				\$ 56,729
Allowable discounts (4%)	(2,269)				(2,269)
Assessment levy: on-roll - net	54,460	\$ 54,199	\$ 261	\$ 54,460	54,460
Interest	-	3	50	53	-
Total revenues & proceeds	54,460	54,202	311	54,513	54,460
EXPENDITURES					
Debt service					
Principal	10,000	10,000	-	10,000	10,000
Principal prepayment	-	-	5,000	5,000	-
Interest	38,300	19,275	19,025	38,300	37,800
Total debt service & cost of issuance	48,300	29,275	24,025	53,300	47,800
Other fees & charges					
Tax collector	1,135	1,084	51	1,135	1,135
Total other fees & charges	1,135	1,084	51	1,135	1,135
Total expenditures	49,435	30,359	24,076	54,435	48,935
Excess/(deficiency) of revenues over/(under) expenditures	5,025	23,843	(23,765)	78	5,525
Beginning fund balance (unaudited)	131,174	131,288	155,131	131,288	131,366
Ending fund balance (projected)	<u>\$136,199</u>	<u>\$ 155,131</u>	<u>\$ 131,366</u>	<u>\$ 131,366</u>	<u>136,891</u>
Use of fund balance:					
Debt service reserve account balance					(53,325)
Principal and interest expense - November 1, 2023					(33,650)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 49,916</u>

Silverado
Community Development District
Special Assessment Bonds, Series 2017A-1

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2022	\$10,000	5.000%	18,900.00	28,900.00
05/01/2023		-	18,650.00	18,650.00
11/01/2023	\$15,000	5.000%	18,650.00	33,650.00
05/01/2024		-	18,275.00	18,275.00
11/01/2024	\$15,000	5.000%	18,275.00	33,275.00
05/01/2025		-	17,900.00	17,900.00
11/01/2025	\$15,000	5.000%	17,900.00	32,900.00
05/01/2026		-	17,525.00	17,525.00
11/01/2026	\$15,000	5.000%	17,525.00	32,525.00
05/01/2027		-	17,150.00	17,150.00
11/01/2027	\$15,000	5.000%	17,150.00	32,150.00
05/01/2028		-	16,775.00	16,775.00
11/01/2028	\$15,000	5.500%	16,775.00	31,775.00
05/01/2029		-	16,362.50	16,362.50
11/01/2029	\$20,000	5.500%	16,362.50	36,362.50
05/01/2030		-	15,812.50	15,812.50
11/01/2030	\$20,000	5.500%	15,812.50	35,812.50
05/01/2031		-	15,262.50	15,262.50
11/01/2031	\$20,000	5.500%	15,262.50	35,262.50
05/01/2032		-	14,712.50	14,712.50
11/01/2032	\$20,000	5.500%	14,712.50	34,712.50
05/01/2033		-	14,162.50	14,162.50
11/01/2033	\$25,000	5.500%	14,162.50	39,162.50
05/01/2034		-	13,475.00	13,475.00
11/01/2034	\$25,000	5.500%	13,475.00	38,475.00
05/01/2035		-	12,787.50	12,787.50
11/01/2035	\$25,000	5.500%	12,787.50	37,787.50
05/01/2036		-	12,100.00	12,100.00
11/01/2036	\$25,000	5.500%	12,100.00	37,100.00
05/01/2037		-	11,412.50	11,412.50
11/01/2037	\$30,000	5.500%	11,412.50	41,412.50
05/01/2038		-	10,587.50	10,587.50
11/01/2038	\$30,000	5.500%	10,587.50	40,587.50
05/01/2039		-	9,762.50	9,762.50
11/01/2039	\$30,000	5.500%	9,762.50	39,762.50
05/01/2040		-	8,937.50	8,937.50
11/01/2040	\$35,000	5.500%	8,937.50	43,937.50
05/01/2041		-	7,975.00	7,975.00
11/01/2041	\$35,000	5.500%	7,975.00	42,975.00
05/01/2042		-	7,012.50	7,012.50
11/01/2042	\$35,000	5.500%	7,012.50	42,012.50
05/01/2043		-	6,050.00	6,050.00
11/01/2043	\$40,000	5.500%	6,050.00	46,050.00
05/01/2044		-	4,950.00	4,950.00
11/01/2044	\$40,000	5.500%	4,950.00	44,950.00
05/01/2045		-	3,850.00	3,850.00
11/01/2045	\$45,000	5.500%	3,850.00	48,850.00
05/01/2046		-	2,612.50	2,612.50
11/01/2046	\$45,000	5.500%	2,612.50	47,612.50
05/01/2047		-	1,375.00	1,375.00
11/01/2047	\$50,000	5.500%	1,375.00	51,375.00
Total	695,000.00		609,850.00	1,304,850.00

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018A-1
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 2/28/2022	Projected through 9/30/2022	Total Actual & Projected Revenues & Expenditures	
REVENUES					
Assessment levy: on-roll - gross	\$ 153,351				\$ 153,351
Allowable discounts (4%)	(6,134)				(6,134)
Assessment levy: on-roll - net	147,217	\$ 146,512	\$ 705	\$ 147,217	147,217
Interest	-	3	-	3	-
Total revenues & proceeds	147,217	146,515	705	147,220	147,217
EXPENDITURES					
Debt service					
Principal	35,000	35,000	-	35,000	35,000
Interest	107,024	53,950	53,075	107,025	105,275
Total debt service & cost of issuance	142,024	88,950	53,075	142,025	140,275
Other fees & charges					
Tax collector	3,067	2,930	137	3,067	3,067
Total other fees & charges	3,067	2,930	137	3,067	3,067
Total expenditures	145,091	91,880	53,212	145,092	143,342
Excess/(deficiency) of revenues over/(under) expenditures	2,126	54,635	(52,507)	2,128	3,875
Beginning fund balance (unaudited)	169,615	170,287	494,775	170,287	172,415
Ending fund balance (projected)	<u>\$ 171,741</u>	<u>\$ 224,922</u>	<u>\$ 442,268</u>	<u>\$ 172,415</u>	<u>176,290</u>
Use of fund balance:					
Debt service reserve account balance					(72,075)
Principal and interest expense - November 1, 2023					(87,200)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 17,015</u>

Silverado

Community Development District

Special Assessment Bonds, Series 2018A-1

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2022	\$35,000	5.000%	53,075.00	88,075.00
05/01/2023		-	52,200.00	52,200.00
11/01/2023	\$35,000	5.000%	52,200.00	87,200.00
05/01/2024		-	51,325.00	51,325.00
11/01/2024	\$40,000	5.000%	51,325.00	91,325.00
05/01/2025		-	50,325.00	50,325.00
11/01/2025	\$40,000	5.000%	50,325.00	90,325.00
05/01/2026		-	49,325.00	49,325.00
11/01/2026	\$45,000	5.000%	49,325.00	94,325.00
05/01/2027		-	48,200.00	48,200.00
11/01/2027	\$45,000	5.000%	48,200.00	93,200.00
05/01/2028		-	47,075.00	47,075.00
11/01/2028	\$50,000	5.000%	47,075.00	97,075.00
05/01/2029		-	45,825.00	45,825.00
11/01/2029	\$50,000	5.250%	45,825.00	95,825.00
05/01/2030		-	44,512.50	44,512.50
11/01/2030	\$55,000	5.250%	44,512.50	99,512.50
05/01/2031		-	43,068.75	43,068.75
11/01/2031	\$55,000	5.250%	43,068.75	98,068.75
05/01/2032		-	41,625.00	41,625.00
11/01/2032	\$60,000	5.250%	41,625.00	101,625.00
05/01/2033		-	40,050.00	40,050.00
11/01/2033	\$60,000	5.250%	40,050.00	100,050.00
05/01/2034		-	38,475.00	38,475.00
11/01/2034	\$65,000	5.250%	38,475.00	103,475.00
05/01/2035		-	36,768.75	36,768.75
11/01/2035	\$70,000	5.250%	36,768.75	106,768.75
05/01/2036		-	34,931.25	34,931.25
11/01/2036	\$70,000	5.250%	34,931.25	104,931.25
05/01/2037		-	33,093.75	33,093.75
11/01/2037	\$75,000	5.250%	33,093.75	108,093.75
05/01/2038		-	31,125.00	31,125.00
11/01/2038	\$80,000	5.250%	31,125.00	111,125.00
05/01/2039		-	29,025.00	29,025.00
11/01/2039	\$85,000	5.375%	29,025.00	114,025.00
05/01/2040		-	26,740.63	26,740.63
11/01/2040	\$90,000	5.375%	26,740.63	116,740.63
05/01/2041		-	24,321.88	24,321.88
11/01/2041	\$95,000	5.375%	24,321.88	119,321.88
05/01/2042		-	21,768.75	21,768.75
11/01/2042	\$100,000	5.375%	21,768.75	121,768.75
05/01/2043		-	19,081.25	19,081.25
11/01/2043	\$105,000	5.375%	19,081.25	124,081.25
05/01/2044		-	16,259.38	16,259.38
11/01/2044	\$110,000	5.375%	16,259.38	126,259.38
05/01/2045		-	13,303.13	13,303.13
11/01/2045	\$115,000	5.375%	13,303.13	128,303.13
05/01/2046		-	10,212.50	10,212.50
11/01/2046	\$120,000	5.375%	10,212.50	130,212.50
05/01/2047		-	6,987.50	6,987.50
11/01/2047	\$125,000	5.375%	6,987.50	131,987.50
05/01/2048		-	3,628.13	3,628.13
11/01/2048	\$135,000	5.375%	3,628.13	138,628.13
Total	2,010,000.00		1,771,581.25	3,781,581.25

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018A-2 BONDS
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 2/28/2022	Projected through 9/30/2022	Total Revenues & Expenditures	
REVENUES					
Assessment levy: on-roll - gross	\$ 120,441				\$ 120,441
Allowable discounts (4%)	(4,818)				(4,818)
Assessment levy: on-roll - net	115,623	\$ 115,073	\$ 550	\$ 115,623	115,623
Interest income	-	7	-	7	-
Total revenues	115,623	115,080	550	115,630	115,623
EXPENDITURES					
Debt service					
Principal	25,000	-	25,000	25,000	25,000
Interest	88,550	44,137	44,138	88,275	86,900
Total debt service	113,550	44,137	69,138	113,275	111,900
Other fees & charges					
Tax collector	2,409	2,302	-	2,302	2,409
Total other fees & charges	2,409	2,302	-	2,302	2,409
Total expenditures	115,959	46,439	69,138	115,577	114,309
Excess/(deficiency) of revenues over/(under) expenditures	(336)	68,641	(68,588)	53	1,314
Beginning fund balance (unaudited)	306,018	301,706	370,347	301,706	301,759
Ending fund balance (projected)	<u>\$ 305,682</u>	<u>\$ 370,347</u>	<u>\$ 301,759</u>	<u>\$ 301,759</u>	<u>303,073</u>
Use of fund balance					
Debt service reserve account balance (required)					(252,638)
Interest expense - On-roll - November 1, 2023					(42,763)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 7,672</u>

Silverado

Community Development District

Special Assessment Bonds, Series 2018A-2

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2022	-	-	43,450.00	43,450.00
05/01/2023	25,000.00	5.500%	43,450.00	68,450.00
11/01/2023	-	-	42,762.50	42,762.50
05/01/2024	25,000.00	5.500%	42,762.50	67,762.50
11/01/2024	-	-	42,075.00	42,075.00
05/01/2025	30,000.00	5.500%	42,075.00	72,075.00
11/01/2025	-	-	41,250.00	41,250.00
05/01/2026	30,000.00	5.500%	41,250.00	71,250.00
11/01/2026	-	-	40,425.00	40,425.00
05/01/2027	30,000.00	5.500%	40,425.00	70,425.00
11/01/2027	-	-	39,600.00	39,600.00
05/01/2028	35,000.00	5.500%	39,600.00	74,600.00
11/01/2028	-	-	38,637.50	38,637.50
05/01/2029	35,000.00	5.500%	38,637.50	73,637.50
11/01/2029	-	-	37,675.00	37,675.00
05/01/2030	40,000.00	5.500%	37,675.00	77,675.00
11/01/2030	-	-	36,575.00	36,575.00
05/01/2031	40,000.00	5.500%	36,575.00	76,575.00
11/01/2031	-	-	35,475.00	35,475.00
05/01/2032	40,000.00	5.500%	35,475.00	75,475.00
11/01/2032	-	-	34,375.00	34,375.00
05/01/2033	45,000.00	5.500%	34,375.00	79,375.00
11/01/2033	-	-	33,137.50	33,137.50
05/01/2034	45,000.00	5.500%	33,137.50	78,137.50
11/01/2034	-	-	31,900.00	31,900.00
05/01/2035	50,000.00	5.500%	31,900.00	81,900.00
11/01/2035	-	-	30,525.00	30,525.00
05/01/2036	55,000.00	5.500%	30,525.00	85,525.00
11/01/2036	-	-	29,012.50	29,012.50
05/01/2037	55,000.00	5.500%	29,012.50	84,012.50
11/01/2037	-	-	27,500.00	27,500.00
05/01/2038	60,000.00	5.500%	27,500.00	87,500.00
11/01/2038	-	-	25,850.00	25,850.00
05/01/2039	65,000.00	5.500%	25,850.00	90,850.00
11/01/2039	-	-	24,062.50	24,062.50
05/01/2040	65,000.00	5.500%	24,062.50	89,062.50
11/01/2040	-	-	22,275.00	22,275.00
05/01/2041	70,000.00	5.500%	22,275.00	92,275.00
11/01/2041	-	-	20,350.00	20,350.00
05/01/2042	75,000.00	5.500%	20,350.00	95,350.00
11/01/2042	-	-	18,287.50	18,287.50
05/01/2043	80,000.00	5.500%	18,287.50	98,287.50
11/01/2043	-	-	16,087.50	16,087.50
05/01/2044	85,000.00	5.500%	16,087.50	101,087.50
11/01/2044	-	-	13,750.00	13,750.00
05/01/2045	90,000.00	5.500%	13,750.00	103,750.00
11/01/2045	-	-	11,275.00	11,275.00
05/01/2046	95,000.00	5.500%	11,275.00	106,275.00
11/01/2046	-	-	8,662.50	8,662.50
05/01/2047	100,000.00	5.500%	8,662.50	108,662.50
11/01/2047	-	-	5,912.50	5,912.50
05/01/2048	105,000.00	5.500%	5,912.50	110,912.50
11/01/2048	-	-	3,025.00	3,025.00
05/01/2049	110,000.00	5.500%	3,025.00	113,025.00
Total	\$1,580,000.00		\$1,507,825.00	\$3,087,825.00

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments					
	Units	FY 2023 O&M Assessment per Unit	FY 2023 DS Assessment per Unit	FY 2023 Total Assessment per Unit	FY 2022 Total Assessment per Unit
Series 2016A-1					
SF 55'	44	\$ 1,610.28	\$ 696.02	\$ 2,306.30	\$ 2,337.01
SF 60'/65'	36	1,727.39	821.31	2,548.70	2,581.64
	<u>80</u>				
Series 2017A-1					
SF 55'	51	1,610.28	684.64	2,294.92	2,325.63
SF 60'/65'	27	1,727.39	807.88	2,535.27	2,568.21
	<u>78</u>				
Series 2018A-1					
SF 50'	145	1,463.89	903.66	2,367.55	2,395.47
SF 60'/65'	19	1,727.39	1,174.76	2,902.15	2,935.09
	<u>164</u>				
Series 2018A-2					
SF 60'/65'	106	1,727.39	1,136.27	2,863.66	2,896.60
	<u>106</u>				
Prepaid Units					
SF 55'	1	1,610.28	-	1,610.28	1,640.99
SF 60'/65'	1	1,727.39	-	1,727.39	1,760.33
	<u>2</u>				
Total	430				

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2022-04

A RESOLUTION OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with the City of Zephyrhills, Pasco County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22nd day of April, 2022.

Attest:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

SILVERADO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2022	Regular Meeting	10:00 AM*
November 29, 2022	Landowners' Meeting	11:30 AM
January 27, 2023	Regular Meeting	10:00 AM*
February 24 2023	Regular Meeting	10:00 AM*
March 24, 2023	Regular Meeting	10:00 AM*
April 28, 2023	Regular Meeting	10:00 AM*
May 26, 2023	Regular Meeting	10:00 AM*
June 23, 2023	Regular Meeting	10:00 AM*
July 28, 2023	Regular Meeting	10:00 AM*
August 25, 2023	Public Hearing & Regular Meeting	10:00 AM*
September 22, 2023	Regular Meeting	10:00 AM*
CALL-IN NUMBER: 1-888-354-0094		
PARTICIPANT PASSCODE: 801 901 3513		

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE PASCO COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Silverado Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Zephyrhills, Pasco County, Florida; and

WHEREAS, the Board of Supervisors of Silverado Community Development District ("Board") seeks to implement section 190.006(3), Florida Statutes, and to instruct the Pasco County Supervisor of Elections ("Supervisor") to conduct the District's general election ("General Election").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Mary E. Moulton and Seat 2, currently held by Christian Cotter, are scheduled for the General Election in November, 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November, 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 22nd DAY OF APRIL, 2022.

**SILVERADO COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

ATTEST:

Secretary/Assistant Secretary

Exhibit A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Silverado Community Development District will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Pasco County Supervisor of Elections located at 14236 6TH Street, Dade City, Florida 33526-0300, (352) 521-4302. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District, as defined in Section 190.003, Florida Statutes. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Silverado Community Development District has two (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

For additional information, please contact the Pasco County Supervisor of Elections.

District Manager
Silverado Community Development District

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Silverado Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Zephyrhills, Florida; and

WHEREAS, the District's Board of Supervisors ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of the Ordinance No. 1241-14 creating the District ("Ordinance") is December 8, 2014; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisor of the District, shall be held on a day of November, 2022 at 11:30 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting and election in accordance with the requirements of section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's regular meeting held on the 22nd day of April, 2022. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of April, 2022.

ATTEST:

**SILVERADO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

Composite Exhibit A

Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS
OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Silverado Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 255.58 acres, generally located north of Eiland Boulevard, east of County Road 579, and west of Highway 301, in the City of Zephyrhills, Florida, advising that a meeting of landowners will be held for the purpose of electing one (3) people to the District Board of Supervisors

DATE: November 29, 2022
TIME: 11:30 a.m.
PLACE: Avalon Park West Amenity Center
5060 River Glen Boulevard
Wesley Chapel, Florida 33545

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

**District Manager
Silverado Community Development District**

**SILVERADO COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS RELATING TO LANDOWNERS' MEETING FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 29, 2022**

TIME: **11:30 A.M.**

LOCATION: **Avalon Park West Amenity Center
5060 River Glen Boulevard
Wesley Chapel, Florida 33545**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. **Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.**

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The candidates receiving the most votes shall be elected for a term of four (4) years; the remaining candidate shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY
SILVERADO COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 29, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Silverado Community Development District to be held at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545, on November 29, 2022 at 11:30 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
SILVERADO COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 29, 2022

For Election (3 Supervisors): The two (2) candidates receiving the most votes will serve a four (4) year term; the remaining candidate will serve a two (2) year term.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Silverado Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

Date: _____

Signed: _____

Printed Name: _____

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops for the purpose of conducting District business; and

WHEREAS, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

WHEREAS, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

WHEREAS, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “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”; and

WHEREAS, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

WHEREAS, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. RECITALS. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. FINDINGS. The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

SECTION 3. WAIVER. The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

SECTION 4. REASONABLE NOTICE.

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of April, 2022.

ATTEST:

**SILVERADO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

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CLEMENTI ENVIRONMENTAL CONSULTING, LLC

April 7, 2022

Silverado CDD
c/o WH & Associates
2300 Glades Road #410W
Boca Raton, FL 33431

Attention: Cindy Cerbone, District Manager

**RE: Proposal for Silverado Mitigation Areas A and B; Permit 26719.011 and .013
Mitigation Area Maintenance and Replanting and Annual Report**

Dear Cindy:

Thank you for the opportunity to assist you with this project. The mitigation areas have not been maintained or monitored since the initial planting. There are nuisance species to treat and some replanting of trees and herbaceous plants.

SCOPE OF SERVICES

Task 1.0 Herbicide Treatment of Both Mitigation Areas

- 1.1 CEC will have the mitigation areas treated with approved herbicides.
- 1.2 After ten to fourteen days the dead vegetation will be removed.
- 1.3 CEC will have the following plants installed.

Mitigation Area A	
Acer rubrum 7 gallon	8
Magnolia virginiana 7 gallon	8
Quercus nigra 10 gallon	8
Liquidambar styraciflua 7 gallon	13
Juncus effusus 4" liners	175
Pontederia cordata 4" liners	175

Mitigation Area B

Acer rubrum 7 gallon	25
Magnolia virginiana 7 gallon	25
Quercus nigra 10 gallon	25
Liquidambar styraciflua 7 gallon	16
Juncus effusus 4" liners	525
Pontederia cordata 4" liners	525

Task 2.0 Annual Report

- 2.1 CEC staff will complete an annual Report to be sent via email to the office of the Southwest Florida Water Management District (SWFWMD).

Task 3.0 Monthly Maintenance

- 3.1 CEC will have the mitigation areas and maintained once a month for at least one year.

Responsibilities of the Client

- Complete the Project Proposal Acceptance Form
- Provide complete access to the site.
- Provide a retainer of \$4,500.00.

PROPOSED FEES

CEC proposes to complete these tasks as enumerated above for the lump sum fee of \$15,100.00 for the herbicide and planting (Task 1.0) and \$1,000.00 for the Annual Report. A report needs to be completed after this enhancement/planting event. A retainer of \$4,500.00 is required to secure the plants. Task 3.0 Monthly Maintenance will be \$600.00/month. Any work requested beyond this scope will be billed on a time and material basis according to the attached fee schedule. This proposal will be valid for only 30 days from receipt.

WORK SCHEDULE

CEC can be ready to begin work on this project within three weeks of authorization to proceed. If you have any questions, please do not hesitate to call.

Sincerely,



Rosanne G. Clementi
Principal

Enclosures: Fee Schedule
Terms and Conditions
CEC Project/Proposal Acceptance Form
Invoice 420221710

CC: proposals\silveradocdd\mitigationreplant



CLEMENTI ENVIRONMENTAL CONSULTING, LLC

PROPOSAL/PROJECT ACCEPTANCE FORM

PROJECT INFORMATION:

Client Name Silverado CDD
Project Name Mitigation Replanting and Enhancement
Project Location Near/Behind Saddle Palm Way
Proposal Date April 8, 2022
Description of Services Nuisance Species Removal and Replanting
Estimated Fee \$15,100.00 with \$4,500.00 Retainer; Report \$1,000.00; Monthly Main-\$600.00

PAYMENT RESPONSIBILITY:

Invoices to be paid by Silverado CDD
Address _____
City/State _____, FL _____ Zip Code _____ Phone (____) _____
Attention _____ Title _____ Fax (____) _____
Email: _____

APPROVAL OF CHARGES:

If the invoices are to be approved by a party other than the party responsible for payment, please fill in the space below.

Firm _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____ Fax _____

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____ Fax _____

LEGAL DESCRIPTION:

SPECIAL INSTRUCTIONS/PAYMENT TERMS:

Net 30 days from invoice date; invoices will be sent every four weeks for continued or extended projects.

PROPOSAL ACCEPTANCE:

The terms and Condition of this Proposal, including the Terms on this page and the General Conditions are attached:

Accepted this _____ day of _____, 20_____

Please print or type individual, firm or corporate body name _____

Signature of authorized representative _____

Please print or type of authorized representative and title _____



CLEMENTI ENVIRONMENTAL CONSULTING, LLC

Invoice submitted to:

Silverado CDD
c/o WH & Associates
2300 Glades Road #410W
Boca Raton, FL 33431

Attention: Cindy Cerbone

Invoice Date	Invoice Number	Invoice Period
April 8, 2022	420221710	Current

Project Name: Deer Springs Phase III CEC Project No. 2022-822

Professional Services

Plant Retainer

Balance Due

\$4,500.00



CLEMENTI ENVIRONMENTAL CONSULTING, LLC

CONFIDENTIAL SCHEDULE OF PROFESSIONAL FEES

A. 2022 Fees for Professional Services.

	<u>RATES/\$PER HOUR</u>
Principal	200.00
GIS Technician	55.00
Environmental Auditor	165.00
Proj/Bio/Ecologist	115.00
Project Manager	95.00
Envir. Technician	55.00
Expert Witness	225.00

B. Equipment Rental:

	<u>RATES/\$PER DAY</u>
Dissolved Oxygen Meter	20.00
Global Positioning System Receiver	20.00
Survey Level & Rod	50.00
Remote Camera	100.00
Color Reproductions	1.50/page
ATV	100.00
Jon Boat	50.00
Turbidity Meter	10.00/sample

C. General Terms:

1. Vehicular mileage charged at \$0.75 per mile.
2. Telephone toll charges, mobile phone charges and all out-of-pocket expenses billed at cost plus 15%. Such expenses include travel and subsistence, shipping charges, copying, rental and service (but not normal wear) of project equipment, equipment purchases and subcontractors.

D. Payment Terms:

1. The CLIENT will be billed monthly or upon completion of the project for payment of services rendered through the 15th day and the last day of each month.
2. Term for payment is ten days net. Consideration for extending the term of payment should be requested in advance by the CLIENT.
3. CEC will impose a 1.5% late fee per day on the outstanding balance for overdue payments over 60 days.



CLEMENTI ENVIRONMENTAL CONSULTING, LLC

Terms and Conditions

1. The Agreement

Environmental Service projects are particularly vulnerable to misunderstanding of the obligations and responsibilities of the parties involved. Accordingly, these terms and conditions and the accompanying proposal or agreement and schedules, if any, (the "Companion Documents") constitute the full and complete agreement (the "Agreement") between Clementi Environmental Consulting, LLC (CEC) and the client superseding any and all prior negotiations, correspondence, or agreements either written or oral, and may only be amended, added to, superseded or waived in writing signed by both parties. By accepting the Companion Documents, the client or prospective client shall be deemed to have accepted these terms and conditions as if set forth in full in any of the Companion Documents.

2. Schedule

CEC shall use reasonable best efforts in performing services under this Agreement by mutually agreed upon completion dates. CEC shall not be responsible for any delay due to CEC's inability to gain access to the project site, any defective specifications, change in the scope of work or any act of God, labor dispute, fire, terrorism, inclement weather, act of governmental authority, failure of transportation, accident or any other cause beyond the control of CEC or its subcontractors. In the event of any such delays, CEC's time for completion of the services which are the subject of this Agreement shall be extended accordingly.

3. Reports and Ownership of Materials

With the exception of the CEC report to the client, all documents, including original boring logs, field notes, laboratory test data, calculations and estimates are and remain the property of CEC. All samples obtained by CEC or its sub-contractors pursuant to this agreement may be discarded 30 days after the issuance of the report unless otherwise mutually agreed in writing. The client shall not misquote or otherwise use or refer to the CEC report or work product out of the context of the intent of the report. Client agrees that all reports and other work product furnished to the client and not paid for in full shall be returned to CEC upon demand and shall not be used for design, construction permits or licensing.

4. Client Disclosures

In general, CEC relies on the information provided to it by the client. Specifically, it shall be the duty of the client upon entering into this Agreement to notify CEC of any know or suspected hazardous substances which have or may have been used, stored or disposed of on the project site. "Hazardous substances" shall include, but shall not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by product, waste or sample and whether it exists in a solid liquid, semi-solid or gaseous form. This duty shall also apply to any Hazardous Substance with which CEC may be provided or which exist or may exist on or near any premises upon which services are to be performed by CEC's employees, agents or subcontractors. After entering into this Agreement, disclosure and notification to CEC shall be required immediately upon discovery of any other Hazardous Substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.

All decisions relating to the disposal of Hazardous Substances shall be made solely by the client and CEC shall not select the disposal site nor shall CEC arrange in any other way for the disposal of any Hazardous Substances found on or removed from the work site.

To the extent that the proposal includes subsurface activities (which include, without limitation, soil borings, well installation or test pit excavations) among the services to be performed by CEC, the client shall furnish CEC with diagrams indicating the location and boundaries of the site's subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) CEC shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are not correctly located or not indicated on the diagrams provided.

5. Changes in Scope of Work

The scope of work and the time schedules defined in the proposal are based on the information provided by the client. Change in scope of work is defined as added, deleted, or modified work. If information provided by the client is incomplete or inaccurate, or if site conditions or encountered which materially vary from those indicated by the client, or if client requests CEC to change the original scope of work established by the proposal (which request shall be made in writing), a written amendment to this Agreement equitably adjusting the cost and /or performance time hereunder shall be executed by the client and CEC as soon as practicable. CEC shall have no obligation to perform any added or modified work until such amendment has been executed, and consent to amendments shall not be unreasonable withheld by either party.

6. Standards Environmental Services

THE CLIENT ACKNOWLEDGES THAT CEC HAS MADE NO IMPLIED OR EXPRESS REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATION OR ADVICE TO BE PROVIDED BY CEC, EXCEPT AS EXPRESSLY SET FORTH BELOW. Services performed by CEC under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental profession who perform similar environmental services and practice contemporaneously under similar conditions in the locality of the project.

CEC DOES NOT PROVIDE LEGAL SERVICES OR OFFER LEGAL ADVICE ON MATTERS OF ENVIRONMENTAL OR OTHER LAW AND DISCLAIMS ALL RESPONSIBILITY OR LIABILITY RELATING TO OR ARISING OUT OF CLIENTS RELIANCE UPON ANY OPINION EXPRESSED BY CEC OR ITS EMPLOYEES IN THE COURSE OF THE PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT RELATING TO ANY MATTER OF LAW.

7. Fixed Price/Adjustment

Prices set forth in this proposal shall be firm for 30 days from the date of such proposal: provided, however, that CEC's standard charges are adjusted annually on December 31st of each year (the "Adjustment Date") and, regardless of the date of the proposal, work performed pursuant to this Agreement after the Adjustment Date shall be billed at the adjusted rates.

8. Billings and Payments

- a) If the basis for fee determination is Time & Materials", billings will be based on CEC's standard charges for actual time expended. Sub-consultant charges, fees, commissions, and out of town travel expenses will be billed at cost plus 20%. All other project related reimbursable expenses, including vehicle mileage, color copies, outside data reports, postage/shipping, reproductions, survey flagging tape, will be billed at the value of the expenditures for the project. The client understands and agrees that the estimates of total, incremental, or phase project costs are reasonable projections provided for informational purposes in the Companion Documents and are as accurate a representation or warranty of the actual costs at the time which will be incurred in the performance of CEC's services. CEC shall submit invoices bi-weekly for services performed and expenses incurred and not

previously billed or included on any preceding invoice. Payment is due upon receipt. For all amounts unpaid after thirty (30) days from the invoice date, client agrees to pay CEC a late fee of one and one-half percent (1.5%) per month or 18% annually.

- b) The client shall provide CEC a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereon. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted.
- c) The client has the obligation to pay for all services performed under this Agreement. No deduction shall be made from any invoice on account of penalty or liquidated damages nor shall any other sums be withheld from payments to CEC by reason of client's inability to obtain financing, approval of zoning boards or governmental or regulatory agencies, or any other cause or contingency. Client further agrees to pay CEC any and all expenses incurred in recovering any delinquent amount due recovering possession of CEC's reports and any other work product furnished to the client pursuant to Paragraph 3 herein, or enforcing any other rights CEC has under this Agreement including reasonable attorney's fees or court costs.

9. Notice of Lien

CEC hereby notifies client that it intends to utilize all available lien rights it may have in connection with its provision of services under this Agreement. In order to perfect any construction lien in favor of CEC, client agrees to provide, if applicable, any Notice of Commencement or any other notice required by the Florida Construction Lien Laws.

10. Safety

The client assumes sole and complete responsibility for the safety of all persons and property where the work to be performed herein is at client's site. If CEC provides a health and safety officer at the client's site, CEC shall be authorized to take any and all measures on behalf of the client that in CEC's opinion will maintain generally accepted health and safety standards for personnel at the site. CEC will inform the client of deficiencies relating to the specifications and applicable regulations known to CEC. However, CEC is not responsible for the failure of the client or its agents to follow the recommendations of CEC personnel. The client waives any claim against CEC for, and agrees to indemnify and hold CEC harmless from, any claim for liability for injury or loss to the client or others in connection with such measures, except to the extent such loss results from CEC negligence.

11. Limits for Damages or Claims Relating to Work/Services

IT IS EXPRESSLY AGREED THAT THE CLIENT'S MAXIMUM RECOVERY AGAINST CEC RELATING TO THE PROFESSIONAL SERVICES PERFORMED HEREIN, IS THE AMOUNT OF CEC'S FEE AND THAT ANY CLAIM OR DAMAGES NOT TO EXCEED SUCH FEE IS CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST CEC. UNDER NO CIRCUMSTANCE SHALL CEC BE LIABLE FOR CLIENT'S LOSS OF PROFITS, DELAY DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE.

- 11a. Insurance and Indemnity:** CEC will acquire and maintain general commercial liability insurance coverage in an amount not less than \$1,000,000.000 per occurrence, and \$2,000,000.00 aggregate, which shall include all claims and losses that may relate in any manner whatsoever to CEC's performance under this Agreement. CEC shall provide continuous proof of such insurance coverage. Such proof shall include the Client as a named insured. CEC hereby indemnifies and holds the Client harmless from and against any and all claims, demands, losses, damages, liabilities and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees legal counsel), arising from personal injury, death, or property damage resulting from the negligent or intentional acts of CEC or by its employees, agents or invitees. This Indemnity is not subject to the Limitation provided in Paragraph 11.

12. Termination

This agreement may be terminated by either party upon at least thirty (30) calendar day's written notice in the event of substantial failure by the other party to perform in accordance with the terms herein through no fault terminating party. In the event that site conditions become unsafe for the performance of the work, or if the client fails to pay any invoice in full within thirty (30) days after invoice date, CEC may, at any time and without waiving any other rights or claims against the client and without incurring any liability to the client, elect to terminate performance of services upon ten (10) business days prior written notice from CEC to the client.

13. Severability

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and binding upon all parties.

14. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the client and CEC shall survive the completion of the services and the termination of this agreement.

15. Period of Limitation

No action, suit or other proceeding shall be instituted in connection with this Agreement more than two (2) years after the last day upon which CEC provided substantial services on the site for which this Agreement was executed.

16. Assigns

Neither the client nor CEC may delegate, assign or transfer duties or in this Agreement without the written consent of the other party.

17. Governing Law

This Agreement shall be governed by the laws of the state of Florida.

File: CEC E-termsandconditions30days.doc

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and other officers in the Chair's absence, to approve and execute the Conveyance Documents; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. DELEGATION OF AUTHORITY. The Chair of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any

such Conveyance Documents in the Chair's absence. The Vice Chair, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

PASSED AND ADOPTED this 22nd day of April, 2022.

ATTEST:

**SILVERADO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Silverado 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 the City of Zephyrhills, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") has previously adopted the *Prompt Payment Policies and Procedures* ("Policies") to govern prompt payments; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* ("Amended Policies"), attached hereto as **Exhibit A**, for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Amended Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of April, 2022.

ATTEST:

**SILVERADO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amended and Restated Prompt Payment Policies and Procedures

EXHIBIT A

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Amended & Restated Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

April 22, 2022

Silverado Community Development District
Amended and Restated Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Silverado Community Development District (“District”) Amended and Restated Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8016627815C-9. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 561-571-0010 / email: cerbonec@whhassociates.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**
Silverado Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- 2. Email Address**
SilveradoCDD@DistrictAP.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

- 1. Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

14

RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SILVERADO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING CHANGE OF REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*; and

WHEREAS, the District previously designated a registered agent and a registered office location; and

WHEREAS, at this time, the District desires to designate a new registered agent and registered office for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SILVERADO COMMUNITY DEVELOPMENT DISTRICT:

1. **DESIGNATION OF REGISTERED AGENT.** Craig Wrathell is hereby designated as Registered Agent for the District.
2. **REGISTERED OFFICE.** The District's Registered Office shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District’s Secretary is hereby directed to file certified copies of this resolution with the County and the Florida Department of Economic Opportunity.
4. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 22nd day of April, 2022.

ATTEST:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

16

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2022**

	General Fund	Debt Service Fund Series 2016A-1	Debt Service Fund Series 2017A-1	Debt Service Fund Series 2018A-1	Debt Service Fund Series 2018A-2	Capital Projects Fund Series 2018A-1	Total Governmental Funds
ASSETS							
Cash	\$ 573,794	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 573,794
Investments							
Revenue	-	104,020	101,596	152,848	117,711	-	476,175
Reserve	-	55,880	53,325	72,075	252,638	-	433,918
Prepayment	-	240	211	-	-	-	451
Accounts receivable	66,784	-	-	-	-	-	66,784
On-roll assessments receivable	1,651	-	-	-	-	-	1,651
Off-roll assessments receivable	110,513	235	221	598	-	-	111,567
Due from general fund	-	163	154	416	327	50,436	51,496
Due from other governments	15,569	-	-	-	-	-	15,569
Utility deposit	2,881	-	-	-	-	-	2,881
Total assets	<u>\$ 771,192</u>	<u>\$160,538</u>	<u>\$155,507</u>	<u>\$225,937</u>	<u>\$370,676</u>	<u>\$ 50,436</u>	<u>\$ 1,734,286</u>
LIABILITIES							
Liabilities:							
Accounts payable	\$ 30,243	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,243
Due to debt service fund 2016A-1	163	-	-	-	-	-	163
Due to debt service fund 2017A-1	154	-	-	-	-	-	154
Due to debt service fund 2018A-1	416	-	-	-	-	-	416
Due to debt service fund 2018A-2	327	-	-	-	-	-	327
Due to capital projects fund 2018	50,436	-	-	-	-	-	50,436
Developer advance	10,372	-	-	-	-	-	10,372
Total liabilities	<u>92,111</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>92,111</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	112,164	235	221	598	-	-	113,218
Total deferred inflows of resources	<u>112,164</u>	<u>235</u>	<u>221</u>	<u>598</u>	<u>-</u>	<u>-</u>	<u>113,218</u>
FUND BALANCES							
Restricted for							
Debt service	-	160,303	155,286	225,339	370,676	-	911,604
Capital projects	-	-	-	-	-	50,436	50,436
Unassigned	566,917	-	-	-	-	-	566,917
Total fund balances	<u>566,917</u>	<u>160,303</u>	<u>155,286</u>	<u>225,339</u>	<u>370,676</u>	<u>50,436</u>	<u>1,528,957</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 771,192</u>	<u>\$160,538</u>	<u>\$155,507</u>	<u>\$225,937</u>	<u>\$370,676</u>	<u>\$ 50,436</u>	<u>\$ 1,734,286</u>

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>
REVENUES			
General fund revenues	\$ 1,956	\$ 676,994	\$ 678,287
Total revenues	<u>1,956</u>	<u>676,994</u>	<u>678,287</u>
EXPENDITURES			
Professional & administrative			
General administration			
Management consulting services	4,000	24,000	48,000
Debt service fund accounting Series 2021	417	2,500	5,500
Dissemination agent	250	1,500	4,000
Printing & Binding	42	250	500
Telephone	17	100	200
Bank fees	-	31	500
Auditing services	-	-	3,250
Postage	-	-	500
Insurance	-	5,570	6,500
Regulatory and permit fees	-	175	175
Legal advertising	-	344	1,500
Engineering	-	4,869	7,000
Legal	-	5,881	15,000
Website hosting	-	705	705
Debt administration			
Trustee fees	-	3,717	14,440
ADA website compliance	-	-	210
Arbitrage	-	-	3,000
Total professional & administrative	<u>4,726</u>	<u>49,642</u>	<u>110,980</u>
Field operations			
Physical environment expenditures			
Streetpole lighting	7,243	39,856	97,200
Electricity (irrigation & pond pumps)	-	848	3,600

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget
Landscaping maintenance	15,569	93,448	243,470
Landscape replenishment	-	300	5,000
Plams & tree trimming	-	-	15,000
Irrigation maintenance	4,132	4,132	5,000
Pond maintenance	-	10,567	25,419
Bush hog mowing	-	550	N/A
Fertilizer & mulch	-	6,850	N/A
Property insurance	-	12,444	13,223
Comprehensive field tech services	2,400	6,000	14,440
Field ops accounting	-	-	5,000
Pet waste removal	172	861	2,100
Amenity center			
Pool service contract	1,150	6,700	16,000
Pool maintenance & repairs	-	1,970	2,000
Pool permit	-	-	275
Flood insurance	-	-	2,200
Cleaning & maintenance	1,000	8,575	12,840
Internet	138	696	1,464
Electricity	-	4,465	10,620
Water	358	1,562	2,400
Pest control	120	600	1,440
Camera monitoring	189	1,507	3,600
Refuse service	-	-	1,000
Landscape maintenance - infill	-	-	5,000
Miscellaneous repairs & maintenance	-	50	5,000
Total field operations	<u>32,471</u>	<u>201,981</u>	<u>493,291</u>
Other fees & charges			
Property appraiser	-	-	175
Tax collector	39	13,540	14,131
Total other fees & charges	<u>39</u>	<u>13,540</u>	<u>14,306</u>
Total expenditures	<u>37,236</u>	<u>265,163</u>	<u>618,577</u>
Excess/(deficiency) of revenues over/(under) expenditures	(35,280)	411,831	59,710
Fund balances - beginning	<u>602,197</u>	<u>155,086</u>	<u>74,843</u>
Fund balances - ending	<u>\$ 566,917</u>	<u>\$ 566,917</u>	<u>\$ 134,553</u>

*This money was recently received from Ferguson Waterworks. We are currently waiting on Ferguson to advise as to which bond issuance this money relates to. When that happens, these funds will be transferred accordingly.

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016A-1 BONDS
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 167	\$ 57,674	\$ 57,784	100%
Interest	1	4	-	N/A
Total revenues	<u>168</u>	<u>57,678</u>	<u>57,784</u>	100%
EXPENDITURES				
Debt service				
Interest - 11/1	-	22,095	21,840	101%
Interest - 5/1	-	-	21,840	0%
Principal	-	12,000	12,000	100%
Principal prepayment	-	5,000	-	N/A
Total debt service	<u>-</u>	<u>39,095</u>	<u>55,680</u>	70%
Other fees & charges				
Tax collector	5	1,154	1,204	N/A
Total other fees and charges	<u>5</u>	<u>1,154</u>	<u>1,204</u>	N/A
Total expenditures	<u>5</u>	<u>40,249</u>	<u>56,884</u>	71%
Excess/(deficiency) of revenues over/(under) expenditures	163	17,429	900	
Fund balances - beginning	<u>160,140</u>	<u>142,874</u>	<u>142,608</u>	
Fund balances - ending	<u>\$ 160,303</u>	<u>\$ 160,303</u>	<u>\$ 143,508</u>	

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2017A-1 BONDS
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 157	\$ 54,356	\$ 54,460	100%
Interest	1	4	-	N/A
Total revenues	<u>158</u>	<u>54,360</u>	<u>54,460</u>	100%
EXPENDITURES				
Debt service				
Interest - 11/1	-	19,275	19,150	101%
Interest - 5/1	-	-	19,150	0%
Principal	-	10,000	10,000	100%
Total debt service	<u>-</u>	<u>29,275</u>	<u>48,300</u>	61%
Other fees & charges				
Tax collector	3	1,087	1,135	N/A
Total other fees and charges	<u>3</u>	<u>1,087</u>	<u>1,135</u>	N/A
Total expenditures	<u>3</u>	<u>30,362</u>	<u>49,435</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	155	23,998	5,025	
Fund balances - beginning	<u>155,131</u>	<u>131,288</u>	<u>131,174</u>	
Fund balances - ending	<u>\$ 155,286</u>	<u>\$ 155,286</u>	<u>\$ 136,199</u>	

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018A-1 BONDS
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 424	\$ 146,936	\$ 147,217	100%
Interest	1	4	-	N/A
Total revenues	<u>425</u>	<u>146,940</u>	<u>147,217</u>	100%
EXPENDITURES				
Debt service				
Interest - 11/1	-	53,950	53,512	101%
Interest - 5/1	-	-	53,512	0%
Principal	-	35,000	35,000	100%
Total debt service	<u>-</u>	<u>88,950</u>	<u>142,024</u>	63%
Other fees & charges				
Tax collector	8	2,938	3,067	N/A
Total other fees and charges	<u>8</u>	<u>2,938</u>	<u>3,067</u>	N/A
Total expenditures	<u>8</u>	<u>91,888</u>	<u>145,091</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	417	55,052	2,126	
Fund balances - beginning	<u>224,922</u>	<u>170,287</u>	<u>169,615</u>	
Fund balances - ending	<u><u>\$ 225,339</u></u>	<u><u>\$ 225,339</u></u>	<u><u>\$ 171,741</u></u>	

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018A-2 BONDS
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date
REVENUES		
Assessment levy	\$ 333	\$ 115,406
Interest	2	9
Total revenues	335	115,415
EXPENDITURES		
Debt service		
Interest - 11/1	-	44,137
Total debt service	-	44,137
Other fees & charges		
Tax collector	6	2,308
Total other fees and charges	6	2,308
Total expenditures	6	46,445
Excess/(deficiency) of revenues over/(under) expenditures	329	68,970
Fund balances - beginning	370,347	301,706
Fund balances - ending	\$ 370,676	\$ 370,676

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018 A-1 BONDS
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES	 <u>-</u>	 <u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 50,436	 50,436
Fund balances - ending	<u><u>\$ 50,436</u></u>	<u><u>\$ 50,436</u></u>

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

17

DRAFT
MINUTES OF MEETING
SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Silverado Community Development District held a Regular Meeting on November 19, 2021 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Raymond Demby III	Assistant Secretary
Ryan Zook (via telephone)	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates LLC (WHA)
Jere Earlywine	District Counsel
Ashley Ligas (via telephone)	KE Law Group, PLLC
Tonja Stewart	District Engineer
Barry Mazzoni	Operations Manager
Ron Brown	Access Difference
Ashley Pollard (via telephone)	Resident
Nelson Diaz (via telephone)	Resident
Giselle Madera-Rodriguez (via telephone)	Resident
Takiyah Graham (via telephone)	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:00 a.m. Supervisors Cotter, Moulton and Demby were present, in person. Supervisor Zook was attending via telephone. Supervisor Vincent was not present.

Ms. Cerbone discussed the public comments protocol and noted there will be two opportunities to speak during the meeting. She explained that it is at the Board's discretion whether to provide a response to a question during a meeting, as it is not a requirement. Typically, the District Manager would follow up with the speaker after the meeting.

SECOND ORDER OF BUSINESS

Public Comments

42 Resident Ashely Pollard discussed continuing street issues within the CDD and raised
 43 black top and water stains of which a video was provided to Ms. Cerbone. He asked about the
 44 CDD requesting reimbursement from Lennar and D.R. Horton for the cost to repair the
 45 sidewalks and curbs along Silverado Boulevard that were damaged by heavy construction trucks
 46 cutting the turns too short, which he mentioned to the prior Board and District Manager several
 47 times and that was recorded and in the June 2020 meeting minutes.

48 Mr. Pollard stated his disagreement with the Board’s decision to wait to address the
 49 issue of the lack of street lights in the area and the suspicious activity at the unnamed dead-end
 50 street, until the Board transitions to a resident Board; especially when homeowners have
 51 contacted the Zephyrhills Police Department.

52 Resident Nelson Diaz had the same concerns as Mr. Pollard regarding the perceived lack
 53 of lighting, safety concerns because of drivers speeding down the street and the suspicious
 54 activities in an area that is not well lit. He noted that new construction across the street from
 55 them has several lamp posts, as opposed to only five for the entire block on Stella Vast Drive.

56

57 **THIRD ORDER OF BUSINESS**

**Update: Response from Code Enforcement
 Regarding Prescribed Burns Impacting the
 Amenity Area**

58
59
60

61 Mr. Mazzoni stated that a response was pending from the City’s Code Enforcement
 62 contact person on the investigation and request to assist the CDD on the issue of ash in the
 63 Amenity Center pool, of which he provided photographs.

64 This item would remain on the agenda.

65

66 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01,
 Designating Certain Officers of the District,
 and Providing for an Effective Date**

67
68
69

70 Ms. Cerbone presented Resolution 2022-01 and listed the existing slate of officers.

71 Ms. Moulton nominated the following slate of officers:

- | | | |
|----|------------------|---------------------|
| 72 | Christian Cotter | Chair |
| 73 | Mary Moulton | Vice Chair |
| 74 | Craig Wrathell | Secretary |
| 75 | Raymond Demby | Assistant Secretary |

- 76 Ryan Zook Assistant Secretary
- 77 Ty Vincent Assistant Secretary
- 78 Cindy Cerbone Assistant Secretary
- 79 Craig Wrathell Treasurer
- 80 Jeff Pinder Assistant Treasurer

81 No other nominations were made.

82

83 **On MOTION by Ms. Moulton and seconded by Mr. Demby, with all in favor,**
 84 **Resolution 2022-01, Designating Certain Officers of the District, as nominated,**
 85 **and Providing for an Effective Date, was adopted.**

86

87

88 **FIFTH ORDER OF BUSINESS**

Approval of October 29, 2021 Regular Meeting Minutes

89

90

91 Ms. Cerbone presented the October 29, 2021 Regular Meeting Minutes.

92

93 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**
 94 **October 29, 2021 Regular Meeting Minutes, as presented, were approved.**

95

96

97 **SIXTH ORDER OF BUSINESS**

Staff Reports

98

99 **A. District Counsel: *KE Law Group, PLLC.***

- 100 • **Discussion: Letter to Adjacent Property Owner Regarding Construction Traffic**

101 Mr. Earlywine stated he was waiting for a response to the CDD’s letter to QGS
 102 Development, Inc., requesting repair and restoration of areas damaged by construction traffic
 103 and for them to perform regular street sweeping.

104 **B. District Engineer: *Stantec***

105 **I. Update: Geotechnical Report on Silverado Roadway**

106 This item was presented following Item 6BII.

107 **II. Consideration of Cost Proposal for Preparation of 20-Year Stormwater**
 108 **Management Needs Analysis**

109 Ms. Stewart was working on the 24-page template and would present a proposal for
 110 preparation of the Report at the next meeting. This item was deferred.

- 111 ▪ **Update: Geotechnical Report on Silverado Roadway**

112 **This item, previously Item 6BI, was presented out of order.**

113 Ms. Stewart stated that the photographs were provided to the Geotechnical Engineer
114 but he was unable to inspect the area and provide a report, due to his heavy workload. She
115 would email any information received to Ms. Cerbone and Mr. Earlywine. Ms. Cerbone stated
116 interested homeowners were given roadway information on file with the CDD, as requested.

117 **III. Discussion: Request for Traffic Study for Additional Signage and Potential**
118 **Speed Limit Changes**

119 Ms. Stewart recalled the Silverado and Chapel Creek roadway connection discussed at
120 the last meeting. She reviewed the zoning requirements and the Traffic Study, which stipulated
121 some of the improvements required, including off-site intersection improvements, in order to
122 be able to move forward with their entitlements. The project is within the City of Zephyrhills
123 but it has Pasco County utilities so the water and waste water system is with Pasco County.

124 Ms. Cerbone asked if the temporary dead-end street would eventually become a
125 through road to alleviate traffic. Ms. Stewart replied affirmatively and read the Ordinance
126 Stipulation and conditions in the Silverado CDD Construction Plans, which states that the CDD is
127 obligated to work out the details of the connection. She noted rumors were that the Silverado
128 Developer had to negotiate with the Chapel Creek Developer to make the connection.

129 Ms. Cerbone asked what is involved in proceeding with the homeowners' request to
130 install additional signage in the CDD and to reduce speed limits. Ms. Stewart stated this request
131 is common and noted that the cost to engage an outside consultant to perform a Traffic Study
132 is about \$10,000. She provided a sample of the process, which entails measuring existing signs
133 individually to confirm they are up to code. This would need to be done along with the Traffic
134 Study to submit to the County for review before the County would consider entering into an
135 Agreement with the CDD for the Sherriff to commence patrols.

136

137 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**
138 **deferring this Agenda Item until the Board transitions to resident control and**
139 **that Board can further explore and budget for this item, was approved.**

140

141

142 **C. Operations Manager: Access Management**

143 Mr. Mazzoni stated that the transition of Mr. Ron Brown, as the HOA and new CDD Field
144 Operations Manager, would go into effect December 1, 2021. Mr. Brown has worked actively

145 for the CDD over the last six months, under his guidance, wrapping up “end of summer” repairs
146 at the Amenity Center. Mr. Mazzoni stated that he would email Mr. Brown’s contact
147 information to everyone and that he would continue to be a resource for the CDD, as his new
148 role is with Access Management.

149 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

150 **I. Resident Request to Seek Reimbursement from Lennar and D.R. Horton**
151 **Related to Sidewalk and Gutter Pan Damage**

152 Ms. Cerbone referred to Mr. Pollard’s emails and his belief that the prior District
153 Manager should have requested reimbursement from the prior Developers, D.R. Horton and
154 Lennar, for costs the CDD may have paid to repair all sidewalks, curbs and gutters that were
155 damaged during construction of the homes. She discussed the process for Staff to proceed with
156 taking action and found that there was no directive from the Board for Staff to take action, legal
157 or otherwise. Mr. Earlywine stated that, without any evidence tying the damages to a specific
158 vendor or homeowner, it is not appropriate for the CDD to take legal action.

159 Mr. Mazzoni discussed his December 2020 on-site meeting with Mr. Pollard and the
160 process of receiving directives from the Board to proceed with repairs. In the early part of the
161 year, he noticed D.R. Horton installing gutter pans throughout the CDD. He was not aware of
162 any invoicing received for gutter pans but he was aware of invoicing for sidewalk repairs
163 because he initiated proposals in March; one proposal was approved in May and the vendor
164 was paid in August. The Board, Staff and homeowners were encouraged to continue
165 monitoring these items, and take photographs of the offender causing damages and notify Mr.
166 Brown so that action can be taken.

167 As to Mr. Pollard’s inquiry, no further action is required on the matter.

168 **II. Update: Potential Mailbox Covering**

169 This item would remain on the agenda.

170 **III. NEXT MEETING DATE: December 17, 2021 at 10:00 A.M.**

171 **• QUORUM CHECK**

172 Ms. Cerbone reported that the Amenity Center would be temporarily unavailable to
173 conduct the December 2021 and January and February 2022 CDD meetings. The Board directed
174 Ms. Cerbone to change the meeting location to the New River Clubhouse and, if it is not
175 available for any of those dates, she should find an alternative location and advertise
176 accordingly, subject to the Chair’s approval. Mr. Demby stated he would not attend the

177 December meeting. Ms. Cerbone stated that the December meeting might be cancelled, if
178 there are no urgent matters to address.

179

180 **SEVENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

181

182 There were no Board Members' comments or requests.

183

184 **EIGHTH ORDER OF BUSINESS**

Public Comments

185

186 Mr. Pollard stated his understanding that the dead-end side street, north of Silverado,
187 was going to be a connective street with the property adjacent to the CDD and that the City of
188 Zephyrhills approved this. Ms. Cerbone replied affirmatively. Mr. Pollard stated he would
189 address this with the City Committee Board Members.

190 Mr. Pollard felt that the Board is not taking the homeowners' positions into account
191 when making decisions for the CDD and that the Board is "pawning off" the street lights and
192 speeding issues to the homeowners in another year. In his opinion, an \$8,000 traffic study to
193 lower the speed limit to 35 miles per hour (mph) and installing signs on side streets is
194 unnecessary. He advised the Board Members that, if something happens due to their inactivity,
195 he would seek legal action against each Board Member for what he perceives as neglect.

196 Mr. Diaz asked if lighting in the areas he mentioned earlier would be included on the
197 next agenda. Ms. Cerbone stated that all lighting was placed according to the construction
198 plans and no additional lighting is planned. Mr. Diaz felt that a lack of lighting was evident on
199 Halloween and voiced his opinion that those homeowners are being neglected, since the new
200 construction areas will have significantly more lighting than the rest of the neighborhood.

201 Mr. Demby stated he understood the frustrations but the Board has certain limitations
202 when making decisions based on the budget. He offered to pursue obtaining proposals for a
203 Traffic Study to consider at the next meeting and using fund balance to pay for it.

204 Mr. Earlywine addressed Mr. Pollard's earlier comment about switching out the traffic
205 signs, which would require a Traffic Study, acquiring permits and purchasing signs, which would
206 be costly. Regarding traffic lights, the County approved the lighting and engineering plans. If
207 homeowners want an additional level of service, it would be best for them to make those
208 decisions once they are appointed to the Board.

209 Ms. Cerbone stated she will work with Ms. Stewart and Mr. Brown to add Traffic Study
210 and Traffic Signage line items to the proposed Fiscal Year 2023 budget that would be presented
211 in April or May 2022. She noted there are no reserves available in the budget for lighting.

212 Resident Gizelle Madera-Rodriguez, who just joined the meeting, asked if they
213 addressed the bubbling issue on Stella Vast Drive. A Board Member stated the contractor was
214 expected to inspect before the end of year. Ms. Madera-Rodriguez expressed her concerns
215 about safety and discussed an incident that was due to a lack of lighting in the area.

216 Another resident, who just joined the meeting, had the same questions about the
217 condition of Stella Vast Drive. He asked when homeowners would be informed about the
218 inspection and if the CDD would address adding additional street lights. Ms. Cerbone stated
219 that an update would be presented at the next Board meeting.

220 Mr. Mazzone suggested homeowners not engage with individuals hanging out in cars or
221 in cars on the dead-end street and that they report it to the Sheriff. Typically, the County bases
222 its patrols on the number of incidents reported and would eventually add this area to their
223 patrol routes if there are enough calls.

224 Resident Takiyah Graham asked the Board to consider changing the meeting time to
225 later in the day to enable more residents to attend the meetings. She wanted to know where
226 the homeowners' money is spent and expressed her opinion that it is not reflected in the CDD,
227 specifically at the pool or in the landscaping. Ms. Cerbone explained that the Board selects the
228 meeting times and locations that are convenient for the Board, which is currently comprised of
229 Developers and Builders; however, that can change once the Board transitions to a resident
230 Board. She encouraged residents to contact her to request meeting audios and to review the
231 meeting minutes and Unaudited Financial Statements posted on the CDD website.

232 A Board Member stated that the costs to maintain the same level of service will
233 increase, due to cost of living; therefore, homeowners should expect assessments to increase
234 when they request additional improvements.

235

236 **NINTH ORDER OF BUSINESS**

Adjournment

237

238

239 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
240 **meeting adjourned at 11:01 a.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

18DII

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2021 <i>rescheduled to October 29, 2021</i>	Regular Meeting	10: 00 AM
October 29, 2021	Regular Meeting	10:00 AM
November 19, 2021*	Regular Meeting	10: 00 AM
December 17, 2021* CANCELED	Regular Meeting	10: 00 AM
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
January 28, 2022 CANCELED	Regular Meeting	10: 00 AM
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
February 25, 2022 CANCELED	Regular Meeting	10: 00 AM
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
March 25, 2022 CANCELED	Regular Meeting	10: 00 AM
April 22, 2022	Regular Meeting	10: 00 AM
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
May 27, 2022	Regular Meeting	10:00 AM
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
June 24, 2022	Regular Meeting	10:00 AM
July 22, 2022	Regular Meeting	10:00 AM
August 26, 2022	Public Hearing & Regular Meeting	10:00 AM
September 23, 2022	Regular Meeting	10:00 AM

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513