

# **SILVERADO**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**May 25, 2023**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**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**

May 18, 2023

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

Board of Supervisors  
Silverado Community Development District

**NOTE: Meeting Time**

Dear Board Members:

The Board of Supervisors of the Silverado Community Development District will hold a Regular Meeting on May 25, 2023 at 5:00 p.m., at the Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-05, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2023-06, Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Restated Rules of Procedure; and Providing an Effective Date
5. Consideration of Resolution 2023-07, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for an Effective Date
6. Consideration of Resolution 2023-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
7. Consideration of Juniper Landscaping of Florida, LLC, Proposals
  - A. No. 213561 New Landscape at Main Entrance
  - B. No. 216573 Annual Season Change Out
  - C. Storm Readiness Plan

- 8. Consideration of Proposal for Wi-Fi at the Pool Area
- 9. Consideration of Proposal for Monitoring and Reporting of Mitigation Areas A and B
- 10. Acceptance of Unaudited Financial Statements as of April 30, 2023
- 11. Approval of April 27, 2023 Regular Meeting Minutes
- 12. Staff Reports
  - A. District Counsel: *Kilinski | Van Wyk*
  - B. District Engineer: *Stantec*
  - C. Operations Manager: *Access Management*
  - D. District Manager: *Wrathell, Hunt & Associates, LLC*
    - 814 Registered Voters in District as of April 15, 2023
    - NEXT MEETING DATE: June 22, 2023 at 6:00 PM

○ QUORUM CHECK

SEAT 1	MICHAEL OZOROWSKY	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	THOMAS SMITH	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	LEE CHAMOFF	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MARTHA O'NEAL	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	FRANCISCO ALEXANDER	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 13. Public Comments
- 14. 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 Carbone*  
Cindy Carbone

District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 131 733 0895**

**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**RESOLUTION 2023-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 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, 2023, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); 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 2023/2024 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: \_\_\_\_\_

HOUR: \_\_\_\_\_

LOCATION: Zephyrhills Train Depot Museum  
39110 South Avenue (Depot Park)  
Zephyrhills, Florida 33542

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 25TH DAY OF MAY, 2023.**

ATTEST:

**SILVERADO COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT A: FY 2023/2024 Proposed Budget**



**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
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**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy - gross	\$ 754,540				\$ 903,452
Allowable discounts (4%)	(30,182)				(36,138)
Assessment levy - net	724,358	\$ 716,214	\$ 8,144	\$ 724,358	867,314
Developer funding	-	6,710	-	6,710	-
Total revenues	724,358	722,924	8,144	731,068	867,314
<b>EXPENDITURES</b>					
<b>Professional &amp; administration</b>					
Supervisors' fees and FICA	6,450	4,091	2,359	6,459	12,918
Management	48,000	24,000	24,000	48,000	48,000
Audit	3,350	-	3,350	3,350	3,450
Legal - general	25,000	10,641	14,359	25,000	25,000
Engineering	7,000	6,862	138	7,000	20,000
Telephone	200	100	100	200	200
Postage	500	45	455	500	500
Insurance	7,900	5,988	-	5,988	6,586
Printing and binding	500	250	250	500	500
Legal advertising	1,500	747	753	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	215	285	500	500
Meeting Room Rental	-	790	320	1,110	720
Security patrol	-	339	-	339	-
Debt administration					
Trustee	16,080	4,256	11,824	16,080	16,080
DSF accounting	5,500	2,750	2,750	5,500	5,500
Dissemination agent	3,000	1,500	1,500	3,000	3,000
Arbitrage rebate calculation	3,000	-	3,000	3,000	3,000
Total professional & Administration	129,570	63,454	65,653	129,116	148,544
<b>Field operations</b>					
Comprehensive field tech services	14,400	7,200	7,200	14,400	15,120
Amenity manager	-	-	-	-	25,300
Field ops accounting	5,000	2,500	2,500	5,000	6,000
Street pole lighting	99,600	39,050	51,030	90,080	110,500
Electricity (irrigation & pond pumps)	3,600	1,306	2,294	3,600	4,134

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
Landscaping maintenance	243,470	121,105	102,596	223,701	205,192
Landscape replenishment	5,000	600	4,400	5,000	20,000
Palms & tree trimming	15,000	612	14,388	15,000	15,000
Irrigation maintenance	5,000	3,483	14,500	17,983	10,000
Pond maintenance	35,000	20,557	14,443	35,000	38,000
Bush hog mowing	6,000	-	6,000	6,000	6,300
Fertilizer & mulch	20,880	15,415	5,465	20,880	18,000
Wetland maintenance	8,200	2,750	5,450	8,200	8,200
Storm readiness	-	-	-	-	5,000
Solid waste disposal	-	177	150	327	540
Pet waste removal	2,100	1,137	963	2,100	2,700
Property insurance	14,933	14,277	-	14,277	21,416
Signage	-	5,423	-	5,423	-
<i>Amenity center</i>					
Pool service contract	17,600	6,900	10,700	17,600	20,240
Pool maintenance & repairs	2,000	2,041	3,500	5,541	8,500
Pool resurfacing	-	-	-	-	54,000
Pool furniture	-	-	-	-	10,000
Pool permit	275	-	275	275	275
Flood insurance	2,800	-	2,800	2,800	4,200
Cleaning & maintenance	14,140	12,000	2,140	14,140	16,000
Internet	1,464	850	614	1,464	1,500
Electricity	10,620	4,712	5,908	10,620	12,197
Water	2,400	2,870	2,870	5,740	6,672
Pest control	1,440	480	960	1,440	1,440
Camera monitoring	3,600	3,356	244	3,600	3,600
Refuse service	1,000	-	500	500	1,000
Landscape maintenance - infill	5,000	-	1,500	1,500	5,000
Holiday Decorations	-	675	3,500	4,175	7,000
Contingency	-	-	-	-	25,000
Miscellaneous repairs & maintenance	10,000	1,700	3,000	4,700	10,000
<b>Total field operations</b>	<b>550,522</b>	<b>271,176</b>	<b>269,890</b>	<b>541,066</b>	<b>698,026</b>
<b>Other fees and charges</b>					
Property appraiser	175	-	175	175	175
Tax collector	15,091	14,322	769	15,091	18,069
<b>Total other fees and charges</b>	<b>15,266</b>	<b>14,322</b>	<b>944</b>	<b>15,266</b>	<b>18,244</b>
<b>Total expenditures</b>	<b>695,358</b>	<b>348,952</b>	<b>336,487</b>	<b>685,448</b>	<b>864,814</b>
Excess/(deficiency) of revenues over/(under) expenditures	29,000	373,972	(328,343)	45,620	2,500
Fund balance - beginning (unaudited)	182,585	192,389	566,361	192,389	238,009
Fund balance - ending (projected)					
Assigned					
Working capital	193,064	193,064	193,064	193,064	240,355
Unassigned	18,521	373,297	44,954	44,945	154
<b>Fund balance - ending (projected)</b>	<b>\$ 211,585</b>	<b>\$ 566,361</b>	<b>\$ 238,018</b>	<b>\$ 238,009</b>	<b>\$ 240,509</b>

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

**EXPENDITURES**

**Professional & administration**

Supervisors' fees and FICA	\$ 12,918
Statutory set at \$200 (plus applicable taxes) for each meeting of the Board of	
Management	48,000
<b>Wrathell, Hunt and Associates, LLC</b> 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.	
Audit	3,450
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.	
Legal - general	25,000
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.	
Engineering	20,000
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.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance	6,586
The District carries public officials liability and general liability insurance.	
Printing and binding	500
Letterhead, envelopes, copies, etc.	
Legal advertising	1,500
The District advertises in the Naples Daily News for monthly meetings, special meetings, public hearings, bidding, etc.	
Website hosting	705
ADA website compliance	210
Bank fees	
Accounting and administrative supplies.	
Meeting Room Rental	720
Annual district filing fee	175
Annual fee paid to the Florida Department of Community Affairs.	
Bank fees & contingency	500
Miscellaneous, automated AP routing unforeseen costs incurred throughout the year.	
<i>Debt administration</i>	
Trustee	16,080
Annual fee paid to U.S. Bank for the services provided as trustee, paying agent and registrar.	
DSF accounting	5,500
Dissemination agent	3,000

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

**EXPENDITURES (continued)**

Arbitrage rebate calculation	3,000
To ensure the District's compliance with tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
<b>Field operations</b>	
Comprehensive field tech services	15,120
Amenity manager	25,300
Field ops accounting	6,000
Street pole lighting	110,500
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 \$8,910 monthly)	
Electricity (irrigation & pond pumps)	4,134
6285 & 6010 Silverado Ranch Blvd well electricity, approximately \$300 per month.	
Landscaping maintenance	205,192
Base Price of \$205,192 is inclusive of fertilization.	
Landscape replenishment	20,000
Proposed number includes seasonal plant rotations throughout the year.	
Palms & tree trimming	15,000
Palm fronds cut back and seed pod removal.	
Irrigation maintenance	10,000
As needed repairs and maintenance (estimate)	
Pond maintenance	38,000
Ponds 1 - 24 at \$2641.68 monthly + additional maintenance	
Bush hog mowing	6,300
Larger areas of brush that cannot be maintained with traditional mowing services and require special care.	
Fertilizer & mulch	18,000
Pinestraw is \$12 a bale.	
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.	
Storm readiness	5,000
Solid waste disposal	540
Pet waste removal	2,700
Pick up and maintenance of 7 pet waste stations.	
Property insurance	21,416
<i>Amenity center</i>	
Pool service contract	20,240
Cleaning 7 days a week, 52 weeks (10% increase for FY23)	
Pool maintenance & repairs	8,500
Miscellaneous repairs as needed	
Pool resurfacing	54,000
Pool furniture	10,000
Pool permit	275
Florida Statutorily mandated	
Flood insurance	4,200
Cleaning & maintenance	16,000
4 day cleaning of clubhouse facilities and pressure wash 2x per month \$1,000 monthly (plus extra party clean up - \$154 x 6 = \$840)	

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

**EXPENDITURES (continued)**

Internet	1,500
Internet for amenity center entrance system (\$142 per month)	
Electricity	12,197
Historical average for 18 months is about \$1040 per month	
Water	6,672
6270 Silverado Ranch Pump Station. Average bill was \$87 monthly	
Pest control	1,440
Pest control services estimated at \$120 monthly	
Camera monitoring	3,600
General services provided with camera viewing by Ops. Mgr. Monitoring available at an	
Refuse service	1,000
Unexpected debris removal	
Landscape maintenance - infill	5,000
Infill planting yearly - 5,000	7,000
Holiday Decorations	
Contingency	25,000
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)	
<b>Other fees and charges</b>	
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.	18,069
Total expenditures	<u><u>\$ 864,814</u></u>

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2016A-1 BONDS  
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 60,192				\$ 60,192
Allowable discounts (4%)	(2,408)				(2,408)
Assessment levy: on-roll - net	57,784	\$ 57,135	\$ 649	\$ 57,784	57,784
Interest	-	2,198	-	2,198	-
Total revenues	<u>57,784</u>	<u>59,333</u>	<u>649</u>	<u>59,982</u>	<u>57,784</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	12,000	12,000	-	12,000	13,000
Principal prepayment	-	5,000	-	5,000	-
Interest	42,660	21,360	21,300	42,660	41,610
Total debt service	<u>54,660</u>	<u>38,360</u>	<u>21,300</u>	<u>59,660</u>	<u>54,610</u>
<b>Other fees &amp; charges</b>					
Tax collector	1,204	1,143	61	1,204	1,204
Total other fees & charges	<u>1,204</u>	<u>1,143</u>	<u>61</u>	<u>1,204</u>	<u>1,204</u>
Total expenditures	<u>55,864</u>	<u>39,503</u>	<u>21,361</u>	<u>60,864</u>	<u>55,814</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,920	19,830	(20,712)	(882)	1,970
Beginning fund balance (unaudited)	138,852	134,521	154,351	134,521	133,639
Ending fund balance (projected)	<u>\$140,772</u>	<u>\$154,351</u>	<u>\$133,639</u>	<u>\$ 133,639</u>	<u>135,609</u>
Use of fund balance					
Debt service reserve account balance (required)					(56,120)
Principal and interest expense - November 1, 2024					(34,610)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 44,879</u>



**Silverado**  
Community Development District  
Series 2016A-1

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2023	13,000.00	6.000%	21,000.00	34,000.00
05/01/2024		-	20,610.00	20,610.00
11/01/2024	14,000.00	6.000%	20,610.00	34,610.00
05/01/2025		-	20,190.00	20,190.00
11/01/2025	15,000.00	6.000%	20,190.00	35,190.00
05/01/2026		-	19,740.00	19,740.00
11/01/2026	15,000.00	6.000%	19,740.00	34,740.00
05/01/2027		-	19,290.00	19,290.00
11/01/2027	16,000.00	6.000%	19,290.00	35,290.00
05/01/2028		-	18,810.00	18,810.00
11/01/2028	17,000.00	6.000%	18,810.00	35,810.00
05/01/2029		-	18,300.00	18,300.00
11/01/2029	18,000.00	6.000%	18,300.00	36,300.00
05/01/2030		-	17,760.00	17,760.00
11/01/2030	19,000.00	6.000%	17,760.00	36,760.00
05/01/2031		-	17,190.00	17,190.00
11/01/2031	21,000.00	6.000%	17,190.00	38,190.00
05/01/2032		-	16,560.00	16,560.00
11/01/2032	22,000.00	6.000%	16,560.00	38,560.00
05/01/2033		-	15,900.00	15,900.00
11/01/2033	23,000.00	6.000%	15,900.00	38,900.00
05/01/2034		-	15,210.00	15,210.00
11/01/2034	20,000.00	6.000%	15,210.00	35,210.00
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
<b>Total</b>	<b>\$700,000.00</b>		<b>\$647,700.00</b>	<b>\$1,347,700.00</b>

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2017A-1  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 56,729				\$ 56,729
Allowable discounts (4%)	(2,269)				(2,269)
Assessment levy: on-roll - net	54,460	\$ 53,848	\$ 612	\$ 54,460	54,460
Interest	-	2,248	-	2,248	-
Total revenues & proceeds	54,460	56,096	612	56,708	54,460
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	10,000	10,000	-	10,000	15,000
Interest	37,800	18,900	18,900	37,800	36,925
Total debt service & cost of issuance	47,800	28,900	18,900	47,800	51,925
<b>Other fees &amp; charges</b>					
Tax collector	1,135	1,077	58	1,135	1,135
Total other fees & charges	1,135	1,077	58	1,135	1,135
Total expenditures	48,935	29,977	18,958	48,935	53,060
Excess/(deficiency) of revenues over/(under) expenditures	5,525	26,119	(18,346)	7,773	1,400
Beginning fund balance (unaudited)	131,366	132,026	158,145	132,026	139,799
Ending fund balance (projected)	<u>\$136,891</u>	<u>\$ 158,145</u>	<u>\$ 139,799</u>	<u>\$ 139,799</u>	<u>141,199</u>
Use of fund balance:					
Debt service reserve account balance					(53,325)
Principal and interest expense - November 1, 2024					(33,275)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 54,599</u>

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

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
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
<b>Total</b>	<b>685,000.00</b>		<b>572,300.00</b>	<b>1,257,300.00</b>

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2018A-1  
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 153,351				\$ 153,351
Allowable discounts (4%)	(6,134)				(6,134)
Assessment levy: on-roll - net	147,217	\$ 145,562	\$ 1,655	\$ 147,217	147,217
Interest	-	2,935	-	2,935	-
Total revenues & proceeds	147,217	148,497	1,655	150,152	147,217
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	35,000	35,000	-	35,000	35,000
Interest	105,275	53,075	52,200	105,275	103,525
Total debt service & cost of issuance	140,275	88,075	52,200	140,275	138,525
<b>Other fees &amp; charges</b>					
Tax collector	3,067	2,911	156	3,067	3,067
Total other fees & charges	3,067	2,911	156	3,067	3,067
Total expenditures	143,342	90,986	52,356	143,342	141,592
Excess/(deficiency) of revenues over/(under) expenditures	3,875	57,511	(50,701)	6,810	5,625
Beginning fund balance (unaudited)	172,415	173,718	-	173,718	180,528
Ending fund balance (projected)	\$ 176,290	\$ 231,229	\$ (50,701)	\$ 180,528	186,153
Use of fund balance:					
Debt service reserve account balance					(72,075)
Principal and interest expense - November 1, 2024					(91,325)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 22,753

**Silverado**

Community Development District

Special Assessment Bonds, Series 2018A-1

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
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
<b>Total</b>	<b>1,975,000.00</b>		<b>1,666,306.25</b>	<b>3,641,306.25</b>

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2018A-2 BONDS  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 120,441				\$ 120,441
Allowable discounts (4%)	(4,818)				(4,818)
Assessment levy: on-roll - net	115,623	\$ 114,327	\$ 1,296	\$ 115,623	115,623
Interest income	-	5,375	-	5,375	-
Total revenues	115,623	119,702	1,296	120,998	115,623
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	25,000	-	25,000	25,000	25,000
Interest	86,900	43,450	43,450	86,900	85,525
Total debt service	111,900	43,450	68,450	111,900	110,525
<b>Other fees &amp; charges</b>					
Tax collector	2,409	2,286	123	2,409	2,409
Total other fees & charges	2,409	2,286	123	2,409	2,409
Total expenditures	114,309	45,736	68,573	114,309	112,934
Excess/(deficiency) of revenues over/(under) expenditures	1,314	73,966	(67,277)	6,689	2,689
Beginning fund balance (unaudited)	301,759	303,239	377,205	303,239	309,928
Ending fund balance (projected)	<u>\$ 303,073</u>	<u>\$ 377,205</u>	<u>\$ 309,928</u>	<u>\$ 309,928</u>	<u>312,617</u>
Use of fund balance					
Debt service reserve account balance (required)					(252,638)
Interest expense - On-roll - November 1, 2024					(42,075)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 17,904</u>

## Silverado

Community Development District

Special Assessment Bonds, Series 2018A-2

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
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
<b>Total</b>	<b>\$1,555,000.00</b>		<b>\$1,420,925.00</b>	<b>\$2,975,925.00</b>

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

On-Roll Assessments					
	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
Series 2016A-1					
SF 55'	44	\$ 2,098.30	\$ 696.02	\$ 2,794.32	\$ 2,448.47
SF 60'/65'	36	2,250.90	821.31	3,072.21	2,701.21
	<u>80</u>				
Series 2017A-1					
SF 55'	51	2,098.30	684.64	2,782.94	2,437.09
SF 60'/65'	27	2,250.90	807.88	3,058.78	2,687.78
	<u>78</u>				
Series 2018A-1					
SF 50'	145	1,907.55	903.66	2,811.21	2,496.79
SF 60'/65'	19	2,250.90	1,174.76	3,425.66	3,054.66
	<u>164</u>				
Series 2018A-2					
SF 60'/65'	106	2,250.90	1,136.27	3,387.17	3,016.17
	<u>106</u>				
Prepaid Units					
SF 55'	1	2,098.30	-	2,098.30	1,752.45
SF 60'/65'	1	2,250.90	-	2,250.90	1,879.90
	<u>2</u>				
<b>Total</b>	<b>430</b>				



# **SILVERADO**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2023-06**

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

**WHEREAS**, 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 within Pasco County, Florida; and

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

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

**SECTION 1.** A Public Hearing will be held to adopt the District’s Restated Rules of Procedure on \_\_\_\_\_, 2023 at \_\_\_\_:\_\_\_\_ p.m., at \_\_\_\_\_.

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

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

**PASSED AND ADOPTED** this 25th day of May, 2023.

**ATTEST:**

**SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**RULES OF PROCEDURE  
SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_, 2023**

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**Rule 1.0      General.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 407-723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

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

Public comment  
Adjournment

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

and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

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

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

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

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

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



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

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
- (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
- (c) Support economical and efficient operations; and
- (d) Ensure reliability of financial records and reports; and
- (e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0      Rulemaking Proceedings.**

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

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

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

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

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

(11) Petitions to Challenge Existing Rules.

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

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

the District shall proceed, at the petitioner's written request, to process the petition.

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

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

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

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

**Rule 3.0 Competitive Purchase.**

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



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

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

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

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

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

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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



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

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

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

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

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



**Rule 3.3 Purchase of Insurance.**

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

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

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

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

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

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



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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
  - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
  - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request

for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

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

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

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

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

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

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

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

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

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

proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

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

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best



interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
  - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
  - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
    - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board,

for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to

submit evidence of compliance when required may be grounds for rejection of the proposal.

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

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

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

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

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

**Rule 3.7      Payment and Performance Bonds.**

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

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

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

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

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

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

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

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

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



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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
  - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

**Rule 3.9 Maintenance Services.**

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

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

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

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

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

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

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

**Rule 3.10 Contractual Services.**

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

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

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

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

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

(1)     Filing.

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

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

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



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

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

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

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

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

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2023, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

## RESOLUTION 2023-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SILVERADO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; 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*, being situated within the Pasco County, Florida; and

**WHEREAS**, section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

**WHEREAS**, the Board may establish monthly, quarterly, or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

**WHEREAS**, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

**WHEREAS**, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

**Section 1. Continuing Expenses:** The Board hereby authorizes the payment of invoices of continuing expenses that meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board.
2. The invoice must be pursuant to a contract or agreement authorized by the Board.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

4. The invoice amount will not cause payments to exceed the adopted budget of the District.

**Section 2. Non-Continuing Expenses:** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses that are: 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$5,000 - with approval of the District Manager;
2. Non-Continuing Expenses Exceeding \$10,000 - with approval of the District Manager and Chairperson of the Board.

**Section 3.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 25th day of May, 2023.

ATTEST:

**SILVERADO COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2023-08**

**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 2023/2024 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 2023/2024 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 25th day of May, 2023.

Attest:

**SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

<b>SILVERADO COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 26, 2023</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>November 16, 2023*</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>December 28, 2023</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>January 25, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>February 22, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>March 28, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>April 25, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>May 23, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>June 27, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>July 25, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>August 22, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>September 26, 2024</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>

**\*Exception**

*November meeting date is one week earlier to accommodate the Thanksgiving holiday*



**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7A**



**Proposal**

**Proposal No.:** 213561  
**Proposed Date:** 05/11/23

PROPERTY:	FOR:
Silverado CDD - Maintenance Alex Gormley 6270 Silverado Ranch Blvd Zephyrhills, FL 33541	New Landscape at main entrance

Juniper will like to propose to change the landscape look at the front entrance by adding more color.

Suspension Viburnum



Firebush



Arboricola



Summer sunset Jasmine



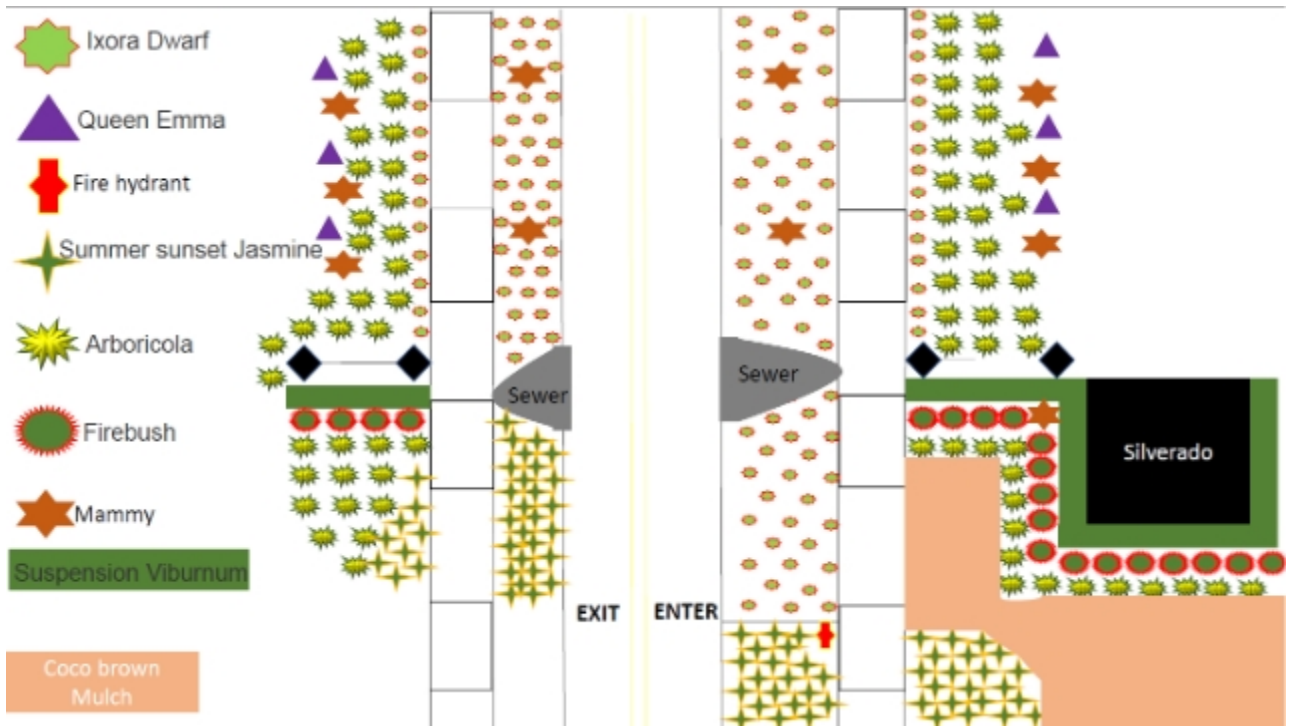
Ixora Dwarf



Queen Emma



Landscape Design



ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
<b>Plant Material</b>					<b>\$13,625.11</b>
Maintenance Division Labor	60.00	HR	\$55.00	\$3,300.00	
Summer Sunset Jasmine, 01 gallon - 01G	125.00	01g	\$9.17	\$1,145.75	
Trinette Arboricola, 03 gallon - 03G	122.00	03g	\$20.00	\$2,439.83	
Dwarf Ixora, 03 gallon - 03G	70.00	03g	\$23.33	\$1,633.22	
Firebush, 03 gallon - 03G	46.00	03g	\$16.67	\$766.61	
Suspensum Viburnum, 07 gallon - 07G	25.00	07g	\$60.00	\$1,499.90	
Queen Emma, 15 gallon - 15G	3.00	15g	\$133.32	\$399.97	
Brown Mulch 2 cu. ft.	140.00	EA	\$12.67	\$1,773.21	
Debris by the truck	2.00	1	\$333.31	\$666.62	
<b>Irrigation Enhancement</b>					<b>\$1,035.71</b>
Misc Irrigation Parts	1.00	EA	\$285.71	\$285.71	
Maintenance Division Labor	10.00	HR	\$75.00	\$750.00	
<b>Fuel Surcharge 3.0%</b>					<b>\$439.82</b>
Fuel Surcharge	14660.82	EA	\$0.03	\$439.82	

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**Total: \$15,100.64**

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

---

**Signature (Owner/Property Manager)**

---

**Date**

---

**Printed Name (Owner/Property Manager)**

---

**Signature - Representative**

---

**Date**

**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7B**



## Proposal

**Proposal No.:** 216573

**Proposed Date:** 05/11/23

PROPERTY:	FOR:
Silverado CDD - Maintenance Alex Gormley 6270 Silverado Ranch Blvd Zephyrhills, FL 33541	Annual season change out

Juniper would like to propose seasonal annual change out 4 times a year at 500 annuals.

We will be starting our next change out first week of June. That will be quarter 2 change out.

**Quarter 1** \$1,500.00

**Quarter 2** \$1,500.00

**Quarter 3** \$1,500.00

**Quarter 4** \$1,500.00

**Yearly** \$6,000.00

The new installs for the month of June will be

Salvia Farinacea Victoria Blue





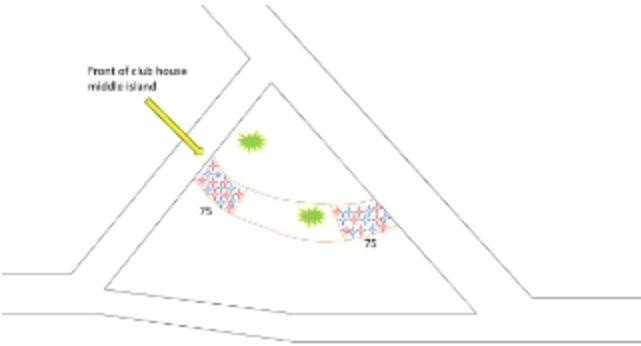
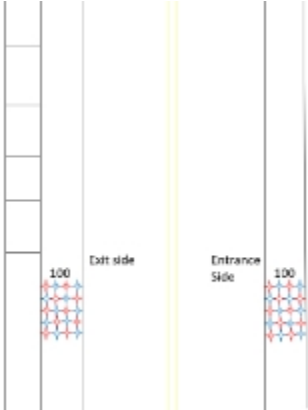
Penta White

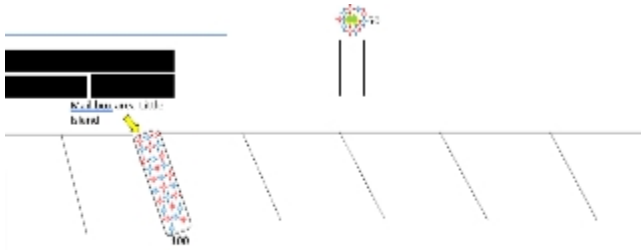


Penta red velvet



Here are the main areas I would like to place the annuals for great view.





ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
<b>Plant Material</b>					<b>\$1,500.00</b>
Q2 annual change	500.00	EA	\$3.00	\$1,500.00	
				<b>Total:</b>	<b>\$1,500.00</b>

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

\_\_\_\_\_  
**Signature (Owner/Property Manager)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name (Owner/Property Manager)**

\_\_\_\_\_  
**Signature - Representative**

\_\_\_\_\_  
**Date**

**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7C**



**Dear Property Owners & Representatives,**

Juniper prides itself on our storm response capabilities. We fully understand the dynamics involved after a storm and have prepared this storm readiness plan so you can too.

Juniper owns all our equipment. That means no waiting in line with the rest to rent critical equipment after the storm. Juniper employs over 2500 men and women in Florida, of which at least 750 are trained in the use of specialized heavy equipment, tree staking, and production site cleanup. That means our maintenance staff can focus on maintenance services with minimal interruption, and our trained storm response staff can execute an efficient and cost-effective clean-up.

Our storm readiness plan is a pre-executed agreement to commit people and equipment so we can effectively dispatch resources prior to and after the storm. Below is a list of our rates for this year and a summary of our scope of work. We encourage adequate "not to exceed" budgets based on historical data so work can continue through completion without interruption. Our staff will help adjust that value after a post-storm damage assessment and will track expenses weekly with an authorized representative of your own.

Dedicated to your safety,

Dan deMont- CRO

**Storm Response Rates:**

- **\$80.00/hour (All non-arborist functions)**
- **\$345.00/truck for debris hauling\***
- **\$110.00/hour for all Juniper owned equipment\*\***
- **\$65.00/tree staking kit (Standard)**
- **\$95.00/tree staking kit (Large)\*\*\***
- **\$3,300.00/day for arbor crew (3 person crew w/ all necessary arbor equipment)**

*\*Debris hauling based on a Juniper service truck. With larger cleanup efforts we can deploy larger debris hauling trucks to reduce expense. \*\*If larger equipment is needed, such as a heavy loader or crane, it will be quoted at damage assessment. \*\*\*In unique circumstances, additional staking may be required due to grade, tree species or size. This will be itemized and billed accordingly. Palms, in most circumstances, can be staked with the standard kit.*

**Pre-Storm Procedures:**

1. Stage equipment on site
2. Appoint first responders

**Post-Storm Procedures:**

1. Clearing roadways, exits and any obstructions preventing residents from leaving
2. Clearing debris off homes or property
3. Saving, re-standing and staking downed trees starting with the highest value specimens
4. Clearing debris off common spaces
5. Loss assessment, restoration planning and budgeting



# **SILVERADO**

## **COMMUNITY DEVELOPMENT DISTRICT**

**9**



**CLEMENTI ENVIRONMENTAL CONSULTING, LLC**

March 31, 2023

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

**RE: Proposal for Silverado Mitigation Areas A and B  
SWFWMD Permit 26719.011 and .013  
Annual Monitoring Report**

Attention: Jamie Sanchez, District Manager

Dear Jamie:

Thank you for the opportunity to provide this proposal to you.

**SCOPE OF WORK**

**Task 1.0 Mitigation Wetland Monitoring**

- 1.1 CEC will perform a monitoring event of these two areas consistent with the report submitted to Southwest Florida Water Management District (SWFWMD) in July 2022.

**Task 2.0 Monitoring Report**

- 2.1 CEC will complete and submit the annual monitoring report to SWFWMD.

**Responsibility of Client**

- Complete the attached Project/Proposal Acceptance Form.
- Provide complete access to the property e.g. keys or locks combinations for all gates.

**PROPOSED FEES**

Based on the knowledge and experience of the staff of CEC with wetland assessments, delineations and permitting, we propose the lump sum fee of \$2,750.0. The project will be billed on the completion of the report. Any work requested beyond this scope of



services will be billed on a time and materials basis according to the attached fee schedule. This proposal is valid for a period of 30 days from the date hereon, and maybe subject to change should the authorization to proceed not be received in this period.

**WORK SCHEDULE**

CEC is prepared to begin work on the project within two weeks after receiving written authorization to proceed. A Project/Proposal Acceptance form is attached for your review. Receipt of a signed copy of this form will authorize CEC to proceed. If you have any questions, please do not hesitate to call. Thank you for the opportunity to provide you this proposal.

Sincerely,



Rosanne G. Clementi  
Principal

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

File: proposals\silverado\2023monitoringproposal



CLEMENTI ENVIRONMENTAL CONSULTING, LLC

## PROPOSAL/PROJECT ACCEPTANCE FORM PROJECT INFORMATION:

Client Name Silverado CDD  
Project Name Mitigation Areas A and B  
Project Location Silverado Subdivision  
Proposal Date March 31, 2023  
Description of Services Mitigation Monitoring and Report  
Estimate Fee \$2,750.00

### PAYMENT RESPONSIBILITY:

Invoices to be paid by Silverado CDD c/o WH & Associates  
Address 2300 Glades Road #410W  
City/State Boca Raton, FL Zip Code 33431 Phone ( )  
Attention Jamie Sanchez Title \_\_\_\_\_ Fax ( )  
Email c/o: sanchezj@whassociates.com

### 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. Interest charges, 1-½% per month following the due date.

#### 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 \_\_\_\_\_

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Page 2 of 2

Please print or type of authorized representative and title \_\_\_\_\_



## 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 31<sup>st</sup> 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



**CLEMENTI ENVIRONMENTAL CONSULTING, LLC**

**CONFIDENTIAL SCHEDULE OF PROFESSIONAL FEES**

**A. 2023 Fees for Professional Services.**

	<u>RATES/\$PER HOUR</u>
Principal	250.00
GIS Technician	55.00
Environmental Auditor	165.00
Proj/Bio/Ecologist	125.00
Project Manager	60.00
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.



**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2023**

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2023**

	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
<b>ASSETS</b>							
Cash	\$ 668,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 668,143
Investments							
Revenue	-	99,486	105,388	159,984	125,922	-	490,780
Reserve	-	55,360	53,325	72,075	252,638	-	433,398
Prepayment	-	60	-	-	-	-	60
Due from Developer	2,792	-	-	-	-	-	2,792
Due from general fund	-	141	133	359	282	66,995	67,910
Utility deposit	2,881	-	-	-	-	-	2,881
Total assets	<u>\$ 673,816</u>	<u>\$155,047</u>	<u>\$158,846</u>	<u>\$232,418</u>	<u>\$378,842</u>	<u>\$ 66,995</u>	<u>\$ 1,665,964</u>
<b>LIABILITIES</b>							
Liabilities:							
Accounts payable	\$ 33,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,203
Due to debt service fund 2016A-1	141	-	-	-	-	-	141
Due to debt service fund 2017A-1	133	-	-	-	-	-	133
Due to debt service fund 2018A-1	359	-	-	-	-	-	359
Due to debt service fund 2018A-2	282	-	-	-	-	-	282
Due to capital projects fund 2018	66,995	-	-	-	-	-	66,995
Developer advance	10,372	-	-	-	-	-	10,372
Total liabilities	<u>111,485</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>111,485</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Deferred receipts	2,792	-	-	-	-	-	2,792
Total deferred inflows of resources	<u>2,792</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,792</u>
<b>FUND BALANCES</b>							
Restricted for							
Debt service	-	155,047	158,846	232,418	378,842	-	925,153
Capital projects	-	-	-	-	-	66,995	66,995
Assigned							
Working capital	193,064	-	-	-	-	-	193,064
Unassigned	366,475	-	-	-	-	-	366,475
Total fund balances	<u>559,539</u>	<u>155,047</u>	<u>158,846</u>	<u>232,418</u>	<u>378,842</u>	<u>66,995</u>	<u>1,551,687</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 673,816</u>	<u>\$155,047</u>	<u>\$158,846</u>	<u>\$232,418</u>	<u>\$378,842</u>	<u>\$ 66,995</u>	<u>\$ 1,665,964</u>

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
General fund revenues	\$ 1,804	\$ 718,018	\$ 724,358	99%
Developer funding	-	6,710	-	N/A
Total revenues	<u>1,804</u>	<u>724,728</u>	<u>724,358</u>	100%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
General administration				
Supervisors' fees and FICA	-	4,091	6,450	63%
Management consulting services	4,000	28,000	48,000	58%
Printing & Binding	42	292	500	58%
Telephone	17	117	200	59%
Other current charges	-	215	500	43%
Auditing services	-	-	3,350	0%
Postage	-	45	500	9%
Insurance	-	5,988	7,900	76%
Regulatory and permit fees	-	175	175	100%
Legal advertising	189	936	1,500	62%
Engineering	488	7,350	7,000	105%
Legal	4,359	15,000	25,000	60%
Website hosting	-	705	705	100%
ADA website compliance	-	-	210	0%
Meeting Room Rental	-	790	-	N/A
Security patrol	-	339	-	N/A
Debt administration				
Dissemination agent	250	1,750	3,000	58%
DSF Accounting	458	3,208	5,500	58%
Trustee fees	-	4,256	16,080	26%
Arbitrage rebate calculation	-	-	3,000	0%
Total professional & administrative	<u>9,803</u>	<u>73,257</u>	<u>129,570</u>	57%
<b>Field operations</b>				
Physical environment expenditures				
Streetpole lighting	8,042	47,092	99,600	47%
Electricity (irrigation & pond pumps)	550	1,856	3,600	52%

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
Landscaping maintenance	-	105,690	243,470	43%
Landscape replenishment	-	600	5,000	12%
Palms & tree trimming	-	612	15,000	4%
Irrigation maintenance	-	3,483	5,000	70%
Pond maintenance	2,721	23,278	35,000	67%
Bush hog mowing	-	-	6,000	0%
Fertilizer & mulch	-	15,415	20,880	74%
Property insurance	-	14,277	14,933	96%
Solid waste disposal	-	177	-	N/A
Comprehensive field tech services	-	7,200	14,400	50%
Field ops accounting	417	2,917	5,000	58%
Pet waste removal	241	1,378	2,100	66%
Signage	-	5,423	-	N/A
Wetland Maintenance	-	-	8,200	0%
<b>Amenity center</b>				
Pool service contract	1,150	8,050	17,600	46%
Pool maintenance & repairs	-	2,041	2,000	102%
Pool permit	-	-	275	0%
Flood insurance	-	-	2,800	0%
Cleaning & maintenance	1,000	13,000	14,140	92%
Internet	148	998	1,464	68%
Electricity	1,153	5,865	10,620	55%
Water	471	3,341	2,400	139%
Pest control	240	720	1,440	50%
Camera monitoring	664	4,020	3,600	112%
Refuse service	-	-	1,000	0%
Landscape maintenance - infill	-	-	5,000	0%
Holiday Decorations	-	675	-	N/A
Miscellaneous repairs & maintenance	155	1,855	10,000	19%
<b>Total field operations</b>	<b>16,952</b>	<b>269,963</b>	<b>550,522</b>	<b>49%</b>
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	175	0%
Tax collector	36	14,358	15,091	95%
<b>Total other fees &amp; charges</b>	<b>36</b>	<b>14,358</b>	<b>15,266</b>	<b>94%</b>
<b>Total expenditures</b>	<b>26,791</b>	<b>357,578</b>	<b>695,358</b>	<b>51%</b>
Excess/(deficiency) of revenues over/(under) expenditures	(24,987)	367,150	29,000	
Fund balances - beginning	584,526	192,389	182,585	
Fund balance - ending				
Assigned				
Working capital	193,064	193,064	193,064	
Unassigned	366,475	366,475	18,521	
Fund balances - ending	<b>\$ 559,539</b>	<b>\$ 559,539</b>	<b>\$ 211,585</b>	

**SILVERADO  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2016A-1 BONDS  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 144	\$ 57,278	\$ 57,784	99%
Interest	555	2,753	-	N/A
Total revenues	<u>699</u>	<u>60,031</u>	<u>57,784</u>	104%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	21,360	42,660	50%
Principal	-	12,000	12,000	100%
Principal prepayment	-	5,000	-	N/A
Total debt service	<u>-</u>	<u>38,360</u>	<u>54,660</u>	70%
<b>Other fees &amp; charges</b>				
Tax collector	3	1,145	1,204	95%
Total other fees and charges	<u>3</u>	<u>1,145</u>	<u>1,204</u>	95%
Total expenditures	<u>3</u>	<u>39,505</u>	<u>55,864</u>	71%
Excess/(deficiency) of revenues over/(under) expenditures	696	20,526	1,920	
Fund balances - beginning	154,351	134,521	142,608	
Fund balances - ending	<u>\$ 155,047</u>	<u>\$ 155,047</u>	<u>\$ 144,528</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 APRIL 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy	\$ 136	\$ 53,983	\$ 54,460	99%
Interest	568	2,817	-	N/A
Total revenues	<u>704</u>	<u>56,800</u>	<u>54,460</u>	104%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	18,900	37,800	50%
Principal	-	10,000	10,000	100%
Total debt service	<u>-</u>	<u>28,900</u>	<u>47,800</u>	60%
<b>Other fees &amp; charges</b>				
Tax collector	<u>3</u>	<u>1,080</u>	<u>1,135</u>	95%
Total other fees and charges	<u>3</u>	<u>1,080</u>	<u>1,135</u>	95%
Total expenditures	<u>3</u>	<u>29,980</u>	<u>48,935</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	701	26,820	5,525	
Fund balances - beginning	<u>158,145</u>	<u>132,026</u>	<u>131,174</u>	
Fund balances - ending	<u><u>\$ 158,846</u></u>	<u><u>\$ 158,846</u></u>	<u><u>\$ 136,699</u></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 APRIL 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy	\$ 366	\$ 145,928	\$ 147,217	99%
Interest	830	3,765	-	N/A
Total revenues	<u>1,196</u>	<u>149,693</u>	<u>147,217</u>	102%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	53,075	105,275	50%
Principal	-	35,000	35,000	100%
Total debt service	<u>-</u>	<u>88,075</u>	<u>140,275</u>	63%
<b>Other fees &amp; charges</b>				
Tax collector	7	2,918	3,067	95%
Total other fees and charges	<u>7</u>	<u>2,918</u>	<u>3,067</u>	95%
Total expenditures	<u>7</u>	<u>90,993</u>	<u>143,342</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	1,189	58,700	3,875	
Fund balances - beginning	231,229	173,718	169,615	
Fund balances - ending	<u>\$ 232,418</u>	<u>\$ 232,418</u>	<u>\$ 173,490</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 APRIL 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 288	\$ 114,615	\$ 115,623	99%
Interest	1,355	6,730	-	N/A
Total revenues	<u>1,643</u>	<u>121,345</u>	<u>115,623</u>	105%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	43,450	86,900	50%
Principal	-	-	25,000	0%
Total debt service	<u>-</u>	<u>43,450</u>	<u>111,900</u>	39%
<b>Other fees &amp; charges</b>				
Tax collector	6	2,292	2,409	95%
Total other fees and charges	<u>6</u>	<u>2,292</u>	<u>2,409</u>	95%
Total expenditures	<u>6</u>	<u>45,742</u>	<u>114,309</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	1,637	75,603	1,314	
Fund balances - beginning	377,205	303,239	301,759	
Fund balances - ending	<u>\$ 378,842</u>	<u>\$ 378,842</u>	<u>\$ 303,073</u>	

**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 APRIL 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Miscellaneous Income	\$ -	\$ 16,559
Total revenues	-	16,559
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	16,559
Fund balances - beginning	66,995	50,436
Fund balances - ending	\$ 66,995	\$ 66,995

**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Silverado Community Development District held a Regular Meeting on April 27, 2023 at 6:00 p.m., at the Zephyrhills Train Depot Museum, 39110 South Avenue, Zephyrhills, Florida 33542.

**Present were:**

Michael Ozorowsky	Chair
Francisco Alexander	Assistant Secretary
Martha O’Neal	Assistant Secretary
Lee Chamoff	Assistant Secretary

**Also present were:**

Jamie Sanchez	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates LLC (WHA)
Meredith Hammock	District Counsel
Alex Gormley	Access Management
Josh Burton & Angel Rivera	Juniper Landscaping of Florida, LLC (Juniper)
Edgar Caffyn	Resident
Bill Thagard	Resident
Ted Kaplan	Resident
Tom & Kelli Smith	Residents
Ron & Deb Manzione	Residents

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Sanchez called the meeting to order at 6:00 p.m. Supervisors Ozorowsky, Chamoff, O’Neal and Alexander were present, in person. One seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments**

A resident reported that the sprinkler head near the mailboxes is broken.

Resident Ted Kaplan asked why the bridges broke down so quickly and if substandard materials were used by the previous developer to construct them.

Resident Ron Manzione reported that a retention pond and a grassy area behind his home need to be maintained. Ms. Gormley will inspect the areas.

42 **THIRD ORDER OF BUSINESS**

**Consider Appointment of Qualified Elector  
to Fill Unexpired Term of Seat 2; Term  
Expires November 2026**

46 **A. Candidates**

47 **I. Edgar (Ted) Caffyn**

48 Mr. Caffyn cited the importance of keeping expenses down during difficult financial  
49 times and the opportunity to learn, participate and contribute to the Silverado community as  
50 his main reasons for wanting to serve on the CDD Board.

51 **II. Thomas J. Smith**

52 Mr. Smith cited prior experience serving on a Board, insurance industry familiarity, the  
53 importance of financial responsibility and his legal background as his main reasons for wanting  
54 to serve on the CDD Board.

55 Mr. Alexander nominated Mr. Smith to fill Seat 2. Ms. O’Neal nominated Mr. Caffyn to  
56 fill Seat 2. No other nominations were made.

57

**On MOTION by Mr. Alexander and seconded by Mr. Chamoff, with Mr. Alexander, Mr. Chamoff and Mr. Ozorowsky in favor, and Ms. O’Neal dissenting, appointment of Mr. Thomas J. Smith to Seat 2, was approved. (Motion passed 3-1)**

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**B. Administration of Oath of Office to Appointed Supervisor *(the following to be provided in a separate package)***

65 Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the  
66 Oath of Office to Mr. Smith. The following items were provided and briefly explained:

- 67 • **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 68 • **Membership, Obligations and Responsibilities**
- 69 • **Financial Disclosure Forms**
- 70 ○ **Form 1: Statement of Financial Interests**
- 71 ○ **Form 1X: Amendment to Form 1, Statement of Financial Interests**
- 72 ○ **Form 1F: Final Statement of Financial Interests**
- 73 • **Form 8B – Memorandum of Voting Conflict**
- 74
- 75

76 C. Consideration of Resolution 2023-04, Designating Certain Officers of the District and  
77 Providing for an Effective Date

78 Ms. Sanchez presented Resolution 2023-04. Mr. Chamoff nominated the following slate:

- 79 Michael Ozorowsky Chair
- 80 Thomas J. Smith Vice Chair
- 81 Lee Chamoff Assistant Secretary
- 82 Martha O’Neal Assistant Secretary
- 83 Francisco Alexander Jr. Assistant Secretary
- 84 Cindy Cerbone Assistant Secretary
- 85 Jamie Sanchez Assistant Secretary

86 No other nominations were made. Prior appointments by the Board for Secretary,  
87 Treasurer and Assistant Treasurer remain unaffected by this Resolution.

88

89 On MOTION by Mr. Chamoff and seconded by Mr. Alexander, with all in favor,  
90 Resolution 2023-04, Designating Certain Officers of the District, as nominated,  
91 and Providing for an Effective Date, was adopted.

92

93

94 **FOURTH ORDER OF BUSINESS**

**Update: Transition to Juniper Landscaping  
of Florida, LLC**

95

96

97 **A. Annuals**

98 **B. Pine Straw/Mulch**

99 **C. Maintenance/Beautification Recommendations**

100 Discussion ensued regarding design plans for the entrance, perennials, pool area  
101 landscaping, debris, pond maintenance, silt fence, mowing/mulching, quarterly flower costs,  
102 broken sprinklers, irrigation inspections and installing a flower bed at the entrance.

103 Ms. Hammock recommended Supervisors who want to tour should do so individually  
104 with Staff/vendor, not alone, due to potential insurance/ liability issues. The Board can appoint  
105 a liaison to tour with the vendor and Ms. Gormley and give an update at the next meeting. Ms.  
106 Sanchez stated the flower rotation proposal should be sent to Ms. Gormley. This will be  
107 included on the next agenda.

108 Regarding well repairs, Ms. Sanchez stated, as part of its contract, Juniper already  
109 completed the inspection and is presenting a proposal for repairs. Ms. Hammock stated the

110 proposal is part of the Agreement with the CDD, that Juniper will perform those services. If the  
111 well is beyond Juniper’s ability to repair, Staff will seek repair proposals from other vendors but  
112 the landscape vendor would typically be able to handle well repairs for the CDD.

113

114 **FIFTH ORDER OF BUSINESS**

**Consideration of Juniper Landscaping of  
115 Florida, LLC, Proposal 212949 for Initial  
116 Irrigation Inspection**

117

118 Ms. Sanchez presented Juniper Proposal 212949. A Board Member asked if the CDD is  
119 covered if the pump and motor need to be replaced. Mr. Burton stated he does not have the  
120 details; those items are under the manufacturer’s warranty.

121

122 **On MOTION by Mr. Alexander and seconded by Ms. O’Neal, with all in favor,  
123 Juniper Landscaping of Florida, LLC Proposal 212949 for Initial Irrigation  
124 Inspection, was approved.**

125

126

127 **SIXTH ORDER OF BUSINESS**

**Discussion/Consideration: Pool Area  
128 Action Items**

129

130 • **Proposals for Hotel Grade Pool Furniture**

131 Ms. Gormley presented the pool furniture proposals and reviewed the options, costs,  
132 availability and warranties. For consistency, she recommended purchasing what the CDD can  
133 afford and replacing all the pool furniture at one time instead of piecemeal.

134 Discussion ensued regarding the options, number of chairs needed, cost, shipping costs  
135 and a not to exceed amount.

136 A motion was made to purchase 20 Omega sling chairs in a total amount of \$5,200. The  
137 motion died due to lack of a second.

138 This item was tabled.

139

140 **SEVENTH ORDER OF BUSINESS**

**Consideration of Patriot Amenity Services  
141 Group, LLC Estimates**

142

143 **A. Bridge Repair**

144 Ms. Gormley presented the Patriot Amenity Services Group, LLC Estimate for bridge  
145 repairs. The expense would be funded from the Construction Fund.

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**On MOTION by Mr. Chamoff and seconded by Mr. Alexander, with all in favor, the Patriot Amenity Services Group, LLC Estimate for bridge dismantling and removal, in the amount of for \$7,500, was approved.**

**B. Installation of Electrical Outlet for Entry Monument Lighting**

**On MOTION by Mr. Alexander and seconded by Ms. O’Neal, with all in favor, the Patriot Amenity Services Group, LLC Estimate to install an electrical outlet for lighting at the entry monument, in the amount of \$1,250, if able to use bond funds, was approved.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Proposals/Estimates for Holiday Lighting**

- A. Decorating Elves**
- B. Patriot Amenity Services Group, LLC**
- C. Trimmers Holiday Decor Tampa, Estimate #652**

A Board Member recalled discussion about appointing volunteers to decorate and creating a liability waiver. The Board Member suggested using the volunteers and reconsidering the proposals next year. The consensus was to approve using volunteers to decorate the CDD.

Ms. Sanchez stated every volunteer event must be on an agenda for Board approval and If a Board Member can volunteer, only one Board Member may attend a volunteer event.

This item will be temporarily removed from the agenda.

**NINTH ORDER OF BUSINESS**

**Consideration of 2023 Proposed Community Event Approval Requests**

Ms. Sanchez presented the 2023 Proposed Community Event Approval Requests, which were transmitted by Valerie Velazquez at Access Management.

Discussion ensued regarding the slate of community events, changing venues, occupancy requirements, noise ordinances, parking issues and golf cart rentals.

**On MOTION by Mr. Alexander and seconded by Mr. Ozorowsky, with all in favor, the 2023 Proposed Community Event Requests, subject to finalizing the event details and meeting the terms of the agreements, were approved.**



185 TENTH ORDER OF BUSINESS Acceptance of Unaudited Financial  
186 Statements  
187

188 A. as of February 28, 2023

189 This item was removed.

190 B. as of March 31, 2023

191 Discussion ensued regarding the "Camera monitoring" and "Holiday decorations" line  
192 items, a 10% insurance increase, pet waste removal and surplus for road repairs.

193

194 **On MOTION by Ms. O’Neal and seconded by Mr. Alexander, with all in favor,**  
195 **the Unaudited Financial Statements as of March 31, 2023, were accepted.**

196

197

198 ELEVENTH ORDER OF BUSINESS Approval of Minutes

199

200 A. February 23, 2023 Regular Meeting

201 This item was removed.

202 B. March 23, 2023 Workshop

203 C. March 23, 2023 Regular Meeting

204

205 **On MOTION by Ms. O’Neal and seconded by Mr. Chamoff, with all in favor, the**  
206 **March 23, 2023 Workshop and March 23, 2023 Regular Meeting Minutes, as**  
207 **presented, were approved.**

208

209

210 ▪ Fiscal Year 2024 Budget Discussion

211 This item was an addition to the agenda.

212 Ms. Cerbone stated the CDD’s insurance carrier advised that there will be a 50%  
213 increase in insurance in 2024. She discussed the Field Ops amounts, Juniper, adding pool  
214 furniture and resurfacing line items, allotting \$1,500 to add wi-fi, bridge repairs, the  
215 Construction Fund and remaining bond funds. Board Members should email their budget  
216 requests to Management by May 15, 2023.

217 Discussion ensued regarding mailbox coverings, the Board’s Wish List, engineering and  
218 legal fees, parking lot expansion, parking and towing rules, the HOA and "No Trespass" signage.

219

220 TWELFTH ORDER OF BUSINESS Staff Reports

221

222 A. District Counsel: *Kilinski | Van Wyk*

223 B. District Engineer: *Stantec*

224 There were no District Counsel or District Engineer reports.

225 C. Operations Manager: *Access Management*

226 Ms. Gormley stated the CDD will be refunded \$1,916 for unwanted signage. Once  
227 received, Access Management will pay the vendor to remove “No Trespassing” signage. There  
228 will be a 20-year warranty on the remaining 24 alligator signs that the CDD already paid for.

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

230 • \_\_\_ Registered Voters in District as of April 15, 2023

231 • NEXT MEETING DATE: May 25, 2023 at 6:00 PM

232 ○ QUORUM CHECK

233

234 THIRTEENTH ORDER OF BUSINESS

Board Members’ Comments/Requests

235

236 • Board Member Suggested CDD Projects “aka” Wish List

237 This item will remain on the agenda.

238 • Community Pool Concerns

239

240 FOURTEENTH ORDER OF BUSINESS

Public Comments

241

242 A resident asked about pool key fobs. Ms. O’Neal stated replacement fobs are being  
243 made available; when a property is rented, the anticipation is that the property owner will give  
244 their fobs to the tenant for the term of the lease.

245 Mr. Chamoff asked about changing the meeting start time from 6:00 p.m. to 5:00 p.m.

246

247 **On MOTION by Mr. Chamoff and seconded by Mr. Alexander, with all in favor,**  
248 **changing the May meeting start time from 6:00 p.m. to 5:00 p.m., pending**  
249 **approval from the meeting location, was approved.**

250

251

252 FIFTEENTH ORDER OF BUSINESS

Adjournment

253

254

255 **On MOTION by Mr. Chamoff and seconded by Ms. O’Neal, with all in favor, the**  
256 **meeting adjourned at 8:23 p.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**SILVERADO**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**



**Brian E. Corley**  
**Supervisor of Elections**  
PO Box 300  
Dade City FL 33526-0300

**1-800-851-8754**  
**[www.pascovotes.gov](http://www.pascovotes.gov)**

April 26, 2023

Daphne Gillyard, Director  
Wrathell, Hunt and Associates, LLC  
2300 Glades Rd Suite 410W  
Boca Raton FL 33431

Dear Daphne Gillyard:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2023.

• Abbott Square Community Development District	85
• Avalon Park West Community Development District	193
• Heritage Pines Community Development District	2,034
• Parkview at Long Lake Ranch Community Development District	236
• PTC Community Development District	3
• Silverado Community Development District	814
• Summerstone Community Development District	347
• Towns at Woodsdale Community Development District	0
• TSR Community Development District	4,831
• Westwood of Pasco Community Development District	0
• Whispering Pines Community Development District	0
• Woodcreek Community Development District	0

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood  
Chief Administrative Officer

East Pasco - Dade City (352) 521-4302  
Central Pasco - Land O' Lakes (813) 929-2788  
West Pasco - New Port Richey (727) 847-8162

## SILVERADO COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

#### LOCATION

*Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545*  
*<sup>1</sup>Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
<b>October 28, 2022 CANCELED</b>	Regular Meeting	10:00 AM
<b>November 29, 2022*</b>	Landowners' Meeting & Regular Meeting	10:00 AM
<b>January 27, 2023</b> <i>rescheduled to January 26, 2023</i>	Regular Meeting	10:00 AM
<b>January 26, 2023<sup>1</sup></b>	Regular Meeting	6:00 PM
<b>February 24 2023</b> <i>rescheduled to February 23, 2023</i>	Regular Meeting	10:00 AM
<b>February 23, 2023<sup>1</sup></b>	Regular Meeting	6:00 PM
<b>March 24, 2023</b> <i>rescheduled to March 23, 2023</i>	Regular Meeting	10:00 AM
<b>March 23, 2023<sup>1</sup></b>	Workshop	5:00 PM
<b>March 23, 2023<sup>1</sup></b>	Regular Meeting	5:00 PM**
<b>April 28, 2023</b> <i>rescheduled to April 27, 2023</i>	Regular Meeting	10:00 AM
<b>April 27, 2023<sup>1</sup></b>	Regular Meeting	6:00 PM
<b>May 26, 2023</b> <i>rescheduled to May 25, 2023</i>	Regular Meeting	10:00 AM
<b>May 25, 2023<sup>1</sup></b>	Regular Meeting	5:00 PM
<b>June 23, 2023</b> <i>rescheduled to June 22, 2023</i>	Regular Meeting	10:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
<b>June 22, 2023<sup>1</sup></b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>July 28, 2023</b> <i>rescheduled to July 27, 2023</i>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 27, 2023<sup>1</sup></b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>August 25, 2023</b> <i>rescheduled to August 24, 2023</i>	<b>Public Hearing &amp; Regular Meeting</b>	<b>10:00 AM</b>
<b>August 24, 2023<sup>1</sup></b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>September 22, 2023</b> <i>rescheduled to September 28, 2023</i>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>September 28, 2023<sup>1</sup></b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>CALL-IN NUMBER: 1-888-354-0094</b>		
<b>PARTICIPANT PASSCODE: 801 901 3513</b>		

**Exceptions:**

*\*November meeting date changed to accommodate Thanksgiving Holiday*

*\*\*March 23, 2023 meeting will convene immediately following adjournment of Workshop*