

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

March 28, 2024

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

March 21, 2024

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

Board of Supervisors
Silverado Community Development District

Dear Board Members:

The Board of Supervisors of the Silverado Community Development District will hold a Regular Meeting on March 28, 2024 at 6:00 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. Acceptance of Resignation of Supervisor Martha O’Neal [Seat 4]
4. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 2024*
 - Administration of Oath of Office (*the following will also be provided in a separate package*)
 - A. Memorandum Regarding Required Ethics Training and Disclosure Filing
 - B. Sample Form 1 2023/Instructions
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Membership, Obligations and Responsibilities
 - E. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2024-02, Appointing and Removing Officers of the District and Providing for an Effective Date
6. Discussion Items
 - A. Electric Bill Solar Options
 - B. Relocation of Sprinkler Heads
 - C. Mowing Services
7. Consideration of Proposals/Quotes/Estimates

- A. Juniper Landscaping of Florida, LLC Proposals
 - I. No. 256224 [January 2024 Wet Check Diagnostic \$360]
 - II. No. 256224 [February Wet Check Repairs Needed \$678.74]
- B. Janitorial Services
 - I. Catherinne ProCleaners, LLC Proposal [Cleaning Amenity Center \$16,350]
 - II. Florida Brother's Maintenance & Repair, LLC Estimate 1151 [Annual Janitorial Services \$14,984.55]
 - III. H2 Lagoon Solutions Proposal 11022023 B [Janitorial Services \$7,680]
- C. Pressure Washing
 - I. Florida Brother's Maintenance & Repair, LLC Estimate 1157 [Pressure Wash Clubhouse \$4,915]
 - II. Breeze Home Estimate #SCDD382024 [Pressure Wash Clubhouse \$4,250]
- D. Amenity Improvements
 - I. Florida Brother's Maintenance & Repair, LLC Estimates
 - a. 1268 [Remove/Replace Damaged Entrance Roof Pillars \$2,318.72]
 - b. 1243 [Repair Street Sign \$75]
 - c. 1237 [Sign Installation \$184]
 - II. Sign Solutions of Tampa Bay, Inc. Estimate 24246 [Sign Installation \$305]
 - III. Consolidated Land Services, Inc. Estimate #00000199 [Control Structure Repair \$5,874.91]
 - IV. Breeze Home Estimate #SCDD013024C [Replace and Install Bench \$1,200]
 - V. Roadway Concepts Estimate #BH 2.0 [Top Patch \$4,800]
 - VI. Roadway Concepts Estimate #320CP [Top Patch \$1,427.50]
 - VII. Streetleaf Lighting Design Technical Proposal
- E. Holiday Lighting
 - I. Anthony's Tampa Bay Pressure Washing DBA Trimmers Holiday Decor Tampa Estimate #652 [Entrance and Clubhouse \$5,625]
 - II. American Illuminations & Decor Estimate #344 [Entrance and Clubhouse \$5,500]
- F. Reserve Study Proposals
 - I. Dreux Isaac & Associates, Inc. [First Time \$8,400]

- II. Reserve Advisors, LLC [Level I \$6,200]
- G. Painting of Bathrooms
 - I. Breeze Homes Estimate SCDD3202024
 - Floors \$1,125
 - Walls \$975
 - II. Vice Painting, LLC
 - Floors \$1,285
 - Walls \$975
 - III. Florida Brother's Maintenance & Repair, LLC
 - Estimate 1245 Floors \$1,355
 - Estimate 1261 Walls \$1,110
- 8. Consideration of Resolution 2024-03, Designating the Primary Administrative Office of the District and Providing an Effective Date
- 9. Consideration of Resolution 2024-04, Designating the Location of the Local District Records Office and Providing an Effective Date
- 10. Update: SOLitude Lake Management, LLC Service Reports
- 11. Acceptance of Unaudited Financial Statements as of February 29, 2024
- 12. Approval of January 25, 2024 Regular Meeting Minutes
- 13. Board Member Comments
 - Easter Egg Hunt
- 14. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk*
 - Settlement Agreement
 - B. District Engineer: *Stantec*
 - C. Operations Manager: *Breeze Home*
 - Inspection Report
 - D. District Manager: *Wrathell, Hunt & Associates, LLC*
 - Sunshine Law Refresher

- NEXT MEETING DATE: April 25, 2024 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		<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

15. Public Comments

16. Adjournment

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

Sincerely,



Jamie Sanchez
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

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February 13, 2024

Board of Silverado Community District,

Effective today, February 13, 2024. I am resigning from my board seat. My family and I have enjoyed being part of the Silverado Community. We have moved out of state, and I can no longer continue my duties for the board.

Sincerely,

Martha O'Neal

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

4A



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors

From: Kilinski | Van Wyk PLLC

Date: January 5, 2024

Re: Updates and Reminders: Ethics Training for Special District Supervisors and Form 1

As a follow up to our communication in July of 2023, the purpose of this memorandum is to remind our clients of new ethics training requirements applicable to Special District Supervisors. This requirement is the result of changes to Section 112.3142, *Florida Statutes*, which were passed during the 2023 Legislative Session. **The new requirements will apply in 2024.**

What is required and when is the deadline?

Supervisors will be required to complete four (4) hours of training each calendar year. For those Supervisors seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. The training must address, at a minimum, Article II of the State Constitution, the Code of Ethics for Public Officers and Employees, and Florida's public records and open meetings laws. It may be completed by taking a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required information is covered. Compliance will be reported on Form 1 each year.

Where can I find training materials?

The Florida Commission on Ethics has provided links to on-demand courses on their Ethics Training web page: <https://ethics.state.fl.us/Training/Training.aspx>. There are also many courses – both free and for a charge – available online and in-person. Kilinski | Van Wyk will be offering customized training sessions for existing clients upon request. If you have questions about whether a particular course meets the requirements, or if you would like to request a customized training session, please consult your Kilinski | Van Wyk attorney. There may also be the ability to include training within your existing Board meeting schedule.

Form 1 Submittal Changes.

Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. Please see detailed directions on filing here: <https://ethics.state.fl.us/>. Please note that Special District Supervisors are not required to file Form 6.

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

4B

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

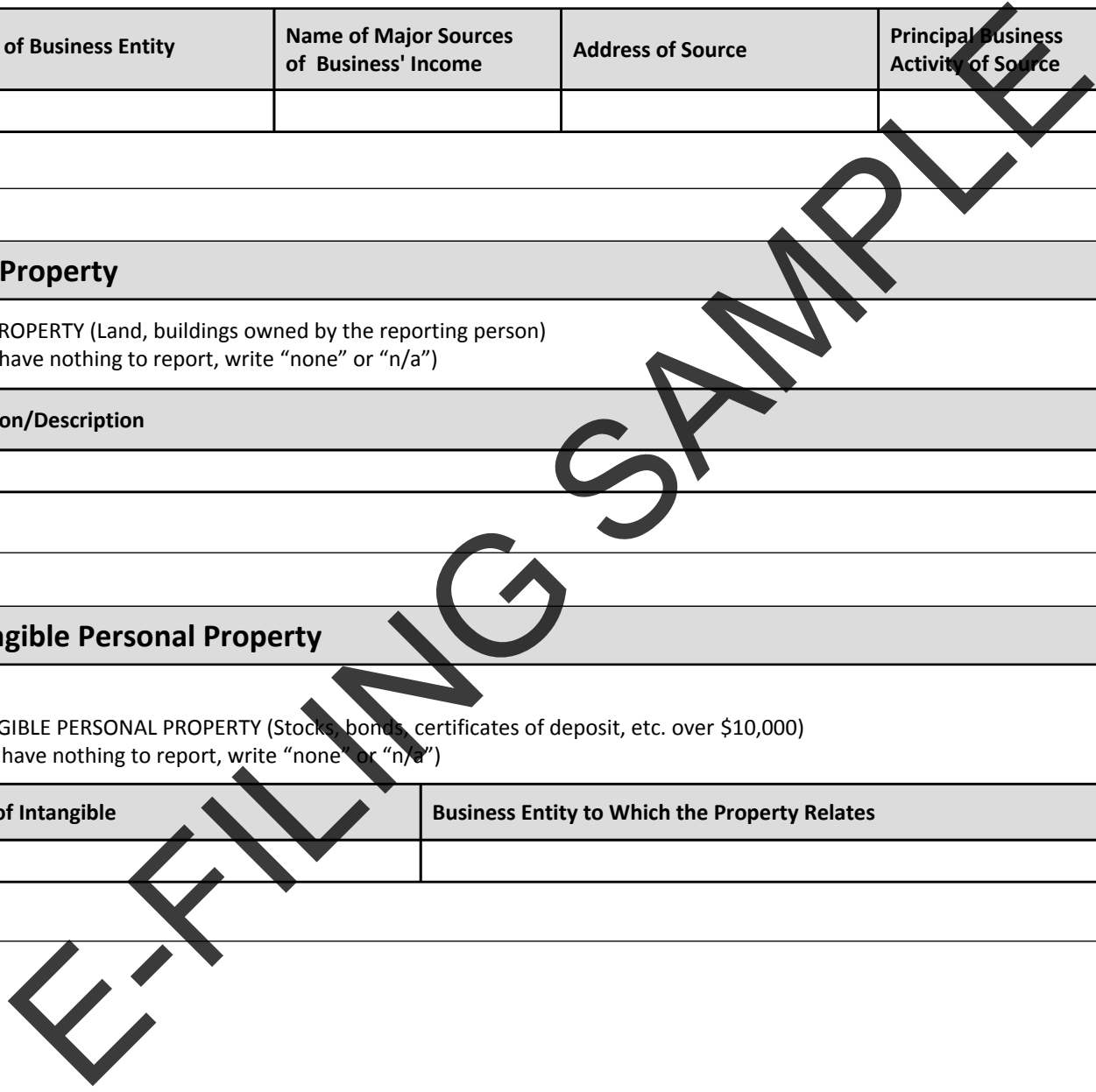
REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates



2023 Form 1 - Statement of Financial Interests

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILING SAMPLE

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 - Statement of Financial Interests

Filed with COE: 01/05/2024

General Information

Name: Mr Thomas Dean Zimmerman

Address: 6233 Dolostone Drive, Lakeland, FL 33811

PID 305031

County: Polk

AGENCY INFORMATION

Organization	Suborganization	Title
Towne Park Community Development District	Board of Supervisors	Assistant Secretary

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity
DFAS	8899 E 56th Street, Indianapolis, IN	Military Retired Pay
Social Security Administration	550 Commerce Dr., Lakeland FL 33813	Social Security Retired Pay

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source
N/A			

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/Description
N/A

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates
Mutual Funds	Edward Jones
401K	General Dynamics Information Technology

Liabilities

LIABILITIES (Major debts valued over \$10,000):
 (If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor
Lakeview Flagstar Bank	PO Box 619063, Dallas, TX 75261-9063

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
 (If you have nothing to report, write "none" or "n/a")

Business Entity # 1
N/A

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Thomas Dean Zimmerman

Digitally signed: 01/05/2024

Filed with COE: 01/05/2024

2023 Form 1 Instructions Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

4C

FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2024

State of Florida
COMMISSION ON ETHICS

Ashley Lukis, *Chair*
Tallahassee

Michelle Anchors, *Vice Chair*
Fort Walton Beach

William P. Cervone
Gainesville

Tina Descovich
Indialantic

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.]

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. *FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. *Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. *Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. *Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. *Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. *How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. *How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. *Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. *Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. *Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

4D

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District (“District”) is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District (“District”) is governed by a five (5)-member Board of Supervisors (“Board”). Member of the Board “Supervisor(s)” are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis (“landowner voting”) or through traditional elections (“resident voting”), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

4E

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-02

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

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

WHEREAS, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

SECTION 1. The following is/are appointed as Officer(s) of the District effective March 28, 2024:

_____ is appointed Chair

_____ is appointed Vice Chair

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of March 28, 2024:

Martha O’Neal Assistant Secretary

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Jamie Sanchez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 28TH DAY OF MARCH, 2024.

ATTEST:

**SILVERADO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

6A

DE Contact: Laura Stapleton <laura.stapleton@duke-energy.com>
Address: 3300 Exchange Place Lake Mary, FL 32746
Phone: 407.942.9205

WR 52564385

February 2, 2024

Project Details	
Customer:	SILVERADO COMM DEV DISTRICT
Account:	910082890215
Premise:	520667423
Site:	ZEPHYRHILLS, EILAND BLVD - SILVERADO PH1
Contact:	Angie Lynch <angie@breezehome.com>
Phone:	813.732.5468

Scope of Request
REMOVE: 100W HPS Monticello light fixtures
REMOVE: 100W HPS Biscayne light fixtures
INSTALL: 50W LED Monticello light fixtures
Existing Poles to Remain
<i>Note: Quantities & Wattages subject to Field Verification</i>

EXISTING INVENTORY

Quantity	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Monthly Charge	Maint.	Fuel & Energy	Unit Total	
20	100W HPS MONTICELLO BLK S49PM	\$12.59	\$1.84	\$4.44	\$18.87	\$377.40
14	100W HPS BISCAYNE S49PY	\$13.21	\$1.84	\$4.44	\$19.49	\$272.86
2	50W LED Monticello 3K Type III L17BLT3	\$17.49	\$1.39	\$1.54	\$20.42	\$40.84
					\$0.00	\$0.00
36	16' VICTORIAN II SNGL GRAY P499	\$12.49	\$0.00	\$0.00	\$12.49	\$449.64
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
	Fixture & Pole Charge, Maintenance, F&E Totals:	\$921.36	\$65.34	\$154.04		
Existing Estimated Monthly Rates						\$1,140.74

PROPOSED INVENTORY

Quantity	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Monthly Charge	Maint.	Fuel & Energy	Unit Total	
36	50W LED Monticello 3K Type III L17BLT3	\$17.49	\$1.39	\$1.54	\$20.42	\$735.12
					\$0.00	\$0.00
36	16' VICTORIAN II SNGL GRAY P499	\$12.49	\$0.00	\$0.00	\$12.49	\$449.64
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
	Fixture & Pole Charge, Maintenance, F&E Totals:	\$1,079.28	\$50.04	\$55.44		
Proposed Estimated Monthly Rates						\$1,184.76

Monthly rates are subject to tariff rate changes as per LS-1 Rate Schedule

Estimates valid for 30 days and subject to change.

◇ CIAC ONE TIME PAYMENT	\$0.00
* MLDF MONTHLY PAYMENT	\$0.00

Estimated Monthly Rates excludes any applicable taxes, franchise fees or customer charges.

◇ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this estimate and payment is due before the work can be released to scheduling of construction.

OR

* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.08% of the Underground or Overhead Service feed and pole installation.

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this estimate. Do not remit payment with this form.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature _____

Date _____

(Please sign and date to approve this estimate and return via email or the mailing address above)

DE Contact: Laura Stapleton <laura.stapleton@duke-energy.com>
Address: 3300 Exchange Place Lake Mary, FL 32746
Phone: 407.942.9205

WR 52564805

February 2, 2024

Project Details	
Customer:	SILVERADO COMM DEV DISTRICT
Account:	910082939405
Premise:	5206756377
Site:	ZEPHYRHILLS, SILVERADO RANCH BLVD - SILVERADO PH 7
Contact:	Angie Lynch <angie@breezehome.com>
Phone:	813.732.5468

Scope of Request
REMOVE: 100W HPS Monticello light fixtures
INSTALL: 50W LED Monticello light fixtures
Existing Poles to Remain
<i>Note: Quantities & Wattages subject to Field Verification</i>

EXISTING INVENTORY

Quantity	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Monthly Charge	Maint.	Fuel & Energy	Unit Total	
10	100W HPS MONTICELLO BLK S49PM	\$12.59	\$1.84	\$4.44	\$18.87	\$188.70
					\$0.00	\$0.00
10	16' VICTORIAN II SNGL GRAY P499	\$12.49	\$0.00	\$0.00	\$12.49	\$124.90
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
	Fixture & Pole Charge, Maintenance, F&E Totals:	\$250.80	\$18.40	\$44.40		
Existing Estimated Monthly Rates						\$313.60

PROPOSED INVENTORY

Quantity	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Monthly Charge	Maint.	Fuel & Energy	Unit Total	
10	50W LED Monticello 3K Type III L17BLT3	\$17.49	\$1.39	\$1.54	\$20.42	\$204.20
					\$0.00	\$0.00
10	16' VICTORIAN II SNGL GRAY P499	\$12.49	\$0.00	\$0.00	\$12.49	\$124.90
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
	Fixture & Pole Charge, Maintenance, F&E Totals:	\$299.80	\$13.90	\$15.40		
Proposed Estimated Monthly Rates						\$329.10

Monthly rates are subject to tariff rate changes as per LS-1 Rate Schedule

Estimates valid for 30 days and subject to change.

◇ CIAC ONE TIME PAYMENT	\$0.00
* MLDF MONTHLY PAYMENT	\$0.00

Estimated Monthly Rates excludes any applicable taxes, franchise fees or customer charges.

◇ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this estimate and payment is due before the work can be released to scheduling of construction.

OR

* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.08% of the Underground or Overhead Service feed and pole installation.

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this estimate. Do not remit payment with this form.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature _____ Date _____
 (Please sign and date to approve this estimate and return via email or the mailing address above)

Outdoor Lighting



MONTICELLO LED

LED (Light-emitting diode)	50 watts
Mounting height	12'
Color	Black
Pole	Aluminum Colonial concrete Victorian concrete Washington concrete
Applications	Neighborhoods Parks Shopping centers Streets

Light source: LED (*white*)

Wattage: 50 watts

Lumens: 4,646

Light pattern: IESNA Type III, IESNA Type V

IESNA cutoff classification: Semi-cutoff

BUG rating: Type III B2U3G3 | Type V B3U3G3

Color temperature: 3,000K



light distribution patterns

POLE AVAILABLE	MOUNTING HEIGHT	COLOR
Aluminum	12'	Black
Colonial concrete	12'	Black
Victorian concrete	12'	Black, Gray-green
Washington concrete	12'	Black, Gray

FEATURES

Turnkey operation

Little or no installation cost

Design services by lighting professionals included

Maintenance, electricity & warranty included

One low monthly cost on your electric bill

BENEFITS

Provides hassle-free installation and service

Frees up capital for other projects

Meets industry standards and lighting ordinances

Eliminates high and unexpected repair bills

Convenience and savings for you

For additional information, contact us at ODLFlorida@duke-energy.com.



BUILDING A SMARTER ENERGY FUTURE®

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

6B



Proposal

Proposal No.: 250541

Proposed Date: 12/18/23

PROPERTY:	FOR:
Silverado CDD - Maintenance Alex Gormley 6270 Silverado Ranch Blvd Zephyrhills, FL 33541	Issues found during wet check

During our wet check we found this issues below.

Clock 1

Zone 21- 36213 shady bluff loop : need to move 5 sprinkler about 3 ft away from new fence Homeowner is installing.

Clock 2

Zone 25- need to rebuilt 2" hunter ICV valve, it take long to shut off.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Control Components					\$952.70
Irrigation Tech Labor	6.00	HR	\$75.00	\$450.00	
Hunter Globe Valve ICV Glass Filled Nylon 2 in. w/ Flow Control FIPT x FIPT	1.00	EA	\$353.28	\$353.28	
Hunter Pro-Spray 6 in. Pop Up with Side Inlet	5.00	EA	\$16.06	\$80.28	
KF Black IPS Flex Pipe PVC 1/2 in. x 100 ft. (Sold per ft.)	20.00	EA	\$2.03	\$40.57	
Misc Fittings - up to 1"	10.00	EA	\$2.86	\$28.57	
Total:					\$952.70

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 damage 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

6C

From: Angel Rivera <angel.rivera@juniperlandscaping.com>
Sent: Tuesday, March 5, 2024 7:15 PM
To: Jamie Sanchez <sanchezj@whhassociates.com>
Cc: Angie Lynch, LCAM, CMCA <Angie@breezehome.com>; Francisco Alexander Jr. <franciscoalexanderjr1@gmail.com>
Subject: Mowing services

Good evening team I just want to bring this to your attention that we have been mowing county property since we started the contract.

I believe the board is not aware of this.

Picture 1 show the contracted areas

Picture 2 shows areas that are owned by the city we have been maintaining.

If we did not keep these areas maintained these areas would have been overgrown.

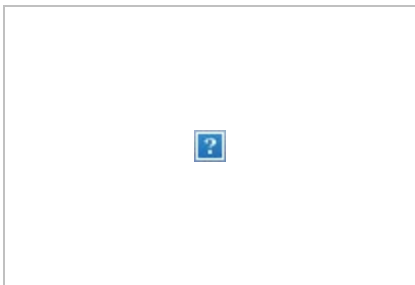
Angel Rivera

Account \ Manager

C | (863) 308-6482

E | angel.rivera@juniperlandscaping.com

Visit us at www.junipercares.com

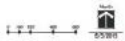




Preliminary Site Plan

Silverado

Metro Development





Marque los estanques que se completan al final de la visita.

Check off Ponds that are completed at the end of visit.

Pond #'s

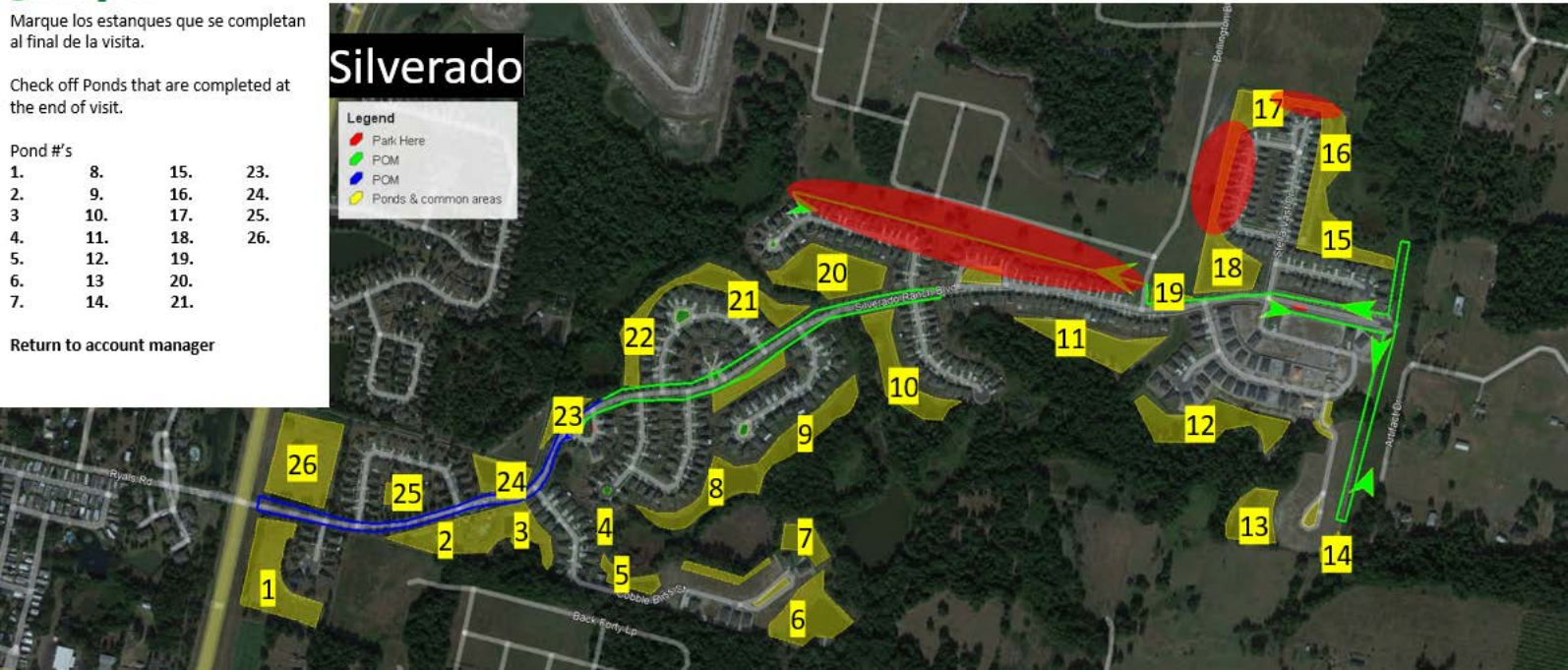
- | | | | |
|----|-----|-----|-----|
| 1. | 8. | 15. | 23. |
| 2. | 9. | 16. | 24. |
| 3. | 10. | 17. | 25. |
| 4. | 11. | 18. | 26. |
| 5. | 12. | 19. | |
| 6. | 13. | 20. | |
| 7. | 14. | 21. | |

[Return to account manager](#)

Silverado

Legend

- Park Here
- POM
- POM
- Ponds & common areas



SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7AI



Proposal

Proposal No.: 256224

Proposed Date: 01/29/24

PROPERTY:	FOR:
Silverado CDD - Maintenance Alex Gormley 6270 Silverado Ranch Blvd Zephyrhills, FL 33541	January 2024 wet check diagnostic

During wet check the following stations did not operate. Will need to troubleshoot the stations below, after troubleshooting will submit a repairs proposal.

Clock 1

zone 3- Alarm

zone 11- Alarm

zone 21- move 5 sprinklers. pending from December. proposal # 250541

Clock 2

zone 25- Hunter ICV 2". pending from December. proposal # 250541

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Control Components					\$360.00
Irrigation Diagnostic Labor	4.00	HR	\$90.00	\$360.00	
				Total:	\$360.00

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 damage 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.

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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

7A11



Proposal

Proposal No.: 256224

Proposed Date: 03/01/24

PROPERTY:	FOR:
Silverado CDD - Maintenance Alex Gormley 6270 Silverado Ranch Blvd Zephyrhills, FL 33541	February wet check repairs needed

Repairs need for February wet check.

Clock 2

zone 25- Stuck valve need Hunter ICV 2" rebuilt

zone 72- new Hunter AC solenoid

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Control Components					\$678.74
Irrigation Repairs Labor	4.00	HR	\$75.00	\$300.00	
Hunter Globe Valve ICV Glass Filled Nylon 2 in. w/ Flow Control FIPT x FIPT	1.00	EA	\$355.94	\$355.94	
Hunter AC Solenoid Assembly 24 VAC	1.00	EA	\$22.80	\$22.80	
				Total:	\$678.74

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 damage 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

7BI

Catherinne ProCleaners LLC

... Your Cleaning Company!



CLEANING AMENITY CENTER PROPOSAL

Prepared for

SILVERADO CDD

Prepared by

Catherinne Bustamante

Owner-Manager

813.838.7423

Catherinneprocleaners@gmail.com

Nov 11th 2023

Your Satisfaction is Guaranteed!

ABOUT US

CATHERINNE PROCLEANERS LLC is a distinguished Commercial and Residential Cleaning Services provider in TAMPA BAY, FLORIDA.

Our company serves small and mid-sized offices and establishments in the city. Our employees are fully trained to render excellent quality work to address all of our clients' cleaning needs.

JANITORIAL SERVICES

Our team of professional cleaners will render the following comprehensive cleaning services for your business.

RESTROOMS

- Toilets-Urinals. (Clean, Sanitize)
- Sinks, Counter mirrors (Clean, Sanitize)
- Floors, Drains (Sweep, Mop, Clean)
- Walls, Partitions, Doors (Clean, Sanitize, Dust)
- Trash (Empty, Clean, Line)
- Supplies (Fill, Restock)
- Others

POOL AREA

- Trash (Empty, Clean, Line)
- Doors/Door handles (Clean, sanitize)
- Pool Area (Pick-up trash, Sweep)
- Pool Furniture (Clean, return to right place)
- Fans, lights (Clean, Dust)
- Others

NOTE: The Supplies (Toilet paper, paper towel, garbage bags, hand soap) will be provided by Catherine ProCleaners LLC in limited quantity.

Pricing

OPTION C

	Price Daily	#Days	Total
SUMMER (MAY-NOV) 5 d/w	\$75	155	\$11625
WINTER (DIC-APRIL) 3 d/w	\$75	63	\$4725
Taxes	7%		n/a
			\$16350

TERMS AND CONDITIONS

1. Payment

Service costs will be calculated on a weekly basis and must be paid via check, payable to CATHERINNE PROCLEANERS LLC mail address 34026 Torrent Lane, Wesley Chapel, FL 33543. An invoice will be provided every month.

2. Term & Termination

The company will render the proposed services for a year from the date of commencement. The client may terminate the performance of services, provided that a formal written notice is submitted to the company.

3. Damage & Loss

The company will be held responsible for all damages or losses incurred by the client if, after due investigation, it is identified that such damages or losses are caused by the company's negligence.

4. Confidentiality

The contents of this proposal and all attached documents are of confidential nature and must not be disclosed to unauthorized third parties.

APPENDIX

Commercial Cleaning Services

A complete and detailed list of our cleaning services, specific rates, and cleaning supplies

List of Professional Cleaners

Information on the employees who will be assigned to execute the services herein.

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7B11

Florida Brother's Maintenance & Repair, LLC.

820 Old Windsor Way
 Spring Hill, FL 34609 US
 (813) 476-1933
 floridabrothersllc@gmail.com



Estimate

ADDRESS
 Silverado CDD
 1540 International Pkwy
 Suite 2000
 Lake Mary, FL 32746 USA

ESTIMATE 1151
 DATE 09/24/2023
 EXPIRATION DATE 11/25/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	This estimate is for Janitorial Services for the Silverado Community - Based on coverage for a full year.			
	Services	Summer (May - Nov) 5 days a week visit (135 visits during this time) @ \$74.55 per visit = \$10,064.25	135	74.55	10,064.25
	Services	Estimate continued - Winter (Dec. - April) 3 days a week visit (66 visits during this time) @ \$74.55 per visit = \$4,920.30 Total overall = \$14,984.55	66	74.55	4,920.30
	Services	After one full year of our janitorial services, and signed into a second year of our janitorial services, we will provide a one time courteous "free" deep clean of your clubhouse restrooms, within the first 6 months of service in year 2. To note - A deep clean (pressure cleaned floors/grout, pressure clean toilets/urinals underneath and behind, pressure clean walls & deep cleaning ceiling where needed) can be added at anytime, for additional charges. Please let us know.			

Thank you for your business opportunity.

This estimate provides a detailed description of janitorial cleaning services to be provided for a full year.

Restrooms- Clean & Sanitize Toilets, Urinals, Walls, Partitions, Doors, Counters, Sinks & Mirrors. Sweep & Mop Floors & Drains. Empty trash clean and reline. Fill and restock restroom supplies.

Pool Area

SUBTOTAL	14,984.55
TAX	0.00
TOTAL	\$14,984.55

Clean, empty and line trash cans. Clean & sanitize doors & handles, Sweep, trash pickup and return pool furniture to proper locations. Clean/Dust lighting/fans as needed.

Other advanced cleaning options available upon request (pressure washing in restrooms, floor grout cleaning with pressure, etc.).

To note - This janitorial service is another Florida Brothers branch, providing you quality service and customer satisfaction, with professional handyman & janitorial needs.

Invoicing is conducted on a biweekly basis

Customer is tax exempt.

Accepted By

Accepted Date

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7BIII



H2 Lagoon Solutions

7015 Martha Drive
Parrish, FL 34219

Proposal - 11022023 B

Breeze Management Company

Comprehensive Janitorial Services for Silverado Clubhouse, Zephyrhills, FL

Date: 11/02/2023

Contract Period

Duration:

January 1, 2023 - December 31, 2023

Scope of Services

1. Bathroom Cleaning and Maintenance
2. Common Area Maintenance
3. Supply Management
4. Additional Janitorial Responsibilities

Detailed Scope of Services

1. **Bathroom Cleaning and Maintenance:**
 - Sanitization of all surfaces, including sinks, countertops, mirrors, toilets, and urinals.
 - Restocking of consumables such as toilet paper, paper towels, and hand soap.
 - Floor cleaning using disinfectant cleaners.
 - Regular trash removal and waste bin liner replacement.
2. **Common Area Maintenance:**
 - Daily leaf blowing to maintain deck cleanliness.
 - Dusting and wiping down tables, chairs, and other surfaces.
 - Organizing and resetting furniture including pool chairs and lounges.
 - Regular trash management in common areas.
3. **Supply Management:**
 - Monitoring and restocking of cleaning supplies and chemicals.

Janitorial Service



- Selection of high-quality, eco-friendly cleaning agents.

4. Additional Janitorial Responsibilities:

- Monthly intensive cleaning sessions for comprehensive sanitation.
- Providing monthly service reports and adapting to feedback for service improvement.

Financial Terms

- **Monthly Service Fee: \$640**
- **Total Annual Cost for Janitorial Services: \$7,680**
- **Payment Terms:** Monthly invoicing, due within 30 days.

Cancellation Policy: Either party may terminate with a 30-day written notice. Cancellation fees may apply.

Signature of Service Provider: _____

Accepted By: _____

Printed Name _____

Date _____

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7CI

Florida Brother's Maintenance & Repair, LLC.

820 Old Windsor Way
Spring Hill, FL 34609 US
(813) 476-1933
floridabrothersllc@gmail.com



Estimate

ADDRESS
Silverado CDD
1540 International Pkwy
Suite 2000
Lake Mary, FL 32746 USA

ESTIMATE 1157
DATE 09/26/2023
EXPIRATION DATE 03/30/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Pressure Wash	Estimate to Pressure Wash the whole exterior of the clubhouse facility. Front (entry included), Sides & Rear of building. Using a proprietary blend of fresh water, sodium hypochlorite and a surfactant will be applied to the whole area. This will break down any organic growth. The whole area is then rinsed away. All associated costs here, cover materials & labor.	1	4,915.00	4,915.00

Thank you for your business opportunity.

SUBTOTAL 4,915.00

Estimate to Pressure Wash the whole exterior of the clubhouse building. Front (entry included), Sides & Rear of building.

TAX 0.00

Using a proprietary blend of fresh water, sodium hypochlorite and a surfactant will be applied to the whole area. This will break down any organic growth. The whole area is then rinsed away.

TOTAL **\$4,915.00**

Customer is tax exempt.

Accepted By

Accepted Date

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7CII



2161 East County Road 540A #225

Lakeland, FL 33813

Phone: (813) 565-4663

DATE

3/8/2024

BILL TO

Silverado CDD
5322 Primrose Lake Cricle Suite C
Tampa, FL 33647

ESTIMATE NUMBER

SCDD382024

DESCRIPTION	AMOUNT
Pressure wash clubhouse including interior and exterior of the clubhouse	4,250.00
Labor, water, and cleaning solution included	
<i>Thank you for your business!</i>	4,250.00
	\$ 4,250.00

Signature

Date

If you have any questions about this invoice, please contact

Michael Sakellarides, Michael@BreezeHome.com

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7Dla

Florida Brother's Maintenance & Repair, LLC.

820 Old Windsor Way
Spring Hill, FL 34609 US
(813) 476-1933
floridabrothersllc@gmail.com



Estimate

ADDRESS
Silverado CDD
1540 International Pkwy
Suite 2000
Lake Mary, FL 32746 USA

ESTIMATE 1268
DATE 03/18/2024
EXPIRATION DATE 05/04/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Repair	<p>This estimate is to remove/repair - replace the damaged roof pillar covers at the entrance to Silverado CDD Community.</p> <p>These (4) pointed green tops would be removed, properly repaired with new wood supports and replaced by the same cap (green roof top). If left unattended, they will soon fall and very well damage more of the structure as weighted pressure is causing more damage over time.</p> <p>Please see images/pictures attached for review.</p> <p>Total cost covers all materials, supplies and labor for the repair of all (4) pillar tops.</p>	4	579.68	2,318.72

Thank you for your business opportunity!

This estimate is to remove/repair - replace the damaged roof pillar covers at the entrance to Silverado CDD Community.

These (4) pointed green tops would be removed, properly repaired with new wood supports and replaced by the same cap (green roof top). If left unattended, they will soon fall and very well damage more of the structure as weighted pressure is causing more damage over time.

Please see images/pictures attached for review.

Total cost covers all materials, supplies and labor for the repair of all (4) pillar tops. If only wanting a specific pillar done, cost will be \$940.00 each one to repair (if not agreeing to all (4) done at the same time). See image attached in online version of estimate.

Customer is tax exempt.

SUBTOTAL	2,318.72
TAX	0.00
TOTAL	\$2,318.72

Accepted By

Accepted Date



SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7D1b

Florida Brother's Maintenance & Repair, LLC.

820 Old Windsor Way
Spring Hill, FL 34609 US
(813) 476-1933
floridabrothersllc@gmail.com



Estimate

ADDRESS
Silverado CDD
1540 International Pkwy
Suite 2000
Lake Mary, FL 32746 USA

ESTIMATE 1243
DATE 02/15/2024
EXPIRATION DATE 03/09/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Repair	Repair street sign as the signs are leaning and soon to breakaway. To install new street sign hardware (2 new hardware pieces) to pole, holding these pieces up. Total covers cost in supplies, materials and labor.	1	75.00	75.00

Thank you for your business opportunity.

SUBTOTAL 75.00

Repair street sign as the signs are leaning and soon to breakaway.
To install new street sign hardware (2 new hardware pieces) to pole, holding these pieces up.

TAX 0.00

Total covers cost in supplies, materials and labor.

TOTAL **\$75.00**

Customer is tax exempt.

Accepted By

Accepted Date

SILVERADO RANCH BLVD

EZRA LOFT PL

STOP



SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7D1c

Florida Brother's Maintenance & Repair, LLC.

820 Old Windsor Way
Spring Hill, FL 34609 US
(813) 476-1933
floridabrothersllc@gmail.com



Estimate

ADDRESS
Silverado CDD
1540 International Pkwy
Suite 2000
Lake Mary, FL 32746 USA

ESTIMATE 1237
DATE 02/01/2024
EXPIRATION DATE 03/09/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Install Sign	Estimate to install (2) "CAUTION - USE AT YOUR OWN RISK" signs. Signs will be with a yellow background to show awareness of caution. Total covers the cost in supplies, materials and labor to install with proper supplies.	2	92.00	184.00

Thank you for your business opportunity!

SUBTOTAL 184.00

Estimate to install (2) "CAUTION - USE AT YOUR OWN RISK" signs. Signs will be with a yellow background to show awareness of caution.
Total covers the cost in supplies, materials and labor to install with proper supplies.

TAX 0.00

Customer is tax exempt.

TOTAL **\$184.00**

Accepted By

Accepted Date

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7DII

Estimate



Sign Solutions of Tampa Bay, Inc.

3921 West MLK Blvd
Tampa, FL 33614
ph. (813) 269-5990
fax (813) 269-5991
email: sales@SignSolutionsTB.com

Estimate: 24246

Printed 2/7/2024 2:32:18PM

Description: **SILVERADO CDD - Use at Your Own Risk Sign**

Prepared For: Accounts Payable

ph: (321) 263-0132 x 4203

Company: Silverado CDD

Estimate Date: 2/7/2024 2:31:55PM

email: breezeinvoices@payableslockbox.com

Thank you for considering Sign Solutions for your signage needs. Please call us at 813.269.5990 if you have questions or need further information. We look forward to hearing from you and working with you on this project.

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 Alum, White - .063		1	1	18	12	\$42.50	\$0.00	\$42.50
Color:	Full Color on White							
Description:	18" x 12" x .063 aluminum w/ full color print.							
Text:	Caution - Use at Your Own Risk							
2 Post-U-Channel 8'		1	1	1	1	\$42.50	\$0.00	\$42.50
Color:								
Description:	8' U-Channel Post - Galvanized.							
Text:								
3 Installation		1	1	1	1	\$220.00	\$0.00	\$220.00
Color:								
Description:	Installation / Time and Materials							
Text:								

Notes:

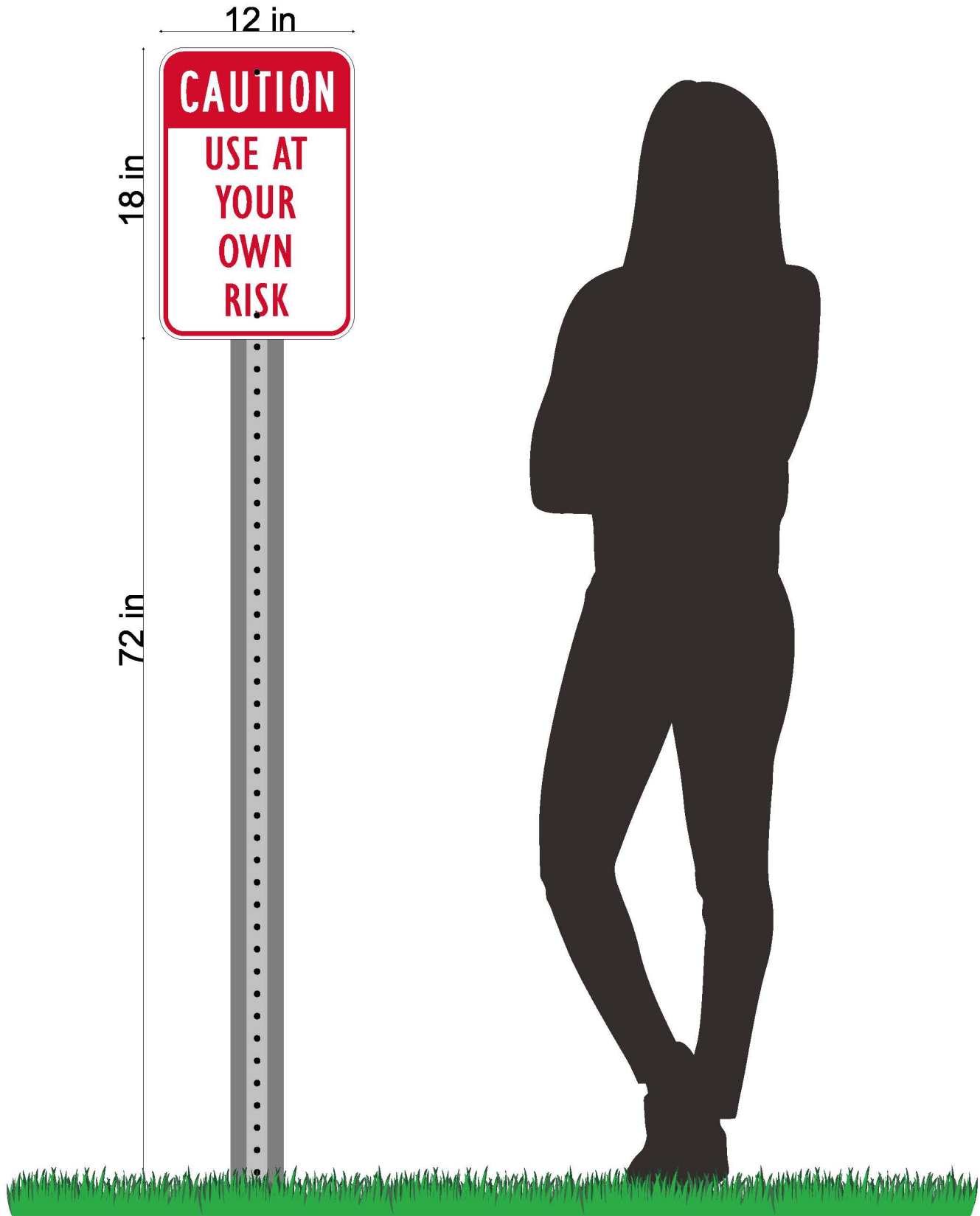
Line Item Total:	\$305.00
Tax Exempt Amt:	\$305.00
Subtotal:	\$305.00
Taxes:	\$0.00
Total:	\$305.00

Company: Silverado CDD
1540 International Parkway
Suite 2000
Lake Mary, FL 32746

Received/Accepted By:

/ /

Silverado CDD



2402 Silverado CDD 12x18 [Caution] (SET UP).fs

2/6/2024

CUSTOMER APPROVAL

Customer Signature

Date

Original designs are the property of Sign Solutions® and cannot be reproduced in whole or in part, without prior written approval.

Sign Solutions
premium signs and graphics

3921 W. Dr MLK Blvd, Tampa FL 33614
Tel: 813.269.5990 Fax: 813.269.5991
www.SignSolutionsTB.com

PROJECT MANAGER:
Keith C.

REVISIONS



Disclaimer: After 3 revisions, additional charges may apply.

Materials, Colors & Finishes - Disclaimer

Materials, Colors & Finishes represented above either in digital or printed format may not match finished product. Client needs to provide exact color samples, specify custom colors or approve Sign Solutions samples.

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7DIII



Consolidated Land Services, Inc.

Estimate

Mailing Address:
 P.O. Box 2593
 Dade City, FL 33526

Date	Estimate #
11/10/2023	00000199

Name / Address
Silverado CDD 1540 International Pkwy Suite 2000 Lake Mary, FL 32746

Project				
Control Structure Repair				

Description	Qty	U/M	Rate	Total
Control Structure Repair Located near 6527 Payden Wheel St: CLS, Inc. will arrive onsite, within approx. time of Notice to Proceed to mobilize equipment and materials. Once mobilization occurs, CLS, Inc. will begin excavation of materials and vegetation obstructing structure to restore proper water flow. Once proper water flow is restored, CLS, Inc. will then re-grade, backfill, compact and re-stabilize eroded areas around south end of control structure where erosion has occurred in order to return to pre-existing grade. Once completed, area around control structure where erosion occurred will be re-vegetated with sod. **CLS, Inc. will utilize a track mat system to minimize disturbances to access points and work areas. If Customer prefers CLS, Inc. to restore disturbed areas, change order will be provided. In this event, Access Points will be identified and pre-approved by CDD and/or Homeowner. 1. Mobilize 2. Excavate materials and vegetation 3. Restore proper water flow 4. Re-grade, backfill, compact and re-establish eroded area back to pre-existing grade. 5. Re-vegetate with Sod 6. De-mobilize	1	ea	5,874.91	5,874.91

Approved by:	<i>Estimate Valid for 30 Days. CLS, Inc. Provides Competition Sensitive Pricing.</i>	
	Total	\$5,874.91

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7DIV



2161 East County Road 540A #225

Lakeland, FL 33813

Phone: (813) 565-4663

DATE

1/30/2024

BILL TO

Silverado CDD
5322 Primrose Lake Cricle Suite C
Tampa, FL 33647

ESTIMATE NUMBER

SCDD013024C

DESCRIPTION	AMOUNT
Replace and install bench	1,200.00
<i>Thank you for your business!</i>	1,200.00
	\$ 1,200.00

Signature

Date

If you have any questions about this invoice, please contact
Michael Sakellarides, Michael@BreezeHome.com

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7D V



Estimate

Date	Estimate #
2/28/2024	BH 2.0

5196 Le Tourneau
 Cir Tampa, FL 33610

Name / Address
Breeze Home/Silverado Ranch Angie Lynch 2161 East County Road 540A, #225, Lakeland Florida 33813

Project
Silverado Entrance

Description	Qty	Rate	Total
Materials, Labor & Installation, MOB - Top Patch 3- year Top Patch performance warranty ACH / check no fee Credit card + 3% convenience fee Scope of work: PREP - Clean area of dirt and debris. INSTALL - Install Top Patch on designated concrete surrounding brick center squares. Excludes side drainage areas. NOTE: Top Patch is installed by Roadway Concepts and is warranted to last a minimum of 3 years or the lifespan of the road it is installed in, whichever is less. TERMS: Payment due upon completion	1	\$4800.00	\$4800.00
		Total	\$4,800.00

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7DVI



Estimate

5196 Le Tourneau
 Cir Tampa, FL 33610

Date	Estimate #
3/20/2024	320CP

Name / Address
Breeze Home/Silverado Ranch Angie Lynch 2161 East County Road 540A, #225, Lakeland Florida 33813

Project
Carraige Pine Repair

Description	Qty	Rate	Total
Materials, Labor & Installation, MOB - Top Patch 3- year Top Patch performance warranty ACH / check no fee Credit card + 3% convenience fee Scope of work: PREP - Remove /grind raised material. INSTALL - Install Top Patch on designated repair areas. NOTE: Top Patch is installed by Roadway Concepts and is warranted to last a minimum of 3 years or the lifespan of the road it is installed in, whichever is less. TERMS: Payment due upon completion	1	\$1427.40	\$1427.40
		Total	\$1427.50

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7D VII



Lighting Design

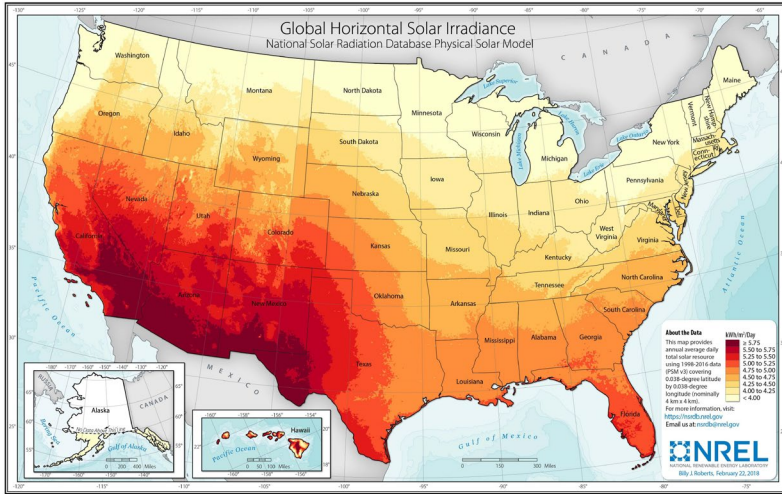
TECHNICAL PROPOSAL

**BREEZE:
SILVERADO**

SALES REPRESENTATIVE / DIANA DALEY
diana@streetleaf.com / 813.822.4925



SOLAR CALCULATION BASED OFF OF STUDY



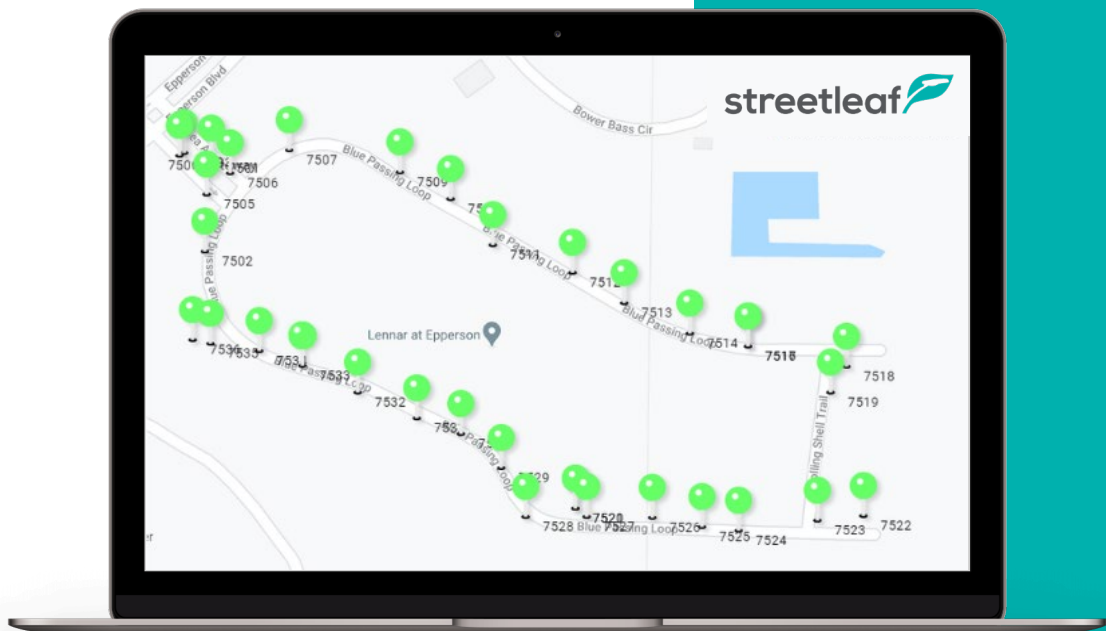
PRODUCT SPECS BASED ON SOLAR STUDY

- > 220W PV Module
- > 1230 Wh Lithium Battery
- > 40W LED Luminaire
- > 21ft Direct Burial Pole

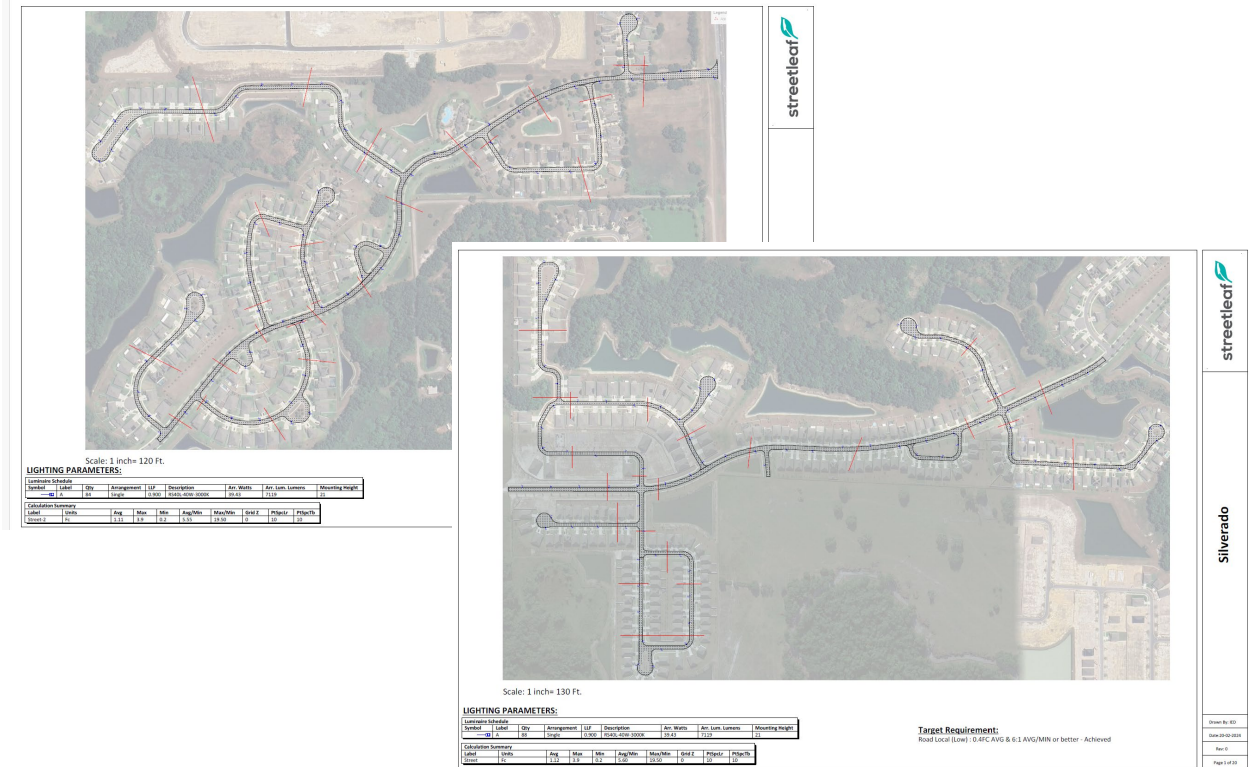
Zephyrhills, FL has an average monthly Global Horizontal Irradiance (GHI) of 5.12 kWh/m²/per day and lowest average GHI of 3.16 in December.

Streetleaf has optimized the proposed system based on this solar data.

INCLUDED: State-of-the-Art remote monitoring system. This allows for customizable lighting schedules and proactive maintenance tracking.



LIGHTING PLAN & PROPOSAL



QUOTE DETAILS

172 Streetleaf Solar Lights:

Lighting Service Agreement:

- \$9,460 per month
 - 172 V2 Systems - \$55 per pole per month
- \$18,920 security deposit
 - 172 V2 Systems - \$110 security deposit per light

ENFORCED CODES & STANDARDS:

IESNA

AASHTO

SMART LIGHTING FOR GREEN LIVING



50 30W Solar Streetlights will offset over 10,200 lbs of Carbon Dioxide per year



Equivalent to saving over 5,100 lbs of coal that would have been burnt to power traditional grid tied lights



Wildlife Friendly Reduced excess light and dim control means less disruption to nocturnal wildlife



**DISCLAIMER: The Sustainability Facts were calculated using an average daily power use based on a 12 hour run time. This information was entered into the Environmental Protection Agency's (EPA) Greenhouse Gas Equivalencies Calculator.



Scale: 1 inch= 130 Ft.

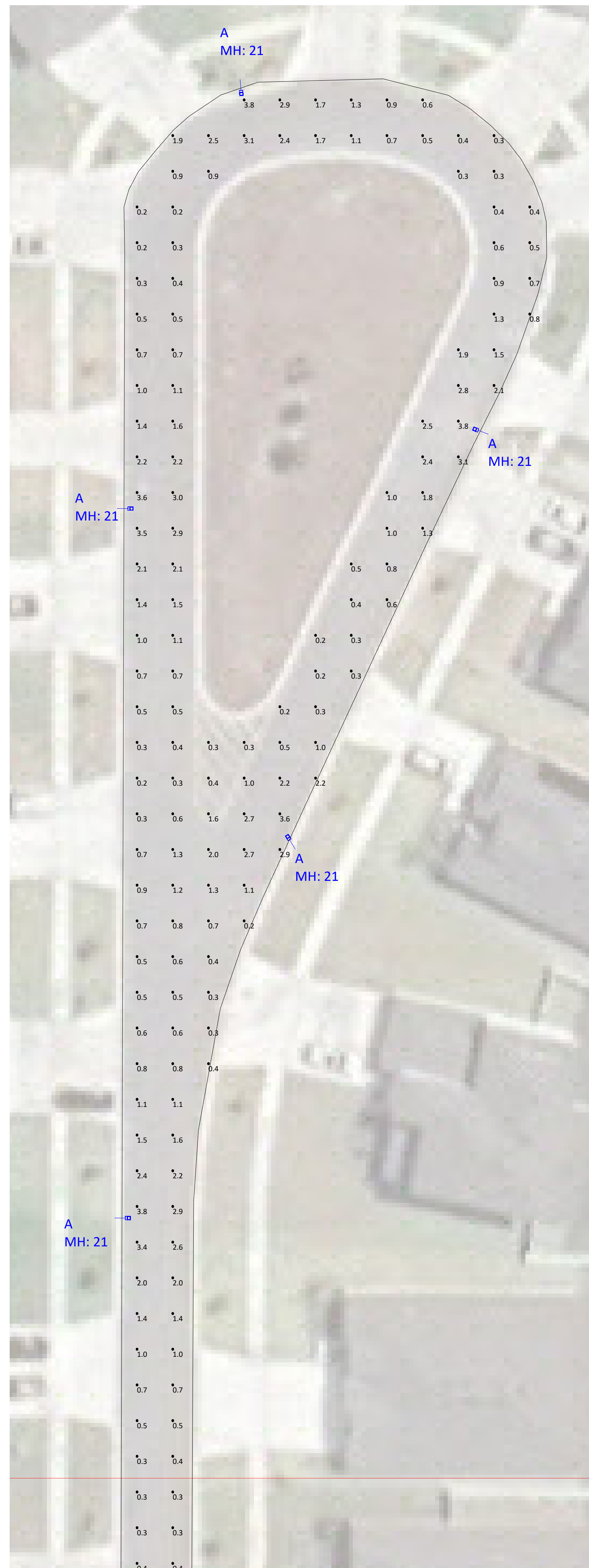
LIGHTING PARAMETERS:

Luminaire Schedule								
Symbol	Label	Qty	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	Mounting Height
—□	A	88	Single	0.900	RS40L-40W-3000K	39.43	7119	21

Calculation Summary									
Label	Units	Avg	Max	Min	Avg/Min	Max/Min	Grid Z	PtSpLr	PtSpTb
Street	Fc	1.12	3.9	0.2	5.60	19.50	0	10	10

Target Requirement:

Road Local (Low) : 0.4FC AVG & 6:1 AVG/MIN or better - Achieved



Scale: 1 inch= 20 Ft.



Scale: 1 inch= 20 Ft.



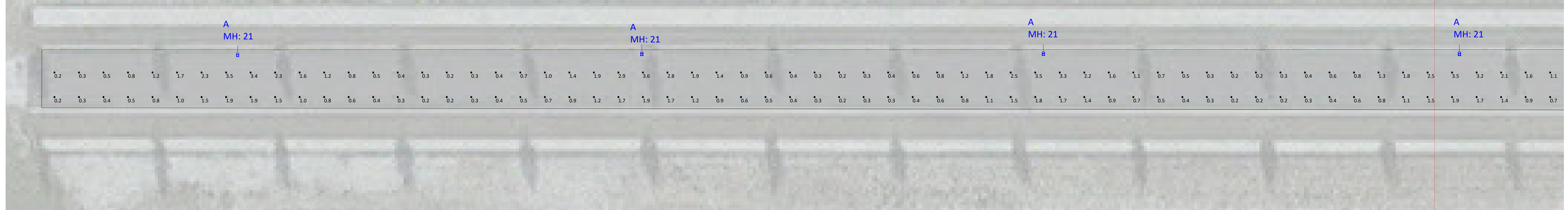
Scale: 1 inch= 17 Ft.



Scale: 1 inch= 14 Ft.



Scale: 1 inch= 16 Ft.



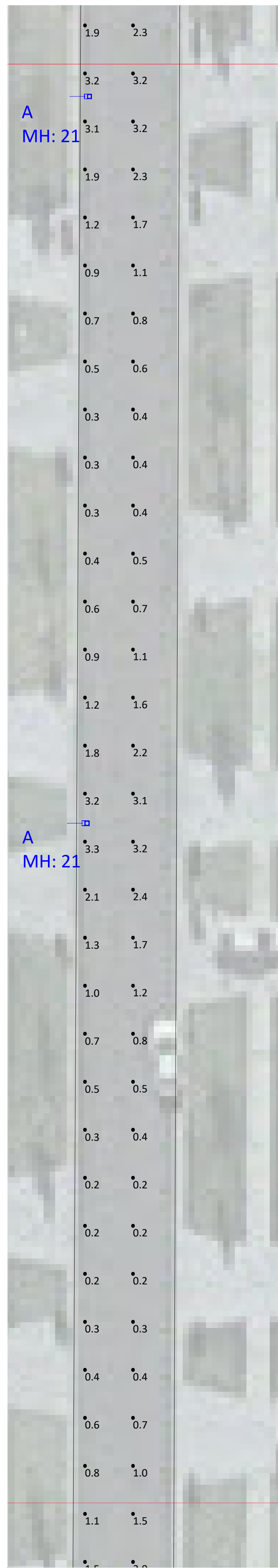
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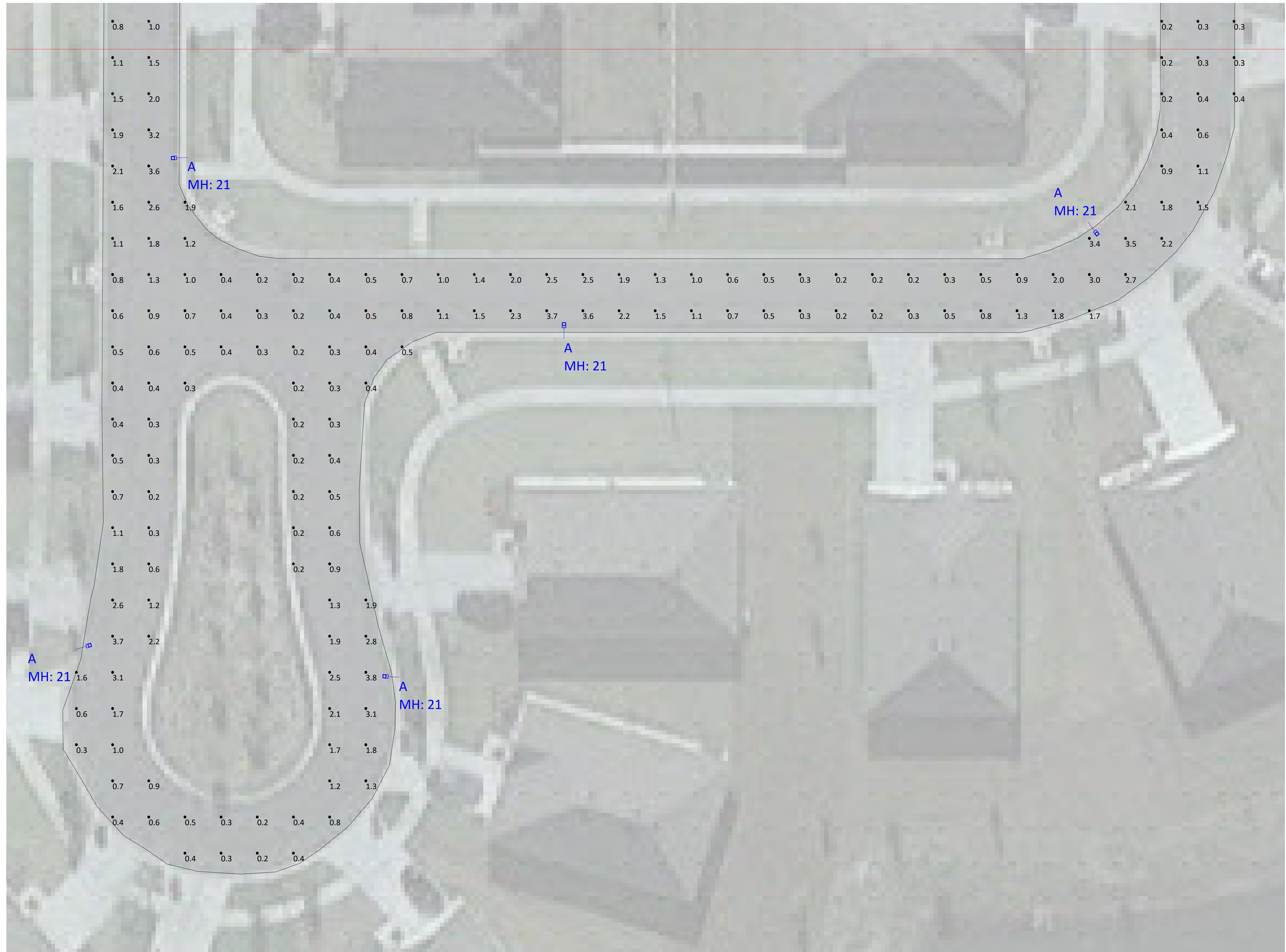
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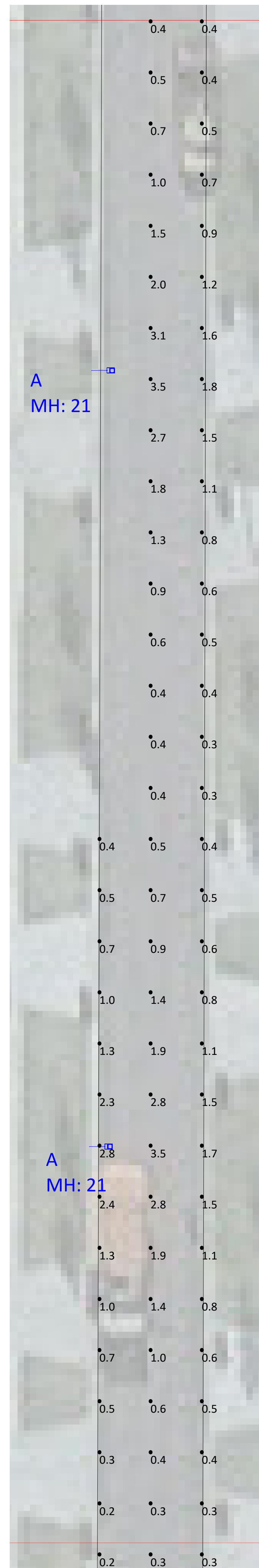
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Scale: 1 inch= 15 Ft.



Scale: 1 inch= 14 Ft.



Scale: 1 inch= 14 Ft.



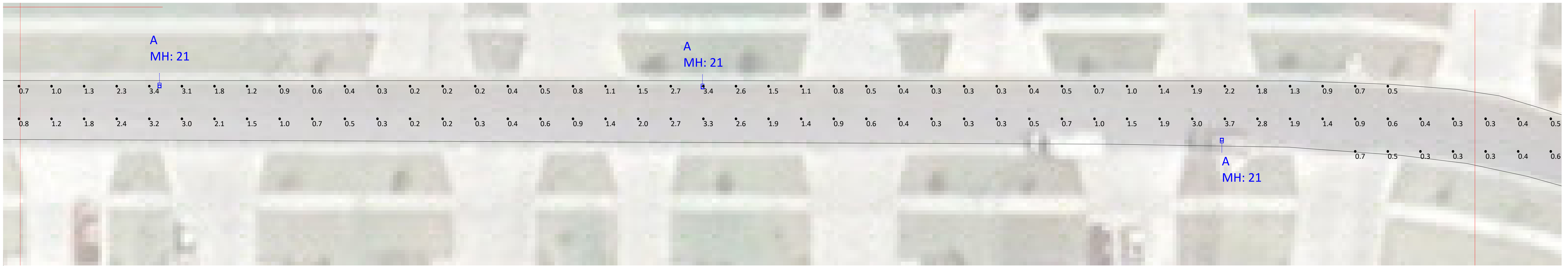
Scale: 1 inch= 10 Ft.



Scale: 1 inch= 18 Ft.



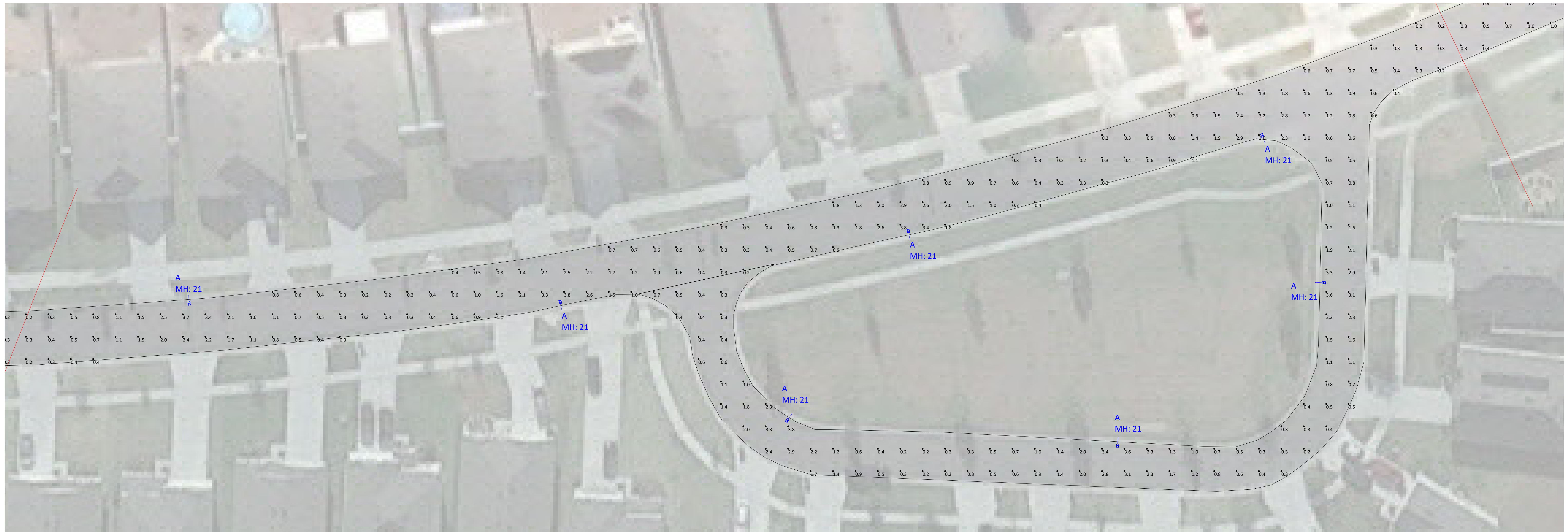
Scale: 1 inch= 17 Ft.



Scale: 1 inch= 15 Ft.



Scale: 1 inch= 22 Ft.



Scale: 1 inch= 22 Ft.



Scale: 1 inch= 15 Ft.



Scale: 1 inch= 16 Ft.



Scale: 1 inch= 14 Ft.



Scale: 1 inch= 13 Ft.

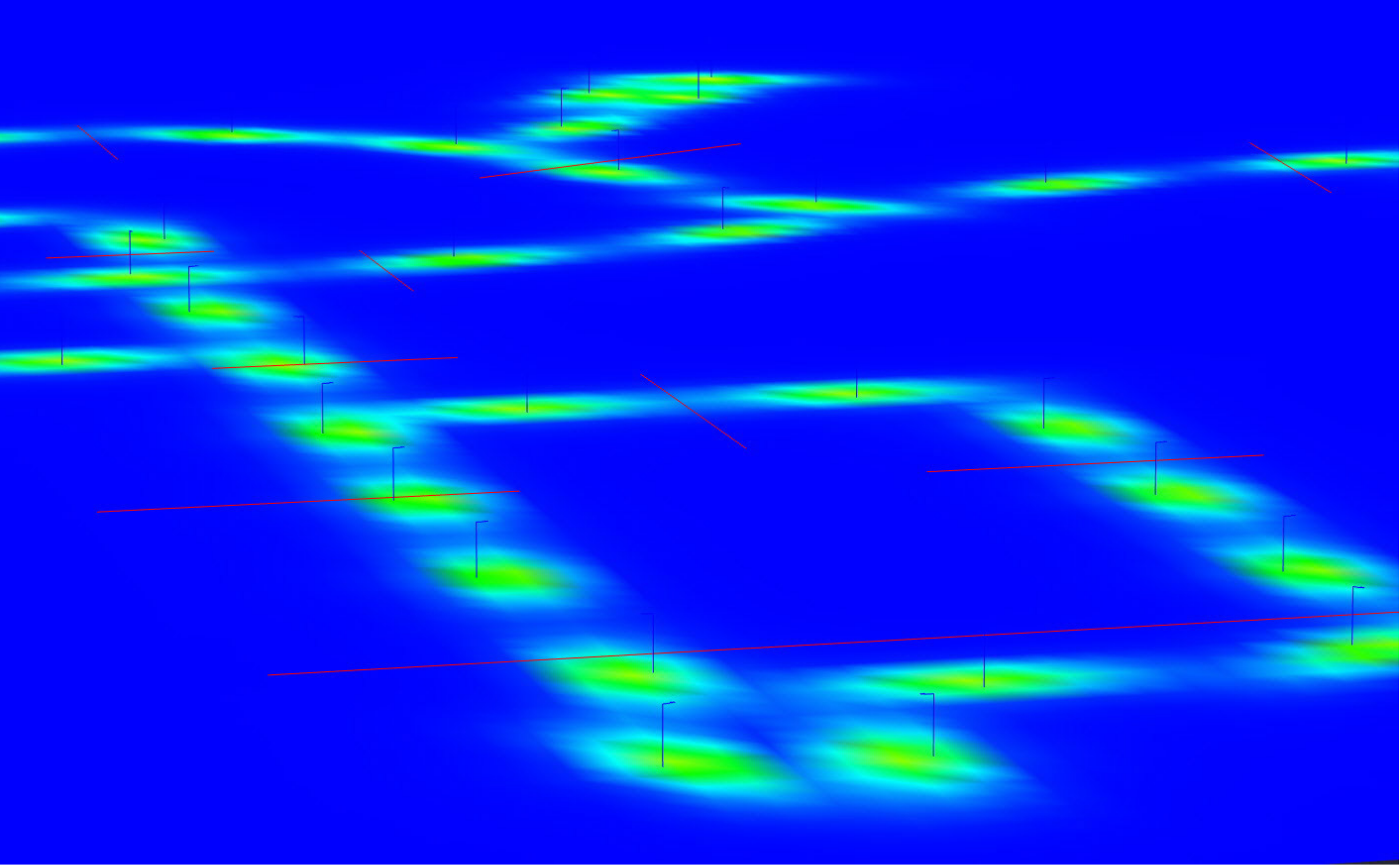
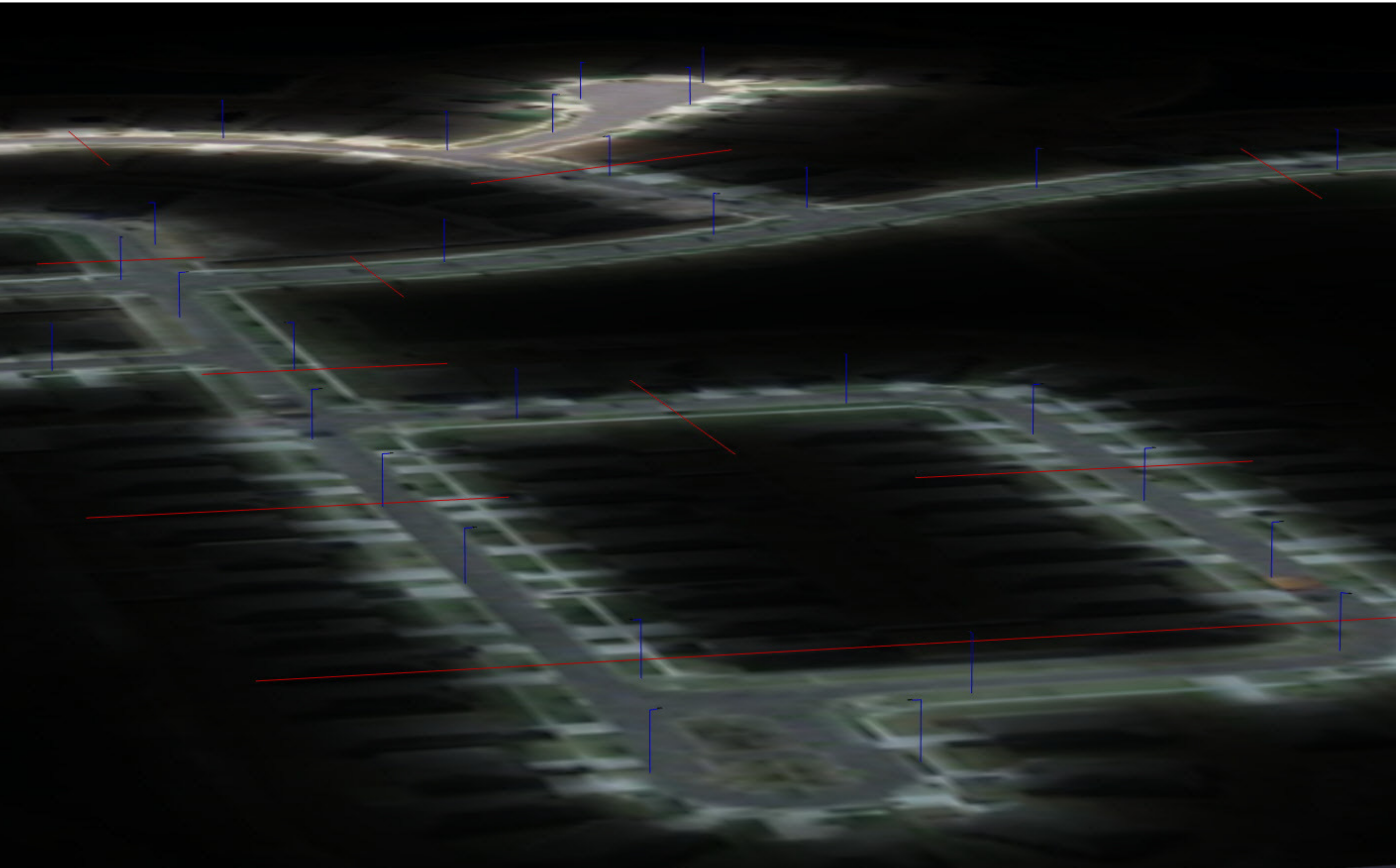
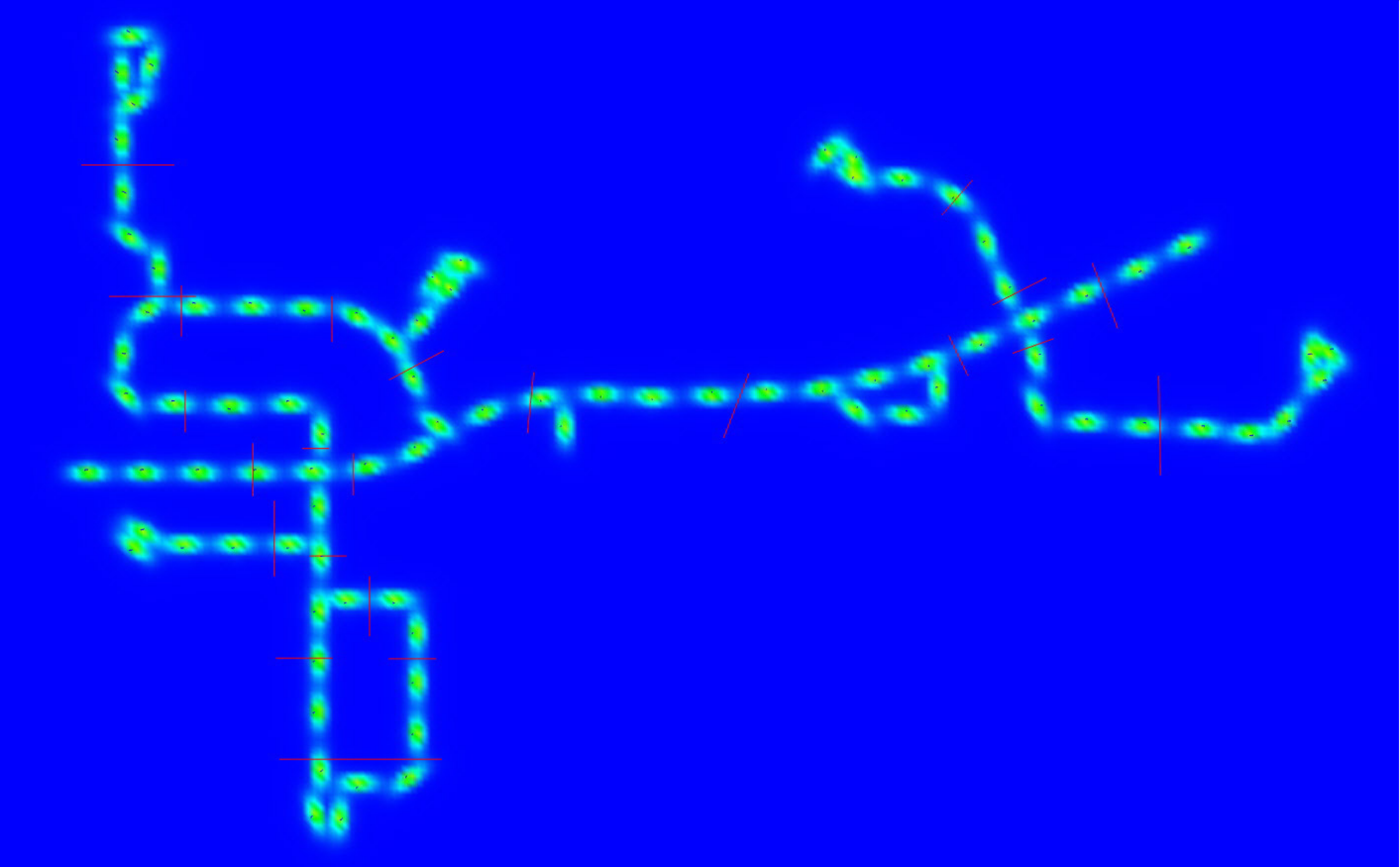
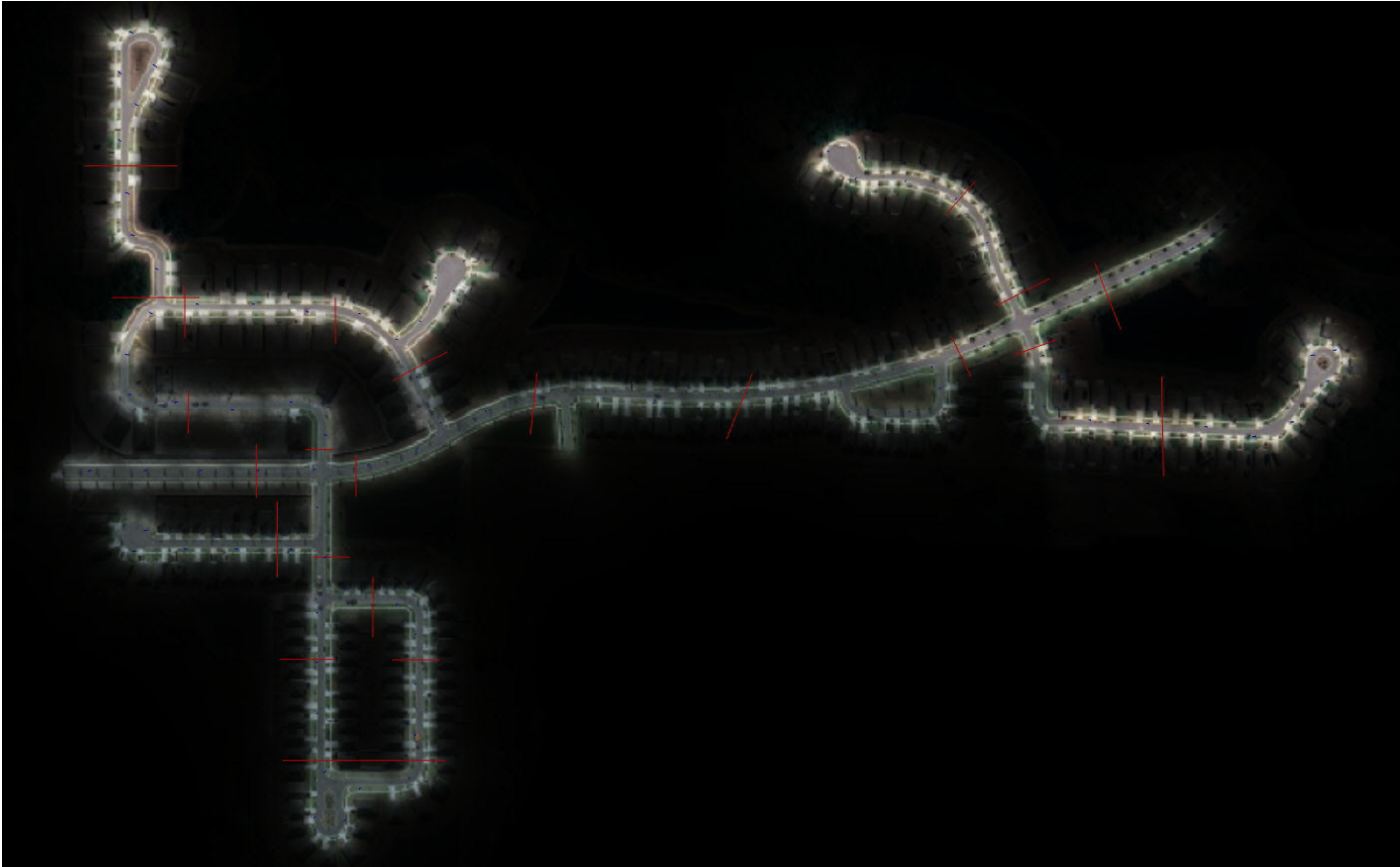


Scale: 1 inch= 17 Ft.



Scale: 1 inch= 12 Ft.

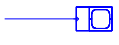
RENDER VIEWS





Scale: 1 inch= 120 Ft.

LIGHTING PARAMETERS:

Luminaire Schedule								
Symbol	Label	Qty	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	Mounting Height
	A	84	Single	0.900	RS40L-40W-3000K	39.43	7119	21

Calculation Summary									
Label	Units	Avg	Max	Min	Avg/Min	Max/Min	Grid Z	PtSpLr	PtSpTb
Street-2	Fc	1.11	3.9	0.2	5.55	19.50	0	10	10

Target Requirement:

Road Local (Low) : 0.4FC AVG & 6:1 AVG/MIN or better - Achieved

Drawn By: IED

Date:20-02-2024

Rev: 0

Page 1 of 17



Scale: 1 inch= 20 Ft.



Scale: 1 inch= 19 Ft.



Scale: 1 inch= 19 Ft.



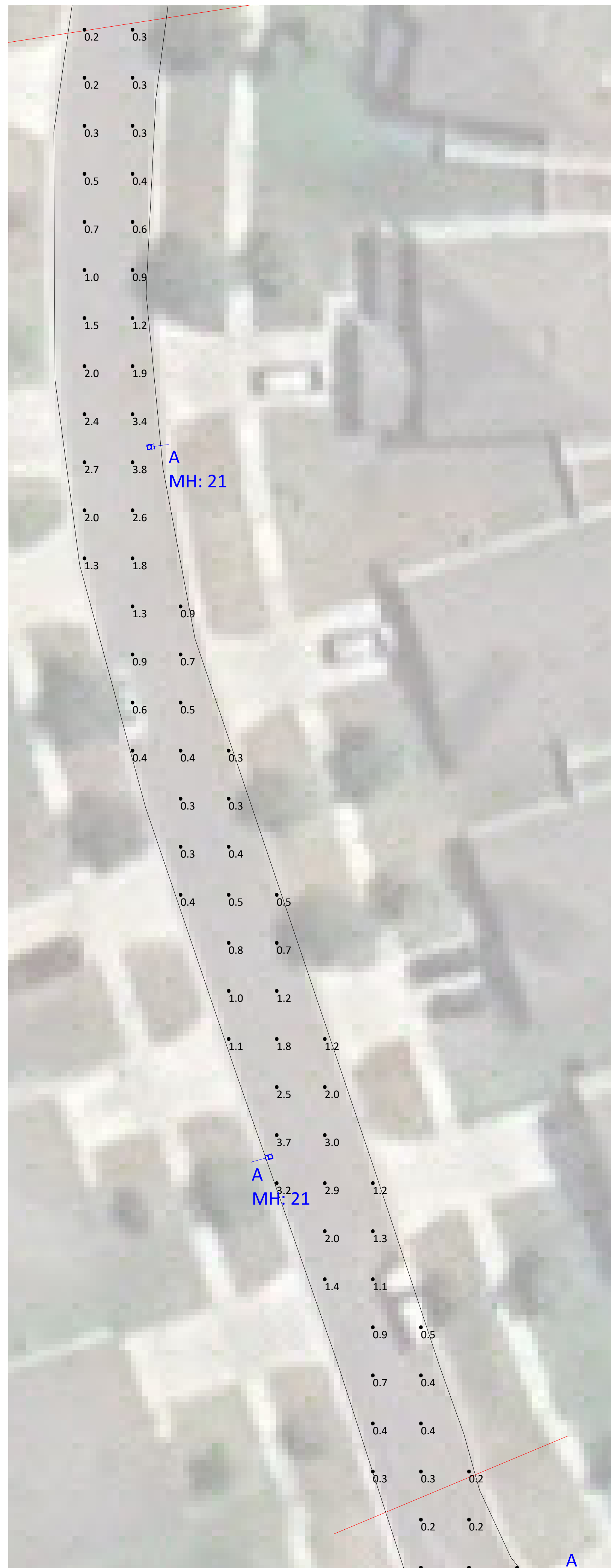
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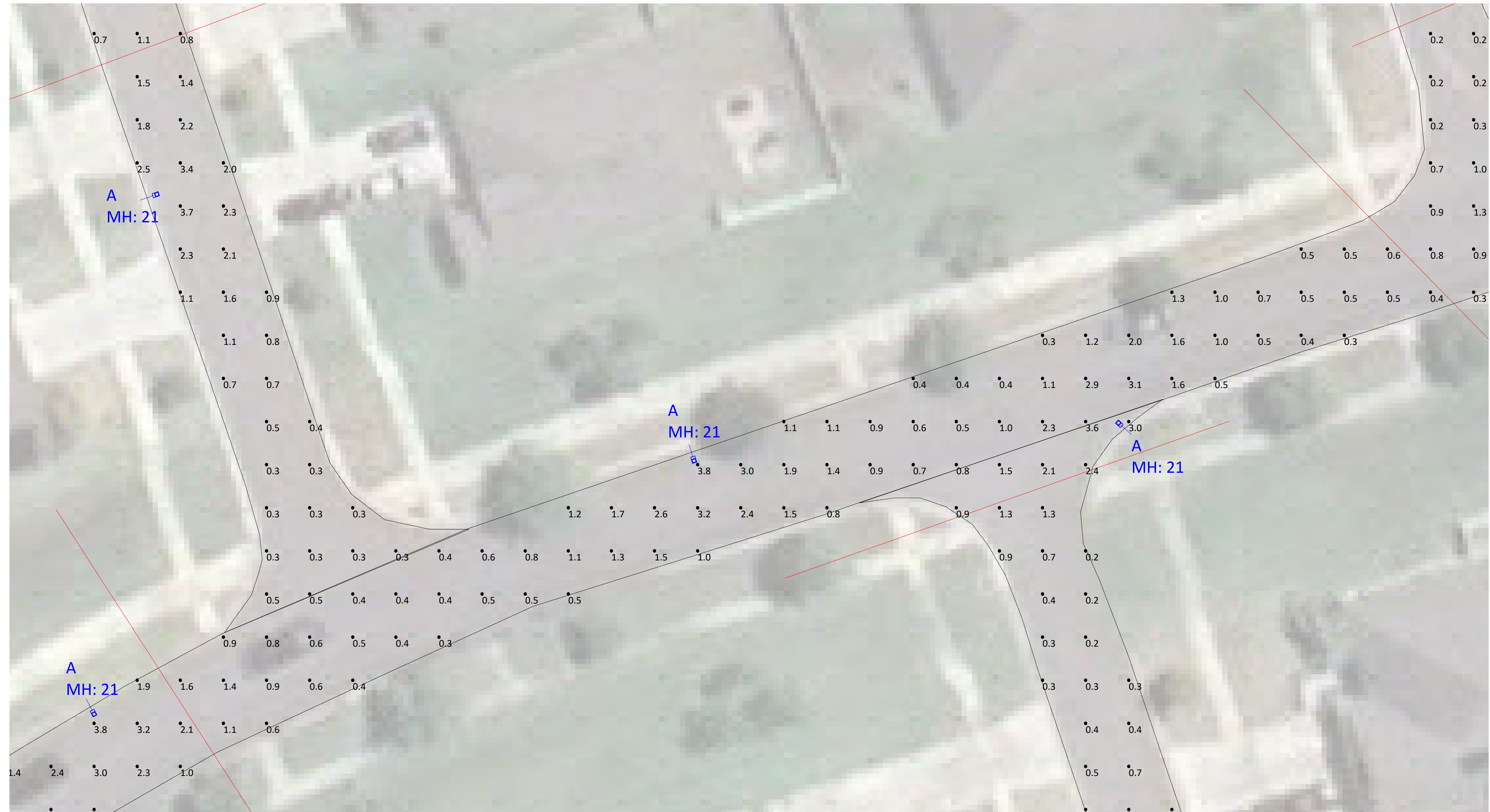
Scale: 1 inch= 22 Ft.



Scale: 1 inch= 18 Ft.



Scale: 1 inch= 15 Ft.



Scale: 1 inch= 15 Ft.



Scale: 1 inch= 15 Ft.



Scale: 1 inch= 23 Ft.



Scale: 1 inch= 12 Ft.



Scale: 1 inch= 15 Ft.



Scale: 1 inch= 22 Ft.



Scale: 1 inch= 17 Ft.



Scale: 1 inch= 10 Ft.



Scale: 1 inch= 22 Ft.



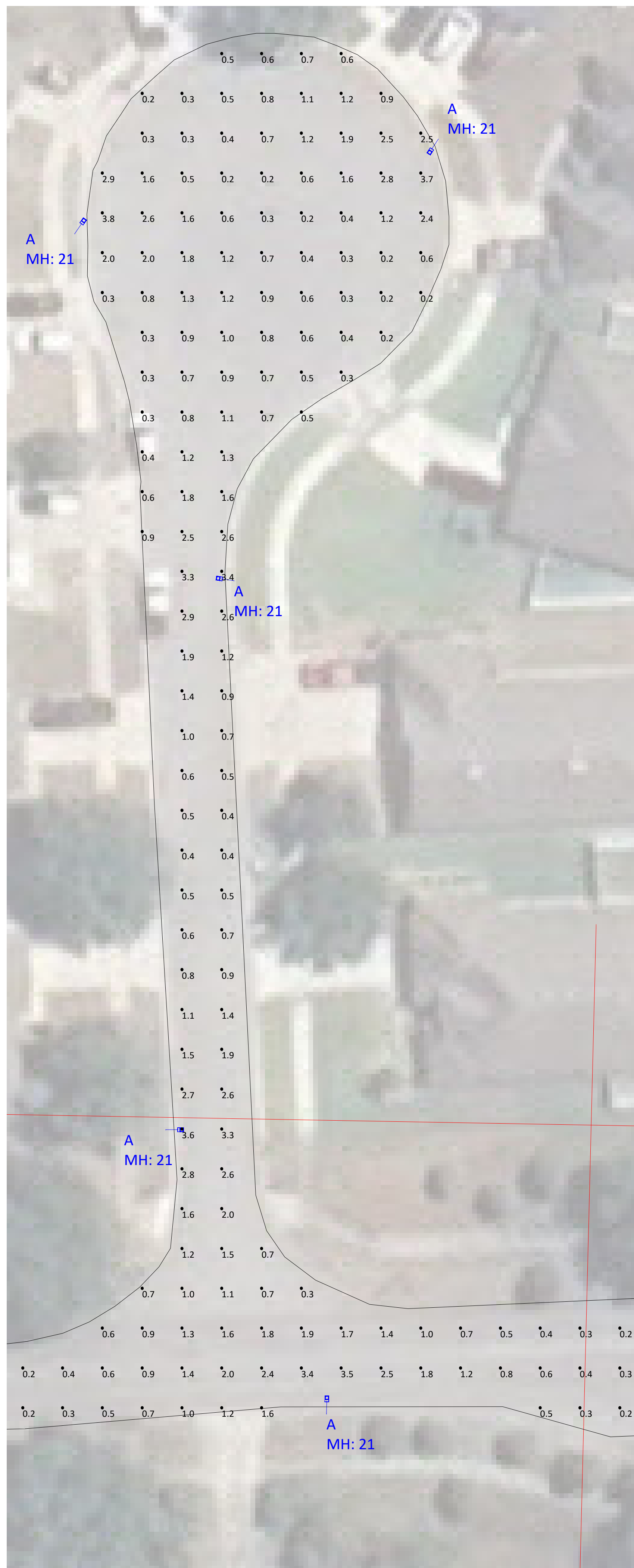
Scale: 1 inch= 16 Ft.



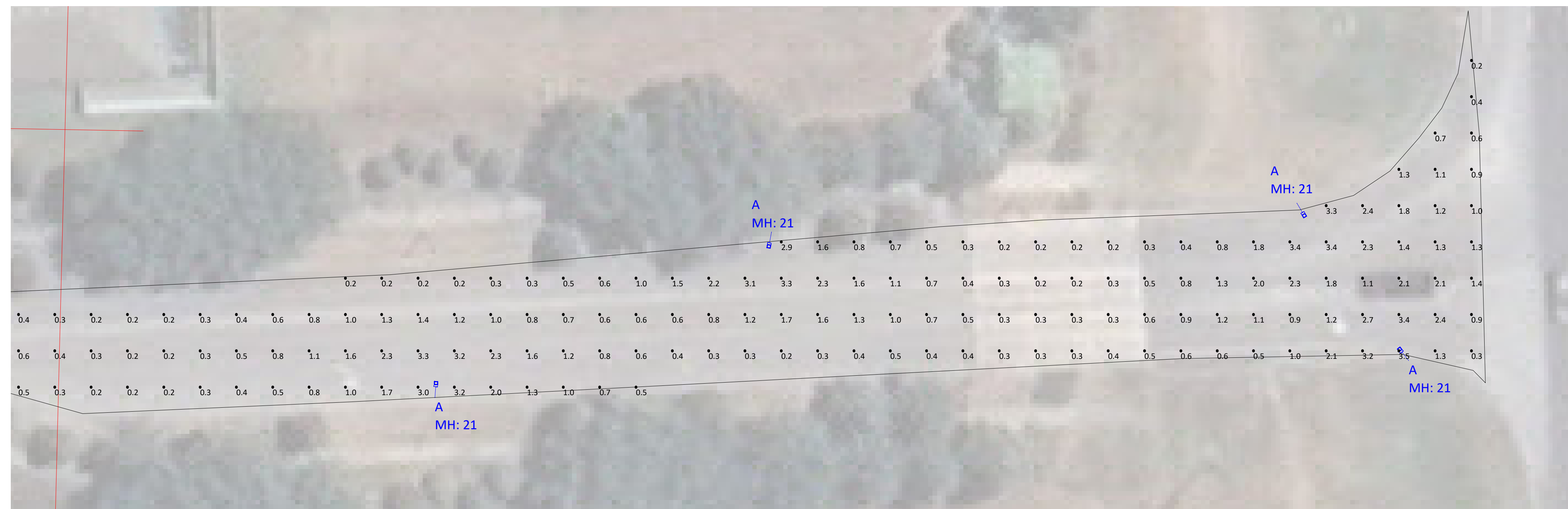
Scale: 1 inch= 19 Ft.



Scale: 1 inch= 27 Ft.

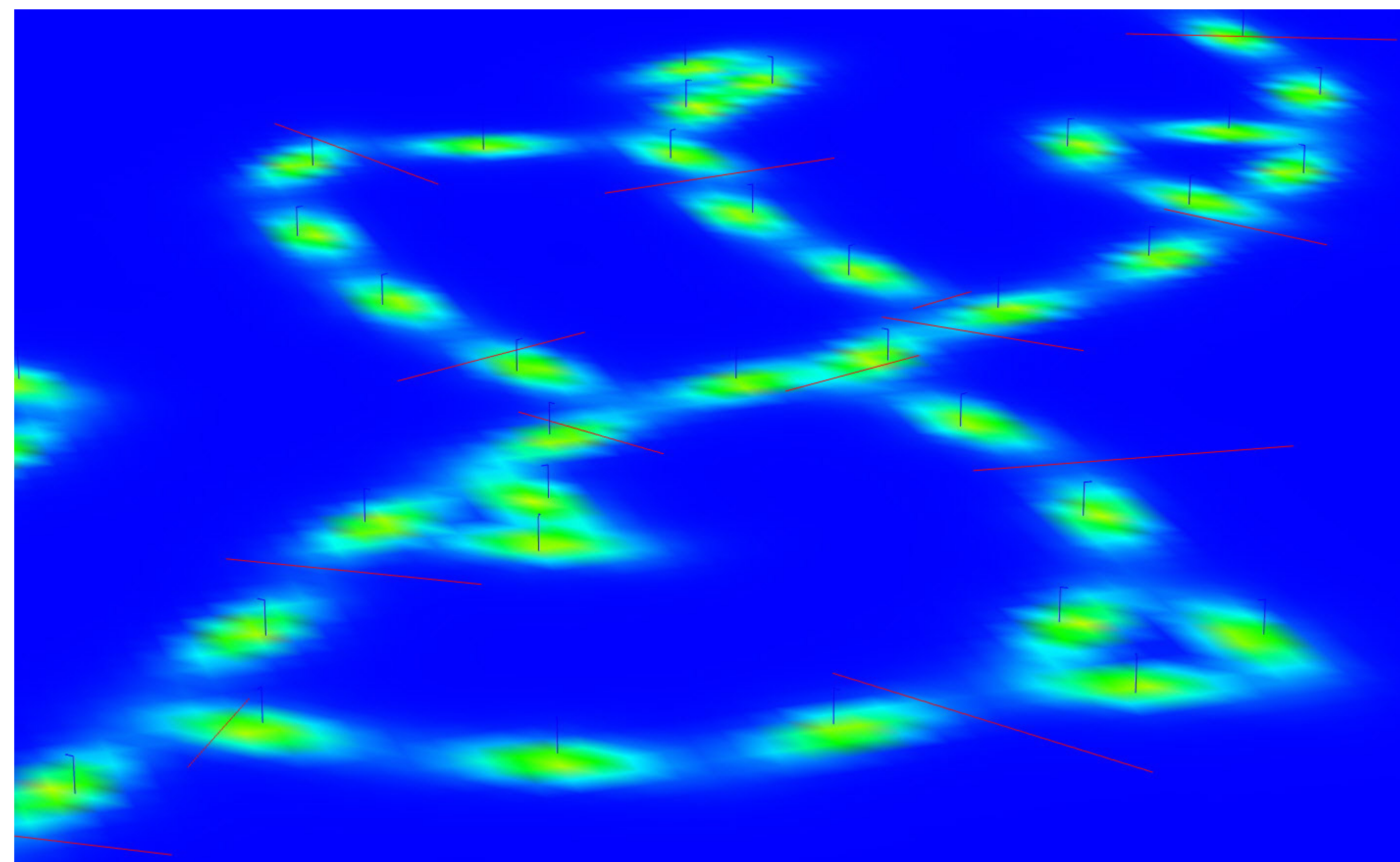
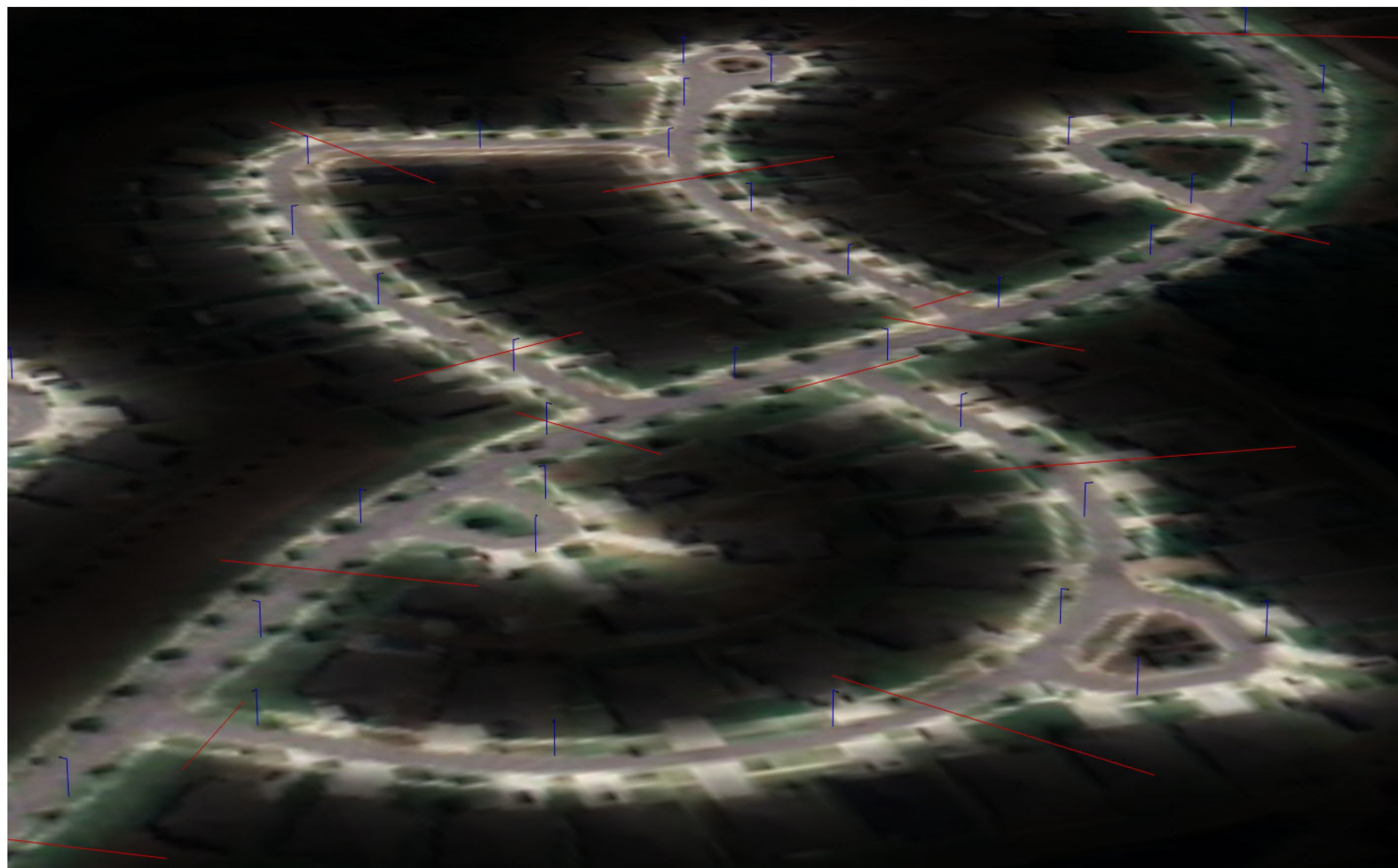
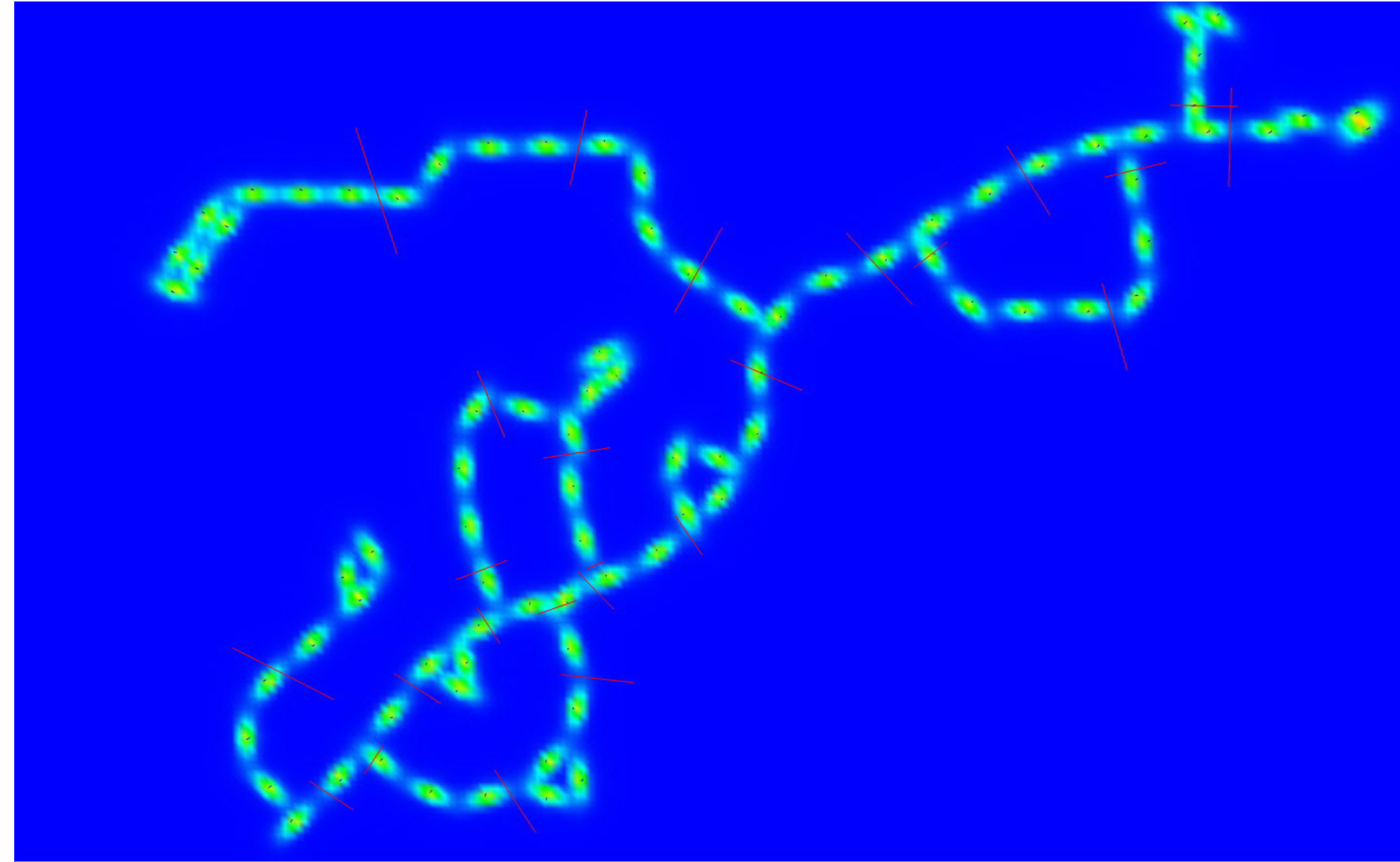


Scale: 1 inch= 18 Ft.



Scale: 1 inch= 19 Ft.

RENDER VIEWS



SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7E1

Anthony's Tampa Bay Pressure Washing DBA
Trimmers Holiday Decor Tampa
2234 Lithia Center Lane #1
Valrico, FL 33596
8135454782
patrick@trimmersholidaydecor.com



Estimate

ADDRESS

Steve Stafford
Silverado Ranch CDD
6270 Silverado Ranch Blvd
Zephyrhills, FL 33541

SHIP TO

Steve Stafford
Silverado Ranch CDD
6270 Silverado Ranch Blvd
Zephyrhills, FL 33541

ESTIMATE # 652

DATE 03/07/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Entrance	- Install lighted garland and bows across front roofline of entrance sign. - Install 60" lighted wreath and bow under garland and above sign.	1	850.00	850.00
	Clubhouse	- Install lighted garland and bows across front of center tower. - Install 72" lighted wreath above doorway, around window. - Install lighted garland and bows across front of 2 gazebos (1 on each side of tower) - Install lighted garland around entrance to clubhouse - Install C9 lights across front of building and down each side of building. (1st story only) - Install multi color lights on 6 Palm trees in front of the building	1	4,775.00	4,775.00

TOTAL **\$5,625.00**

By signing and accepting this estimate you also agree to our Terms and Conditions. Please see attachment for Terms and Conditions.

Accepted By: _____

Print Name: _____

Date: _____

*Please print and sign, then email back to Patrick@trimmershd.com

Accepted By

Accepted Date

By signing and accepting this estimate you also agree to our Terms and Conditions. Please see attachment for Terms and Conditions.

Accepted By: _____

Print Name: _____

Date: _____

*Please print and sign, then email back to Patrick@trimmershd.com

-Contract will automatically renew unless notification by either party by April 1st following decorating season.

-Please have palms trimmed prior to October 1st.

-Trimmers Holiday Decor retains ownership of all merchandise.

-All lighting will be commercial grade LED lighting.

-Customer is responsible for working power outlets.

-Customer agrees to make sure irrigation is turned OFF during the time the lights are on. This is usually from dusk to dawn. If customer fails to do so, this will trip the breakers. We will not be responsible for lights not working due to irrigation running at this time.

-Customer is responsible for informing any landscapers when the lights are installed so they can avoid damaging lights or cords. We are not responsible for these companies causing damage to the material, and there will be an extra service charge to replace any damaged material.

-Installation by December 10th (Lighting installs begin by October 1st, Greenery begins November 1st).

-Removal of decor by January 20th (Lighting may come down after the 20th, but all greenery and visible decor will be removed by the 20th).

Service Includes:

*Installation of Lighting

*Service calls

*Take down and storage

-For all contracts signed by May 1st, 50% Deposit due on June 1st and final 50% will be due December 1st.

-For all contracts signed between May 2nd and September 31st, 50% deposit due within 30 days of signed contract and the final 50% payment due December 1st.

-For all contracts signed after October 1st, payment will be due in full prior to installation.

5% late fee for payment received later than 15 day later than due date.

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

ZEII



American Illuminations & Decor

Silverado CDD
6270 Silverado Ranch Boulevard
Zephyrhills, FL 33541

✉ gaby@breezehome.com

ESTIMATE	#344
ESTIMATE DATE	Mar 18, 2024
DEPOSIT DUE	\$4,125.00

CONTACT US

4737 Mile Stretch Dr, Suite 4103
Holiday, FL 34690

☎ (813) 716-5999

✉ william@american-powerwashing.com

ESTIMATE

Services

Premium 3-Year Holiday Decor Package

Entrance

- Install WW lit garland and bows across front roofline of entrance sign
- Install 60" WW lit wreath and bow under garland, above sign

Clubhouse

- Install WW lit garland and bows across front of center tower
- Install 72" WW lit wreath above doorway, over the window
- Install WW lit garland and bows across the front of 2 gazebos (1 on each side of tower)
- Install WW lit garland around entrance to clubhouse
- Install WW C9 LED lights around the lower level of the clubhouse (3 sides facing the road)
- Install MC mini lights on 6 palm trees in the front of the clubhouse

Services subtotal: \$5,500.00

Total **\$5,500.00**

Deposit **\$4,125.00**

- This is a 3-year Full Service agreement for the holiday season for the years 2024, 2025, & 2026.
- American Illuminations & Decor will install, maintain throughout the season, takedown all lights & decor at the end of the season, and store during the offseason.
- American Illuminations & Decor maintains ownership of all lights, equipment and decor at the end of the agreement.
- Installation to be completed by December 10th (Lighting installs begin by October 1st, Greenery and Decor installs begin November 1st).
- Removal of decor by January 20th (Lighting may come down after the 20th, but Greenery and Decor will be removed by the 20th)
- 75% deposit due upon approval of proposal. Remaining 25% due upon completion of installation (Net 15)

Print & Signature of Acceptance:

X _____

Acceptance Date:

X _____

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7FI

First Time Reserve Study Report Proposal

Page 1 of 2

DATE: March 6, 2024 (To be done in **2025**)

CLIENT: Silverado Community Development District
6378 Silverado Ranch Boulevard, Zephyrhills, FL 33431

PROPERTY: Silverado Community Development District
6378 Silverado Ranch Boulevard, Zephyrhills, FL 33431

INTRODUCTION: Dreux Isaac & Associates, Inc. will perform a First Time Reserve Study of the property listed in this proposal. The Reserve Study Report we prepare for each property will contain two methods for calculating reserve contributions. The first method, a straight-line component plan, includes a detailed categorized reserve component schedule which lists every reserve component, its' current cost, life expectancies, accumulated cash balance, the unfunded balance and recommended contribution amount. The second method, a thirty-year cash flow plan, includes the same reserve component list, but calculates the reserve contribution based on combined reserve expenditures over a thirty-year period, factoring in interest and inflation.

Each First Time Reserve Study Report will contain a summary of findings and recommendations, the two methods of calculating reserve contributions previously described, supporting charts and graphs as well as property photographs and general reserve information. The report will also comply with auditing guidelines from the American Institute of Certified Public Accountants, which require full disclosure on the adequacy of reserves.

SCOPE OF WORK: **On-Site Survey** – We will perform an on-site survey of the property listed in this proposal. While on-site, we will meet with available personnel (manager, maintenance engineer, board/committee members, etc.) to discuss specific reserve concerns. We will then identify the reserve components and collect specific information on each including age, history, quantity, and condition. Photographs and measurements will be taken as needed.

Physical Analysis – We will research relevant background information on the property, review past reserve related work and, if necessary, contact those involved. We will also investigate any possible reserve requirements. A takeoff of information will be performed from available construction drawings. Current repair and/or replacement costs for each reserve component will be estimated. Useful and remaining life expectancies for each reserve component will then be projected.

Financial Analysis – Financial data, including reserve budget contributions and year end balances will be calculated. Reserve funding projections will be made. A final review and analysis will conclude with completion of the report findings and recommendations.

Report Preparation – We will prepare and send an electronic PDF copy to the Client. Unless requested no hard copies will be provided. The Reserve Study will include a summary of recommendations and findings, a straight-line reserve component plan and schedule, a 30-year cash flow plan, supporting charts, and property photographs.

Florida Condo Reserve Requirements – This agreement is for preparing a traditional reserve study and will comply with all regulatory requirements currently in effect. It will not comply with Florida's new condominium structural integrity reserve study and reserve requirements signed into law on May 26, 2022. These requirements do not go into effect until December 31, 2024.

DREUX ISAAC & ASSOCIATES, INC.

10151 UNIVERSITY BLVD., STE. 323 • ORLANDO, FL 32817 • 800.866.9876 • 407.695.5226 • FAX 407.695.3865 • WWW.DIA-CORP.COM

First Time Reserve Study Report Proposal

March 6, 2024
Silverado Community Development District
6378 Silverado Ranch Boulevard, Zephyrhills, FL 33431
Page 2 of 2

UPDATE REPORT: For future years (and budgets) clients who have had a First Time Reserve Study Report prepared by our firm will have the open-ended option of requesting a Reserve Study Update Report. In each update report, any reserve related changes made to property since the time the last report was prepared will be reviewed. Based on the latest available data, all reserve component costs, and life expectancies will be adjusted accordingly. Current financial data will be entered in, and a new analysis will be performed. The update report will be prepared in our office without an on-site visit. Future site visits may be recommended when substantial changes are made to the property and/or to observe the present condition and rate of deterioration of the reserve components.

FEES: First Time Reserve Study Fee: **\$8,400.00** First Year (2026) Update Fee: **\$2,100.00**
**ANY ALTERNATE SCHEDULES OR SCENARIOS IS AN ADDITIONAL COST BASED ON SCOPE OF WORK.*

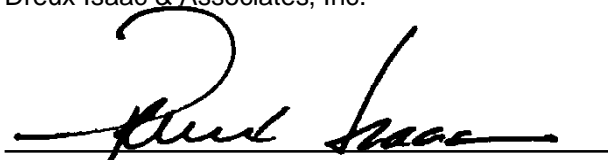
The First Year Update Fee is an open option for the client and shown for information purposes only. Acceptance of this proposal does not include acceptance of the First Year Update Reports.

PAYMENT: The 1st Time Reserve Study fee is due as follows: 50% is due upon completion of the on-site visual survey portion of the work. The remaining 50% balance is due upon receipt of the draft study. After 30 days payment will be past due.

REVISIONS: Within 30 days of receiving your reserve study draft, you can submit one set of changes and request one revised reserve study draft be prepared at no additional charge. After 30 days the reserve study draft will become the final unless an extension has been agreed upon. Changes after 30 days, or after completing the first revision can be made, but there will be an additional fee for each set of changes requested.

TIME FRAME: As of this proposal date, the estimated starting time frame for the work proposed will be in **1st Quarter of 2025**.

CONTRACTOR: Dreux Isaac & Associates, Inc.



Dreux Isaac, President

March 6, 2024

Date

ACCEPTED: Silverado Community Development District

Authorized Signature

Date

Name (Please Print)

Position/Title

DREUX ISAAC & ASSOCIATES, INC.

10151 UNIVERSITY BLVD., STE. 323 • ORLANDO, FL 32817 • 800.866.9876 • 407.695.5226 • FAX 407.695.3865 • WWW.DIA-CORP.COM

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7F11



Property Wellness Reserve Study Program Proposal Level I Reserve Study

Reserve Advisors, LLC
201 E. Kennedy Boulevard, Suite 1150
Tampa, FL 33602
(800) 980-9881
reserveadvisors.com

Silverado Community Development District
Zephyrhills, FL



Reserve Advisors

Your Property Wellness Consultants



Our Property Wellness Reserve Study Program

Your home is the most expensive personal property you will ever own. The responsibility for preserving its value reaches beyond your home to include the spaces you share with your neighbors. Structures, systems, streets and amenities must be maintained to protect the value of your investment. But the required responsibility often stretches beyond individual knowledge and expertise. That's why associations turn to Reserve Advisors. As your property wellness consultants, our reserve study helps associations understand their assets, expected lifespans, and both the budgets and maintenance needed to keep them in great working order.



A Proactive Property Wellness Program

Our engineers provide a thorough evaluation of your property and shared assets, and create a strong, informed plan to maximize your community's physical and financial wellness for the long haul. Because proactive care ensures that your shared property is cared for the way you would care for your home. We have been helping communities thrive for over 30 years. But the job we are obsessed with is making sure you and your neighbors have what you need to protect your property today, and prevent costly and avoidable repairs tomorrow. It is the best way to care for the place that makes you feel welcome, safe, secure and proud.



Threshold Funding Strategy

The most stable and equitable approach to funding reserves, this strategy aggregates all future expenditures and calculates annual reserve contributions such that the reserve balance never falls below a minimum threshold.

Helping Communities Thrive for Over 30 Years

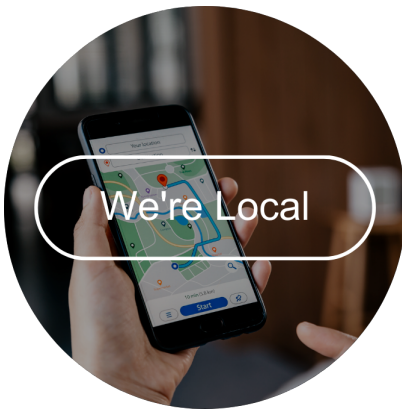
Reserve Advisors has prepared over 29,000 reserve studies for common interest realty associations nationwide. Our service area is one of the largest in the industry.

Through the leadership of our founders, John Poehlmann and Theodore Salgado, we helped pioneer the standards that all reserve study providers are measured by today. This success comes from our independence, extensive knowledge and experience. We pride ourselves on delivering unbiased recommendations that give community associations the plans they need to ensure the future well-being of their property.

60+
ENGINEERS

29,000
RESERVE STUDIES CONDUCTED

300+
YEARS OF RESERVE STUDY EXPERIENCE



Local Conditions

Drawing upon our broad national experience, we recognize the profound impact local conditions have on the wear and tear of common property and subsequent replacement needs.

Local Costs

Our exclusive database of client project costs grants you real-time access to localized pricing, ensuring that your reserve study projections are not reliant on standardized costs.

Level I Full Reserve Study



	LEVEL I	LEVEL II	LEVEL III
	FULL RESERVE STUDY	RESERVE STUDY UPDATE WITH SITE-VISIT	RESERVE STUDY WITHOUT SITE-VISIT
		RESERVE STUDY PROCESS	
ONSITE VISUAL INSPECTION	✓	✓	
PRE-INSPECTION MEETING	✓	✓	
COMPONENT INVENTORY PLUS COMPONENT QUANTITIES & MEASUREMENTS	Established	Re-Assessed/Evaluated	Reflects prior study
CONDITION ASSESSMENTS	Based on visual observation	Based on visual observation	As reported by association
USEFUL LIFE ESTIMATES	Based on engineer's condition assessment	Based on engineer's condition assessment	Based on client's reported condition
VALUATION/COST ESTIMATES VIA PROPRIETARY BID DATABASE	Established for each reserve component	Re-evaluated for each reserve component	Re-evaluated for each reserve component
		KEY DELIVERABLES	
MEETS AND EXCEEDS CAI'S NATIONAL RESERVE STUDY STANDARDS	✓	✓	✓
PRIORITIZED LIST OF CAPITAL EXPENDITURES	✓	✓	✓
CUSTOMIZED RECOMMENDED FUNDING PLAN(S)	✓	✓	✓
RECOMMENDED PREVENTATIVE MAINTENANCE ACTIVITIES	✓	✓	
INCLUSION OF LONG-LIVED ASSETS	✓	✓	✓
ELECTRONIC REPORT	Comprehensive report with component detail	Comprehensive report with component detail	Executive summary overview
EXCEL SPREADSHEETS	✓	✓	✓
SUPPORT WITH IMPLEMENTATION OF REPORT	✓	✓	✓
COMPLIMENTARY REPORT REVISION	✓	✓	
UNCONDITIONAL POST-STUDY SUPPORT AT NO ADDITIONAL COST INCLUDING REPORT PRESENTATION	✓	✓	✓
	RECOMMENDED SERVICE LEVEL		

We are proposing a Level I Full Reserve Study. This service involves developing a component list and quantification of each item - a crucial aspect often overlooked by unqualified providers. This service is suitable for communities that have never undergone a reserve study, as well as those contemplating a change in reserve study providers. Conducting a Level I Reserve Study allows us to not only verify the accuracy of the component inventory and related quantities/measurements with certainty - the foundation of any reserve study - but to also present capital planning recommendations with unwavering confidence.

Property Wellness Reserve Study Program - Level I

Reserve Advisors will perform a Level I Reserve Study in accordance with Community Associations Institute (CAI) National Reserve Study Standards. Your reserve study is comprised of the following:

Physical Analysis: The reserve study consultant will develop a detailed list of reserve components, also known as a component inventory, and related quantities for each. We will complete a condition assessment or physical evaluation for each reserve component and the current condition of each will be documented with photographs. Life and cost estimates will be performed to determine estimated useful lives, remaining useful lives and current cost of repair or replacement.

Financial Analysis: The reserve study consultant will identify the current reserve fund status in terms of cash value and prepare a customized funding plan. The funding plan outlines recommended annual reserve contributions to offset the future cost of capital projects over the next 30 years.

Property Description

Silverado Community Development District comprises 430 homes. We've identified and will include the following reserve components:

Clubhouse(s), Pond(s), Playground(s), Pool(s), Pool House(s), Streets and Curbs, Access Drives, Parking Areas and/or Driveways, Irrigation System, Landscaping, Mailboxes, Signage, and other property specifically identified that you'd like us to include.

Scope of work includes all property owned-in-common as defined in your association's declaration and other property specifically identified that you'd like us to include.

Key Elements of Your Level I Property Wellness Reserve Study Program

Reserve Advisors' Exclusive Tools

Reserve Advisors' exclusive tools allow you to make informed decisions to maintain your association's long-term physical and financial health.



Reserve Expenditures

View your community's entire schedule of prioritized expenditures for the next 30-years on one easy-to read spreadsheet.

[View Example](#)



Funding Plan

Establishes the most stable and equitable recommended annual reserve contributions necessary to meet your future project needs.

[View Example](#)



Reserve Funding Graph

Highlights your community's current financial health and provides visibility to your projected cash flow over the next 30 years.

[View Example](#)



Component Specific Details

Including photographic documentation of conditions, project specific best practices outlining the scope of future projects, and preventative maintenance activities to maximize component useful lives.

[View Example](#)



Excel Spreadsheets

Empowering you to make more informed decisions by adjusting project schedules, future costs, and annual contributions in real time.

For Confidence in All Decisions

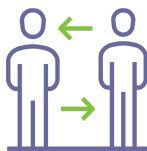


Personalized Experience Guarantee

As your trusted advisor, we are committed to providing clarity on the true cost of property ownership through a comprehensive reserve study solution and unmatched advisory services. If the experience we provide fails to live up to your expectations, contact us at any time for a refund.



Your property is your biggest investment. Here's why our solution is the best for your community:



Full Engagement

It's our job to understand your specific concerns and to discuss your priorities in order to ensure your reserve study experience exceeds expectations.



Detailed Understanding

We will do whatever it takes to ensure you have complete confidence in interpreting and putting into practice our findings and recommendations.



Ongoing Support

Unlike other firms, we provide current and future boards with additional insight, availability to answer questions and guidance well beyond report delivery.

The Time to Protect Your Property's Long-Term Health is Now

This proposal, dated 03 / 06 / 2024, for a **Level I Property Wellness Reserve Study**, is valid for 90 days.

To Start Your Property Wellness Level I Reserve Study Program Today:

1. Select the service options below to confirm scope of engagement

Service	Price
<p>Reserve Study (Level I)</p> <p>This service includes a pre-project meeting to discuss your unique needs and priorities with our engineer. You'll receive: 1) a PDF report with 30-year expenditure and funding plan tables, 2) Excel spreadsheet with formulas, and 3) Complimentary support with implementation of your study and ongoing guidance.</p>	\$6,200.00
Total	\$6,200.00

2. E-sign below

Signature:

Title:

Name:

Date:

For: Silverado Community Development District

Ref: 240953

3. Pay \$3,100.00

Retainer via mail or ACH

Mailing Address

Reserve Advisors, LLC
 PO Box 88955
 Milwaukee, WI 53288-8926

ACH

Send Remittances to 'accounting@reserveadvisors.com' at time of payment
Checking Account Number: 151391168
Routing Number: 075905787
Financial Institution: First Business Bank
 17335 Golf Parkway, Suite 150 | Brookfield, WI 53045

You will receive your electronic report approximately four (4) weeks after our inspection, based on timely receipt of all necessary information from you. Authorization to inspection time varies depending on demand for our services. This proposal, dated 03 / 06 / 2024, is valid for 90 days, and may be executed and delivered by facsimile, portable document format (.pdf) or other electronic signature pages, and in any number of counterparts, which taken together shall be deemed one and the same instrument. One complimentary hard copy report is available upon request.

Professional Service Conditions

Our Services - Reserve Advisors, LLC (“RA” or “us” or “we”) performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our reserve study is to provide a budget planning tool that identifies the current status of the reserve fund, and an opinion recommending an annual funding plan, to create reserves for anticipated future replacement expenditures of the subject property. The purpose of our energy benchmarking services is to track, collect and summarize the subject property’s energy consumption over time for your use in comparison with other buildings of similar size and establishing a performance baseline for your planning of long-term energy efficiency goals.

Our inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. RA inspects sloped roofs from the ground and inspects flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. Our energy benchmarking services with respect to the subject property is limited to collecting energy and utility data and summarizing such data in the form of an Energy Star Portfolio Manager Report or any other similar report, and hereby expressly excludes any recommendations with respect to the results of such energy benchmarking services or the accuracy of the energy information obtained from utility companies and other third-party sources with respect to the subject property. The reserve report and any energy benchmarking report (i.e., any Energy Star Portfolio Manager Report) (including any subsequent revisions thereto pursuant to the terms hereof, collectively, the “Report”) are based upon a “snapshot in time” at the moment of inspection. RA may note visible physical defects in the Report. The inspection is made by employees generally familiar with real estate and building construction. Except to the extent readily apparent to RA, RA cannot and shall not opine on the structural integrity of or other physical defects in the property under any circumstances. Without limitation to the foregoing, RA cannot and shall not opine on, nor is RA responsible for, the property’s conformity to specific governmental code requirements for fire, building, earthquake, occupancy or otherwise.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the Report. RA does not provide invasive testing on any mechanical systems that provide energy to the property, nor can RA opine on any system components that are not easily accessible during the inspection. RA does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the property. RA does not make any soil analysis or geological study as part of its services, nor does RA investigate vapor, water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions, and RA assumes no responsibility for any such conditions. The Report contains opinions of estimated replacement costs or deferred maintenance expenses and remaining useful lives, which are neither a guarantee of the actual costs or expenses of replacement or deferred maintenance nor a guarantee of remaining useful lives of any property element.

RA assumes, without independent verification, the accuracy of all data provided to it. Except to the extent resulting from RA’s willful misconduct in connection with the performance of its obligations under this agreement, you agree to indemnify, defend, and hold RA and its affiliates, officers, managers, employees, agents, successors and assigns (each, an “RA Party”) harmless from and against (and promptly reimburse each RA Party for) any and all losses, claims, actions, demands, judgments, orders, damages, expenses or liabilities, including, without limitation, reasonable attorneys’ fees, asserted against or to which any RA Party may become subject in connection with this engagement, including, without limitation, as a result of any false, misleading or incomplete information which RA relied upon that was supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction or to whom you provided the Report. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY (IF ANY) OF RA WITH RESPECT TO THIS AGREEMENT AND RA’S OBLIGATIONS HEREUNDER IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RA FROM YOU FOR THE SERVICES AND REPORT PERFORMED BY RA UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. YOUR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE YOUR SOLE REMEDIES FOR ANY FAILURE OF RA TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR OTHERWISE. RA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. RA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR OF ANY NATURE, WITH REGARD TO THE SERVICES AND THE REPORT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Professional Service Conditions - Continued

Report - RA will complete the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations with respect to the reserve study and is deemed complete. RA will consider any additional information made available to RA within 6 months of issuing the Report and issue a revised Report based on such additional information if a timely request for a revised Report is made by you. RA retains the right to withhold a revised Report if payment for services was not tendered in a timely manner. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of RA and may be used for whatever purpose it sees fit. RA reserves the right to, and you acknowledge and agree that RA may, use any data provided by you in connection with the services, or gathered as a result of providing such services, including in connection with creating and issuing any Report, in a de-identified and aggregated form for RA's business purposes.

Your Obligations - You agree to provide us access to the subject property for an on-site visual inspection. You agree to provide RA all available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete the Report. Additionally, you agree to provide historical replacement schedules, utility bills and historical energy usage files that RA requests and deems necessary to complete the energy benchmarking services, and you agree to provide any utility release(s) reasonably requested by RA permitting RA to obtain any such data and/or information from any utility representative or other third party. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

Use of Our Report - Use of the Report is limited to only the purpose stated herein. You acknowledge that RA is the exclusive owner of all intellectual property rights in and relating to the Report. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and that you will be liable for the consequences of any unauthorized use or distribution of the Report. Use or possession of the Report by any unauthorized third party is prohibited. The Report in whole or in part is not and cannot be used as a design specification for design engineering purposes or as an appraisal. You may show the Report in its entirety to the following third parties: members of your organization (including your directors, officers, tenants and prospective purchasers), your accountants, attorneys, financial institutions and property managers who need to review the information contained herein, and any other third party who has a right to inspect the Report under applicable law including, but not limited, to any government entity or agency, or any utility companies. Without the written consent of RA, you shall not disclose the Report to any other third party. By engaging our services, you agree that the Report contains intellectual property developed (and owned solely) by RA and agree that you will not reproduce or distribute the Report to any party that conducts reserve studies or energy benchmarking services without the written consent of RA.

RA will include (and you hereby agree that RA may include) your name in our client lists. RA reserves the right to use (and you hereby agree that RA may use) property information to obtain estimates of replacement costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

Payment Terms, Due Dates and Interest Charges - If reserve study and energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and prior to the inspection by RA, and any balance is due net 30 days from the Report shipment date. If only energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and any balance is due net 30 days from the Report shipment date. In any case, any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Unless this agreement is earlier terminated by RA in the event you breach or otherwise fail to comply with your obligations under this agreement, RA's obligations under this agreement shall commence on the date you execute and deliver this agreement and terminate on the date that is 6 months from the date of delivery of the Report by RA. Notwithstanding anything herein to the contrary, each provision that by its context and nature should survive the expiration or early termination of this agreement shall so survive, including, without limitation, any provisions with respect to payment, intellectual property rights, limitations of liability and governing law.

Miscellaneous – Neither party shall be liable for any failures or delays in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, pandemic, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control; provided, however, that you shall not be relieved from your obligations to make any payment(s) to RA as and when due hereunder. In the event of a delay in performance due to any such cause, the time for completion or date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay. You may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of RA. RA may freely assign or otherwise transfer this agreement, in whole or in part, without your prior consent. This agreement shall be governed by the laws of the State of Wisconsin without regard to any principles of conflicts of law that would apply the laws of another jurisdiction. Any dispute with respect to this agreement shall be exclusively venued in Milwaukee County Circuit Court or in the United States District Court for the Eastern District of Wisconsin. Each party hereto agrees and hereby waives the right to a trial by jury in any action, proceeding or claim brought by or on behalf of the parties hereto with respect to any matter related to this agreement.

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7GI



2161 East County Road 540A #225

Lakeland, FL 33813

Phone: (813) 565-4663

DATE

3/20/2024

BILL TO

Silverado CDD
5322 Primrose Lake Cricle Suite C
Tampa, FL 33647

ESTIMATE NUMBER

SCDD3202024

DESCRIPTION	AMOUNT
Repaint the floors of both restrooms (men's and women's)	1,125.00
including clear coat seal	
<i>Labor, paint, and materials included</i>	
<i>Thank you for your business!</i>	1,125.00
	\$ 1,125.00

Signature

Date

If you have any questions about this invoice, please contact

Michael Sakellarides, Michael@BreezeHome.com



2161 East County Road 540A #225

Lakeland, FL 33813

Phone: (813) 565-4663

DATE

3/20/2024

BILL TO

Silverado CDD
5322 Primrose Lake Cricle Suite C
Tampa, FL 33647

ESTIMATE NUMBER

SCDD3202024

DESCRIPTION	AMOUNT
Repaint the walls of both restrooms (men's and women's)	975.00
<i>This proposal does not include seal coating or the floors</i>	
<i>Labor, paint, and materials included</i>	
<i>Thank you for your business!</i>	975.00
	\$ 975.00

Signature

Date

If you have any questions about this invoice, please contact

Michael Sakellarides, Michael@BreezeHome.com

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7G11



Silverado CDD
c/o Breeze Home
Attn: Gaby Arroyo
1540 International Pkwy., Ste 2000
Lake Mary, Fl. 32746
Email: Gaby@BreezeHome.com

Date March 19, 2024
Project: Interior Restroom Floors

We are pleased to submit our contract for the following:

Please see specifications attached above for complete detail of work.

PRICES:

Interior Floors Only -Men’s and Ladies Restroom:..... \$ 1,285.00

Includes: Repainting of the interior floors only of the men’s and ladies restroom located in Silverado Clubhouse (2 bathrooms). Floors to have epoxy multi spec finish (black, white, gray chips), to follow Sherwin Williams Specifications. Price includes material and labor.

Excludes: Factory finished items, walls, panels/stalls and anything not specifically mentioned above.

Payment to be as follows: Balance Due Upon Completion

All material is to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the enclosed specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owners will be responsibility for any equipment cost associated with work delays due to approval of colors, samples, mockups, etc... **After payment terms have been negotiated, payment schedule will follow and become part of this contract.** We shall not be liable for delays resulting from strikes or other labor troubles, direct or indirect acts of government, fires, floods, hurricanes, accidents or any other cause beyond our control. We are not responsible for damage to lanai screens due to following our scope of work, or for overspray on vehicles that were not moved after our notice was posted advising vehicle owners to do so. Owner to carry fire, tornado, and any other necessary insurance coverage. Vice Painting to carry General Liability and Workman's Compensation Insurance coverage. **This proposal and contract is valid for 30 days.**

VICE PAINTING, LLC.

By: *Matt Vice*
Matt Vice, President

The enclosed prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Acceptance Date: _____

Print Name: _____

Title: _____



Silverado CDD
c/o Breeze Home
Attn: Gaby Arroyo
1540 International Pkwy., Ste 2000
Lake Mary, Fl. 32746
Email: Gaby@BreezeHome.com

Date March 19, 2024
Project: Interior Restroom Walls

We are pleased to submit our contract for the following:

Please see specifications attached above for complete detail of work.

PRICES:

Interior Walls -Men’s and Ladies Restroom:..... \$ 975.00

Includes: Repainting of the interior walls only of the men’s and ladies restroom located in Silverado Clubhouse(2 bathrooms). Paint to match the existing paint color unless notified by management of color change. Following Sherwin Williams Specifications. Price includes material and labor.

Excludes: Floors, factory finished items and anything not specifically mentioned above.

Payment to be as follows: Balance Due Upon Completion

All material is to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the enclosed specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owners will be responsibility for any equipment cost associated with work delays due to approval of colors, samples, mockups, etc... **After payment terms have been negotiated, payment schedule will follow and become part of this contract.** We shall not be liable for delays resulting from strikes or other labor troubles, direct or indirect acts of government, fires, floods, hurricanes, accidents or any other cause beyond our control. We are not responsible for damage to lanai screens due to following our scope of work, or for overspray on vehicles that were not moved after our notice was posted advising vehicle owners to do so. Owner to carry fire, tornado, and any other necessary insurance coverage. Vice Painting to carry General Liability and Workman's Compensation Insurance coverage. **This proposal and contract is valid for 30 days.**

VICE PAINTING, LLC.

By: *Matt Vice*
Matt Vice, President

The enclosed prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Acceptance Date: _____

Print Name: _____

Title: _____

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

7GIII

Florida Brother's Maintenance & Repair, LLC.

820 Old Windsor Way
Spring Hill, FL 34609 US
(813) 476-1933
floridabrothersllc@gmail.com



Estimate

ADDRESS
1540 International Pkwy
Suite 2000
Lake Mary, FL 32746 USA

ESTIMATE 1245
DATE 02/16/2024
EXPIRATION DATE 04/06/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Paint	<p>Estimate to repaint & clear coat seal the clubhouse bathroom floors (both men's & women's restrooms).</p> <p>These floors will have a durable, 2-part epoxy formula worked onto the interior concrete surface. Fill any cracks that currently show.</p> <p>Provide a professional glossy finish that will provide a long lasting protection that is 5X harder than 1-part epoxy floor paint.</p> <p>The floor can be walked on & ready in 24 hours.</p> <p>This will be a high gloss - gray finish - with decorative black, white, blue chips.</p>	1	1,355.00	1,355.00

Thank you for your business!

SUBTOTAL 1,355.00

Estimate to repaint & clear coat seal the clubhouse bathroom floors (both men's & women's restrooms).

TAX 0.00

These floors will have a durable, 2-part epoxy formula worked onto the interior concrete surface. Fill any cracks that currently show.

Provide a professional glossy finish that will provide a long lasting protection that is 5X harder than 1-part epoxy floor paint.

The floor can be walked on & ready in 24 hours.

This will be a high gloss - gray finish - with decorative black, white, blue chips.

TOTAL **\$1,355.00**

Customer is tax exempt.

Accepted By

Accepted Date

Florida Brother's Maintenance & Repair, LLC.

820 Old Windsor Way
Spring Hill, FL 34609 US
(813) 476-1933
floridabrothersllc@gmail.com



Estimate

ADDRESS
Silverado CDD
1540 International Pkwy
Suite 2000
Lake Mary, FL 32746 USA

ESTIMATE 1261
DATE 03/10/2024
EXPIRATION DATE 04/27/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Paint	This estimate is to paint the inside of the restrooms at the clubhouse (both men's & women's) in Silverado. This is to do a complete repaint of the interior walls (not floor). This paint would be to match the current color, unless specified of wanting a different color. Total includes materials, supplies & labor for this said project.	1	1,110.00	1,110.00

Thank you for the business opportunity.

This estimate is to paint the inside of the restrooms at the clubhouse (both men's & women's) in Silverado. This is to do a complete repaint of the interior walls (not floor). This paint would be to match the current color, unless specified of wanting a different color.
Total includes materials, supplies & labor for this said project.

Customer is tax exempt.

SUBTOTAL	1,110.00
TAX	0.00
TOTAL	\$1,110.00

Accepted By

Accepted Date

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-03

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*.

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

- 1. PRIMARY ADMINISTRATIVE OFFICE.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
- 2. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 28th day of March, 2024.

ATTEST:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located at: _____
_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

10



Work Order
 Work Order Number 00488416
 Created Date 1/25/2024

Account Silverado Ranch CDD
 Contact Jamie Sanchez
 Address 6010 Silverado Ranch Blvd
 Zephyrhills, FL 33541

Work Details

Specialist Comments to Customer: Debris removal in ponds 4,8,17,18. Inspected pond 3, 13. Treated pond 8 for filamentous algae, submerged weeds. Treated ponds 22,23 for grasses. Water levels lower then last visit. Thank you.

Prepared By: Kenten Emerson

Work Order Assets

Asset	Status	Product Work Type
Silverado Ranch Cdd-Lake-ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Silverado Ranch Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Silverado Ranch Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	LAKE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	ALGAE CONTROL	
Silverado Ranch Cdd-Lake-ALL		



Work Order 00491943
 Work Order 00491943
 Number
 Created Date 2/9/2024

Account Silverado Ranch CDD
 Contact Jamie Sanchez
 Address 6010 Silverado Ranch Blvd
 Zephyrhills, FL 33541

Work Details

Specialist Comments to Customer: Treated grasses in ponds 9,10,12,13,14. Treated algae in ponds 9,10,12,13. Treated floating weeds in pond 10. Site is in decent condition, with receding water levels, and 3 feet water clarity. Thank you.

Prepared By: Kenten Emerson

Work Order Assets

Asset	Status	Product Work Type
Silverado Ranch Cdd-Lake-ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Silverado Ranch Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Silverado Ranch Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	LAKE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	ALGAE CONTROL	
Silverado Ranch Cdd-Lake-ALL		



Work Order 00500707
 Work Order 00500707
 Number
 Created Date 2/22/2024

Account Silverado Ranch CDD
 Contact Jamie Sanchez
 Address 6010 Silverado Ranch Blvd
 Zephyrhills, FL 33541

Work Details

Specialist Treated ponds 19,20,21,6 for filamentous algae. Prepared By Kenten Emerson
 Comments to All other ponds in good condition. Water level
 Customer lower then last visit. Thank you

Work Order Assets

Asset	Status	Product Work Type
Silverado Ranch Cdd-Lake-ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Silverado Ranch Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Silverado Ranch Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	LAKE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	ALGAE CONTROL	
Silverado Ranch Cdd-Lake-ALL		



Work Order 00508607
Work Order 00508607
Number
Created Date 2/28/2024

Account Silverado Ranch CDD
Contact Jamie Sanchez
Address 6010 Silverado Ranch Blvd
Zephyrhills, FL 33541

Work Details

Specialist Treated filamentous algae in ponds 17,19,23
Comments to Customer
Prepared By Kenten Emerson

Work Order Assets

Asset	Status	Product Work Type
Silverado Ranch Cdd-Lake-ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Silverado Ranch Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Silverado Ranch Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	LAKE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	ALGAE CONTROL	
Silverado Ranch Cdd-Lake-ALL		



Work Order 00495997
Work Order 00495997
Number
Created Date 2/29/2024

Account Silverado Ranch CDD
Contact Jamie Sanchez
Address 6010 Silverado Ranch Blvd
Zephyrhills, FL 33541

Work Details

Specialist -Treated algae: 6, 19, 20 & 21 Prepared By NICK MARGO
Comments to Customer Thank You For Choosing SOLitude Lake Management!

Work Order Assets

Asset	Status	Product Work Type
Silverado Ranch Cdd-Lake-ALL	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Silverado Ranch Cdd-Lake-ALL	MONITORING	
Silverado Ranch Cdd-Lake-ALL		



Work Order 00511865
 Work Order 00511865
 Number
 Created Date 3/7/2024

Account Silverado Ranch CDD
 Contact Jamie Sanchez
 Address 6010 Silverado Ranch Blvd
 Zephyrhills, FL 33541

Work Details

Specialist Comments to Customer: Treated grasses in ponds 1,10. Treated filamentous algae in ponds 7.11. Inspection on sites 3-14,17,18,19. Site seems to be in great condition, with minor algae issues that I've been chipping away at. Water level lower than normal. Thank you.

Prepared By: Kenten Emerson

Work Order Assets

Asset	Status	Product Work Type
Silverado Ranch Cdd-Lake-ALL	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Silverado Ranch Cdd-Lake-ALL	MONITORING	
Silverado Ranch Cdd-Lake-ALL		

Service Report



Work Order 00536836
Work Order 00536836
Number
Created Date 3/14/2024

Account Silverado Ranch CDD
Contact Jamie Sanchez
Address 6010 Silverado Ranch Blvd
Zephyrhills, FL 33541

Work Details

Specialist Comments to Customer Treated grasses in ponds 17-23. Treated filamentous algae in ponds 19. Thank you Customer
Prepared By Kenten Emerson

Work Order Assets

Asset	Status	Product Work Type
Silverado Ranch Cdd-Lake-ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Silverado Ranch Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Silverado Ranch Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	LAKE WEED CONTROL	
Silverado Ranch Cdd-Lake-ALL	ALGAE CONTROL	
Silverado Ranch Cdd-Lake-ALL		

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 29, 2024**

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 29, 2024**

	General Fund	Debt Service Fund Series 2016A-1	Debt Service Fund Series 2017A-1	Debt Service Fund Series 2018A-1	Debt Service Fund Series 2018A-2	Capital Projects Fund Series 2018A-1	Total Governmental Funds
ASSETS							
Cash	\$ 841,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 841,576
Investments							
Revenue	-	106,552	111,841	171,270	140,442	-	530,105
Reserve	-	55,360	53,325	72,075	252,638	-	433,398
Prepayment	-	60	-	-	-	-	60
Construction	-	-	-	-	-	49,976	49,976
Due from general fund	-	664	626	1,691	1,328	-	4,309
Utility deposit	2,908	-	-	-	-	-	2,908
Total assets	<u>\$ 844,484</u>	<u>\$162,636</u>	<u>\$165,792</u>	<u>\$245,036</u>	<u>\$394,408</u>	<u>\$ 49,976</u>	<u>\$ 1,862,332</u>
LIABILITIES							
Liabilities:							
Accounts payable	\$ 7,512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,512
Due to debt service fund 2016A-1	664	-	-	-	-	-	664
Due to debt service fund 2017A-1	626	-	-	-	-	-	626
Due to debt service fund 2018A-1	1,691	-	-	-	-	-	1,691
Due to debt service fund 2018A-2	1,328	-	-	-	-	-	1,328
Accrued taxes payable	122	-	-	-	-	-	122
Developer advance	10,372	-	-	-	-	-	10,372
Total liabilities	<u>22,315</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,315</u>
FUND BALANCES							
Restricted for							
Debt service	-	162,636	165,792	245,036	394,408	-	967,872
Capital projects	-	-	-	-	-	49,976	49,976
Assigned							
Working capital	227,821	-	-	-	-	-	227,821
Unassigned	594,348	-	-	-	-	-	594,348
Total fund balances	<u>822,169</u>	<u>162,636</u>	<u>165,792</u>	<u>245,036</u>	<u>394,408</u>	<u>49,976</u>	<u>1,840,017</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 844,484</u>	<u>\$162,636</u>	<u>\$165,792</u>	<u>\$245,036</u>	<u>\$394,408</u>	<u>\$ 49,976</u>	<u>\$ 1,862,332</u>

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ 817,578	\$ 827,178	99%
Total revenues	<u>-</u>	<u>817,578</u>	<u>827,178</u>	99%
EXPENDITURES				
Professional & administrative				
General administration				
Supervisors' fees and FICA	861	3,875	12,918	30%
Management consulting services	4,000	20,000	48,000	42%
Printing & binding	42	208	500	42%
Telephone	17	83	200	42%
Other current charges	372	372	500	74%
Auditing services	-	-	3,450	0%
Postage	11	65	500	13%
Insurance	-	7,006	6,586	106%
Regulatory and permit fees	-	175	175	100%
Legal advertising	-	141	1,500	9%
Engineering	-	9,521	20,000	48%
Legal	2,101	8,593	25,000	34%
Website hosting	-	705	705	100%
ADA website compliance	-	-	210	0%
Meeting room rental	20	20	720	3%
Debt administration				
Dissemination agent	250	1,250	3,000	42%
DSF accounting	458	2,292	5,500	42%
Trustee fees	-	4,256	16,080	26%
Arbitrage rebate calculation	-	-	3,000	0%
Total professional & administrative	<u>8,132</u>	<u>58,562</u>	<u>148,544</u>	39%

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Physical environment expenditures				
Streetpole lighting	11,858	36,147	110,500	33%
Electricity (irrigation & pond pumps)	254	1,391	4,134	34%
Landscaping maintenance	34,946	100,051	205,192	49%
Landscape replenishment	-	-	20,000	0%
Palms & tree trimming	-	-	15,000	0%
Irrigation maintenance	-	-	25,000	0%
Pond maintenance	2,802	14,013	38,000	37%
Bush hog mowing	-	-	6,300	0%
Fertilizer & mulch	-	-	18,000	0%
Property insurance	-	22,746	21,416	106%
Solid waste disposal	-	190	540	35%
Comprehensive field tech services	1,260	7,560	15,120	50%
Field ops accounting	500	2,500	6,000	42%
Pet waste removal	241	965	2,700	36%
Wetland maintenance	600	3,000	8,200	37%
Storm readiness	-	-	5,000	0%
Amenity center				
Pool service contract	1,250	6,150	20,240	30%
Pool maintenance & repairs	-	-	8,500	0%
Pool resurfacing	-	-	20,000	0%
Pool Furniture	-	-	12,000	0%
Pool permit	-	-	275	0%
Flood insurance	-	-	4,200	0%
Cleaning & maintenance	1,000	10,000	16,000	63%
Internet	153	750	1,500	50%
Electricity	1,082	5,538	12,197	45%
Water	318	1,730	6,672	26%
Pest control	450	930	1,440	65%
Camera monitoring	189	945	3,600	26%
Refuse service	-	-	1,000	0%
Landscape maintenance - infill	-	-	5,000	0%
Contingency	85	169	25,000	1%
Miscellaneous repairs & maintenance	14	5,124	10,000	51%
Total field operations	<u>57,002</u>	<u>219,899</u>	<u>648,726</u>	34%
Other fees & charges				
Property appraiser	-	-	175	0%
Tax collector	-	16,332	17,233	95%
Total other fees & charges	<u>-</u>	<u>16,332</u>	<u>17,408</u>	94%
Total expenditures	<u>65,134</u>	<u>294,793</u>	<u>814,678</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	(65,134)	522,785	12,500	
Fund balances - beginning	<u>887,303</u>	<u>299,384</u>	<u>230,360</u>	
Fund balance - ending				
Assigned				
Working capital	193,064	227,821	227,821	
Unassigned	629,105	594,348	15,039	
Fund balances - ending	<u>\$ 822,169</u>	<u>\$ 822,169</u>	<u>\$ 242,860</u>	

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016A-1 BONDS
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 57,114	\$ 57,784	99%
Interest	671	2,816	-	N/A
Total revenues	<u>671</u>	<u>59,930</u>	<u>57,784</u>	104%
31-Jan-24				
Debt service				
Interest	-	20,850	41,610	50%
Principal	-	13,000	13,000	100%
Total debt service	<u>-</u>	<u>33,850</u>	<u>54,610</u>	62%
Other fees & charges				
Tax collector	-	1,141	1,204	95%
Total other fees and charges	<u>-</u>	<u>1,141</u>	<u>1,204</u>	95%
Total expenditures	<u>-</u>	<u>34,991</u>	<u>55,814</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	671	24,939	1,970	
Fund balances - beginning	161,965	137,697	133,639	
Fund balances - ending	<u>\$ 162,636</u>	<u>\$ 162,636</u>	<u>\$ 135,609</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 FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ 53,828	\$ 54,460	99%
Interest	685	2,925	-	N/A
Total revenues	<u>685</u>	<u>56,753</u>	<u>54,460</u>	104%
EXPENDITURES				
Debt service				
31-Jan-24	-	18,650	36,925	51%
Principal	-	15,000	15,000	100%
Total debt service	<u>-</u>	<u>33,650</u>	<u>51,925</u>	65%
Other fees & charges				
Tax collector	-	1,075	1,135	95%
Total other fees and charges	<u>-</u>	<u>1,075</u>	<u>1,135</u>	95%
Total expenditures	<u>-</u>	<u>34,725</u>	<u>53,060</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	685	22,028	1,400	
Fund balances - beginning	165,107	143,764	139,799	
Fund balances - ending	<u>\$ 165,792</u>	<u>\$ 165,792</u>	<u>\$ 141,199</u>	

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018A-1 BONDS
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ 145,509	\$ 147,217	99%
Interest	1,003	3,710	-	N/A
Total revenues	<u>1,003</u>	<u>149,219</u>	<u>147,217</u>	101%
31-Jan-24				
Debt service				
Interest	-	52,200	103,525	50%
Principal	-	35,000	35,000	100%
Total debt service	<u>-</u>	<u>87,200</u>	<u>138,525</u>	63%
Other fees & charges				
Tax collector	-	2,907	3,067	95%
Total other fees and charges	<u>-</u>	<u>2,907</u>	<u>3,067</u>	95%
Total expenditures	<u>-</u>	<u>90,107</u>	<u>141,592</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	1,003	59,112	5,625	
Fund balances - beginning	244,033	185,924	180,528	
Fund balances - ending	<u>\$ 245,036</u>	<u>\$ 245,036</u>	<u>\$ 186,153</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 FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ 114,285	\$ 115,623	99%
Interest	1,631	6,843	-	N/A
Total revenues	<u>1,631</u>	<u>121,128</u>	<u>115,623</u>	105%
31-Jan-24				
Debt service				
Interest	-	42,762	85,525	50%
Principal	-	-	25,000	0%
Total debt service	<u>-</u>	<u>42,762</u>	<u>110,525</u>	39%
Other fees & charges				
Tax collector	-	2,283	2,409	95%
Total other fees and charges	<u>-</u>	<u>2,283</u>	<u>2,409</u>	95%
Total expenditures	<u>-</u>	<u>45,045</u>	<u>112,934</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	1,631	76,083	2,689	
Fund balances - beginning	<u>392,777</u>	<u>318,325</u>	<u>309,928</u>	
Fund balances - ending	<u>\$ 394,408</u>	<u>\$ 394,408</u>	<u>\$ 312,617</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 FEBRUARY 29, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 209	\$ 1,185
Total revenues	209	1,185
 31-Jan-24		
Capital outlay	-	11,040
Total expenditures	-	11,040
 Excess/(deficiency) of revenues over/(under) expenditures	209	(9,855)
 Fund balances - beginning	49,767	59,831
Fund balances - ending	\$ 49,976	\$ 49,976

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 January 25, 2024 at 6:00 p.m., at the Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542.

Present were:

Michael Ozorowsky	Chair
Thomas Smith	Vice Chair
Francisco Alexander	Assistant Secretary
Lee Chamoff	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Meredith Hammock	District Counsel
Cory Roberts	Kilinski Van Wyk PLLC
Gaby Arroyo	Community Director, Breeze Management
Angie Lynch	Breeze Management (Breeze)
Angel Rivera	Juniper
Several Members of the public	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 6:03 p.m.
Supervisors Ozorowsky, Smith, Alexander and Chamoff were present. Supervisor O’Neal was not present.

SECOND ORDER OF BUSINESS

Public Comments

Ms. Sanchez explained the protocols for public comments.
A resident stated he owns a power-washing company and voiced his interest in servicing the CDD. Mr. Rivera referenced a vendor document and noted a baseline.

THIRD ORDER OF BUSINESS

Discussion: Electric Bill Solar Options

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Ms. Lynch provided the following update:

- She conferred with Duke Energy about the CDD’s solar options.
- Duke Energy opened a work ticket and is willing to come on site to evaluate the CDD’s lighting and consider changing the lights to solar.
- She also contacted a company that specializes in LED lighting and obtained a quote from another company regarding solar lights.
- She compiled her findings and distributed an informational sheet to the Board.
- Duke Energy would come on site and remove the existing lights and the other company would then install the solar lights, which are similar to the lighting in the lobbies of neighboring communities.

Discussion ensued regarding the informational sheet, light pole installation, electric usage, Illuminating Engineering Society (IES) standards and Duke Energy’s maintenance costs and cancellation policy.

Ms. Sanchez will coordinate with District Counsel regarding contract termination, examine if the CDD could be liable for any penalties and report her findings at the next meeting.

Ms. Lynch will request proposals from additional vendors and compare warranties and ask vendors to submit sample agreements.

This item will be carried over to the next agenda.

FOURTH ORDER OF BUSINESS

Consideration of Proposal(s)

A. Juniper Proposals

Mr. Rivera presented the following:

I. No. 216573 [Annual Season Change Out]

Discussion ensued regarding the proposal, labor, landscaping, the \$1,500 total cost, the mailbox covers and the budget.

The consensus was to remove this item from the agenda at this time.

II. No. 247060 [Installation of Rain Sensors on Clocks \$658.45]

69 Discussion ensued regarding the proposal, reclaimed water, the amount budgeted for
70 irrigation maintenance and the budget.

71 This item would be removed from the agenda.

72 **III. No. 250541 [Irrigation Maintenance Following Wet Check \$952.70]**

73 Ms. Sanchez stated Juniper was asked to move five sprinklers 3' away from a new fence
74 that a homeowner is installing and asked if the CDD is responsible. Ms. Hammock stated the
75 homeowner should not be installing a fence within a CDD easement and questioned why the
76 sprinklers need to be moved.

77 Discussion ensued regarding the location of the home and the sprinklers, if an Irrigation
78 Specialist should be engaged and obtaining proposals and a vendor to perform the work.

79 Mr. Rivera will photograph the area and transmit the photos to Ms. Sanchez.

80 Ms. Sanchez will contact an Irrigation Specialist, schedule a conference call and invite
81 them to attend the next meeting either in person or via telephone.

82 Ms. Hammock stated, in case this needs to be done and it is determined that sodding is
83 necessary, the work is below the threshold so it can be approved outside of a meeting and the
84 Chair can sign off on the project and it can be presented for ratification at a future meeting.

85 This item was tabled.

86 **IV. No. 254716 [1 Year Fire Ant Control \$7,966.20]**

87 Mr. Rivera presented Proposal No. 2544716 for the elimination of fire ants for one year.

88 The consensus was to remove this item from the agenda.

89 **B. Catherine ProCleaners, LLC Proposal to Cleaning Amenity Center**

90 Referencing handouts, Ms. Lynch presented proposals for canine waste station
91 maintenance from Poop 911, Doodie Calls and Tampa Bay Poop Patrol.

92 Discussion ensued regarding the current maintenance contract, the proposals, pricing,
93 affordability, homeowners taking bags from the stations and the cleanliness of the liners.

94 Ms. Lynch will obtain a fixed cost and report her findings.

95 Ms. Sanchez recalled that the Board previously asked to leave Item 4B on the agenda
96 and stated that a few additional proposals were obtained. Ms. Lynch stated she is unfamiliar

97 with Catherine ProCleaners but was informed that Florida Brothers has a contract with a
98 neighboring community and does a good job there.

99 **C. Florida Brother's Maintenance & Repair, LLC Estimates**

100 **I. 1151 [Annual Janitorial Services \$14,984.55]**

101 The Board and Staff compared the Catherine ProCleaners proposal for \$16,350 versus
102 the Florida Brothers proposal for janitorial services.

103 Discussion ensued regarding the current pool service contract, whether to hire a new
104 cleaning vendor and how that will impact the H2O contract, the Bandu LLC pool vendor
105 proposal, the chemical balance of the pool, a Health Department requirement for pool
106 maintenance seven days per week, shutting down the pool and withholding payment.

107 Ms. Lynch will contact H2O, request an updated proposal of the cost for pool service
108 seven days per week all year long, seek additional cleaning proposals and report her findings.

109 **II. 1195 [Paint Bathroom Floors \$1,275]**

110 Ms. Lynch stated she obtained a quote to paint the floors but it is incorrect.

111 Ms. Sanchez stated this item will be deferred and a correct proposal will be presented at
112 the next meeting.

113 **D. Consolidated Land Services, Inc. Estimate #00000199 [Control Structure Repair
114 \$5,874.91]**

115 Ms. Sanchez presented Estimate #00000199 for control structure repairs. It is being
116 presented because a bridge was removed and the control structure underneath shifted and is
117 eroding.

118 A Board Member asked about the value. Ms. Hammock stated, if this item is part of the
119 stormwater pond, the CDD must make the repairs because the stormwater pond must operate
120 in accordance with the CDD's permits with jurisdictions having authority with the local Water
121 Management District.

122 Ms. Hammock asked if the District Engineer is aware of this and stated her only concern
123 is if this has any impact on the functionality of the stormwater management system and the
124 CDD being out of its current compliance. She stated, if it is an emergency situation and there is
125 potential damage to the stormwater pond or anything outside of compliance that will put the

126 CDD at risk, this expense would fall within the threshold for approval outside of a Regular Board
127 Meeting.

128 Discussion ensued regarding repair costs, permits and a funding source.

129 This item was tabled.

130 **E. Bandu, LLC EST0035 [Swimming Pool Maintenance and Cleaning]**

131 This item was discussed during Item 4C1.

132 **F. Pothole Heroes [Patch Repair \$1,900]**

133 Ms. Sanchez stated that a pothole is growing in front of the mailboxes and the Board
134 would like to guard against residents having damaged tires, so Ms. Lynch was asked to obtain
135 proposals for pothole repairs.

136 Discussion ensued regarding the scope of work, roadway depressions, cost, a funding
137 source and setting a not-to-exceed (NTE) amount for the pothole repairs.

138 Ms. Sanchez will confer with the District Engineer to determine if the pothole repairs
139 qualify for usage of the construction funds.

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On MOTION by Mr. Chamoff and seconded by Mr. Alexander, with all in favor, adopting a not-to-exceed amount of \$2,600 for repair of a 150-square-foot pothole, directing Staff to obtain additional proposals, and proceeding with the lowest bidder, was approved.

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147 **G. Breeze Estimate SHOA01222024 [Install Motion Lights at Mailbox Covering \$335]**

148 Ms. Sanchez presented the Breeze estimate to install motion lights at the mailbox
149 covering.

150 Discussion ensued regarding whether to approve the proposal, the installation process,
151 and where to store the lights prior to installation.

152 Staff to order lights closer to project completion.

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On MOTION by Mr. Chamoff and seconded by Mr. Alexander, with all in favor, Breeze Estimate SHOA01222024 to install motion lights at the mailbox covering, in the amount of \$335, was approved.

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FIFTH ORDER OF BUSINESS

Update: SOLitude Lake Management, LLC, Service Reports [November 2023 – January 2024]

The SOLitude Lake Management, LLC, Service Reports from November 2023 to January 2024 were included for informational purposes.

Discussion ensued regarding the reports, the ponds and debris removal.

SIXTH ORDER OF BUSINESS

Discussion/Update: Egis Insurance and Risk Advisors Site Visit Report

Ms. Sanchez presented the Egis Insurance and Risk Advisors Site Visit Report and reviewed the “Important Recommendations” on Pages 3 through 9 of the Report.

The Board and Staff discussed pool signage, benches, dog park gate, tree swings, resurfacing the playground, removing the tree lighting protection cable, pool equipment storage, setting a NTE amount to level the diaper changing stations, the electrical outlets and the Volunteer Guidelines.

On MOTION by Mr. Ozorowsky and seconded by Mr. Smith, with all in favor, authorizing Staff to purchase two additional “No Lifeguard on Duty” signs, was approved.

District Staff was directed to:

- Obtain bench proposals/quotes ahead of the next meeting.
- Facilitate removal of the swings, obtain and present proposals for wood mulch and rubberizing the playground, send an e-blast to the community and have “swing at your own risk” signage installed.
- Obtain and present proposals to remove the tree cable.
- Ms. Sanchez will input the CDD’s information in the Volunteer Guidelines and transmit it to District Counsel for review and finalization.

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On MOTION by Mr. Ozorowsky and seconded by Mr. Chamoff, with all in favor, authorizing Staff to purchase two diaper changing stations, in a not-to-exceed amount of \$1,000, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Pasco County Supervisor of Elections begin Conducting the District’s General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

Ms. Sanchez presented Resolution 2024-01 and read the title. Seats 3 and 4, currently held by Mr. Chamoff and Ms. O’Neal, respectively, will expire on November 5, 2024. Interested candidates should contact the Supervisor of Elections’ (SOE) Office and apply during the candidate qualifying period.

On MOTION by Mr. Chamoff and seconded by Mr. Ozorowsky, with all in favor, Resolution 2024-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Pasco County Supervisor of Elections begin Conducting the District’s General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2023

On MOTION by Mr. Chamoff and seconded by Mr. Alexander, with all in favor, the Unaudited Financial Statements as of December 31, 2023, were accepted.

NINTH ORDER OF BUSINESS

Approval of November 16, 2023 Regular Meeting Minutes

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On MOTION by Mr. Chamoff and seconded by Mr. Ozorowsky, with all in favor, the November 16, 2023 Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS

Board Member Comments

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A Board Member asked for an update on the mailbox covers. Ms. Sanchez will follow up with the vendor about the estimated timing and report her findings at the next meeting.

The Board reconsidered the prior NTE amount for the changing stations.

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On MOTION by Mr. Ozorowsky and seconded by Mr. Alexander, with all in favor, amending the prior motion to purchase two diaper changing stations, in a not-to-exceed amount of \$1,500, instead of the previously approved amount of \$1,000, was approved.

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A Board Member voiced their opinion that the pool furniture covers need to be changed. Ms. Lynch will obtain proposals for pool furniture covers and present them at the next meeting.

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Discussion ensued regarding an agreement to remove the bridge and install cam lights at the Amenity Center, the proposed Fiscal Year 2025 budget, potential date and time for a workshop to address the next budget, publicizing the workshop meeting and Zoom calls.

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Ms. Sanchez will coordinate with Admin Staff to schedule a workshop in March.

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In response to Mr. Ozorowsky’s comments regarding the parallel parking spaces at the Clubhouse and the pavers, Ms. Sanchez stated that, per the District Engineer, it would cost approximately \$20,000 to \$30,000 to construct five parallel parking spaces. As for the pavers, a site visit report from a surveyor would cost \$1,750.

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ELEVENTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel: Kilinski | Van Wyk

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- **Updates and Reminders: Required Ethics Training for Special District Supervisors and Form 1**

265 Ms. Hammock presented a Memorandum from her firm regarding the ethics training
266 requirement for CDD Supervisors and filing Form 1.

267 **B. District Engineer: Stantec**

268 There was no report.

269 **C. Operations Manager: Breeze Home**

270 The Breeze Home Inspection Report was included for informational purposes.

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

- 272 • **NEXT MEETING DATE: February 22, 2024 at 6:00 PM**

- 273 ○ **QUORUM CHECK**

274 The next meeting will be held on February 22, 2024.

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276 **TWELFTH ORDER OF BUSINESS**

Public Comments

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278 There were no public comments.

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280 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

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283 **On MOTION by Mr. Chamoff and seconded by Mr. Alexander, with all in favor,**
284 **the meeting adjourned at 8:15 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

13



Silverado
Community Development District
Interim Recreational Facilities
Rules & Policies

April 7, 2021

Definitions

“Board” shall mean the District’s Board of Supervisors.

“Amenity Manager” shall mean the person or firm so designated by the Board to manage the Recreational Facilities.

“Amenity Staff” shall mean the Amenity Manager, including their employees, or such other individuals so designated by the Board to operate the Recreational Facilities.

“District” shall mean the Silverado Community Development District.

“District Manager” shall mean the professional management company with which the District has contracted to provide management services to the District.

“District’s website” shall mean <https://www.silveradocdd.org>.

“Guest” shall mean any individual who is invited by a Patron and must be accompanied to use the Recreational Facilities by a Patron.

“Non-Resident Annual User Fee” shall mean the fee established by the Board for any person that wishes to become a Non-Resident Member. The amount of the user fee is set forth herein, and that amount is subject to change based on Board action at a noticed public hearing.

“Non-Resident Member” shall mean any individual not owning property in the District who has paid the Non-Resident Annual User Fee to the District for use of the Recreational Facilities.

“Patron” shall mean Residents, Non-Resident Members, Tenants, and individuals permanently residing in the households of any of the foregoing.

“Recreational Facilities” shall mean the properties and areas owned by the District intended for recreational use, including but not limited to, the District’s clubhouse, pool, splash area, playground area, and adjacent parking lot together with their appurtenant facilities, areas, and equipment.

“Renter” shall mean any person who rents certain portions or spaces of the Recreational Facilities for specified events pursuant to the approval of the District staff.

“Resident” shall mean any person, spouse, or registered domestic partner of a person or family owning property within the District.

“Tenant” shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

Use of Recreational Facilities at Your Own Risk

All persons using the Recreational Facilities do so at their own risk and agree to abide by the District's rules and policies for the use of the Recreational Facilities. There are inherent risks in the use of the Recreational Facilities that could result in serious bodily injury or even death and the District does not provide any supervision with respect to the use of the Recreational Facilities. Parents and legal guardians are responsible for their minor children who use the Recreational Facilities. The District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Recreational Facilities. The District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from, the use of the Recreational Facilities or from the acts, omission, or negligence of other persons using the Recreational Facilities.

Persons interested in using the Recreational Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.

Access Pin Codes

1. The District operates an access system for entry into certain Recreational Facilities equipped with access systems to ensure that only Patrons and their Guests enjoy such facilities.
2. The current Residents of a home in the District will be issued a pin code at no charge. If the current owners sell their property, the pin code will be discontinued.
3. Tenants who have proof of a valid rental agreement will be issued a pin code after providing a copy of said rental agreement to establish proof.
4. Under no circumstance should a Patron provide their Access pin code to another person to allow them to utilize the Recreational Facilities.

General Policies

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety.
2. Patrons and their Guests have the right to use the Recreational Facilities as set forth herein. In order to use the Recreational Facilities, each Patron, including all members of a Patron's household, and all Guests shall register with the District by executing the Consent and Waiver Agreement, a copy of which is attached hereto as Attachment A, and Registration Form. Patrons are responsible for their actions and those of their Guests.
3. All Patrons and their Guests using the Recreational Facilities are expected to conduct themselves in a responsible, courteous, respectful, and safe manner, in compliance with all District policies and rules governing the Recreational Facilities. Violation of the District's rules and policies and/or misuse or destruction of Recreational Facilities equipment may result in the suspension or termination of privileges with respect to the offending Patron in accordance with the policies set forth herein.
4. Each Patron household may bring no more than six (6) persons as Guests to the Recreational

Facilities at one time, provided that Guests must be accompanied by the Patron when using the Recreational Facilities. Patrons are responsible for any and all actions taken by any of their Guests, including any harm caused by the Patron's Guests while using the Recreational Facilities. Guests shall be subject to all rules and policies as the Board may adopt from time to time. Violation by a Guest of any of the District's rules or policies could result in loss of the privileges and/or membership of that Patron.

5. All Patrons and their Guests shall abide by and comply with any and all federal, state, and local laws and ordinances while present at or utilizing the Recreational Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
6. Adult Patrons are responsible for all minor Patrons from their household or visiting the Recreational Facilities as Guests of the Patron. To better protect the health, welfare and safety of such minors, a parent/guardian (guardian 18 years of age or older) must accompany all such minors who are under the age of 14 or who are otherwise unable to govern and look after themselves in an appropriate manner.
7. Patrons, Tenants, or their Guests shall not bring, serve, or consume alcoholic beverages at the Recreational Facilities without the express written permission of the District as authorized by the Board. Patrons and Guests who exercise this right shall do so consistent with federal, state and local laws. For rentals and planned events, patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Notwithstanding the foregoing, the District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and further reserves the right to call law enforcement to enforce the same.
8. Smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Recreational Facilities. Any violation of this policy shall be reported to the Amenity Manager.
9. Firearms are not permitted in any of the Recreational Facilities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
10. The Recreational Facilities are available for use by Patrons and their Guests during normal operating hours to be established and posted by the District.
11. Patrons are responsible for any damage, contamination, pollution, or other such action they or their Guests cause to District property and will be responsible for the costs associated with repairing, treating, remediating, or fixing such District property.
12. Patrons are responsible for any and all actions taken by any of their Guests. Violation by a Guest of any of these policies as set forth by the District could result in loss of the privileges and/or membership of that Patron.
13. All Patrons and their Guests may be required to present a valid government issued identification card in order to gain access to the Recreational Facilities.

14. Vehicles must be parked in designated areas. Vehicles must not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The District Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event. Overnight parking for vehicles of any kind in the parking lot will only be allowed with permission from the District Manager.
15. Except for designated parking areas, off-road motorbikes/vehicles are prohibited on all property owned, maintained, and operated by the District including, but not limited to, the Recreational Facilities.
16. Fireworks of any kind are not permitted anywhere at or in the Recreational Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
17. Only District contractors, vendors, or authorized personnel are allowed in the service areas of the Recreational Facilities.
18. Except for District contractors, vendors, or authorized personnel, no watercrafts of any kind are allowed in any District stormwater ponds.
19. No fishing or swimming is permitted in any District stormwater ponds.
20. Audio or Video playing devices must be kept at reasonable volumes.
21. No signage or advertisements shall be posted or circulated within the Recreational Facilities property or other District property.
22. The Recreational Facilities shall not be used for commercial purposes without written permission from the District Manager or Amenity Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
23. The District Manager or Amenity Manager have the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies etc., at the Recreational Facilities, except user and rental fees that have been established by the Board. The District Manager or Amenity Manager also have the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Recreational Facilities for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs, and social events.
24. For any emergencies, please call 911. Afterwards please report all emergencies and injuries to the Amenity Manager as well as the District Manager via the contact information on the District’s website.
25. All malfunctioning or broken equipment should immediately be reported to the District Manager via the contact information on the District’s website.

Pets and Service Animals Policies

Dogs or other pets (with the exception of Service Animals- defined below) are not permitted on or within the Recreational Facilities. A “**Service Animal**” includes dogs or other pets trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

1. The Service Animal is out of control and its handler fails to take effective measures to control it;
2. The Service Animal is not housebroken; or,
3. The Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Where dogs or other pets are permitted on the grounds, they must be leashed. Owners of any pets are responsible for picking up after their pets as a courtesy to residents.

Pool and Splash Area Policies

1. There is no lifeguard on duty.
2. Swimming is permitted only during posted swimming hours.
3. No one should use the pool during inclement weather (especially when lightning is present).
4. Proper swimwear is required. Loose clothing, especially with strings, is prohibited.
5. Children under 3 years of age and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
6. The changing of diapers or clothes should only be done in the restrooms.
7. No glass containers are permitted in the fenced pool or splash area.
8. No food or beverages are permitted in the pool, splash area, or on the wet deck.
9. Patrons and their Guests should shower before entering the pool or splash area.
10. Pool furniture should not be removed from the fenced pool or splash area or placed in the pool or splash area.
11. Patrons and their Guests are responsible for returning umbrellas to their closed position after use and returning furniture to its original location on the deck.

12. No profanity, harassment, diving, running, rough housing, chicken fighting, horseplay, or similarly unsafe behavior is permitted.
13. No skates, skateboards, scooters, in-line roller skates, hover boards, bicycles or similar pedestrian conveyances are permitted within the fenced pool or splash area.
14. Pursuant to the Florida Department of Health's operating permit for the District's swimming pool, the maximum bathing load for the pool is 97 individuals ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the pool and will periodically monitor the area. In the event that the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons leave the pool area until the Capacity Limits are met.

Playground Area Policies

1. Proper footwear and clothing are required. Loose clothing, especially with strings, is prohibited.
2. Mulch must not be picked up, thrown, or kicked for any reason.
3. No food, drinks, or gum are permitted at the playground.
4. No glass containers are permitted at the playground.
5. No jumping off from any climbing bar or platform.
6. Profanity, rough-housing, and disruptive behavior are prohibited.

Designation of Tenant to Use Resident's Membership Privileges

1. Residents who rent or lease out their home shall have the right to designate the Tenant of their home as the beneficial users of the Resident's membership privileges for purposes of Recreational Facilities use.
2. A Tenant who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Recreational Facilities as a Resident. If the Resident does not designate the Tenant as a beneficial user of the Resident's membership privileges, the Tenant will be required to pay the Non-Resident Annual User Fee to acquire a membership, unless that Tenant is a Guest.
3. During the period when a Tenant is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Recreational Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Tenants which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Tenant.
5. Tenants shall be subject to all rules and policies as the Board may adopt from time to time.

Non-Resident Annual User Fee

A Non-Resident Member must pay the Non-Resident Annual User Fee in order to have the right to use the Recreational Facilities for one full year, which year begins from the date of receipt of payment by the District. The Non-Resident Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District’s annual fiscal year budgets. This fee must be paid in full before the Non-Resident may use the Recreational Facilities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Upon payment of the Non-Resident Annual User Fee, the Non-Resident Member is entitled to one pool pin code for a family unit. The Board may elect to cap the number of Non-Resident Members to account for size and capacity limitations of the Recreational Facilities.

Facility Rental Policies

1. The Recreational Facilities may be reserved by both Patrons and non-Patrons subject to the rental fees set forth below. Rental reservations may not be made by Patrons more than 4 months prior to the event. Rental reservations made by non-Patrons may be made no more than 3 months in advance of the event. Please contact the Amenity Manager regarding the anticipated date and time of the event to determine availability.
2. The District retains the right to reserve the Recreational Facilities and additional facilities for District use at any time.
3. The following Recreational Facilities are available for rental: _____. The Bar and Seating Area of the Recreational Facilities may be rented for private events during non-regular hours. The Meeting Room may be unavailable for private events on the following dates:

Easter Sunday	Memorial Day Weekend	4 th of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year’s Eve	New Year’s Day

4. Unless otherwise authorized by the District, each rental time period shall not exceed three (3) hours and is inclusive of set-up and post-event cleanup time. Additional fees may be charged for rentals that extend beyond the reserved hours. See Attachment B, Rental Application.
5. At the time the reservation is made, a check or money order (no cash) for the rental fee and a separate check for the security & cleaning deposit (both payable to the District) must be delivered to the Facility Manager along with a completed Rental Application and insurances, if necessary. Each Renter must sign a Rental Agreement and schedule a time to complete a rental check list with the Facility Manager one week in advance of the event date. The Renter is bound by the Rental Agreement, which is incorporated herein by reference, regardless of whether the Rental Agreement is executed.

6. A non-refundable facility rental fee will be charged according to the schedule below:

Patron Rates	\$100.00
Non-Patron Rates	\$250.00 for up to 20 attendees \$450.00 for 21 attendees or more, up to the maximum designated occupancy

7. A refundable deposit of \$250.00 is required for any rental.

8. Renters interested in renting the Bar and Seating Area for private events must submit a request to the Amenity Manager, no later than 14 days prior to the event, a completed Rental Application indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether alcohol and/or food will be served. The Amenity Manager will determine if a Special Event Agreement (including evaluating if security services are needed to ensure public safety and any applicable costs will be the responsibility of the Renter along with naming the District as an additional insured) will need to be executed. Where determined by the Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Amenity Manager no less than 10 days prior to the date of the event. The Amenity Manager will review the Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for consideration.

9. Upon approval and no later than 10 days from the rental date, Renters should submit a check or money order (no cash) to the Amenity Manager made payable to the Silverado Development District for the rental fee (if applicable) and for the deposit (should be separate checks or money orders). Failure to submit applicable payments in a timely manner may result in the room not being reserved. Checks will be cashed by the District prior to the event.

10. The Renter must provide written notice of cancellation to the Amenity Manager at least 10 days prior to the event. If the rental is cancelled less than 10 days prior to the event, 50% of the deposit will be retained as a cancellation fee and the remainder deposit will be returned to the Renter. Rental Fees are not subject to a refund.

11. The District will issue a refund for the amount of the deposit following the event provided the Amenity Manager determines that there has been no damage to the Recreational Facilities and the premises has been properly cleaned after use. If the premises are not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:

- a. Ensure that all garbage is removed and placed in the outside receptacles.
- b. Remove all displays, favors or remnants of the event.
- c. Restore the furniture and other items to their original position.
- d. Wipe off counters, tabletops, and sink area.
- e. Clean out and wipe down all cabinets and appliances used. Floor should be swept clean.
- f. Ensure that no damage has occurred to the Recreational Facilities and its property.

If additional cleaning is required, the Renter will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of deposit. If the deposit is insufficient to cover all such cleaning costs, the Amenity

Manager shall bill the Renter for the remaining balance. The Amenity Manager shall determine the amount of deposit to return, if any.

12. Additional Policies:

- a. Renters renting the facilities are responsible for ensuring that their attendees adhere to the policies set forth herein.
- b. Please note all policies remain in force for these special circumstances and the District has final say in these matters.
- c. The volume of live or recorded music must not violate applicable City of Zephyrhills and Pasco County noise ordinances.
- d. Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages, or for other events the District determines in its sole discretion should require additional liability coverage. The District, its staff, and consultants are to be named on these policies as an additional insured party.
- e. Unless the Renter renting the facilities is a Patron, they shall not use any other portion of the Recreational Facilities, including the pool or playground.

Silverado Community Development District
Disciplinary & Enforcement Rule

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Silverado Community Development District adopted the following rules.

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District.

2. **General Rule.** All persons using the amenities and entering District properties are responsible for compliance with, and shall comply with, the rules established for the safe operations of the District's amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- a. Submits false information on any application for use of the amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies;
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

4. **Authority of Amenities Manager.** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the amenities for a period not to exceed thirty days.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District amenities for a period greater than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

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

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)

ATTACHMENT A
Consent and Waiver Agreement

**CONSENT AND WAIVER AGREEMENT
- Silverado Community Development District -**

The Silverado Community Development District (“**District**”) owns and operates certain properties and areas intended for recreational use, including a clubhouse, pool, splash area, and playground area (“**Recreational Facilities**”). In consideration for being allowed to use the Recreational Facilities, I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Recreational Facilities, and agree to indemnify, defend and hold harmless the District and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users, or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Recreational Facilities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant Name: _____

Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____ Date: _____
(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact & Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENT B
Rental Application

RENTAL APPLICATION
- Silverado Community Development District -

The Silverado Community Development District ("**District**") owns and operates certain properties and areas intended for recreational use, including a clubhouse, pool, splash area, and playground area ("Recreational Facilities"). In consideration for being allowed to use the Recreational Facilities, I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Recreational Facilities, and agree to indemnify, defend and hold harmless the District and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the "**indemnitees**") from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users, or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Recreational Facilities, unless such loss is solely the result of Indemnitees' gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

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Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____ Date: _____
(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact & Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

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SILVERADO COMMUNITY DEVELOPMENT DISTRICT

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 | <https://www.silveradocdd.org/>

RESIDENT – BAR & SEATING AREA RENTAL

Today's Date: ____/____/____

Event Date: ____/____/____

Resident Rental Hours Available
(Up to 3 hours after pool closure)

Cost: \$100
Deposit: \$250

TYPE OF EVENT: _____

MAXIMUM NUMBER OF PEOPLE ATTENDING: _____

RESIDENT NAME: _____

RESIDENT ADDRESS: _____

RESIDENT PHONE NUMBER: _____ RESIDENT EMAIL: _____

*****RESPONSIBILITY FOR THE RENTAL AND ALL DAMAGES ARE THE LIABILITY OF THE RESIDENT*****

CHECKS / MONEY ORDERS MUST BE WRITTEN TO: SILVERADO CDD

DEPOSIT: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

RENTAL: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

DRIVER'S LICENSE NUMBER: _____ **STATE:** _____

*****ALL NSF & CHECKS RETURNED FOR ANY REASON WILL RESULT IN ADDITIONAL FEE OF \$30.00 PER RETURNED CHECK*****

FOR OFFICE USE ONLY:

WERE THERE DAMAGES / RENTAL ISSUES? YES: _____ NO: _____

IF YES, DESCRIBE ISSUES:

IF NO, DATE DEPOSIT CHECK REFUND REQUESTED: ____/____/____

REQUEST BY: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Arizona, LLC 14805 N 73rd St. Scottsdale AZ 85260	CONTACT NAME: Laurie Baldwin PHONE (A/C, No, Ext): (602) 443-7659 FAX (A/C, No): (602) 443-7659 E-MAIL ADDRESS: Laurie.Baldwin@assuredpartners.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A:</td> <td>Cincinnati Specialty Underwriters Insurance Company</td> <td style="text-align: center;">13037</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Specialty Underwriters Insurance Company	13037	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Moore Bounce and Party Rentals LLC 2653 Bruce B Downs Blvd Suite 108A- #1005 Wesley Chapel FL 33543																						

COVERAGES **CERTIFICATE NUMBER:** CL2392040619 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU 0194210	08/18/2023	08/18/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ Excluded</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ Excluded	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$										
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 5%;"></td> <td style="width: 45%;">PER STATUTE</td> <td style="width: 5%;"></td> <td style="width: 5%;">OTH-ER</td> <td style="width: 10%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td></td><td></td><td style="text-align: right;">\$</td></tr> </table>			PER STATUTE		OTH-ER		E.L. EACH ACCIDENT					\$	E.L. DISEASE - EA EMPLOYEE					\$	E.L. DISEASE - POLICY LIMIT					\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center;"> </div>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Canopy PO Box 34833 North Chesterfield VA 23234	CONTACT NAME: Insurance Canopy Program Support PHONE (A/C, No, Ext): 844-520-6993 FAX (A/C, No): 801-763-1374 E-MAIL ADDRESS: info@insurancecanopy.com <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Great American Alliance Insurance Company 26832 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: </div>
INSURED Uso's Polynesian Entertainment 11126 Essex Ridge Ct Orlando FL 32837	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PLE919362-CEPA129691	11/27/2023	11/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ANIMAL BAILEE \$		
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

CERTIFICATE HOLDER

Silverado Community Development District Office of the District Manager
 2300 Glade Road, Suite 410W
 Boca Raton, FL 33431

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Silverado Community Development District Office of the District Manager

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. in the performance of your ongoing operations; or
- 2. in connection with your premises owned by or rented to you.

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or
- 2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is entered into as of the Effective Date (defined below) between Smith & Company, Inc., on the one hand (“Smith”), and Silverado Community Development District (the “CDD”) and Dune FL Land I Sub LLC (the “Owner”), on the other hand (Smith, the CDD, and the Owner may be referred to herein individually as a “Party” or collectively as the “Parties”), as follows:

RECITALS

WHEREAS, Smith is a Florida corporation with its principal place of business located in St. Lucie County, Florida;

WHEREAS, the CDD is a local unit of special-purpose government located in Pasco County, Florida;

WHEREAS, the Owner is a Delaware limited liability company with its principal place of business located in Hillsborough County, Florida;

WHEREAS, Lexon Insurance Company (“Lexon”) is a Texas corporation with its principal place of business located in Travis County, Texas;

WHEREAS, on or about March 8, 2018, Smith and the CDD entered into an agreement (the “Amenity Contract”) concerning the project commonly known as Silverado Ranch Amenity (the “Amenity Project”);

WHEREAS, on or about June 19, 2018, Smith and the CDD entered into a Site Development Contract – Phases 5, 7, 9B, 10, 11 (the “Silverado Contract”)¹ concerning the project commonly known as Silverado Ranch Subdivision (the “Silverado Project”);²

WHEREAS, Smith contends the CDD for itself and as agent of the Owner, among other things, breached the Amenity Contract and the Silverado Contract by failing or refusing to remit amounts due to Smith arising from, or related to, the Amenity Project and the Silverado Project;

WHEREAS, the CDD and the Owner deny Smith’s claims;

WHEREAS, (a) on April 23, 2019, Smith recorded a Claim of Lien concerning the Silverado Project in the Official Public Records of Pasco County, Florida in OR BK 9893, PG 1343 (Instrument No. 2019067548) (as modified by the Partial Releases defined below, the “Lien”); (b) on May 7, 2019, Smith recorded a Partial Release of Claim of Lien concerning the

¹ The Amenity Contract, the Silverado Contract, and all other oral or written agreements (including all authorized and disputed modifications, change orders, amendments, or extra work claims attendant thereto) between Smith, on the one hand, and the CDD or the Owner, on the other hand, if any, are collectively referred to herein as the “Agreements.”

² The Amenity Project, the Silverado Project, and all other projects, real estate, or lands Smith performed or provided any services, labor, work, materials, equipment, or improvements to, for, or for the benefit of the CDD or the Owner, if any, are collectively referred to herein as the “Projects.”

Silverado Project in the Official Public Records of Pasco County, Florida in OR BK 9901, PG 3495 (Instrument No. 2019077040); and (c) on January 2, 2020, Smith recorded a Partial Release of Claim of Lien concerning the Silverado Project in the Official Records of Pasco County, Florida in OR Book 10032, Page 2229 (Instrument No. 2020000510) (the partial releases in (b) and (c) are hereafter collectively referred to as “Partial Release”);

WHEREAS, on May 8, 2019, the CDD transferred the Lien from the Silverado Project to a Lien Transfer Bond (Bond No. LICX1167308) provided by Lexon and recorded in the Official Public Records of Pasco County, Florida in OR BK 9904, PG 2296 (Instrument No. 2019080323) (the “Bond”);

WHEREAS, on April 21, 2020, Smith commenced the action styled *Smith & Company, Inc. v. Silverado Community Development District, et al.*, Case No. 2020-CA-000982-ES, pending before the Sixth Judicial Circuit Court in and for Pasco County, Florida (the “Action”);

WHEREAS, in the Action, Smith asserts claims against the CDD, the Owner, and Lexon for breach of contract and implied warranty, *quantum meruit*, and to foreclose its Lien upon the Bond;

WHEREAS, on November 3, 2020, the CDD asserted a counterclaim against Smith for breach of the Silverado Contract; and

WHEREAS, Smith, on the one hand, and the CDD, the Owner, and Lexon, on the other hand, now desire to fully and finally resolve all claims, disagreements, and disputes between them in accord with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENTS

1. INCORPORATION OF RECITALS. The foregoing Recitals are true and correct and incorporated into, and made a part of, this Agreement.

2. SETTLEMENT PAYMENT. Within three (3) business days of the Effective Date (defined below), the Owner, via the wire instructions attached hereto as **Exhibit A**, will deliver a total settlement payment to Smith’s counsel, Michael R. Carey, Esq., Carey, O’Malley, Whitaker, Mueller, Roberts & Smith, P.A. (“Smith’s Counsel”), in the amount of \$345,000.00 (the “Settlement Payment”). A copy of the wiring instructions for Smith’s Counsel’s trust account is attached hereto as **Exhibit A**. Payment shall not be deemed to have been made until actually received in the trust account of Smith’s Counsel. A copy of Smith’s current W-9 is attached hereto as **Exhibit B**. Smith’s Counsel will hold the Settlement Payment in its trust account and not release all or any portion of the Settlement Payment to Smith unless and until the Lien and Bond Release (defined below) occurs as provided in Section 4 below. In the event the Owner fails to remit the Settlement Payment to Smith’s Counsel, both the Owner and the CDD will be deemed to have materially breached this Agreement. Other than the Settlement Payment, the releases herein, and the Owner’s and the CDD’s obligations to jointly dismiss the

Action with prejudice as provided herein, and the Owner's and the CDD's obligations to cause Lexon to join in the Joint Stipulation of Dismissal with Prejudice pursuant Section 5 below, none of the CDD, the Owner, or Lexon are required to provide any further consideration to or for Smith.

3. TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance of all the Parties' respective obligations under this Settlement Agreement.

4. THE LIEN AND BOND. Within three (3) business days of Smith's Counsel's receipt of the Settlement Payment, Smith will (a) execute and record a satisfaction of its Lien, fully releasing, cancelling, and discharging the Lien in the form attached hereto as **Exhibit C**; and (b) take any other or further action necessary to fully release, cancel, and discharge the Lien such that the Bond is released, canceled, discharged, and returned to Lexon (collectively, the "Lien and Bond Release").

5. DISMISSAL. Within ten (10) calendar days of the Lien and Bond Release, the Parties' counsel will jointly file a stipulation of dismissal of the Action with prejudice with all Parties and Lexon agreeing to pay their own attorneys' fees and costs, in the form attached hereto as **Exhibit D**. The CDD and the Owner shall cause Lexon to join in such stipulation.

6. RELEASES.

a. Smith's Release. Upon receipt of the Settlement Payment and the dismissal of the Action with prejudice in accord with Section 5 above, Smith and its past, present, and future shareholders, officers, directors, employees, agents, representatives, attorneys, consultants, insurers, insureds, subrogors, subrogees, affiliates, parents, subsidiaries, successors, and assigns, and any other persons or entities acting by or through Smith (collectively, the "Smith Parties") fully release, acquit, and forever discharge the CDD, the Owner, Lexon, and their past, present, and future board members, residents, members, managers, shareholders, officers, directors, employees, agents, representatives, attorneys, consultants, insurers, insureds, subrogors, subrogees, affiliates, parents, subsidiaries, successors, assigns, and any other persons or entities acting by or through any of them, including, but not limited to, Metro Development Group, L.L.C., Metro Development II, LLC, Metro Development Group III, LLC, Dune FL LLC, Dune FL II LLC, Dune FL III LLC, Dune FL IV LLC, DREF II International Intermediate LP, DREF II NA Intermediate LP, DREF II International LLC, DREF II NA LLC, Dune Real Estate Fund II LP, Dune Real Estate Parallel Fund II LP, DREF II International Fund LP, and DREF II NA Fund LP (collectively, the "Developer Parties"), from any and all causes of action, demands, debts, claims, liens, monies, interest, finance charges, relief, or damages (including attorneys' and experts' fees and costs) Smith asserted or seeks in the Action or could have asserted or sought in the Action against the Developer Parties as of the Effective Date, including, but not limited to, those arising from, or related to, the Agreements, the Projects, the Lien, or the Bond.

b. The CDD's and Owner's Release. Upon the Lien and Bond Release and dismissal of the Action with prejudice in accord with Section 5 above, the CDD, the Owner, and their past, present, and future board members, residents, members, managers, officers, directors, employees, agents, representatives, attorneys, consultants, insurers, insureds, subrogors,

subrogees, affiliates, parents, subsidiaries, successors, assigns, and any other persons or entities acting by or through the CDD and the Owner (collectively, the “CDD and Owner Parties”) fully release, acquit, and forever discharge the Smith Parties from any and all causes of action, demands, debts, counterclaims, monies, interest, relief, or damages (including attorneys’ and experts’ fees and costs) the CDD asserted or seeks in the Action or that the CDD and Owner Parties could have asserted or sought in the Action against the Smith Parties as of the Effective Date, including, but not limited to, those arising from, or related to, the Agreements, the Projects, the Lien, or the Bond.

c. To be clear, the foregoing releases in no way affect or release any obligations set forth in this Settlement Agreement. The Parties represent and warrant they have not assigned any of the claims released herein and are the only holders of any right, title, and interest to such claims.

7. GOVERNING LAW; VENUE; JURY TRIAL WAIVER. This Settlement Agreement in all respects will be construed, interpreted, governed, and enforced in accord with Florida law, without regard to Florida’s choice of law rules. The venue of any action, proceeding, claim, counterclaim, cross-claim, or other litigation arising out of, or related to, this Settlement Agreement will be in the Circuit Court of the Thirteenth Judicial Circuit in and for Pasco County, Florida. **THE PARTIES FURTHER ACKNOWLEDGE AND AGREE JUSTICE WILL BEST BE SERVED IF ANY ISSUES CONCERNING THE ENFORCEMENT OR INTERPRETATION OF THIS SETTLEMENT AGREEMENT ARE HEARD AND TRIED BY A JUDGE AND NOT A JURY. ACCORDINGLY, THE PARTIES (A) AGREE ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION RELATED TO, OR ARISING FROM, THIS SETTLEMENT AGREEMENT WILL BE TRIED BEFORE A JUDGE; AND (B) HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.**

8. NO RELIANCE. This Settlement Agreement is freely and voluntarily executed by all Parties after having been apprised of all relevant information and data. All Parties, in executing this Settlement Agreement, do not rely on any inducements, promises, statements, or representations (except those expressly stated in this Settlement Agreement) made by any other person or entity, and have voluntarily executed this Settlement Agreement without coercion or duress of any kind. The Parties signing below represent and warrant they are represented by legal counsel of their choice and are fully aware of the terms contained in this Settlement Agreement.

9. COMPROMISE OF DISPUTED CLAIMS. The Parties recognize and agree this Settlement Agreement represents a settlement and compromise reached between the Parties. Accordingly, the Parties agree that (a) this Settlement Agreement shall not constitute, or be construed as, an admission by any Party regarding the validity or amount of any claim or defense; and (b) if this Settlement Agreement is not fully executed by all Parties, then this Settlement Agreement is unenforceable against any Party and no statements contained herein may be used against any Party for any purpose.

10. SEVERABILITY. The provisions of this Settlement Agreement are severable, and if any part of this Agreement is found unenforceable, the other paragraphs or portions of such paragraphs shall remain fully valid and enforceable.

11. NO WAIVER. The rights of the Parties under this Settlement Agreement are cumulative, and the failure on the part of any Party to exercise or enforce properly or promptly any rights arising out of this Settlement Agreement will not operate to forfeit or serve as a waiver of any of those or other rights. The waiver by one Party of the performance of any covenant or condition herein will not invalidate this Settlement Agreement nor will it be considered to be a waiver by such Party of any other covenant or condition herein. The waiver by any Party of the time for performing any act will not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

12. EXECUTED COPIES; COUNTERPARTS. This Settlement Agreement may be executed by separate scan or telecopy. The execution of any scanned or telecopied original will be deemed to be the equivalent of the execution of an original. Any rescanned or re-telecopied copy of this Settlement Agreement, executed as described above, will be deemed an original of this Settlement Agreement for all purposes. This Settlement Agreement also may be executed in any number of counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart.

13. BINDING EFFECT. This Settlement Agreement and all the terms, conditions, covenants, representations, and warranties hereunder, is binding upon, and will inure to the benefit of, the Parties and their respective past, present, and future shareholders, employees, board members, residents, members, managers, agents, representatives, attorneys, consultants, insurers, insureds, subrogors, subrogees, officers, directors, affiliates, parents, subsidiaries, successors, and assigns, and any other persons or entities acting by or through them.

14. ENTIRE AGREEMENT; AMENDMENT.

a. This Settlement Agreement constitutes the entire agreement between the Parties with respect to subject matter hereof and supersedes and cancels any and all prior discussions, negotiations, arrangements, agreements, and understandings between the Parties regarding the subject matter hereof.

b. This Settlement Agreement may not be modified or amended except by a written instrument or email that expressly refers to this Settlement Agreement and is executed or sent by the Party (or that Party's counsel) against which such amendment is sought.

15. EXECUTION; AUTHORITY. The persons signing below represent and warrant they are duly authorized to execute this Settlement Agreement on behalf of the Party for which they are signing. The Parties represent and warrant they have full power and authority to negotiate, execute, and perform the terms of this Settlement Agreement.

16. HEADINGS; INTERPRETATION.

a. The headings of the various sections in this Settlement Agreement are inserted solely for the convenience of the Parties and do not affect the meaning, construction, or interpretation of this Settlement Agreement.

b. The Parties acknowledge each Party and its counsel have participated in the negotiation and preparation of this Settlement Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafter will not be employed in the interpretation or construction of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties entered into this Settlement Agreement effective the latest date written below (the "Effective Date").

Smith & Company, Inc.

By: _____
Print Name: _____
Title: _____
Date: _____

Silverado Community Development District

By: _____
Print Name: _____
Title: _____
Date: _____

Dune FL Land I Sub LLC

By: _____
Print Name: _____
Title: _____
Date: _____

CAREY, O'MALLEY, WHITAKER,
MUELLER, ROBERTS & SMITH P.A.
ATTORNEYS AT LAW

**Carey, O'Malley, Whitaker, Mueller, Roberts & Smith, P.A.
Wire Instructions IOTA Trust Account**

ABA Routing Number: 272480678

Lake Michigan Credit Union (LMCU)
408 S. MacDill Avenue
Tampa, FL 33609

International Wires:
SWIFT/BIC: LMCNUS33
Lake Michigan Credit Union
4027 Lake Drive
Grand Rapids, MI 49546

CREDIT TO: Carey, O'Malley, Whitaker,
Mueller, Roberts & Smith, P.A.

Funds Recipient IOTA Trust Account
712 South Oregon Avenue
Tampa, FL 33606-2516

Account Number: 101421274281

**To verify, confirm or direct any questions on these account
details, please call.**

Contact: Ashleigh McCarthy
(813) 250-0577 Ext. 1011

CLOSING FUNDS NOTICE: Never trust wiring instructions sent via email. Cyber criminals have hacked e-mail accounts and often send e-mails with fake wiring instructions. Always independently confirm wiring instructions in person or via a telephone call to a trusted phone number. Please contact our office for verified wiring instructions prior to transmitting your wire.

EXHIBIT "A"

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SMITH & COMPANY, INC.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1940 SE PORT ST LUCIE BOULEVARD</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code PORT ST LUCIE, FL 34952</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9	-	2	3	3	9	9	5	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 03/11/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Prepared by and
to be returned to:**
Angela M. Covington, Esq.
Carey, O'Malley, Whitaker,
Mueller, Roberts & Smith, P.A.
712 South Oregon Avenue
Tampa, Florida 33606

RELEASE AND SATISFACTION OF CLAIM OF LIEN AND SURETY BOND

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

WHEREAS, the undersigned, as the President of Smith & Company, Inc., which on or about April 23, 2019, recorded a claim of lien against the property of Dune FL Land I Sub, LLC, as Document Number 2019067548 in O.R. Book 9893, Page 1343, transferred to surety bond in accordance with the Certification of the Clerk of this Court recorded as Document Number 2019080323 in O.R. Book 9904, Page 2296, all of the Official Public Records of Pasco County, Florida, and described as:

SILVERADO RANCH SUBDIVISION
PHASES 5A, 5B, 7, 9B, 10A, 10B, 11A, 11B & 11C
See legal description attached as Exhibit "A",

in the amount of Three Hundred Three Thousand Sixty and 74/100 Dollars (\$303,060.74), as partially released by Document Number 2019077040, in O.R. Book 9901, Page 3495 and by Document Number 2020000510 in O.R. Book 10032, Page 2229 (collectively, the "Claim of Lien").

NOW, THEREFORE, the undersigned does hereby release the Claim of Lien and Surety Bond and does direct the Clerk of the Court to release the Surety Bond and release, cancel, and discharge the Claim of Lien.

SMITH & COMPANY, INC.

By: _____
Stephen W. Smith, as its President

Sworn to and subscribed before me by means of physical presence on this ____ day of March, 2024, by Stephen W. Smith, who (check one) is personally known to me or produced _____ as identification.

Notary Public, State of Florida
My Commission Expires:

Exhibit "C"

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA AND TRACTS 1, 2, 15, 16, 17, 18, 31, 32, 33, 34, 47, 48, 49, 50, 63, 64, 65, 66 AND 80 IN SECTION 5, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA AND TRACTS 39, 40, 41, 42, 55, 56, 57, 58, 71, 72, 73, 74, 87, 88, 90, 103, 106, 119, 122 IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA AND PORTIONS OF THOSE PUBLIC PLATTED RIGHT-OF-WAYS ABUTTING SAID LOTS IN ZEPHYRHILLS COLONY COMPANY LANDS AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA AND PROCEED S 03°46'53" W, A DISTANCE OF 1303.85 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE S 89°58'15" E, A DISTANCE OF 1348.09 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE S 03°01'39" W, A DISTANCE OF 1326.84 FEET TO THE SOUTHEAST CORNER OF THE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE S 01°51'59" W, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 1061.38 FEET TO THE NORTHEAST CORNER OF SILVERADO PHASE 1A AS RECORDED IN PLAT BOOK 61, PAGE 71 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N 89°18'40" W, ALONG THE NORTH BOUNDARY OF SAID PLAT, A DISTANCE OF 84.51 FEET; THENCE S 00°26'18" W, ALONG THE NORTH BOUNDARY OF SAID PLAT, A DISTANCE OF 227.24 FEET; THENCE S 67°17'43" W, ALONG THE NORTH BOUNDARY OF SAID PLAT, A DISTANCE OF 105.02 FEET; THENCE S 58°06'55" W, ALONG THE NORTH BOUNDARY OF SAID PLAT, A DISTANCE OF 101.99 FEET; THENCE N 28°34'56" W, ALONG THE NORTH BOUNDARY OF SAID PLAT, A DISTANCE OF 177.58 FEET; THENCE S 80°25'04" W, ALONG THE NORTH BOUNDARY OF SAID PLAT, A DISTANCE OF 369.44 FEET; THENCE S 01°37'58" W, ALONG THE WEST BOUNDARY OF SAID PLAT, A DISTANCE OF 1086.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ELAND BOULEVARD; THENCE S 89°38'21" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.02 FEET TO A POINT ON THE WEST BOUNDARY OF TRACT 122 OF SAID ZEPHYRHILLS COLONY COMPANY LANDS; THENCE N 01°37'58" E, A DISTANCE OF 1175.51 FEET TO THE SOUTHWEST CORNER OF TRACT 90 OF SAID ZEPHYRHILLS COLONY COMPANY LANDS; THENCE N 01°37'46" E, A DISTANCE OF 332.48 FEET TO THE SOUTHEAST CORNER OF TRACT 88 OF SAID ZEPHYRHILLS COLONY COMPANY LANDS; THENCE S 89°51'06" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 88, A DISTANCE OF 678.92 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE N 01°24'53" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 332.83 FEET TO A POINT ON AN EASTERLY EXTENSION OF THE SOUTH BOUNDARY OF TRACT 80 OF SAID ZEPHYRHILLS COLONY COMPANY LANDS; THENCE S 89°27'09" W, ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 658.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 80; THENCE N 01°24'33" E, A DISTANCE OF 332.61 FEET TO THE SOUTHEAST CORNER OF TRACT 66 OF SAID ZEPHYRHILLS COLONY COMPANY LANDS; THENCE S 89°28'01" W, ALONG THE SOUTH BOUNDARY OF SAID TRACT 66 AND A WESTERLY EXTENSION THEREOF, A DISTANCE OF 658.43 FEET TO A POINT ON THE WEST BOUNDARY OF NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE N 01°24'33" E, A DISTANCE OF 332.40 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE N 02°35'32" E, A DISTANCE OF 2645.14 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 5 (ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32); THENCE N 89°59'20" W, A DISTANCE OF 1290.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE N 00°08'51" E, A DISTANCE OF 1327.28 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE N 89°53'52" E, A DISTANCE OF 1324.86 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE N 89°59'30" E, A DISTANCE OF 1337.42 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE S 00°09'24" W, A DISTANCE OF 1330.33 FEET TO THE POINT OF BEGINNING, THE ABOVE PARCEL CONTAINING 255.58 ACRES, MORE OR LESS.

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION**

SMITH & COMPANY, INC.,

Plaintiff,

Case No.: 2020-CA-000982-ES

vs.

SILVERADO COMMUNITY DEVELOPMENT
DISTRICT, LEXON INSURANCE COMPANY,
and DUNE FL LAND I SUB, LLC,

Defendants.

SILVERADO COMMUNITY DEVELOPMENT
DISTRICT,

Counter-Plaintiff,

vs.

SMITH & COMPANY, INC.,

Counter-Defendant.

_____ /

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff/Counterdefendant SMITH & COMPANY, INC., Defendant/
Counterplaintiff SILVERADO COMMUNITY DEVELOPMENT DISTRICT, and
defendants LEXON INSURANCE COMPANY and DUNE FL LAND I SUB,
LLC, by their respective undersigned attorneys, stipulate to and dismiss the above-styled
cause, including all claims and counterclaims asserted therein, with prejudice, each party
to bear its own costs and attorneys' fees.

Dated: March __, 2024.

Exhibit "D"

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SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
C



Silverado

Angie Lynch

Complete

Score	81 / 103 (78.64%)	Flagged items	0	Actions	0
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Feb 15, 2024 2:00 PM EST

Prepared by

Angie Lynch

Ponds

29 / 33 (87.88%)

Ponds 1

2 / 3 (66.67%)

Ponds

Fair



Photo 1

Pond Location

Next to amenity center south side

Ponds 2

3 / 3 (100%)

Ponds

Good

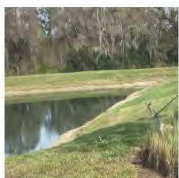


Photo 2



Photo 3

Pond Location

Next to amenity center north side

Ponds 3

2 / 3 (66.67%)

Ponds

Fair



Photo 4

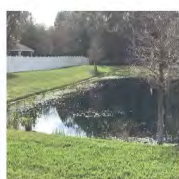


Photo 5

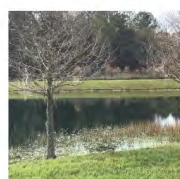


Photo 6

Pond Location

Across from amenity center

Ponds 4

2 / 3 (66.67%)

Ponds

Fair



Photo 7



Photo 8

Pond Location

Cobble Bliss

Ponds 5

3 / 3 (100%)

Ponds

Good



Photo 9



Photo 10

Pond Location

Behind Paden Wheel

Ponds 6

2 / 3 (66.67%)

Ponds

Fair



Photo 11

Pond Location

Across from Saddle Palm

Ponds 7

3 / 3 (100%)

Ponds

Good

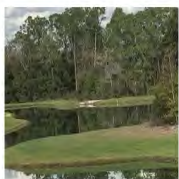


Photo 12

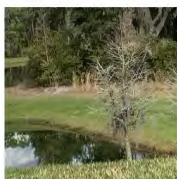


Photo 13

Pond Location

East side Silverado Ranch Blvd.

Ponds 8

3 / 3 (100%)

Ponds

Good



Photo 14



Photo 15

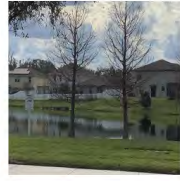


Photo 16

Pond Location

West side Silverado Ranch Blvd.

Ponds 9

3 / 3 (100%)

Ponds

Good



Photo 17



Photo 18

Pond Location

Corner Silverado Ranch and Rider Way

Ponds 10

3 / 3 (100%)

Ponds

Good



Photo 19



Photo 20

Pond Location

Morse Willow

Ponds 11

3 / 3 (100%)

Ponds

Good



Photo 21



Photo 22



Photo 23

Pond Location

Corner of Stella Vast

Landscaping

28 / 36 (77.78%)

Landscaping 1

3 / 3 (100%)

Landscaping

Good



Photo 24

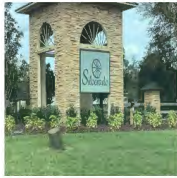


Photo 25

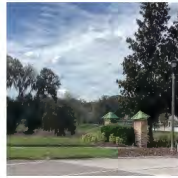


Photo 26

Landscaping Location

Front entrance

Landscaping 2

2 / 3 (66.67%)

Landscaping

Fair



Photo 27

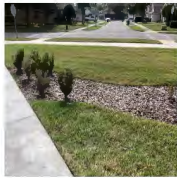


Photo 28



Photo 29



Photo 30



Photo 31

Landscaping Location

Amenity Center

Landscaping 3

3 / 3 (100%)

Landscaping

Good



Photo 32

Landscaping Location

Cobble Bliss Island

Landscaping 4

3 / 3 (100%)

Landscaping

Good



Photo 33



Photo 34



Photo 35

Landscaping Location

Serengeti Blvd

Landscaping 5

2 / 3 (66.67%)

Landscaping

Fair



Photo 36



Photo 37

Landscaping Location

Carriage Pine island

Landscaping 6

2 / 3 (66.67%)

Landscaping

Fair



Photo 38



Photo 39

Landscaping Location

Silverado Ranch island

Landscaping 7

3 / 3 (100%)

Landscaping

Good

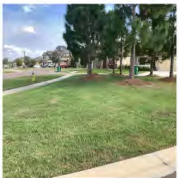


Photo 40



Photo 41

Landscaping Location

Paden Wheel island

Landscaping 8

2 / 3 (66.67%)

Landscaping

Fair



Photo 42



Photo 43

Landscaping Location

Saddle Palm island

Landscaping 9

2 / 3 (66.67%)

Landscaping

Fair



Photo 44



Photo 45

Landscaping Location

Wagon Trail island

Landscaping 10

2 / 3 (66.67%)

Landscaping

Fair



Photo 46



Photo 47



Photo 48

Landscaping Location

Ezra Loft island

Landscaping 11

2 / 3 (66.67%)

Landscaping

Fair



Photo 49



Photo 50

Landscaping Location

Morse Willow island

Landscaping 12

2 / 3 (66.67%)

Landscaping

Fair



Photo 51



Photo 52

Landscaping Location

Stella Vast island

Mailbox

Fair



Photo 53



Photo 54



Photo 55



Photo 56



Photo 57



Photo 58



Photo 59

Mailbox Location

Amenity center

Streetlights

Working



Photo 60

Streetlights Location

Throughout community Duke Energy

Entrance Monument - Main

Fair



Photo 61



Photo 62

Gates - Main

Good



Photo 63

Sidewalks

Good

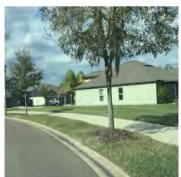


Photo 64



Photo 65



Photo 66

Sidewalks Location

Silverado Blvd. recently pressure

Common Area Fence

Roads

Roads Location

Amenities 13 / 15 (86.67%)

Amenities 1 13 / 15 (86.67%)

Clubhouse

Good



Photo 67



Photo 68



Photo 69

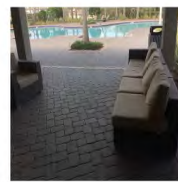


Photo 70

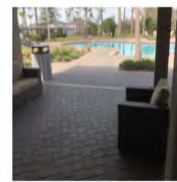


Photo 71



Photo 72



Photo 73

Clubhouse Restrooms

Fair



Photo 74



Photo 75

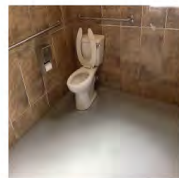


Photo 76

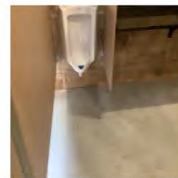


Photo 77

Pool

Good

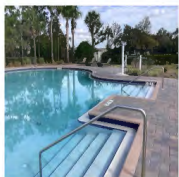


Photo 78



Photo 79



Photo 80



Photo 81



Photo 82

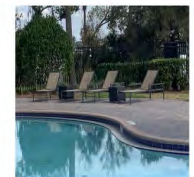


Photo 83

Tot Lot

Fair



Photo 84



Photo 85



Photo 86



Photo 87

WiFi Speeds at Clubhouse

Dog Park

Good



Photo 88

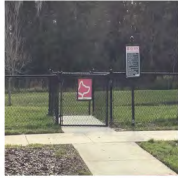


Photo 89

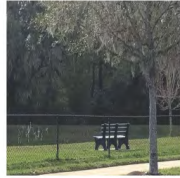


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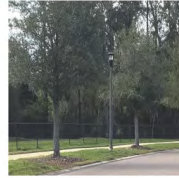


Photo 91

Sign Off

Ange Lynch

Feb 15, 2024 5:45 PM EST

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29



Photo 30



Photo 31



Photo 32



Photo 33



Photo 34



Photo 35



Photo 36



Photo 37



Photo 38



Photo 39



Photo 40



Photo 41



Photo 42



Photo 43



Photo 44



Photo 45

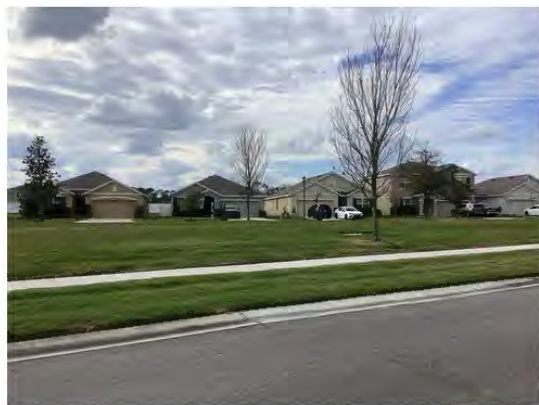


Photo 46



Photo 47



Photo 48



Photo 49



Photo 50



Photo 51



Photo 52



Photo 53



Photo 54



Photo 55



Photo 56



Photo 57



Photo 58



Photo 59



Photo 60



Photo 61



Photo 62



Photo 63



Photo 64



Photo 65



Photo 66



Photo 67



Photo 68



Photo 69



Photo 70



Photo 71



Photo 72



Photo 73

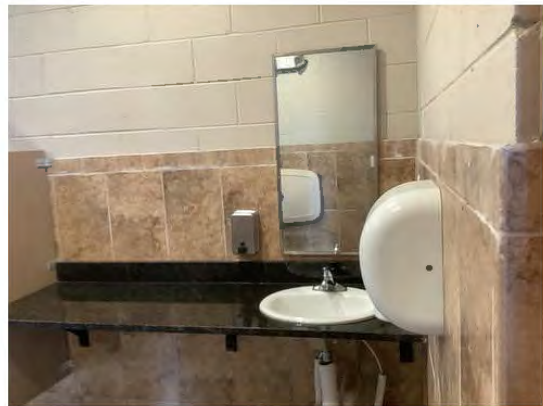


Photo 74



Photo 75



Photo 76

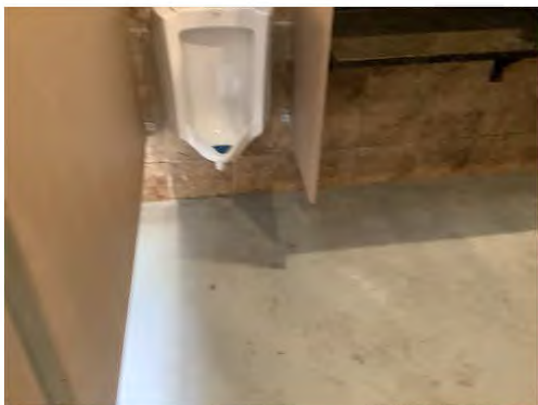


Photo 77



Photo 78



Photo 79



Photo 80



Photo 81



Photo 82



Photo 83



Photo 84



Photo 85



Photo 86



Photo 87



Photo 88



Photo 89



Photo 90



Photo 91

SILVERADO
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SILVERADO COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 26, 2023	Regular Meeting	6:00 PM
November 16, 2023*	Regular Meeting	6:00 PM
December 28, 2023 CANCELED	Regular Meeting	6:00 PM
January 25, 2024	Regular Meeting	6:00 PM
February 22, 2024 CANCELED NO QUORUM	Regular Meeting	6:00 PM
March 28, 2024	Workshop	5:00 PM
March 28, 2024	Regular Meeting	6:00 PM
April 25, 2024	Regular Meeting	6:00 PM
May 23, 2024	Regular Meeting	6:00 PM
June 27, 2024	Regular Meeting	6:00 PM
July 25, 2024	Regular Meeting	6:00 PM
August 22, 2024	Regular Meeting	6:00 PM
September 26, 2024	Regular Meeting	6:00 PM

***Exception**

November meeting date is one (1) week earlier to accommodate the Thanksgiving holiday.