

SILVERADO

**COMMUNITY DEVELOPMENT
DISTRICT**

November 17, 2025

**PUBLIC HEARING
AND 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
<https://silveradocdd.org/>

November 10, 2025

Board of Supervisors
Silverado Community Development District

Dear Board Members:

The Board of Supervisors of the Silverado Community Development District will hold a Public Hearing and Regular Meeting on November 17, 2025 at 5:00 p.m., at 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. Updates
 - Fan Down at Amenity Center
 - Camera Footage at Amenity Center
 - FL Brothers Schedule for Doggy Waste Stations
4. Consideration of Proposals/Estimates/Quotes
 - A. Florida Brothers Maintenance and Repair, LLC Estimate No. 1467 [Fence Repair]
 - B. Fieldstone Tree Care Proposal [Tree Removal/Care Services]
 - C. Avid Lights and Turf Quote #3581 [Bosso Permanent Lighting]
 - D. Alumatech of Sarasota Estimate #E21752 [Outdoor Furniture]
5. Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Pursuant to Sections 190.011(5), 190.011(15), 190.033, 190.035 and 120.54, Florida Statutes
 - A. Affidavits of Publication
 - B. Consideration of Resolution 2026-02, Adopting Amended and Restated Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date
6. Presentation of Superior Water Services, Inc. Waterway Management Report
7. Discussion: Fieldstone Weekly Maintenance Report

ATTENDEES:

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

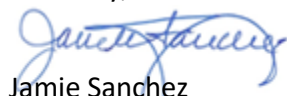
NOTE: Meeting Time

8. Discussion: Reserve Study
 9. Consideration of Resolution 2026-03, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Pasco County Supervisor of Elections Conduct 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
 10. Acceptance of Unaudited Financial Statements as of September 30, 2025
 11. Approval of Minutes
 - A. October 20, 2025 Regular Meeting
 - B. November 3, 2025 Ethics Training Workshop
 12. Board Member Comments
 13. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk*
 - B. District Engineer: *Stantec*
 - C. Operations Manager: *Kai*
 - Safety Culture Report
 - D. District Manager: *Wrathell, Hunt & Associates, LLC*
 - NEXT MEETING DATE: December 15, 2025 at 5:00 PM
 - QUORUM CHECK
14. Public Comments
15. Adjournment

SEAT 1	LARRY CONWILL	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 2	THOMAS SMITH	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 3	LEE CHAMOFF	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 4	LUIS GONZALEZ	☐ IN-PERSON	☐ PHONE	☐ NO
SEAT 5	FRANCISCO ALEXANDER	☐ IN-PERSON	☐ PHONE	☐ NO

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

4

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

4A

ESTIMATE

Florida Brothers Maintenance & Repair, LLC.
820 Old Windsor Way
Spring Hill, FL 34609-4652

floridabrothersllc@gmail.com
+1 (813) 476-1933



Bill to
Silverado CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431 USA

Estimate details
Estimate no.: 1467
Estimate date: 07/18/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Repair	This estimate is to provide a fence repair to the double large gates at the dog park. Apparently hit by the landscaping team and has damaged the hinges. Scope of work would be to replace each hinge with newer but offset - heavy duty industrial hinge sets (2 sets custom ordered - for the repair of 2 gates). Raising the gates to allow proper opening & closing without hindrance. This total includes all materials, supplies & labor for the installation.	1	\$645.38	\$645.38
Total					\$645.38

Accepted date

Accepted by

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

4B

Silverado Revised
Tree Quantity: 66
Proposal Value: \$13,720
October 24, 2025
Proposal #: 1165196



Tree Care Service Address/Location
Silverado CDD July 2025
6051 Silverado Ranch Blvd
Zephyrhills, Florida 33541
sherman@fieldstonels.com

Fieldstone Tree Care
4801 122nd Avenue North
Clearwater, Florida 33762
Zayne Taber
Ztaber@fieldstonels.com
tel:727-643-1281

	Species	Qty	Height	Service	Price
	Southern Live Oak	16	31'-45'	Tree Care Services	\$6,160
	Southern Live Oak	17	16'-30'	Tree Care Services	\$2,975
	Southern Live Oak	1	16'-30'	Tree Removal	\$1,750
	Southern Live Oak	1	46'-60'	Tree Care Services	\$1,750
	Southern Magnolia	28	16'-30'		\$980
	Maple Species	3	16'-30'	Tree Care Services	\$105
				Total	\$13,720

Additional Information

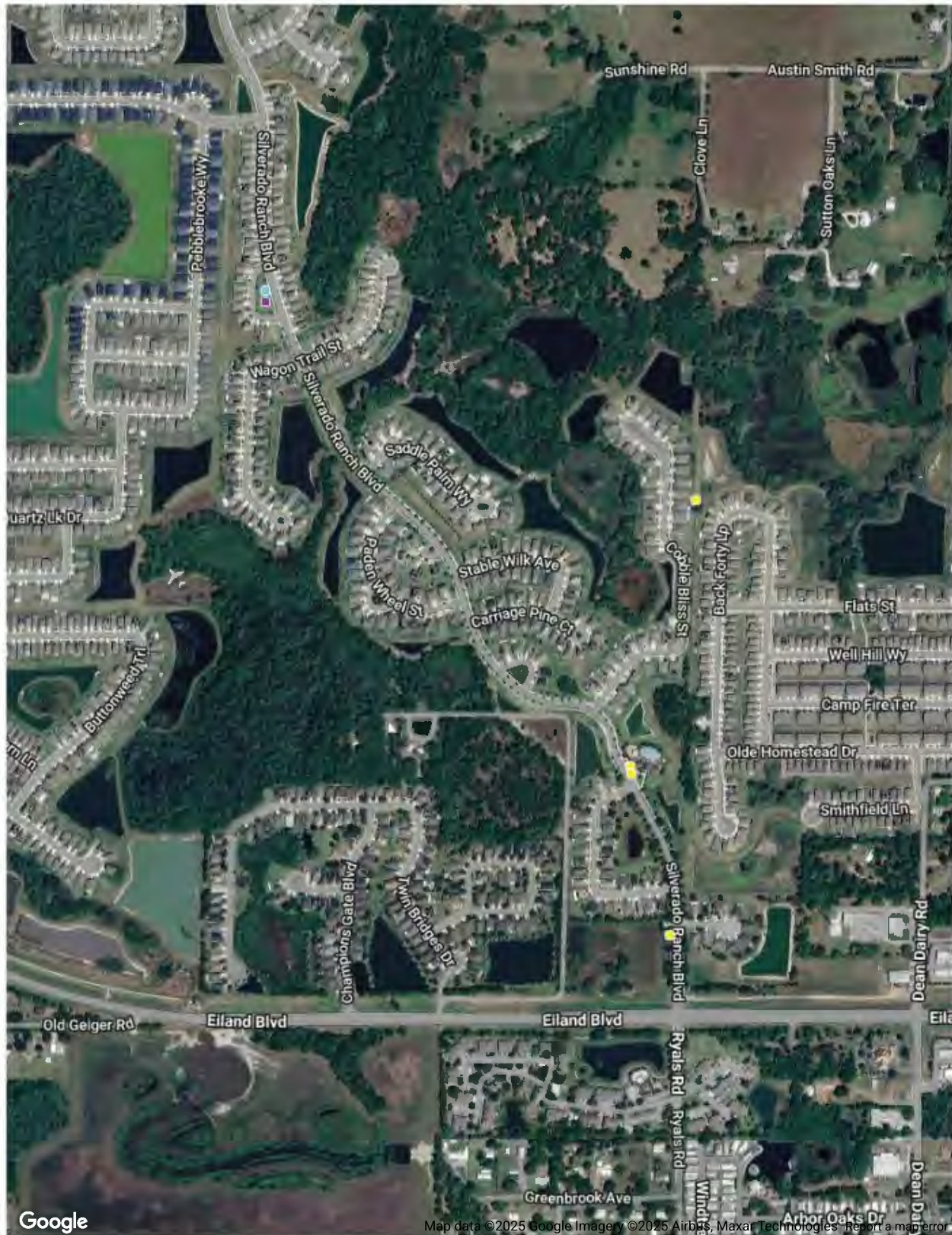
This proposal is for the trimming of trees that were found to have clearance issues.



General Tree Care Objective Definitions

Tree Care Services
General Tree Care Services
Tree Removal
Stump Grinding Included

Silverado CDD July 2025



- Legend (66)**
- Southern Live Oak (35)
 - Southern Magnolia (28)
 - Maple Species (3)

Silverado CDD July 2025

Silverado Revised



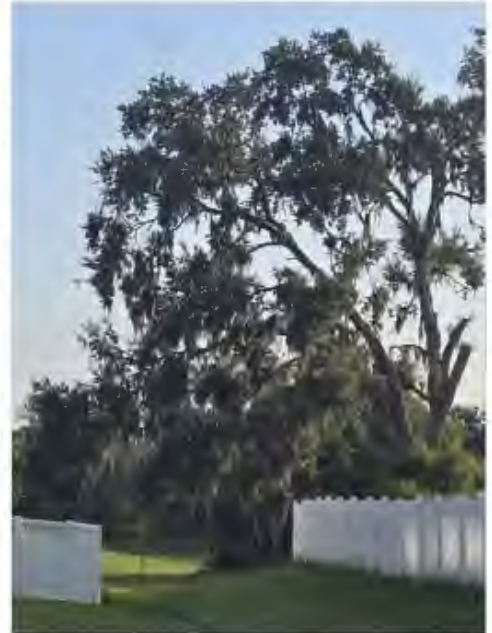
July 15, 2025

Quercus virginiana ID# 1
Southern Live Oak
Height: 16'-30'
Health: 0%-Dead



July 15, 2025

Quercus virginiana ID# 1
Southern Live Oak
Height: 16'-30'
Health: 0%-Dead



July 15, 2025

Quercus virginiana ID# 2
Southern Live Oak
Height: 46'-60'
Health: 80%-Good



Tree Removal

Remove and stump grind



Tree Removal

Remove and stump grind



Tree Care Services

Heavy prune whats hanging over the fence

Silverado CDD July 2025

Silverado Revised



July 15, 2025

Quercus virginiana ID# 4
Southern Live Oak
Height: 16'-30'
Health: 80% - Good



July 15, 2025

Quercus virginiana ID# 6
Southern Live Oak
Height: 31'-45'
Health: 80%-Good



July 15, 2025

Quercus virginiana ID# 6
Southern Live Oak
Height: 31'-45'
Health: 80%-Good



Tree Care Services
Medium Oaks
Lift canopy and remove deadwood



Tree Care Services
Large Oaks
Lift canopy and remove deadwood



Tree Care Services
Large Oaks
Lift canopy and remove deadwood

Silverado CDD July 2025

Silverado Revised



July 15, 2025

Magnolia grandiflora ID# 8

Southern Magnolia

Height: 16'-30'

Health: 80% - Good



Lift canopy

Terms and Conditions for Tree Care Services

1. **Performance by Company:**

Work crews shall arrive at the job site unannounced unless otherwise noted herein. The Company shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

2. **Workmanship:**

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, The Company will remove wood, brush and debris incidental to the work.

3. **Insurance:**

The Company is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance.

4. **Ownership:**

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner.

The Company is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

5. **Limitations:**

The customer must identify all non- public utilities. The Company assumes no responsibility for the location of or damage to underground utilities not clearly marked by the customer prior to commencement of site services. Stump grinding and removals as proposed will occur where public utilities allow.

6. **Terms of Payment:**

All accounts are net payable upon receipt of invoice. A service charge of 1.5% will be added to accounts not fully paid 30 days subsequent to the invoice date. If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection, including, but not limited to, attorney fees and court costs.

Customer

October 24, 2025

Signature

Date

October 24, 2025

Printed Name

Date

Tree Care Service Provider

Zayne Taber

October 24, 2025

Signature

Date

Zayne Taber

October 24, 2025

Printed Name

Date

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

4C

Avid Turf and Lights

4012 South River Road
Suite 2A
St. George, Utah 84790
435-319-0265
sam@avidturf.com | avidturf.com



RECIPIENT:

Jerry Edwards
6270 Silverado Ranch Boulevard
Zephyrhills, Florida 33541

Quote #3581	
Sent on	Nov 11, 2025
Total	\$13,125.00

Product/Service	Description	Qty.
Bosso Permanent Lighting	Includes full installation, control box and access to app.	625

A deposit of \$6,562.50 will be required to begin.

Subtotal	\$26,250.00
Discount (50.0%)	- \$13,125.00
Total	\$13,125.00

Attachments

View online <https://l.jbbr.io/AbJcvii>

- IMG_0606.jpeg
- IMG_7038.jpeg
- IMG_8330.jpeg
- IMG_7039.jpeg
- IMG_8332.jpeg
- IMG_8329.jpeg
- IMG_8268.png
- IMG_7037.jpeg
- IMG_8331.jpeg
- IMG_7036.jpeg

If you look 0on YouTube for Bosso lights you will see all sorts of videos of how the lights can blink and run etc. you will get hundreds of presets with the app for holiday themes etc.
you can check the app out- its called Bosso lights (black with gold cat)below the area to sign in click on “view demo”
5 year warranty and 50, 000 hour bulb life

This quote is valid for the next 30 days, after which values may be subject to change.

Avid Turf and Lights

4012 South River Road

Suite 2A

St. George, Utah 84790

435-319-0265

sam@avidturf.com | avidturf.com



Signature: _____ **Date:** _____

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

4D

SALES ESTIMATE

ALUMATECH OF SARASOTA
P.O. BOX 115
ONECO, FL. 34264

Est. Ship Date

11/11/2025

Date

Estimate #

11/11/2025

E21752

Name / Address	Ship To
SILVERADO CDD 2300 GLADES RD #410W BOCA RATON, FL 33431	SILVERADO CDD 6720 SILVERADO RANCH BLVD ZEPHYRHILLS, FL 33541

Due to rising cost Sales Estimates are good for 10 (Ten) days only. Please request updated estimate before submitting payment beyond ten days. Checks received for expired Sales Estimates will be billed for additional freight, if necessary. Once order is scheduled to ship you will be notified if the freight rate is higher do to rising fuel cost.

Pay Method	Rep	**PLEASE NOTE ALL SHIP DATES ARE ESTIMATED AND SUBJECT TO CHANGE. THIS IS DO TO SUPPLY CHAIN SHORTAGES. WE WILL CONTACT YOU WHEN YOUR ORDER IS COMPLETE**	Weight
50% DN 50% B4 ...	SRQ		

Item	Description	Qty	Price	Frame	STRAP/TOP/FABRICS	Total
L-716-7	L-716-7 16' LEGEND SLING LINE LOUNGE NO ARMS	20	313.50	238 COFFEE	B-09 SAND PLUS	6,270.00T
P-42X42-HU	P-42X42-HU 42' X 42' PARSONS HILO TOP DINING TABLE WITH HOLE	4	692.25	238 COFFEE	(238 COFFEE) HILO TOP	2,769.00T
D-754	D-754 DIAMOND SLING LINE DINING CHAIR	16	148.125	238 COFFEE	B-09 SAND PLUS	2,370.00T
DELIVERY	DELIVERY-ALU TRUCK	1	120.00			120.00

(1)SALES ESTIMATE, (2)TERMS AND CONDITIONS AND (3) PAYMENT, MUST BE SIGNED AND RECEIVED IN ORDER TO PROCEED.

Alumatech furniture is custom made and by signing this contract you have agreed to the colors which may differ from the colors on your screen. By initialing here you have declined our offer to send you color samples _____. Please review all items and colors before signing and faxing the estimate back. All orders are prepaid and ship dates expressed or noted are estimated. Orders can not be processed until payment and signature have been received. Umbrellas ordered through Alumatech are custom made and warrantied by the manufacturer for one year against defects only. Umbrellas dropship via UPS and will not arrive with furniture. Furniture may arrive earlier or later than stated date. All freight shipped is tail gate delivery. Please inspect all furniture for freight damage before carrier leaves. Damage must be noted. Furniture comes wrapped in protective paper. Do not unwrap furniture on a rough surface as scratching of the paint will occur, which Alumatech will not be liable for.	Subtotal	\$11,529.00
	Sales Tax (7.0%)	\$798.63
	Total	\$12,327.63
	Web Site	
	www.alumatech1.com	
	941-748-8880	

Signature _____ Date _____

THERE ARE NO RETURNS. ALL SALES AND COLOR CHOICES ARE FINAL.
UMBRELLAS ARE SHIPPED SEPARATE FROM FURNITURE.

ONCE PAYMENT AND SIGNATURE ARE SUBMITTED, YOU WILL RECEIVE A PAID INVOICE AS CONFIRMATIONS.YOUR REVISED
ESTIMATED SHIP DATE WILL BE NOTED ON YOUR INVOICE.

2025 Warranty

10 year Residential Warranty by, Alumatech of Sarasota.

The warranty is valid from the date of purchase to the **original purchaser only**. Proof of purchase and pictures are required. Alumatech of Sarasota residential products are designed for Residential use only. The warranty is void if used otherwise. All warranty work is prorated and limited. Warranties during the first full year will be covered 100% less freight.

****FRAME** 10 year limited warranty on the frames from the original date of purchases. If your frame fails structurally during normal use and regular maintenance, Alumatech of Sarasota will repair or replace with the same product at no charge. We reserve the right to repair first. This includes parts and labor during the first year.

****FRAME FINISH** 3 year limited warranty against cracking, peeling, and blistering **IF the finish is maintained by weekly cleaning with mild detergent, such as Dawn dishwashing detergent, and minimum quarterly waxing with an automotive paint finish safe product - *if you are near salt air waxing is recommended at minimum on a monthly basis.*** In addition, the glide replacement is a necessary function in maintaining the furniture and should be accomplished on a regular basis, or more frequently, depending on the level of usage. Alumatech recommends a quarterly inspection of the glides to insure maximum longevity of your frame and finish. These glides are available from Alumatech of Sarasota.

**** VINYL STRAPS** 2 year limited warranty on Alumatech Manufacturing Inc. 100% virgin vinyl against breakage. This applies to breakage only not color changes.

**** SLINGS, UMBRELLAS, CUSHIONS and TABLETOPS** 1 year limited warranty on the fabrics and workmanship of slings, cushions and umbrellas. Acrylic and fiberglass tabletops are warranted against breaking, bowing or warping, acrylic tops with holes are excluded.

****SWIVEL MECH PARTS**** Swivel Mech parts are covered for 1 year against manufacturers defects only.

WHAT IS NOT COVERED UNDER THE WARRANTY by ALUMATECH OF SARASOTA.

- Freight damage.
 - Plastic or nylon parts.
 - Stains or discoloration of vinyl straps.
 - Any shipping costs.
 - Failure caused by unreasonable or abusive use.
 - Bursting or cracking of frames caused by freezing temperatures.
 - Failure caused by neglecting to provide proper care and maintenance, which includes cleaning with a mild detergent monthly, rinsed and dried thoroughly.
 - Scratching or chipping of the powder coat finish, cause due to abuse. Some touch-up colors are available from Alumatech of Sarasota.
 - Damage caused by fire or acts of nature.
 - Normal fading of furniture.
 - Furniture submerged in pool water.
 - Sling distortion, normal sagging or color changes in fabric.
 - Blistering due to salt air, Alumatech of Sarasota recommends additional cleaning and waxing of the furniture in seaside applications.
- *Cushions and padded slings that compress after use and cushion fabric color changes.

5 year Commercial Warranty by, Alumatech of Sarasota

The warranty is valid from the date of purchase to the **original purchaser only**. Proof of purchase and pictures are required for all claims. This warranty covers the Alumatech products manufactured and deemed as Commercial products. All Warranty work is prorated and limited.

**** FRAME 5-Year limited warranty on the frames from the original date of purchase.** If your frame fails structurally during normal use and regular maintenance, Alumatech of Sarasota will repair or replace with the same product. We reserve the right to repair first. This includes parts and labor in the first year.

****FRAME FINISH** 3- Year limited warranty against cracking, peeling, and blistering

IF the finish is maintained by weekly cleaning with mild detergent, such as Dawn dishwashing detergent, and minimum quarterly waxing with an automotive paint finish safe product - *if you are near salt air waxing is recommended at minimum on a monthly basis.*

In addition, the glide replacement is a necessary function in maintaining the furniture and should be accomplished on a regular basis, more frequently in a high usage area. Alumatech recommends quarterly inspection of the glides to insure maximum longevity of your frames and finish. These glides are available from Alumatech of Sarasota.

**** VINYL STRAPS** 2-year limited Warranty on Alumatech of Sarasota 100% virgin Vinyl against breakage. This applies to breakage only, not color changes

**** SLINGS, UNBRELLAS, CUSHIONS, SWIVEL MECHANISM PARTS and TABLETOPS** 1-year limited Warranty on the fabric and workmanship of slings, cushions and umbrellas. Acrylic and Fiberglass table tops are warranted against breaking, bowing, or warping, acrylic tops with holes are excluded.



Cleaning and Maintenance Procedures for Aluminum Patio Furniture

I would like to give you some free information on the cleaning and maintenance of aluminum outdoor furniture:

Purchasing new aluminum patio furniture is a significant investment. At Alumatech, your investment will provide you with extra safety features and durability, as well as a new look. Improper care and maintenance will reduce the longevity of your new outdoor furniture just as it will do with your automobile.

What is improper care and maintenance?

Not cleaning and waxing your new aluminum furniture frames. The most damaging materials are suntan oils, human perspiration, and environmental pollutants. When these materials are baked by the sun into the finish of outdoor furniture day after day without proper cleaning and waxing, damage to the finish will result.

Environmental pollutants:

- Unfiltered well or ground water.
- Pods, bark and pollen of many tropical trees and shrubs.
- Exhaust from planes and cars.
- Salt spray in the air.

Do not use a pressure washer on aluminum patio furniture unless you are a professional who uses a pressure washer regularly in your work.

What is proper care and maintenance?

Many commercial pool areas have signs that require people to put down towels before sitting or lying on the furniture. If exposure to suntan oil, body oils and acids is limited, then the vinyl won't stain as badly. This is difficult to enforce and doesn't prevent all contaminants from reaching the finish. What does work is regular cleaning with a mild detergent and a brush with a long handle on it, such as is used for cleaning cars.

I personally like Dawn dish detergent, because it has emulsifiers that break down oils and is almost scum free. I recommend that you clean your outdoor aluminum furniture this way every three weeks, and ideally try to get the pollutants off immediately. The aluminum frame parts of your patio furniture should be waxed with a light, non-compound car wax, such as "Turtle Wax". Just wax the arms and legs and exposed metal, don't get wax on the vinyl straps.

Do not throw your aluminum patio furniture in the pool!

Never throw your furniture into the swimming pool. Prolonged exposure to pool chlorine will severely damage the finish of the frame and vinyl, and will cause corrosion of the aluminum inside the tubing. Most Alumatech furniture stacks and can easily be stored in a covered area to avoid stormy weather. If water happens to collect in the frames, tilt the lounge and allow the water to drain before storing for the winter. This will prevent the frames from bursting due to freezing water inside the tubes, which is not covered under the warranty.



Made in the USA



Terms & Conditions

Prices: All prices are F.O.B. factory, Bradenton, Florida.

Specifications and Changes: Alumatech is constantly improving its designs, materials and manufacturing methods in order to provide the finest commercial-quality product. Therefore, Alumatech reserves the right to make changes in materials, specifications, prices, styles and colors without notice, and without incurring any liability or obligation with reference to similar products previously manufactured. Any measurements or specifications noted are approximate.

Returns: Since Alumatech Manufacturing's furniture is custom made there is a no return policy.

Cancellations: Any orders cancelled after production begins will be subject to a 25% restocking charge.

Routing: Orders are sent freight collect unless other prior arrangements are made. Unless otherwise specified, the factory will use its best judgment and ship the best way via our shipping resources.

Umbrellas: Umbrellas will be drop shipped via UPS Ground and will not arrive with your furniture. Ups ground does not call to set up a delivery time. Please be sure that your umbrellas are being delivered to an office or an address where someone will be there to sign for them.

Claims for Shortages: Claims for shortages must be made immediately after receipt of the goods. ***Our responsibility on all shipments ceases after acceptance of the goods by the transportation company.*** No allowance is made for freight overcharges.

Loss or Damage: Carefully inspect all shipments before accepting them from the Carrier. ***The risk of loss for the goods passes to the Buyer at the time the goods are delivered to or picked up by the Carrier.***

Merchandise is carefully packed and thoroughly inspected before leaving our factory. The Carrier assumes full responsibility for the safe delivery of the goods upon their acceptance of the shipment. Alumatech will provide all possible assistance in settling claims, however all claims for loss or damage sustained in transit must be made upon the Carrier as follows:

(a) Concealed loss or damage means loss or damage which does not become apparent until the merchandise has been unpacked. The contents may be damaged in transit due to rough handling even though the carton may not show external damage. When the damage is discovered upon unpacking, the Buyer shall notify the Carrier immediately. Then the Buyer shall file a claim with the Carrier, since such damage is the Carrier's responsibility. The Buyer shall save all boxes and cartons.

(b) External evidence of loss or damage must be noted on the freight bill or delivery receipt, and must be signed by the Carrier's agent. Failure to adequately describe such external evidence of loss or damage may result in the Carrier refusing to honor a loss or damage claim. You must file a claim on loss or damage in order to get replacement items; there are no refunds on freight charges. The Carrier will supply the form required to file such a claim. Make sure pictures of the damage are taken and sent in with the claim forms.

(c) Once the freight company determines that is in fact damage caused from the freight company they will send you a refund check. All claims can take up to 60-90 days to be satisfied. Replacement items can be ordered at any time during the freight claim process but will be the buyers' responsibility to pay for such items.

Thank You,
Alumatech Manufacturing Inc.



Print name of Property or Customer name

Signature

Date

(By signing this document, you are agreeing to the Terms and Conditions, Warranty and "What to Expect" that was provided)

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

5

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

5A

Serial Number
25-02215P

Business Observer

Published Weekly
New Port Richey , Pasco County, Florida

COUNTY OF PASCO

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey , Pasco County, Florida; that the attached copy of advertisement,

being a Notice of Rule Development

in the matter of Silverado Rule Development

in the Court, was published in said newspaper by print in the

issues of 10/10/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

NOTICE OF RULE DEVELOPMENT BY THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Silverado Community Development District ("District") hereby gives notice of its intention to develop Amended and Restated Rules of Procedure. The proposed Amended and Restated Rules of Procedure rule number is 2026-1. The purpose and effect of the Amended and Restated Rules of Procedure rules is to provide for efficient and effective District operations. Specific legal authority for the rules includes Sections 190.011(5), 190.011(15), 190.033, 190.035 and 120.54, Florida Statutes.

A public hearing will be conducted by the District on November 17, 2025, at 5:00 p.m. at the Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542. Additional information regarding this public hearing may be obtained from the District's website, <https://silveradocdd.org/>, or by contacting the District Manager, Jamie Sanchez, at sanchezj@whlassociates.com, or by calling (561) 571-0010.

A copy of the proposed Amended and Restated Rules of Procedure and the related incorporated documents, if any, may be obtained by contacting the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (561) 571-0010.

District Manager
Silverado Community Development District
October 10, 2025

25-03215P

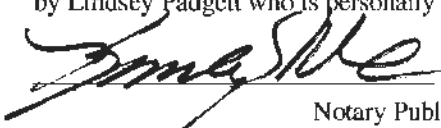


Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

10th day of October, 2025 A.D.

by Lindsey Padgett who is personally known to me.



Notary Public, State of Florida
(SEAL)



Kimberly S. Martin
Comm.: HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

Serial Number
25-02245P

Business Observer

Published Weekly
New Port Richey , Pasco County, Florida

COUNTY OF PASCO

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at New Port Richey , Pasco County, Florida; that the attached copy of advertisement,

being a Legal Notice

in the matter of Silverado Notice of Rulemaking

in the Court, was published in said newspaper by print in the

issues of 10/17/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

NOTICE OF RULEMAKING BY THE SILVERADO COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Silverado Community Development District ("District") on November 17, 2025, at 5:00 p.m. at the Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542.

In accordance with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to adopt amended and restated rules of procedure ("Amended and Restated Rules") for District publication. The proposed Amended and Restated Rules rule number is 2026-1.

The proposed Amended and Restated Rules may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. Specific legal authority for the Rules includes Sections 190.011(5), 190.011(15), 190.033, 190.035 and 120.54, Florida Statutes. Prior Notice of Rule Development was published in Business Observer on October 10, 2025.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative to the Amended and Restated Rules as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Additional information regarding this public hearing may be obtained from the District's website, <https://silveradocdd.org/>, or by contacting the District Manager, Jamie Sanchez, at sanchezj@whhassociates.com, or by calling (561) 571-0010.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager, c/o Wrathell, Hunt and Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010 (hereinafter, "District Office") at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

District Manager
Silverado Community Development District
October 17, 2025

25-02245P


Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

17th day of October, 2025 A.D.

by Lindsey Padgett who is personally known to me.


Notary Public, State of Florida
(SEAL)



SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SILVERADO COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 17th day of November, 2025.

ATTEST:

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A

Amended and Restated Rules of Procedure

**AMENDED AND RESTATED RULES OF PROCEDURE
SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF NOVEMBER 17, 2025

TABLE OF CONTENTS

<u>Rule 1.0</u>	<u>General</u>	2
<u>Rule 1.1</u>	<u>Board of Supervisors; Officers and Voting</u>	3
<u>Rule 1.2</u>	<u>District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination</u>	7
<u>Rule 1.3</u>	<u>Public Meetings, Hearings, and Workshops</u>	10
<u>Rule 1.4</u>	<u>Internal Controls to Prevent Fraud, Waste and Abuse</u>	15
<u>Rule 2.0</u>	<u>Rulemaking Proceedings</u>	16
<u>Rule 3.0</u>	<u>Competitive Purchase</u>	22
<u>Rule 3.1</u>	<u>Procedure Under the Consultants' Competitive Negotiations Act</u>	27
<u>Rule 3.2</u>	<u>Procedure Regarding Auditor Selection</u>	31
<u>Rule 3.3</u>	<u>Purchase of Insurance</u>	35
<u>Rule 3.4</u>	<u>Pre-qualification</u>	37
<u>Rule 3.5</u>	<u>Construction Contracts, Not Design-Build</u>	43
<u>Rule 3.6</u>	<u>Construction Contracts, Design-Build</u>	47
<u>Rule 3.7</u>	<u>Payment and Performance Bonds</u>	52
<u>Rule 3.8</u>	<u>Goods, Supplies, and Materials</u>	53
<u>Rule 3.9</u>	<u>Maintenance Services</u>	57
<u>Rule 3.10</u>	<u>Contractual Services</u>	60
<u>Rule 3.11</u>	<u>Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9</u>	61
<u>Rule 4.0</u>	<u>Effective Date</u>	64

Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Jamie Sanchez, sanchezj@whhassociates.com, Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

Call to order
Roll call
Public comment
Organizational matters

Review of minutes
Specific items of old business
Specific items of new business
Staff reports
 (a) District Counsel
 (b) District Engineer
 (c) District Manager
 1. Financial Report
 2. Approval of Expenditures
Supervisor's requests and comments
Public comment
Adjournment

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

generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

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

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

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

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

(4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

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

(d) Enter orders; and

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

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

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective November 17, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

6

WATERWAY MANAGEMENT REPORT

Superior Waterway Services, Inc.

Toll free: 1-877-966-9333 • Fax: (561) 844-9629
www.superiorwaterway.com

CUSTOMER Silverado CDD (2nd visit) TECHNICIAN Tosh DATE 10/20/25

TEMPERATURE (°F)

<55	55-65	66-75
<u>76-85</u>	86-95	96+

 CLOUD COVER

<u>Clear</u>	25-50%
50-75%	Overcast

 WIND

0-5	<u>6-10</u>
11-15	16+

Lake #'s	<u>A, L, K, D, S, X, Y</u>	<u>A, L, D, Y</u>				
Weeds Treated	<u>A</u>	<u>Tg</u>				

KEY A = Algae Ch = Chara Hyg = Hygrophila Pr = Primrose Ta = Tape Grass
Aw = Alligatorweed Co = Coontail Ip = Illinois Pondweed Ru = Ruppia Tg = Torpedograss
Bt = Baby Tears Cb = Cuban Bulrush Lm = Limnophila Sag = Sago Pondweed Wh = Water Hyacinths
Ba = Bacopa Dw = Duckweed Mf = Mosquito Fern Sa = Salvinia Wl = Water Lettuce
Bl = Banana Lilies Fw = Fanwort N = Naiad Sd = Sedges Wli = Water Lilies
Bw = Bladderwort Gb = Giant Bulrush Pw = Pennywort Ss = Slender Spikerush Wm = Water Meal
Ct = Cattails Hy = Hydrilla Pa = Planktonic Algae Sp = Spatterdock Wt = Wild Taro

REMARKS: Treated ponds A, L, K, D, S, X, Y, for algae. Treated ponds
A, L, D, Y for grass.

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H₂O (°F) ☐ High 85-95 ☐ Normal 75-86 ☐ Low 75 <
DISSOLVED OXYGEN (ppm.) ☐ High 6-8 ☐ Normal 4 -6 ☐ Low 4 <
pH READING ☐ Acid 1-7 ☐ Neutral 7 ☐ Base 7 - 14
WATER CLARITY (Ft.) ☐ Good 6 > ☐ Fair 4-5 ☐ Poor 4 <

FISH/WILDLIFE OBSERVATIONS

FISH ☐ Largemouth Bass ☐ Bream ☐ Sunshine Bass ☐ Catfish ☐ Triploid Grass Carp
☐ Mosquitofish ☐ Oscar ☐ Suckermouth Catfish ☐ Peacock Bass ☐ Mayan Cichlid
☐ Snakehead ☐ Tilapia ☐ Florida Gar ☐ Piranha ☐ Clown Knife Fish

WILDLIFE ☐ Alligator ☐ Turtle ☐ Otter ☐ Iguana ☐ Fox
☐ Snake ☐ Wild Hog ☐ Raccoon ☐ Coyote ☐ Manatee

BIRDS ☐ Egret ☐ Muscovies ☐ Coot ☐ Bald Eagle ☐ Osprey
☐ Anhinga ☐ Cormorant ☐ Wild Ducks ☐ Ibis ☐ Wood Stork
☐ Limpkin ☐ Pelican ☐ Sandhill Crane ☐ Tricolored Heron ☐ Roseate Spoonbill
☐ Moorhen ☐ Snail Kite ☐ Little Blue Heron ☐ Green Heron ☐ Great Blue Heron

OTHER: _____

**Weed & Algae Control • Fountains & Aeration • Preserve Restoration
Fish Stocking • Wetland Planting & Maintenance • Water Clarification**

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

7

(1)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(2)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(3)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(4)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(5)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(6)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(7)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(8)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(9)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(10)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(11)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(12)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(13)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(14)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

(15)



Weekly regular maintenance service

Created: Mon, 10/20/2025

mowing, edging, blowing ,

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

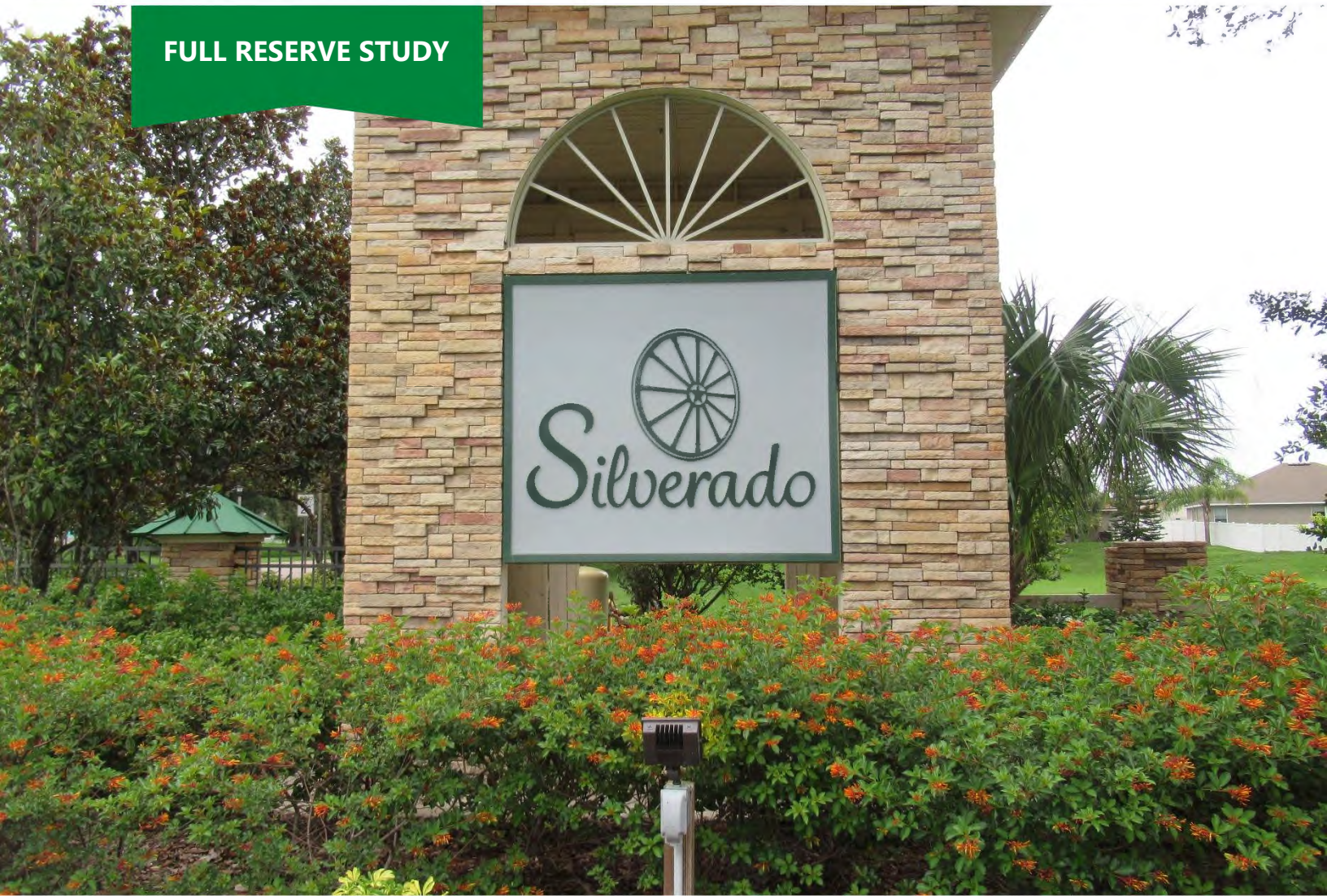
8

Silverado

Community Development District

June 2, 2025 • Zephyrhills, FL

FULL RESERVE STUDY



Silverado Community Development District
Zephyrhills, Florida

Dear Board of Directors of Silverado Community Development District:

At the direction of the Board that recognizes the need for proper reserve planning, we have conducted a *Full Reserve Study* of Silverado Community Development District in Zephyrhills, Florida and submit our findings in this report. The effective date of this study is the date of our visual, noninvasive inspection, June 2, 2025.

This *Full Reserve Study* exceeds the Association of Professional Reserve Analysts (APRA) standards fulfilling the requirements of a "Level I Full Reserve Study."

An ongoing review by the Board and an Update of this Reserve Study are necessary to ensure an equitable funding plan since a Reserve Study is a snapshot in time. We recommend the Board budget for an Update to this Reserve Study in two- to three-years. We look forward to continuing to help Silverado Community Development District plan for a successful future.

As part of our long-term thinking and everyday commitment to our clients, we are available to answer any questions you may have regarding this study.

Respectfully submitted on June 11, 2025 by

Reserve Advisors, LLC

Visual Inspection and Report by: Taylor J. Bleistein, RS¹

Review by: Alan M. Ebert, RS, PRA², Director of Quality Assurance



¹ RS (Reserve Specialist) is the reserve provider professional designation of the Community Associations Institute (CAI) representing America's more than 300,000 condominium, cooperative and homeowners associations.

² PRA (Professional Reserve Analyst) is the professional designation of the Association of Professional Reserve Analysts. Learn more about APRA at <http://www.apra-usa.com>.



NEW TO RESERVE STUDIES?



ACCESS OUR
QUICK START GUIDE



Table of Contents

1. RESERVE STUDY EXECUTIVE SUMMARY	1.1
2. RESERVE STUDY REPORT	2.1
3. RESERVE EXPENDITURES and FUNDING PLAN.....	3.1
4. RESERVE COMPONENT DETAIL.....	4.1
Property Site Elements	4.1
Asphalt Pavement	4.1
Catch Basins	4.4
Concrete Gutters	4.5
Concrete Sidewalks.....	4.6
Fence, Aluminum, Playground.....	4.8
Fence, Chain Link.....	4.9
Fence, Vinyl, Split Rail.....	4.9
Irrigation System, Pumps	4.10
Irrigation System, Replacement.....	4.11
Pavers, Masonry.....	4.12
Playground Equipment	4.14
Ponds, Erosion Control.....	4.16
Signage	4.18
Clubhouse Elements.....	4.20
Rest Rooms.....	4.20
Roof, Asphalt Shingles	4.20
Walls, Stucco.....	4.22
Pool Elements.....	4.25
Deck, Pavers	4.25
Fence, Aluminum.....	4.26
Mechanical Equipment	4.27
Pool Finishes, Plaster and Tile	4.28
Reserve Study Update.....	4.30
5. METHODOLOGY	5.1
6. CREDENTIALS	6.1
7. DEFINITIONS	7.1
8. PROFESSIONAL SERVICE CONDITIONS	8.1



1. RESERVE STUDY EXECUTIVE SUMMARY

Client: Silverado Community Development District (Silverado)

Location: Zephyrhills, Florida

Reference: 240953

Property Basics: Silverado Community Development District is a master association which is responsible for the common elements shared by 430 units. The community was built in 2014.

Reserve Components Identified: 23 Reserve Components.

Inspection Date: June 2, 2025.

Funding Goal: The Funding Goal of this Reserve Study is to maintain reserves above an adequate, not excessive threshold during one or more years of significant expenditures. Our recommended Funding Plan recognizes these threshold funding years in 2035 due to the repaving of the asphalt pavement and in 2055 due to the repaving of the asphalt pavement.

Methodology: We use the Cash Flow Method to compute the Reserve Funding Plan. This method offsets future variable Reserve Expenditures with existing and future stable levels of reserve funding. Our application of this method also considers:

- Current and future local costs of replacement
- 2.7% anticipated annual rate of return on invested reserves
- 3.7% future Inflation Rate for estimating Future Replacement Costs

Sources for Local Costs of Replacement: Our proprietary database, historical costs and published sources, i.e., R.S. Means, Incorporated.

Unaudited Cash Status of Reserve Fund:

- \$0 as of December 31, 2025
- The Association did not budget Reserve Contributions in 2025.

Project Prioritization: We note anticipated Reserve Expenditures for the next 30 years in the **Reserve Expenditures** tables and include a **Five-Year Outlook** table following the **Reserve Funding Plan** in Section 3. We recommend the Association prioritize the following projects in the next five years based on the conditions identified:

- Concrete Sidewalks, Partial
- Asphalt Pavement, Crack Repairs
- Pool Finish, Plaster
- Walls, Stucco, Paint Finishes and Capital Repairs
- Mechanical Equipment, Phased

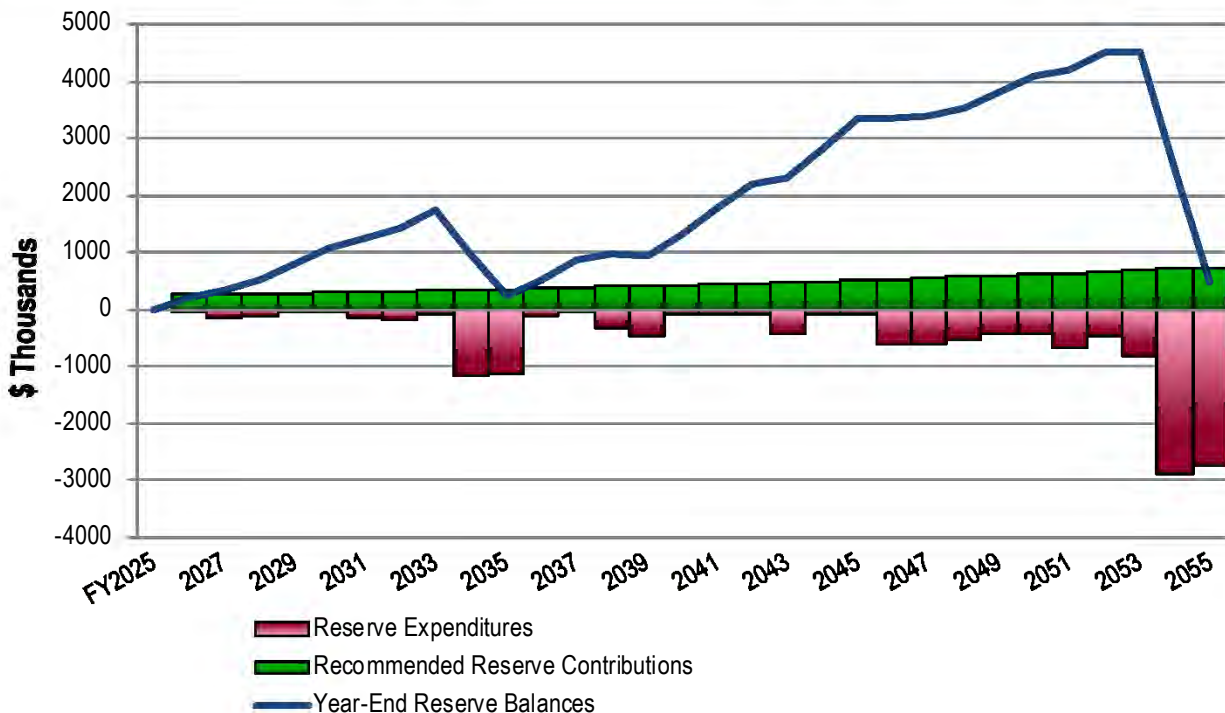


Recommended Reserve Funding: We recommend the following in order to achieve a stable and equitable Cash Flow Methodology Funding Plan:

- Increase Reserve Contributions to \$259,500 in 2026
- Inflationary increases thereafter through 2055, the limit of this study's Cash Flow Analysis
- 2026 Reserve Contribution of \$259,500 is equivalent to an average monthly contribution of \$50.29 per owner.

Silverado Recommended Reserve Funding Table and Graph

Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)
2026	259,500	214,497	2036	373,100	520,039	2046	536,600	3,362,768
2027	269,100	352,102	2037	386,900	872,674	2047	556,500	3,398,405
2028	279,100	533,997	2038	401,200	972,870	2048	577,100	3,524,004
2029	289,400	801,695	2039	416,000	957,401	2049	598,500	3,808,454
2030	300,100	1,085,983	2040	431,400	1,339,808	2050	620,600	4,107,542
2031	311,200	1,273,542	2041	447,400	1,767,521	2051	643,600	4,185,992
2032	322,700	1,440,042	2042	464,000	2,221,316	2052	667,400	4,510,092
2033	334,600	1,755,488	2043	481,200	2,323,968	2053	692,100	4,528,410
2034	347,000	988,504	2044	499,000	2,823,421	2054	717,700	2,443,289
2035	359,800	232,584	2045	517,500	3,352,556	2055	744,300	474,950





2.RESERVE STUDY REPORT

At the direction of the Board that recognizes the need for proper reserve planning, we have conducted a *Full Reserve Study* of

Silverado Community Development District

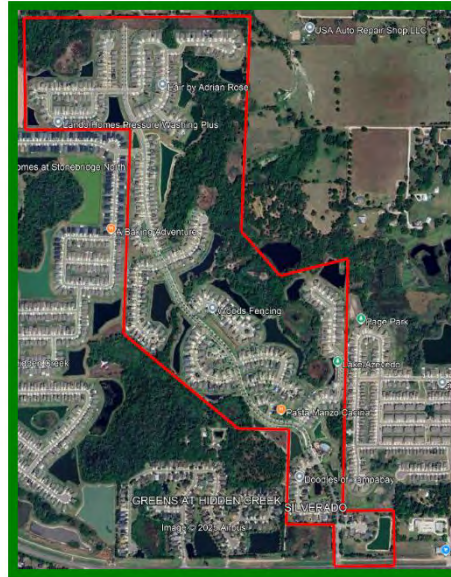
Zephyrhills, Florida

and submit our findings in this report. The effective date of this study is the date of our visual, noninvasive inspection, June 2, 2025.

We present our findings and recommendations in the following report sections and spreadsheets:

- **Identification of Property** - Segregates all property into several areas of responsibility for repair or replacement
- **Reserve Expenditures** - Identifies reserve components and related quantities, useful lives, remaining useful lives and future reserve expenditures during the next 30 years
- **Reserve Funding Plan** - Presents the recommended Reserve Contributions and year-end Reserve Balances for the next 30 years
- **Five-Year Outlook** - Identifies reserve components and anticipated reserve expenditures during the first five years
- **Reserve Component Detail** - Describes the reserve components, includes photographic documentation of the condition of various property elements, describes our recommendations for repairs or replacement, and includes detailed solutions and procedures for replacements for the benefit of current and future board members
- **Methodology** - Lists the national standards, methods and procedures used to develop the Reserve Study
- **Definitions** - Contains definitions of terms used in the Reserve Study, consistent with national standards
- **Professional Service Conditions** - Describes Assumptions and Professional Service Conditions
- **Credentials and Resources**

IDENTIFICATION OF PROPERTY



Our investigation includes Reserve Components or property elements as set forth in your Declaration or which were identified as part of your request for proposed services. The Expenditure tables in Section 3 list the elements contained in this study. Our analysis begins by segregating the property elements into several areas of responsibility for repair and replacement.

Our process of identification helps assure that future boards and the management team understand whether reserves, the operating budget or Owners fund certain replacements and assists in preparation of the annual budget. We derive these segregated classes of property from our review of the information provided by the Association and through conversations with Management and the Board. These classes of property include:

- Reserve Components
- Long-Lived Property Elements
- Operating Budget Funded Repairs and Replacements
- Property Maintained by Owners
- Property Maintained by Others

We advise the Board conduct an annual review of these classes of property to confirm its policy concerning the manner of funding, i.e., from reserves or the operating budget. Reserve Components are defined by CAI as property elements with:

- Silverado responsibility
- Limited useful life expectancies
- Predictable remaining useful life expectancies
- Replacement cost above a minimum threshold

The following tables depict the items excluded from the Reserve Expenditure plan:

Excluded Components

for
Silverado
Community Development District
Zephyrhills, Florida

Operating Budget Components

Repairs normally funded through the Operating Budget and Expenditures less than \$4,600 (These relatively minor expenditures have a limited effect on the recommended Reserve Contributions.)

The operating budget provides money for the repair and replacement of certain Reserve Components. The Association may develop independent criteria for use of operating and reserve funds.

- Bicycle Racks
- Catch Basins, Landscape
- Fences, Vinyl, Lift Station
- Irrigation System, Controls and Maintenance
- Landscape
- Paint Finishes, Touch Up
- Pet Waste Stations
- Pool Furniture
- Security System
- Signage, Street and Traffic

Long-Lived Components

These elements may not have predictable Remaining Useful Lives or their replacement may occur beyond the scope of this study. The operating budget should fund infrequent repairs. Funding untimely or unexpected replacements from reserves will necessitate increases to Reserve Contributions. Periodic updates of this Reserve Study will help determine the merits of adjusting the Reserve Funding Plan.

Useful Life

Estimated Cost

• Electrical System, Clubhouse	to 70+	N/A
• Foundation, Clubhouse	Indeterminate	N/A
• Pipes, Subsurface Utilities	to 85+	N/A
• Pool Deck and Structure	to 60	N/A
• Structural Frame, Clubhouse	Indeterminate	N/A
• Valves, Large Diameter	to 50+	N/A

Owners Responsibility Components

Certain items have been designated as the responsibility of the Owners to repair or replace at their cost, including items billed back.

- Homes and Lots

Excluded Components
for
Silverado
Community Development District
Zephyrhills, Florida

Others Responsibility Components	
Certain items have been designated as the responsibility of Others to repair or replace.	
• Fences, Vinyl, Perimeter¹ • Lift Station² • Light Poles and Fixtures³ • Mailbox Stations⁴	
¹ Neighboring Association ² Pasco County ³ Duke Energy ⁴ United States Postal Service	

3. RESERVE EXPENDITURES and FUNDING PLAN

The tables following this introduction present:

Reserve Expenditures

- Line item numbers
- Total quantities
- Quantities replaced per phase (in a single year)
- Reserve component inventory
- Estimated first year of event (i.e., replacement, application, etc.)
- Life analysis showing
 - useful life
 - remaining useful life
- 2025 local cost of replacement
 - Per unit
 - Per phase
 - Replacement of total quantity
- Percentage of future expenditures anticipated during the next 30 years
- Schedule of estimated future costs for each reserve component including inflation

Reserve Funding Plan

- Reserves at the beginning of each year
- Total recommended reserve contributions
- Estimated interest earned from invested reserves
- Anticipated expenditures by year
- Anticipated reserves at year end
- Predicted reserves based on current funding level

Five-Year Outlook

- Line item numbers
- Reserve component inventory of only the expenditures anticipated to occur within the first five years
- Schedule of estimated future costs for each reserve component anticipated to occur within the first five years

The purpose of a Reserve Study is to provide an opinion of reasonable annual Reserve Contributions. Prediction of exact timing and costs of minor Reserve Expenditures typically will not significantly affect the 30-year cash flow analysis. Adjustments to the times and/or costs of expenditures may not always result in an adjustment in the recommended Reserve Contributions.

Financial statements prepared by your association, by you or others might rely in part on information contained in this section. For your convenience, we have provided an electronic data file containing the tables of ***Reserve Expenditures*** and ***Reserve Funding Plan***.

RESERVE EXPENDITURES

Silverado
Community Development District
Zephyrhills, Florida

Explanatory Notes:

- 1) 3.7% is the estimated Inflation Rate for estimating Future Replacement Costs.
2) FY2025 is Fiscal Year beginning January 1, 2025 and ending December 31, 2025.

Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory	Estimated 1st Year of Event	Life Analysis, Years		Costs, \$			Percentage of Future Expenditures	RUL = 0 FY2025	1 2026	2 2027	3 2028	4 2029	5 2030	6 2031	7 2032	8 2033	9 2034	10 2035	11 2036	12 2037	13 2038	14 2039	15 2040	
						Useful	Remaining	Unit (2025)	Per Phase (2025)	Total (2025)																		
Property Site Elements																												
4.020	69,650	69,650	Square Yards	Asphalt Pavement, Patch Repairs	2027	3 to 5	2	1.30	90,545	90,545	6.5%		97,369				112,600									150,580		
4.040	69,650	34,825	Square Yards	Asphalt Pavement, Mill and Overlay, Streets, Phased	2034	15 to 20	9 to 10	17.00	592,025	1,184,050	34.3%									821,011	851,388							
4.100	75	38	Each	Catch Basins, Inspections and Capital Repairs, Phased	2034	15 to 20	9 to 10	900.00	33,750	67,500	2.0%									46,804	48,536							
4.110	51,400	3,855	Linear Feet	Concrete Gutters, Partial	2034	to 65	9 to 30+	33.00	127,215	1,696,200	7.4%									176,420	182,947							
4.140	284,600	2,846	Square Feet	Concrete Sidewalks, Partial	2026	to 65	1 to 30+	12.00	34,152	3,415,200	12.6%	35,416	36,726	38,085	39,494	40,955	42,471	44,042	45,672	47,361	49,114	50,931	52,815	54,770	56,796	58,898		
4.200	340	340	Linear Feet	Fence, Aluminum, Playground	2043	to 25	18	45.00	15,300	15,300	0.2%																	
4.220	1,330	1,330	Linear Feet	Fence, Chain Link, Dog Park	2039	to 25	14	17.00	22,610	22,610	0.3%															37,601		
4.286	450	450	Linear Feet	Fence, Vinyl, Split Rail	2039	to 25	14	28.00	12,600	12,600	0.1%															20,954		
4.410	3	3	Each	Irrigation System, Pumps	2034	to 20	9	4,500.00	13,500	13,500	0.4%									18,722								
4.420	2,760,000	276,000	Square Feet	Irrigation System, Replacement, Phased	2046	to 40+	21 to 30	0.50	138,000	1,380,000	23.4%																	
4.620	1,900	1,900	Square Feet	Pavers, Masonry	2034	15 to 20	9	10.00	19,000	19,000	0.5%									26,349								
4.660	1	1	Allowance	Playground Equipment	2038	15 to 20	13	65,000.00	65,000	65,000	0.7%														104,241			
4.661	1	1	Allowance	Playground Equipment, Shade Structure	2038	15 to 20	13	30,000.00	30,000	30,000	0.3%														48,111			
4.710	27,300	2,050	Linear Feet	Ponds, Erosion Control, Partial	2032	5 to 7	7 to 30+	49.00	100,450	1,337,700	5.3%							129,539								167,052		
4.800	1	1	Allowance	Signage, Renovation	2034	15 to 20	9	10,000.00	10,000	10,000	0.3%									13,868								
Clubhouse Elements																												
5.580	1	1	Allowance	Rest Room, Renovation	2043	to 25	18	13,500.00	13,500	13,500	0.2%																	
5.600	60	60	Squares	Roof, Asphalt Shingles	2036	12 to 18	11	500.00	30,000	30,000	0.9%										44,739							
5.790	9,700	9,700	Square Feet	Walls, Stucco, Paint Finishes and Capital Repairs	2025	5 to 7	0	1.50	14,550	14,550	0.9%	14,550						18,764								24,197		
Pool Elements																												
6.200	6,190	6,190	Square Feet	Deck, Pavers	2043	to 25	18	10.00	61,900	61,900	0.8%																	
6.400	380	380	Linear Feet	Fence, Aluminum	2043	to 25	18	34.00	12,920	12,920	0.2%																	
6.600	2	1	Allowance	Mechanical Equipment, Phased	2026	to 15	1 to 8	12,000.00	12,000	24,000	0.7%	12,444						16,048								20,695		
6.800	2,650	2,650	Square Feet	Pool Finish, Plaster	2028	8 to 12	3	24.00	63,600	63,600	2.1%				70,924										101,995			
6.801	260	260	Linear Feet	Pool Finish, Tile	2038	15 to 25	13	39.50	10,270	10,270	0.1%														16,470			
		1	Allowance	Reserve Study Update with Site Visit	2027	to 2	2	4,600.00	4,600	4,600	0.0%		4,947															
Anticipated Expenditures, By Year (\$14,980,924 over 30 years)												14,550	47,860	139,042	109,009	39,494	40,955	155,070	192,345	61,719	1,150,534	1,131,985	95,670	52,815	325,587	457,181	79,592	

RESERVE EXPENDITURES

Silverado
Community Development District
Zephyrhills, Florida

Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory	Estimated 1st Year of Event	Life Analysis, Years		Costs, \$			Percentage of Future Expenditures	16 2041	17 2042	18 2043	19 2044	20 2045	21 2046	22 2047	23 2048	24 2049	25 2050	26 2051	27 2052	28 2053	29 2054	30 2055	
						Useful	Remaining	Unit (2025)	Per Phase (2025)	Total (2025)																	
Property Site Elements																											
4.020	69,650	69,650	Square Yards	Asphalt Pavement, Patch Repairs	2027	3 to 5	2	1.30	90,545	90,545	6.5%			174,133				201,371				232,869					
4.040	69,650	34,825	Square Yards	Asphalt Pavement, Mill and Overlay, Streets, Phased	2034	15 to 20	9 to 10	17.00	592,025	1,184,050	34.3%														1,697,946	1,760,770	
4.100	75	38	Each	Catch Basins, Inspections and Capital Repairs, Phased	2034	15 to 20	9 to 10	900.00	33,750	67,500	2.0%														96,796	100,378	
4.110	51,400	3,855	Linear Feet	Concrete Gutters, Partial	2034	to 65	9 to 30+	33.00	127,215	1,696,200	7.4%														364,857	378,356	
4.140	284,600	2,846	Square Feet	Concrete Sidewalks, Partial	2026	to 65	1 to 30+	12.00	34,152	3,415,200	12.6%	61,077	63,337	65,680	68,110	70,630	73,244	75,954	78,764	81,678	84,700	87,834	91,084	94,454	97,949	101,573	
4.200	340	340	Linear Feet	Fence, Aluminum, Playground	2043	to 25	18	45.00	15,300	15,300	0.2%			29,425													
4.220	1,330	1,330	Linear Feet	Fence, Chain Link, Dog Park	2039	to 25	14	17.00	22,610	22,610	0.3%																
4.286	450	450	Linear Feet	Fence, Vinyl, Split Rail	2039	to 25	14	28.00	12,600	12,600	0.1%																
4.410	3	3	Each	Irrigation System, Pumps	2034	to 20	9	4,500.00	13,500	13,500	0.4%														38,718		
4.420	2,760,000	276,000	Square Feet	Irrigation System, Replacement, Phased	2046	to 40+	21 to 30	0.50	138,000	1,380,000	23.4%						295,960	306,910	318,266	330,042	342,254	354,917	368,049	381,667	395,788	410,433	
4.620	1,900	1,900	Square Feet	Pavers, Masonry	2034	15 to 20	9	10.00	19,000	19,000	0.5%														54,493		
4.660	1	1	Allowance	Playground Equipment	2038	15 to 20	13	65,000.00	65,000	65,000	0.7%																
4.661	1	1	Allowance	Playground Equipment, Shade Structure	2038	15 to 20	13	30,000.00	30,000	30,000	0.3%																
4.710	27,300	2,050	Linear Feet	Ponds, Erosion Control, Partial	2032	5 to 7	7 to 30+	49.00	100,450	1,337,700	5.3%						215,429						277,815				
4.800	1	1	Allowance	Signage, Renovation	2034	15 to 20	9	10,000.00	10,000	10,000	0.3%														28,680		
Clubhouse Elements																											
5.580	1	1	Allowance	Rest Room, Renovation	2043	to 25	18	13,500.00	13,500	13,500	0.2%			25,963													
5.600	60	60	Squares	Roof, Asphalt Shingles	2036	12 to 18	11	500.00	30,000	30,000	0.9%														86,041		
5.790	9,700	9,700	Square Feet	Walls, Stucco, Paint Finishes and Capital Repairs	2025	5 to 7	0	1.50	14,550	14,550	0.9%						31,204						40,241				
Pool Elements																											
6.200	6,190	6,190	Square Feet	Deck, Pavers	2043	to 25	18	10.00	61,900	61,900	0.8%			119,044													
6.400	380	380	Linear Feet	Fence, Aluminum	2043	to 25	18	34.00	12,920	12,920	0.2%			24,847													
6.600	2	1	Allowance	Mechanical Equipment, Phased	2026	to 15	1 to 8	12,000.00	12,000	24,000	0.7%						26,688							34,416			
6.800	2,650	2,650	Square Feet	Pool Finish, Plaster	2028	8 to 12	3	24.00	63,600	63,600	2.1%							146,679									
6.801	260	260	Linear Feet	Pool Finish, Tile	2038	15 to 25	13	39.50	10,270	10,270	0.1%																
		1	Allowance	Reserve Study Update with Site Visit	2027	to 2	2	4,600.00	4,600	4,600	0.0%																
Anticipated Expenditures, By Year (\$14,980,924 over 30 years)												61,077	63,337	439,092	68,110	70,630	615,837	610,923	543,709	411,720	426,954	675,620	459,133	794,176	2,895,685	2,751,510	

RESERVE FUNDING PLAN

CASH FLOW ANALYSIS		Individual Reserve Budgets & Cash Flows for the Next 30 Years															
Silverado																	
Community Development District																	
Zephyrhills, Florida		FY2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Reserves at Beginning of Year	(Note 1)	N/A	0	214,497	352,102	533,997	801,695	1,085,983	1,273,542	1,440,042	1,755,488	988,504	232,584	520,039	872,674	972,870	957,401
Total Recommended Reserve Contributions	(Note 2)	N/A	259,500	269,100	279,100	289,400	300,100	311,200	322,700	334,600	347,000	359,800	373,100	386,900	401,200	416,000	431,400
Estimated Interest Earned, During Year	(Note 3)	N/A	2,857	7,547	11,803	17,792	25,144	31,429	36,145	42,565	36,550	16,265	10,025	18,551	24,583	25,712	30,599
Anticipated Expenditures, By Year		N/A	(47,860)	(139,042)	(109,009)	(39,494)	(40,955)	(155,070)	(192,345)	(61,719)	(1,150,534)	(1,131,985)	(95,670)	(52,815)	(325,587)	(457,181)	(79,592)
Anticipated Reserves at Year End		\$0	\$214,497	\$352,102	\$533,997	\$801,695	\$1,085,983	\$1,273,542	\$1,440,042	\$1,755,488	\$988,504	\$232,584	\$520,039	\$872,674	\$972,870	\$957,401	\$1,339,808
		(NOTE 5)															

(continued)		Individual Reserve Budgets & Cash Flows for the Next 30 Years, Continued															
		2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	
Reserves at Beginning of Year		1,339,808	1,767,521	2,221,316	2,323,968	2,823,421	3,352,556	3,362,768	3,398,405	3,524,004	3,808,454	4,107,542	4,185,992	4,510,092	4,528,410	2,443,289	
Total Recommended Reserve Contributions		447,400	464,000	481,200	499,000	517,500	536,600	556,500	577,100	598,500	620,600	643,600	667,400	692,100	717,700	744,300	
Estimated Interest Earned, During Year		41,390	53,132	60,544	68,564	82,265	89,449	90,060	92,208	97,670	105,442	110,471	115,833	120,394	92,864	38,871	
Anticipated Expenditures, By Year		(61,077)	(63,337)	(439,092)	(68,110)	(70,630)	(615,837)	(610,923)	(543,709)	(411,720)	(426,954)	(675,620)	(459,133)	(794,176)	(2,895,685)	(2,751,510)	
Anticipated Reserves at Year End		\$1,767,521	\$2,221,316	\$2,323,968	\$2,823,421	\$3,352,556	\$3,362,768	\$3,398,405	\$3,524,004	\$3,808,454	\$4,107,542	\$4,185,992	\$4,510,092	\$4,528,410	\$2,443,289	\$474,950	(NOTES 4&5)

Explanatory Notes:

- 1) Year 2025 ending reserves are projected by Management and the Board as of December 31, 2025; FY2025 starts January 1, 2025 and ends December 31, 2025.
- 2) 2026 is the first year of recommended contributions.
- 3) 2.7% is the estimated annual rate of return on invested reserves
- 4) Accumulated year 2055 ending reserves consider the age, size, overall condition and complexity of the property.
- 5) Threshold Funding Years (reserve balance at critical point).

FIVE-YEAR OUTLOOK**Silverado
Community Development District**
Zephyrhills, Florida

Line Item	Reserve Component Inventory	RUL = 0 FY2025	1 2026	2 2027	3 2028	4 2029	5 2030
<u>Property Site Elements</u>							
4.020	Asphalt Pavement, Patch Repairs			97,369			
4.140	Concrete Sidewalks, Partial		35,416	36,726	38,085	39,494	40,955
<u>Clubhouse Elements</u>							
5.790	Walls, Stucco, Paint Finishes and Capital Repairs	14,550					
<u>Pool Elements</u>							
6.600	Mechanical Equipment, Phased		12,444				
6.800	Pool Finish, Plaster				70,924		
	Reserve Study Update with Site Visit			4,947			
Anticipated Expenditures, By Year (\$390,910 over 5 years)		14,550	47,860	139,042	109,009	39,494	40,955

4.RESERVE COMPONENT DETAIL

The Reserve Component Detail of this *Full Reserve Study* includes enhanced solutions and procedures for select significant components. This section describes the Reserve Components, documents specific problems and condition assessments, and may include detailed solutions and procedures for necessary capital repairs and replacements for the benefit of current and future board members. We advise the Board use this information to help define the scope and procedures for repair or replacement when soliciting bids or proposals from contractors. *However, the Report in whole or part is not and should not be used as a design specification or design engineering service.*

Property Site Elements

Asphalt Pavement

Line Items: 4.020 and 4.040

Quantity: Approximately 69,650 square yards at the streets

History:

- Repaving: Original
- Repairs: Original

Condition: Good to fair overall with isolated cracks evident.



Pavement overview



Pavement overview



Pavement overview



Pavement overview



Pavement overview



Pavement overview



Pavement overview



Pavement cracks

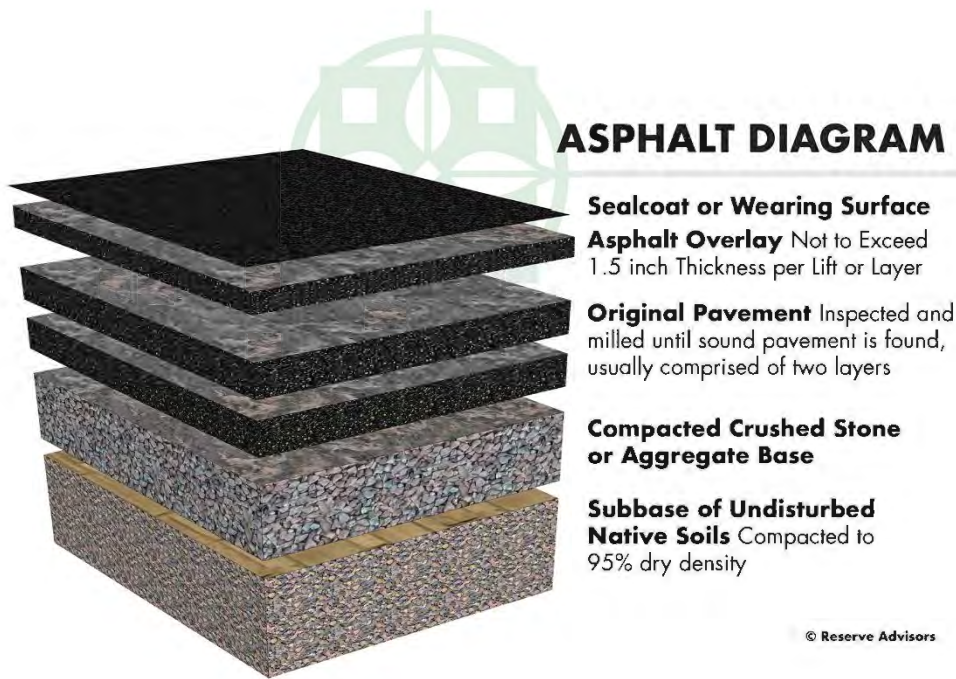


Pavement cracks

Useful Life: 15- to 20-years with the benefit of crack repairs events every three- to five-years

Component Detail Notes: Proposals should include mechanically routing and filling all cracks with hot emulsion. Crack repair minimizes the chance of the cracks transmitting through the pavement.

The initial installation of asphalt uses at least two lifts, or two separate applications of asphalt, over the base course. The first lift is the binder course. The second lift is the wearing course. The wearing course comprises a finer aggregate for a smoother, more watertight finish. The following diagram depicts the typical components although it may not reflect the actual configuration at Silverado:



The manner of repaving is either a mill and overlay or total replacement. A mill and overlay is a method of repaving where cracked, worn and failed pavement is mechanically removed or milled until sound pavement is found. A new layer of asphalt is overlaid atop the remaining base course of pavement. Total replacement includes the removal of all existing asphalt down to the base course of aggregate and native soil followed by the application of two or more new lifts of asphalt. We recommend mill and overlayment on asphalt pavement that exhibits normal deterioration and wear. We recommend total replacement of asphalt pavement that exhibits severe deterioration, inadequate drainage, pavement that has been overlaid multiple times in the past or where the configuration makes overlayment not possible. Based on the apparent visual condition and configuration of the asphalt pavement, we recommend the mill and overlay method of repaving at Silverado.

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect for settlement, large cracks and trip hazards, and ensure proper drainage
 - Repair areas which could cause vehicular damage such as potholes
- As needed:
 - Perform crack repairs and patching

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. Our cost includes an allowance for patching of up to two percent (2%) of the pavement. Our cost for milling and overlayment includes area patching of up to ten percent (10%).

Catch Basins

Line Item: 4.100

Quantity: 75 catch basins¹

History: Original

Condition: Good overall

¹ We utilize the terminology catch basin to refer to all storm water collection structures including curb inlets.



Catch basin

Useful Life: The useful life of catch basins is up to 65 years. However, achieving this useful life usually requires interim capital repairs or partial replacements every 15- to 20-years.

Component Detail Notes: Erosion causes settlement around the collar of catch basins. Left unrepaired, the entire catch basin will shift and need replacement.

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect and repair any settlement and collar cracks
 - Ensure proper drainage and inlets are free of debris
 - If property drainage is not adequate in heavy rainfall events, typically bi-annual cleaning of the catch basins is recommended

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We recommend the Association plan for inspections and capital repairs to the catch basins in conjunction with repaving.

Concrete Gutters

Line Item: 4.110

Quantity: Approximately 51,400 linear feet

Condition: Good to fair overall with isolated cracks evident.



Concrete gutter



Concrete cracks

Useful Life: Up to 65 years although interim deterioration of areas is common

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect and repair major cracks, spalls and trip hazards
 - Mark with orange safety paint prior to replacement or repair
 - Repair or perform concrete leveling in areas in immediate need of repair or possible safety hazard

Priority/Criticality: Per Board discretion

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We estimate that up to 15,420 linear feet of gutters, or thirty percent (30%) of the total, will require replacement during the next 30 years.

Concrete Sidewalks

Line Item: 4.140

Quantity: Approximately 284,600 square feet

Condition: Good to fair overall with isolated cracks evident.



Concrete sidewalk



Concrete sidewalk



Concrete sidewalk



Sidewalk cracks



Sidewalk cracks

Useful Life: Up to 65 years although interim deterioration of areas is common

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:

- Inspect and repair major cracks, spalls and trip hazards
- Mark with orange safety paint prior to replacement or repair
- Repair or perform concrete leveling in areas in immediate need of repair or possible safety hazard

Priority/Criticality: Per Board discretion

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We estimate that up to 85,380 square feet of concrete sidewalks, or thirty percent (30%) of the total, will require replacement during the next 30 years.

Fence, Aluminum, Playground

Line Item: 4.200

Quantity: Approximately 340 linear feet at the playground

History: Original to 2018

Condition: Good to fair overall with isolated fence lean evident.



Aluminum fence



Fence leaning section

Useful Life: Up to 25 years (The useful life of the finish is indeterminate. Future updates of this Reserve Study will again consider the need to refinish the railings based on condition.)

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect and repair loose fasteners or sections, and damage
 - Repair leaning sections and clear vegetation from fence areas which could cause damage

Priority/Criticality: Per Board discretion

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

Fence, Chain Link

Line Item: 4.220

Quantity: Approximately 1,330 linear feet at the dog park

History: Original

Condition: Good overall



Chain link fence



Chain link fence

Useful Life: Up to 25 years

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect and repair loose sections, and damage
 - Repair leaning sections and clear vegetation from fence areas which could cause damage

Priority/Criticality: Per Board discretion

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

Fence, Vinyl, Split Rail

Line Item: 4.286

Quantity: Approximately 450 linear feet at the entrance

History: Original

Condition: Good to fair overall with isolated paint finish deterioration evident.



Vinyl split rail fence



Fence finish deterioration

Useful Life: Up to 25 years

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect and repair loose sections, and damage
 - Repair leaning sections and clear vegetation from fence areas which could cause damage

Priority/Criticality: Per Board discretion

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

Irrigation System, Pumps

Line Item: 4.410

Quantity: Three each

History: Original

Condition: Reported satisfactory without operational deficiencies



Irrigation pump

Useful Life: Up to 20 years

Preventative Maintenance Notes: The required preventative maintenance may vary in frequency and scope based on the unit's age, operational condition, or changes in technology.

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

Irrigation System, Replacement

Line Item: 4.420

Quantity: Approximately 2,760,000 square feet located at the entrance, clubhouse and common areas.

History: Original

Condition: Satisfactory operational condition and Management and the Board does not report any deficiencies

Useful Life: Up to and sometimes beyond 40 years

Component Detail Notes: Irrigation systems typically include the following components:

- Electronic controls (timer)
- Impact rotors
- Network of supply pipes
- Pop-up heads
- Valves

Silverado should anticipate interim and partial replacements of the system network supply pipes and other components as normal maintenance to maximize the useful life of the irrigation system. The Association should fund these ongoing seasonal repairs through the operating budget.

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Semi-annually:
 - Conduct seasonal repairs which includes valve repairs, controller repairs, partial head replacements and pipe repairs
 - Blow out irrigation water lines and drain building exterior faucets each fall if applicable

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

Pavers, Masonry

Line Item: 4.620

Quantity: Approximately 1,900 square feet at the entrance to the property

History: Original

Condition: Good to fair overall with isolated settlement evident.



Masonry pavers overview



Paver cracks

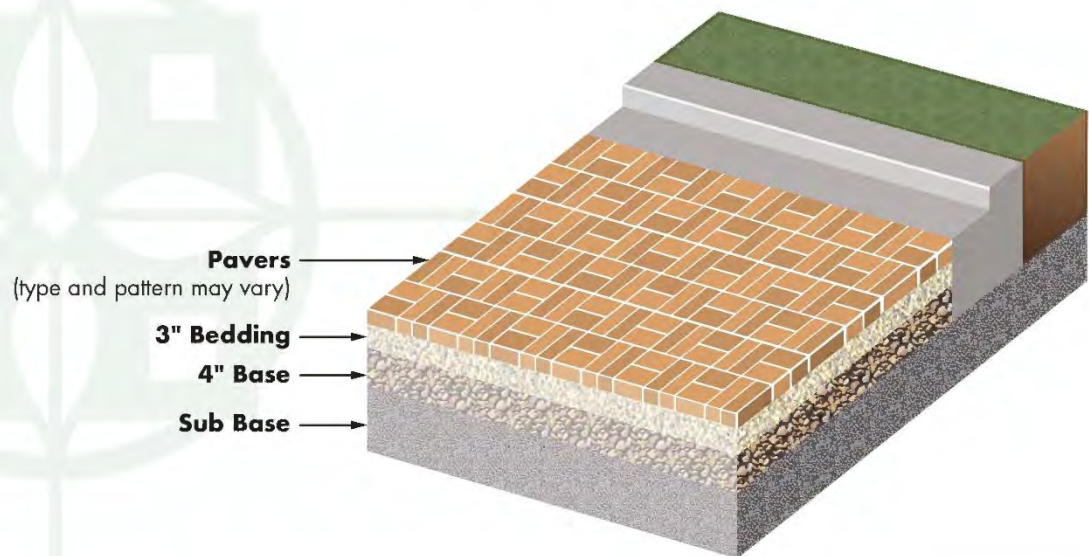


Paver settlement

Useful Life: 15- to 20-years for pavers with vehicular traffic

Component Detail Notes: The following diagram depicts the typical components of a masonry paver system although it may not reflect the actual configuration at Silverado:

MASONRY PAVER DIAGRAM



© Reserve Advisors

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:

- Inspect and repair settlement, trip hazards and paver spalls at heavy traffic areas
- Re-set and/or reseal damaged pavers as necessary
- Periodically clean and remove overgrown vegetation as needed

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We suggest the Association conduct interim resetting and replacement of minor areas of pavers as normal maintenance, funded from the operating budget.

Playground Equipment

Line Items: 4.660 and 4.661

Quantity: Playground equipment includes the following elements:

- Playsets
- Safety surface
- Shade structure

History: Original to 2018

Condition: Good to fair overall with equipment finish deterioration and rust evident.



Playground equipment overview



Playground equipment overview



Equipment finish deterioration



Shade structure overview



Rust at shade structure

Useful Life: 15- to 20-years

Component Detail Notes: Safety is the major purpose for maintaining playground equipment. We recommend an annual inspection of the playground equipment to identify and repair as normal maintenance loose connections and fasteners or damaged elements. We suggest the Association learn more about the specific requirements of playground equipment at PlaygroundSafety.org. We recommend the use of a specialist for the design or replacement of the playground equipment environment.

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect and repair loose connections and fasteners or damaged elements
 - Inspect for safety hazards and adequate coverage of ground surface cover

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We include an allowance in the unit cost for replacement of the safety surface.

Ponds, Erosion Control

Line Item: 4.710

Quantity: Approximately 27,300 linear feet of natural vegetation shorelines

History: Management and the Board inform us the Association plans to conduct shoreline remediation in the near term due to construction defects. We are informed this project will be funded outside reserves

Condition: Fair overall with minor shoreline erosion evident.



Pond overview



Pond overview



Pond overview



Pond overview



Pond overview



Pond shoreline



Minor shoreline erosion



Pond overview



Pond shoreline



Shoreline remediation at pond control structure

Useful Life: Shorelines are subject to fluctuations in water levels, increased plant growth and migrating storm and ground water resulting in the need for erosion control measures. Based on the Association's reported history and issues with the pond shorelines we recommend the Association conduct erosion control measures every five- to seven-years. Future updates of this study will reevaluate the frequency of erosion control events

Component Detail Notes: The steep shoreline embankments are likely to exacerbate soil movement and erosion. The use and maintenance of landscape, natural vegetation and/or stone rip rap along the pond shorelines will help maintain an attractive appearance and prevent soil erosion.

Shoreline plantings are referred to as buffer zones. Buffer zones provide the following advantages:

- Control insects naturally
- Create an aesthetically pleasing shoreline
- Enhance water infiltration and storage
- Filter nutrients and pollutants
- Increase fish and wildlife habitat
- Reduce lawn maintenance
- Stabilize shoreline and reduce erosion
- Trap sediments

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We recommend the Association plan to install a combination of plantings and rip rap around the ponds along 2,050 linear feet, or approximately eight percent (7.5%), of the shorelines per event.

Signage

Line Item: 4.800

Quantity: The property identification signage includes the following elements:

- Metal roofing
- Light Fixtures
- Letters
- Masonry

History: Original

Condition: Good overall



Entrance monument

Useful Life: 15- to 20-years

Component Detail Notes: Community signage contributes to the overall aesthetic appearance of the property to owners and potential buyers. Renovation or replacement of community signs is often predicated upon the desire to "update" the perceived identity of the community rather than for utilitarian concerns. Therefore, the specific times for replacement or renovation are discretionary.

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect and repair damage, vandalism and loose components
 - Verify lighting is working properly
 - Touch-up paint finish applications if applicable

Priority/Criticality: Per Board discretion

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. Our cost for renovation includes repairs to the masonry and replacement of the remaining components listed above.

Clubhouse Elements

Rest Rooms

Line Item: 5.580

Quantity: The rest room components include:

- Paint floor coverings
- Tile wall coverings and paint finishes
- Paint finishes at the ceilings
- Light fixtures
- Plumbing fixtures

History: Original to 2018

Condition: Good overall



Rest room overview

Useful Life: Renovation up to every 25 years

Priority/Criticality: Per Board discretion

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

Roof, Asphalt Shingles

Line Item: 5.600

Quantity: Approximately 60 squares²

² We quantify the roof area in squares where one square is equal to 100 square feet of surface area.

History: Original to 2018

Condition: Good overall with weathering evident from our visual inspection from the ground. Management and the Board does not report a history of leaks.



Clubhouse asphalt shingle roof



Clubhouse asphalt shingle roof



Clubhouse asphalt shingle roof (note weathering)



Clubhouse asphalt shingle roof

Useful Life: 12- to 18-years

Component Detail Notes: Contractors use one of two methods for replacement of sloped roofs, either an overlayment or a tear-off. Overlayment is the application of new shingles over an existing roof. However, there are many disadvantages to overlayment including hidden defects of the underlying roof system, absorption of more heat resulting in accelerated deterioration of the new and old shingles, and an uneven visual appearance. Therefore, we recommend only the tear-off method of replacement. The tear-off method of replacement includes removal of the existing shingles, flashings if required and underlayments.

Preventative Maintenance Notes: We recommend the Association maintain a service and inspection contract with a qualified professional and record all documentation of

repairs conducted. We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Record any areas of water infiltration, flashing deterioration, damage or loose shingles
 - Implement repairs as needed if issues are reoccurring
 - Trim tree branches that are near or in contact with roof
- As-needed:
 - Ensure proper ventilation and verify vents are clear of debris and not blocked from attic insulation

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

Walls, Stucco

Line Item: 5.790

Quantity: Approximately 9,700 square feet of the clubhouse exterior

History: Original to 2018

Condition: Good overall



Stucco wall finishes



Stucco wall finishes



Stucco wall finishes



Stucco wall finishes

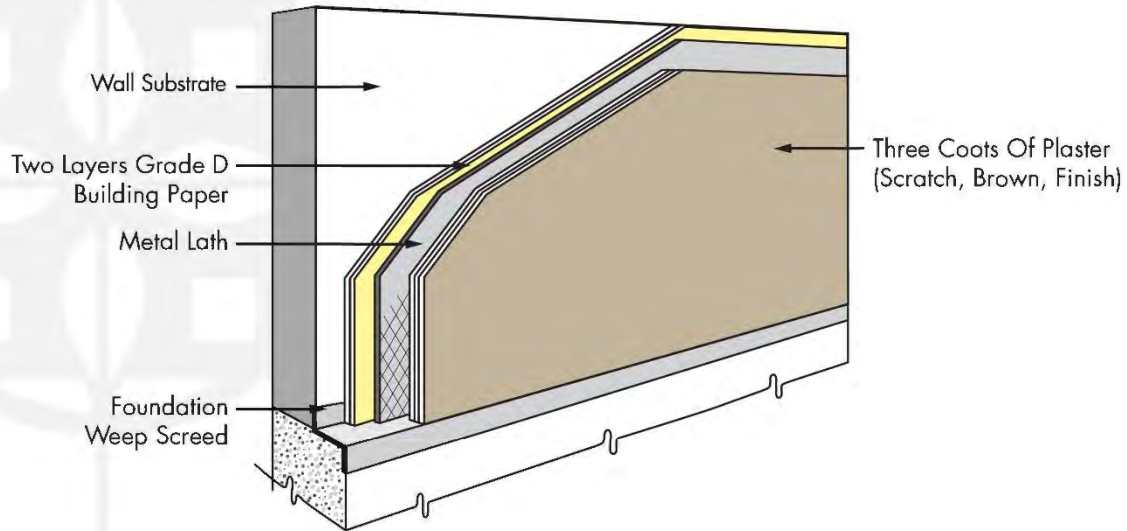


Stucco wall finishes

Useful Life: We recommend inspections, repairs and paint finish applications every five- to seven-years.

Component Detail Notes: The following graphic details the typical components of a stucco wall system on frame construction although it may not reflect the actual configuration at Silverado:

STUCCO DETAIL



© Reserve Advisors

Correct and complete preparation of the surface before application of the paint finish maximizes the useful life of the paint finish and surface. The contractor should remove all loose, peeled or blistered paint before application of the new paint finish. The contractor should then power wash the surface to remove all dirt and biological growth. Water-soluble cleaners that will not attack Portland cement are acceptable for removing stains.

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. Our estimate of cost anticipates the following in coordination with each paint finish application:

- Complete inspection of the stucco
- Crack repairs as needed (Each paint product has the limited ability to cover and seal cracks but we recommend repair of all cracks which exceed the ability of the paint product to bridge.)
- Replacement of up to one percent (1%), of the stucco walls (The exact amount of area in need of replacement will be discretionary based on the actual future conditions and the desired appearance.)
- Replacement of up to thirty-three percent (33%) of the sealants in coordination with each paint finish application.

Pool Elements



Pool area overview

Deck, Pavers

Line Item: 6.200

Quantity: Approximately 6,190 square feet

History: Original to 2018

Condition: Good to fair overall with isolated evident.



Paver pool deck overview



Paver pool deck overview



Paver pool deck overview



Dislodged pavers

Useful Life: Up to 25 years

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect and repair settlement, trip hazards and significant paver spall
 - Reset and/or reseal damaged pavers as necessary
 - Periodically clean and remove overgrown vegetation as needed

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We recommend the Association fund interim inspections, partial replacements and repairs through the operating budget.

Fence, Aluminum

Line Item: 6.400

Quantity: Approximately 380 linear feet

History: Original to 2018

Condition: Good to fair overall with isolated damage evident.



Aluminum pool fence



Fence damage

Useful Life: Up to 25 years

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
 - Inspect and repair loose fasteners or sections, and damage
 - Repair leaning sections and clear vegetation from fence areas which could cause damage

Priority/Criticality: Not recommended to defer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

Mechanical Equipment

Line Item: 6.600

Quantity: The mechanical equipment includes the following:

- Automatic chlorinator and controls
- Electrical panel
- Interconnected pipe, fittings and valves
- Pumps, filter, and heater

History: Original to 2018

Condition: Reported satisfactory without operational deficiencies



Pool mechanical equipment

Useful Life: Up to 15 years

Preventative Maintenance Notes: The informs us preventative maintenance is conducted on a regular basis. We recommend the Association maintain a maintenance contract with a qualified professional and follow the manufacturer's specific recommended maintenance and local, state and/or federal inspection guidelines.

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the *Reserve Expenditures* table in Section 3. Failure of the pool mechanical equipment as a single event is unlikely. Therefore, we include replacement of up to fifty percent (50%) of the equipment per event. We consider interim replacement of motors and minor repairs as normal maintenance.

Pool Finishes, Plaster and Tile

Line Items: 6.800 and 6.801

Quantity: 2,650 square feet of plaster based on the horizontal surface area and approximately 260 linear feet of tile

History:

- Plaster finish: Original to 2018
- Tile: Original to 2018

Condition: Fair overall with isolated discoloration and chips evident.



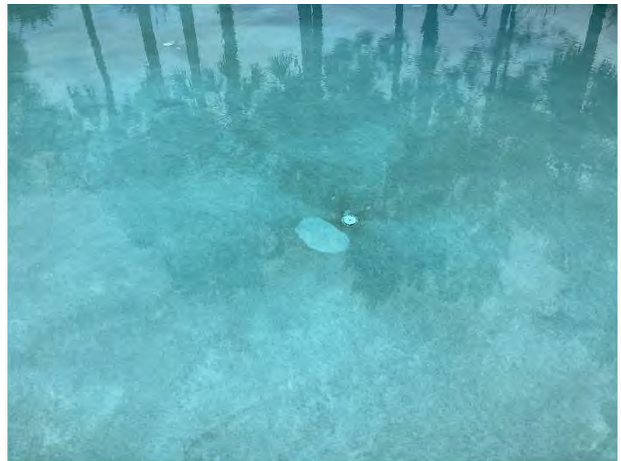
Pool plaster overview



Pool plaster finish with tile perimeter



Plaster chips



Plaster discoloration

Useful Life: 8- to 12-years for the plaster and 15- to 25-years for the tile

Preventative Maintenance Notes: We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Semi-annually:
 - Inspect and patch areas of significant plaster delamination, coping damage and structure cracks
 - Inspect main drain connection and anti-entrapment covers, pressure test circulation piping and valves
 - Test handrails and safety features for proper operation

Priority/Criticality: Defer only upon opinion of independent professional or engineer

Expenditure Detail Notes: Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We recommend the Association budget for full tile replacement every other plaster replacement event. Removal and replacement of the finish provides the opportunity to inspect the pool structure and to allow for partial repairs of the underlying concrete surfaces as needed. To maintain the integrity of the pool structure, we recommend the Association budget for the following:

- Removal and replacement of the plaster finish
- Partial replacements of the scuppers and coping as needed
- Replacement of tiles as needed
- Replacement of joint sealants as needed
- Concrete structure repairs as needed

Reserve Study Update

An ongoing review by the Board and an Update of this Reserve Study are necessary to ensure an equitable funding plan since a Reserve Study is a snapshot in time. Many variables change after the study is conducted that may result in significant overfunding or underfunding the reserve account. Variables that may affect the Reserve Funding Plan include, but are not limited to:

- Deferred or accelerated capital projects based on Board discretion
- Changes in the interest rates on reserve investments
- Changes in the *local* construction inflation rate
- Additions and deletions to the Reserve Component Inventory
- The presence or absence of maintenance programs
- Unusually mild or extreme weather conditions
- Technological advancements

Periodic updates incorporate these variable changes since the last Reserve Study or Update. The Association can expense the fee for an Update with site visit from the reserve account. This fee is included in the Reserve Funding Plan. We base this budgetary amount on updating the same property components and quantities of this Reserve Study report. We recommend the Board budget for an Update to this Reserve Study every three years. Budgeting for an Update demonstrates the Board's objective to continue fulfilling its fiduciary responsibility to maintain the commonly owned property and to fund reserves appropriately.

5.METHODOLOGY

Reserves for replacement are the amounts of money required for future expenditures to repair or replace Reserve Components that wear out before the entire facility or project wears out. Reserving funds for future repair or replacement of the Reserve Components is also one of the most reliable ways of protecting the value of the property's infrastructure and marketability.

Silverado can fund capital repairs and replacements in any combination of the following:

1. Increases in the operating budget during years when the shortages occur
2. Loans using borrowed capital for major replacement projects
3. Level monthly reserve assessments annually adjusted upward for inflation to increase reserves to fund the expected major future expenditures
4. Special assessments

We do not advocate special assessments or loans unless near term circumstances dictate otherwise. Although loans provide a gradual method of funding a replacement, the costs are higher than if the Association were to accumulate reserves ahead of the actual replacement. Interest earnings on reserves also accumulate in this process of saving or reserving for future replacements, thereby defraying the amount of gradual reserve collections. We advocate the third method of *Level Monthly Reserve Assessments* with relatively minor annual adjustments. The method ensures that Owners pay their "fair share" of the weathering and aging of the commonly owned property each year. Level reserve assessments preserve the property and enhance the resale value of the homes.

This Reserve Study is in compliance with and exceeds the National standards¹ set forth by the Association of Professional Reserve Analysts (APRA) fulfilling the requirements of a "Level I Full Reserve Study." These standards require a Reserve Component to have a "predictable remaining Useful Life." Estimating Remaining Useful Lives and Reserve Expenditures beyond 30 years is often indeterminate. Long-Lived Property Elements are necessarily excluded from this analysis. We considered the following factors in our analysis:

- The Cash Flow Method to compute, project and illustrate the 30-year Reserve Funding Plan
- Local² costs of material, equipment and labor
- Current and future costs of replacement for the Reserve Components
- Costs of demolition as part of the cost of replacement
- Local economic conditions and a historical perspective to arrive at our estimate of long-term future inflation for construction costs in Zephyrhills, Florida at an annual inflation rate³. Isolated or regional markets of greater

¹ Identified in the APRA "Standards - Terms and Definitions" and the CAI "Terms and Definitions".

² See Credentials for additional information on our use of published sources of cost data.

³ Derived from Marshall & Swift, historical costs and the Bureau of Labor Statistics.

construction (development) activity may experience slightly greater rates of inflation for both construction materials and labor.

- The past and current maintenance practices of Silverado and their effects on remaining useful lives
- Financial information provided by the Association pertaining to the cash status of the reserve fund and budgeted reserve contribution
- The anticipated effects of appreciation of the reserves over time in accord with a return or yield on investment of your cash equivalent assets. (We did not consider the costs, if any, of Federal and State Taxes on income derived from interest and/or dividend income).
- The Funding Plan excludes necessary operating budget expenditures. It is our understanding that future operating budgets will provide for the ongoing normal maintenance of Reserve Components.

Updates to this Reserve Study will continue to monitor historical facts and trends concerning the external market conditions.

6. CREDENTIALS

HISTORY AND DEPTH OF SERVICE

Founded in 1991, Reserve Advisors is the leading provider of reserve studies, insurance appraisals, developer turnover transition studies, expert witness services, and other engineering consulting services. Clients include community associations, resort properties, hotels, clubs, non-profit organizations, apartment building owners, religious and educational institutions, and office/commercial building owners in 48 states, Canada and throughout the world.

The **architectural engineering consulting firm** was formed to take a leadership role in helping fiduciaries, boards, and property managers manage their property like a business with a long-range master plan known as a Reserve Study.

Reserve Advisors employs the **largest staff of Reserve Specialists** with bachelor's degrees in engineering dedicated to Reserve Study services. Our founders are also founders of Community Associations Institute's (CAI) Reserve Committee that developed national standards for reserve study providers. One of our founders is a Past President of the Association of Professional Reserve Analysts (APRA). Our vast experience with a variety of building types and ages, on-site examination and historical analyses are keys to determining accurate remaining useful life estimates of building components.

No Conflict of Interest - As consulting specialists, our **independent opinion** eliminates any real or perceived conflict of interest because we do not conduct or manage capital projects.

TOTAL STAFF INVOLVEMENT

Several staff members participate in each assignment. The responsible advisor involves the staff through a Team Review, exclusive to Reserve Advisors, and by utilizing the experience of other staff members, each of whom has served hundreds of clients. We conduct Team Reviews, an internal quality assurance review of each assignment, including: the inspection; building component costing; lifing; and technical report phases of the assignment. Due to our extensive experience with building components, we do not have a need to utilize subcontractors.

OUR GOAL

To help our clients fulfill their fiduciary responsibilities to maintain property in good condition.

VAST EXPERIENCE WITH A VARIETY OF BUILDINGS

Reserve Advisors has conducted reserve studies for a multitude of different communities and building types. We've analyzed thousands of buildings, from as small as a 3,500-square foot day care center to a 2,600,000-square foot 98-story highrise. We also routinely inspect buildings with various types of mechanical systems such as simple electric heat, to complex systems with air handlers, chillers, boilers, elevators, and life safety and security systems.

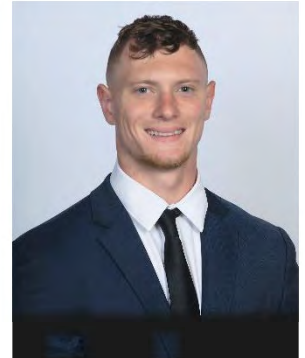
We're familiar with all types of building exteriors as well. Our well-versed staff regularly identifies optimal repair and replacement solutions for such building exterior surfaces such as adobe, brick, stone, concrete, stucco, EIFS, wood products, stained glass and aluminum siding, and window wall systems.

OLD TO NEW

Reserve Advisors' experience includes ornate and vintage buildings as well as modern structures. Our specialists are no strangers to older buildings. We're accustomed to addressing the unique challenges posed by buildings that date to the 1800's. We recognize and consider the methods of construction employed into our analysis. We recommend appropriate replacement programs that apply cost effective technologies while maintaining a building's character and appeal.

TAYLOR J. BLEISTEIN, RS**Responsible Advisor****CURRENT CLIENT SERVICES**

Taylor Bleistein, a Mechanical Engineer, is an Advisor for **Reserve Advisors**. Mr. Bleistein is responsible for the inspection and analysis of the condition of clients' properties, and recommending engineering solutions to prolong the lives of the components. He also forecasts capital expenditures for the repair and/or replacement of the property components and prepares technical reports on assignments. He is responsible for conducting Life Cycle Cost Analyses and Capital Replacement Forecast services and the preparation of Reserve Study Reports for condominiums, townhomes and homeowner associations.



The following is a partial list of clients served by Taylor Bleistein demonstrating his breadth of experiential knowledge of community associations in construction and related buildings systems.

Skypoint Condominium Association This 32 story high-rise in Tampa, Florida was constructed in 2007 and contains 404 units. The condominium maintains four traction elevators, a generator, domestic water and fire pumps, and a fire suppression system, as well as an elevated pool structure which sits atop a seven story garage. The condominium also maintains the curtain wall façade and waterproofing of cantilevered concrete balconies

The Bellamy on Bayshore Owners Association This 20 story high-rise in Tampa, Florida was constructed in 2006 and contains 64 units. The condominium maintains domestic water and fire pumps, traction elevators, a generator and curtain wall sealants and gaskets. The condominium also maintains an extensive elevated pool and plaza deck structure with planters, courtyards with an underlying waterproof membrane protecting the three story garage below

Bayway Isles Point Brittany Four Condominium Corporation A 19 story coastal high-rise located in St. Petersburg, Florida. This 178 unit condominium was constructed in 1970 and consists of traction elevators, domestic water and fire pumps, concrete aggregate panels and retaining brackets, and gemstone water proof coatings on the concrete breezeways

Bayshore Regency Condominium Association Located in Tampa, Florida, this 21 story high-rise constructed in 1988 contains 33 units. The condominium maintains central HVAC cooling and heating system which contains two boilers and a cooling tower. The condominium also maintains an elevated pool and plaza deck structure which contains, planters, a clubhouse and a tennis court which sit atop the multi-story garage.

Orange Acres Ranch Homeowners Association Located in Lake Wales, Florida; this 114 unit co-operative was built in 1985 and converted to a co-operative in 2007. The co-operative maintains a domestic water treatment system which includes water softeners, hydropneumatics storage tanks, valves, and well pumps. The co-operative also maintains a wastewater treatment plant with drainage fields, as well as a clubhouse and pool area.

PRIOR RELEVANT EXPERIENCE

Before joining **Reserve Advisors**, Mr. Bleistein successfully completed the bachelors program in Mechanical Engineering from Hanover College

EDUCATION

Hanover College - B.S. Mechanical Engineering

PROFESSIONAL AFFILIATIONS/DESIGNATIONS

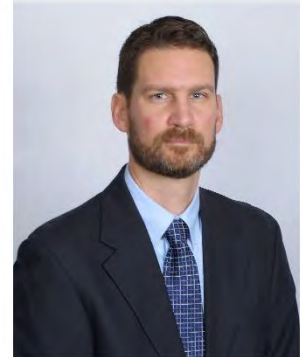
Reserve Specialist (RS) - Community Associations Institute

ALAN M. EBERT, P.E., PRA, RS
Director of Quality Assurance

CURRENT CLIENT SERVICES

Alan M. Ebert, a Professional Engineer, is the Director of Quality Assurance for Reserve Advisors. Mr. Ebert is responsible for the management, review and quality assurance of reserve studies. In this role, he assumes the responsibility of stringent report review analysis to assure report accuracy and the best solution for Reserve Advisors' clients.

Mr. Ebert has been involved with thousands of Reserve Study assignments. The following is a partial list of clients served by Alan Ebert demonstrating his breadth of experiential knowledge of community associations in construction and related buildings systems.



Brownsville Winter Haven Located in Brownsville, Texas, this unique homeowners association contains 525 units. The Association maintains three pools and pool houses, a community and management office, landscape and maintenance equipment, and nine irrigation canals with associated infrastructure.

Rosemont Condominiums This unique condominium is located in Alexandria, Virginia and dates to the 1940's. The two mid-rise buildings utilize decorative stone and brick masonry. The development features common interior spaces, multi-level wood balconies and common asphalt parking areas.

Stillwater Homeowners Association Located in Naperville, Illinois, Stillwater Homeowners Association maintains four tennis courts, an Olympic sized pool and an upscale ballroom with commercial-grade kitchen. The community also maintains three storm water retention ponds and a detention basin.

Birchfield Community Services Association This extensive Association comprises seven separate parcels which include 505 townhome and single family homes. This Community Services Association is located in Mt. Laurel, New Jersey. Three lakes, a pool, a clubhouse and management office, wood carports, aluminum siding, and asphalt shingle roofs are a few of the elements maintained by the Association.

Oakridge Manor Condominium Association Located in Londonderry, New Hampshire, this Association includes 104 units at 13 buildings. In addition to extensive roads and parking areas, the Association maintains a large septic system and significant concrete retaining walls.

Memorial Lofts Homeowners Association This upscale high rise is located in Houston, Texas. The 20 luxury units include large balconies and decorative interior hallways. The 10-story building utilizes a painted stucco facade and TPO roof, while an on-grade garage serves residents and guests.

PRIOR RELEVANT EXPERIENCE

Mr. Ebert earned his Bachelor of Science degree in Geological Engineering from the University of Wisconsin-Madison. His relevant course work includes foundations, retaining walls, and slope stability. Before joining Reserve Advisors, Mr. Ebert was an oilfield engineer and tested and evaluated hundreds of oil and gas wells throughout North America.

EDUCATION

University of Wisconsin-Madison - B.S. Geological Engineering

PROFESSIONAL AFFILIATIONS/DESIGNATIONS

Professional Engineering License – Wisconsin, North Carolina, Illinois, Colorado

Reserve Specialist (RS) - Community Associations Institute

Professional Reserve Analyst (PRA) - Association of Professional Reserve Analysts



RESOURCES

Reserve Advisors utilizes numerous resources of national and local data to conduct its Professional Services. A concise list of several of these resources follows:

Association of Construction Inspectors, (ACI) the largest professional organization for those involved in construction inspection and construction project management. ACI is also the leading association providing standards, guidelines, regulations, education, training, and professional recognition in a field that has quickly become important procedure for both residential and commercial construction, found on the web at www.iami.org.

American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc., (ASHRAE) the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc., devoted to the arts and sciences of heating, ventilation, air conditioning and refrigeration; recognized as the foremost, authoritative, timely and responsive source of technical and educational information, standards and guidelines, found on the web at www.ashrae.org. Reserve Advisors actively participates in its local chapter and holds individual memberships.

Community Associations Institute, (CAI) America's leading advocate for responsible communities noted as the only national organization dedicated to fostering vibrant, responsive, competent community associations. Their mission is to assist community associations in promoting harmony, community, and responsible leadership.

Marshall & Swift / Boeckh, (MS/B) the worldwide provider of building cost data, co-sourcing solutions, and estimating technology for the property and casualty insurance industry found on the web at www.marshallswift.com.

R.S. Means CostWorks, North America's leading supplier of construction cost information. As a member of the Construction Market Data Group, Means provides accurate and up-to-date cost information that helps owners, developers, architects, engineers, contractors and others to carefully and precisely project and control the cost of both new building construction and renovation projects found on the web at www.rsmeans.com.

Reserve Advisors' library of numerous periodicals relating to reserve studies, condition analyses, chapter community associations, and historical costs from thousands of capital repair and replacement projects, and product literature from manufacturers of building products and building systems.

7. DEFINITIONS

Definitions are derived from the standards set forth by the Community Associations Institute (CAI) representing America's 305,000 condominium and homeowners associations and cooperatives, and the Association of Professional Reserve Analysts, setting the standards of care for reserve study practitioners.

Cash Flow Method - A method of calculating Reserve Contributions where contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different Reserve Funding Plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.

Component Method - A method of developing a Reserve Funding Plan with the total contribution is based on the sum of the contributions for individual components.

Current Cost of Replacement - That amount required today derived from the quantity of a *Reserve Component* and its unit cost to replace or repair a Reserve Component using the most current technology and construction materials, duplicating the productive utility of the existing property at current *local* market prices for *materials*, *labor* and manufactured equipment, contractors' overhead, profit and fees, but without provisions for building permits, overtime, bonuses for labor or premiums for material and equipment. We include removal and disposal costs where applicable.

Fully Funded Balance - The Reserve balance that is in direct proportion to the fraction of life "used up" of the current Repair or Replacement cost similar to Total Accrued Depreciation.

Funding Goal (Threshold) - The stated purpose of this Reserve Study is to determine the adequate, not excessive, minimal threshold reserve balances.

Future Cost of Replacement - *Reserve Expenditure* derived from the inflated current cost of replacement or current cost of replacement as defined above, with consideration given to the effects of inflation on local market rates for materials, labor and equipment.

Long-Lived Property Component - Property component of Silverado responsibility not likely to require capital repair or replacement during the next 30 years with an unpredictable remaining Useful Life beyond the next 30 years.

Percent Funded - The ratio, at a particular point of time (typically the beginning of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.

Remaining Useful Life - The estimated remaining functional or useful time in years of a *Reserve Component* based on its age, condition and maintenance.

Reserve Component - Property elements with: 1) Silverado responsibility; 2) limited Useful Life expectancies; 3) predictable Remaining Useful Life expectancies; and 4) a replacement cost above a minimum threshold.

Reserve Component Inventory - Line Items in *Reserve Expenditures* that identify a *Reserve Component*.

Reserve Contribution - An amount of money set aside or *Reserve Assessment* contributed to a *Reserve Fund* for future *Reserve Expenditures* to repair or replace *Reserve Components*.

Reserve Expenditure - Future Cost of Replacement of a Reserve Component.

Reserve Fund Status - The accumulated amount of reserves in dollars at a given point in time, i.e., at year end.

Reserve Funding Plan - The portion of the Reserve Study identifying the *Cash Flow Analysis* and containing the recommended Reserve Contributions and projected annual expenditures, interest earned and reserve balances.

Reserve Study - A budget planning tool that identifies the current status of the reserve fund and a stable and equitable Funding Plan to offset the anticipated future major common area expenditures.

Useful Life - The anticipated total time in years that a *Reserve Component* is expected to serve its intended function in its present application or installation.



8. PROFESSIONAL SERVICE CONDITIONS

Our Services - Reserve Advisors, LLC ("RA") 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. The purpose of our Milestone Phase I is to evaluate the structural integrity of the building on the subject property and provide an inspection report summarizing our findings related to structural issues, or lack thereof.

In each case, 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. Our Milestone Phase I inspections are limited to a visual examination of habitable and uninhabitable areas of the building, including the primary structural members and systems. The inspection aims to determine the presence of substantial structural deterioration, and unsafe or dangerous conditions with the structure. The reserve report, Milestone Phase 1 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.



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 or Milestone Phase I, as applicable, 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 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 and Your Name - 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 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 - The retainer payment for any reserve study, Milestone Phase I inspection, and/or combined services 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. We reserve the right to limit or decline refunds in our sole discretion. Refunds vary based on the applicable facts and circumstances.

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

9

RESOLUTION 2026-03

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

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

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

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Larry Conwill, Seat 2, currently held by Thomas Smith, and Seat 5, currently held by Francisco Alexander, are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

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

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

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

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

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

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

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

PASSED AND ADOPTED THIS 17TH DAY OF NOVEMBER, 2025.

**SILVERADO COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

ATTEST:

Secretary/Assistant Secretary

Exhibit A

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

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Silverado Community Development District will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Pasco County Supervisor of Elections located at 14236 6TH Street, Dade City, Florida 33526-0300, (352) 521-4302. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District, as defined in Section 190.003, Florida Statutes. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Silverado Community Development District has three (3) seats up for election, specifically seats 1, 2 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, in the manner prescribed by law for general elections.

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

District Manager
Silverado Community Development District

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2025**

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	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	\$ 403,442	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 403,442
Investments							
Revenue	-	100,631	108,402	142,361	100,534	-	451,928
Reserve	-	55,360	53,325	72,075	252,638	-	433,398
Prepayment	-	60	-	-	-	-	60
Construction	-	-	-	-	-	2,782	2,782
Utility deposit	7,908	-	-	-	-	-	7,908
Prepaid expense	30,796	-	-	-	-	-	30,796
Total assets	<u>\$ 442,146</u>	<u>\$156,051</u>	<u>\$161,727</u>	<u>\$214,436</u>	<u>\$353,172</u>	<u>\$ 2,782</u>	<u>\$ 1,330,314</u>
LIABILITIES							
Liabilities:							
Accounts payable	\$ 38,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,490
Due to Developer	16,469	-	-	-	-	-	16,469
Accrued taxes payable	398	-	-	-	-	-	398
Total liabilities	<u>55,357</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>55,357</u>
FUND BALANCES							
Restricted for							
Debt service	-	156,051	161,727	214,436	353,172	-	885,386
Capital projects	-	-	-	-	-	2,782	2,782
Assigned							
Working capital	234,530	-	-	-	-	-	234,530
Unassigned	152,259	-	-	-	-	-	152,259
Total fund balances	<u>386,789</u>	<u>156,051</u>	<u>161,727</u>	<u>214,436</u>	<u>353,172</u>	<u>2,782</u>	<u>1,274,957</u>
Total liabilities and fund balances	<u>\$ 442,146</u>	<u>\$156,051</u>	<u>\$161,727</u>	<u>\$214,436</u>	<u>\$353,172</u>	<u>\$ 2,782</u>	<u>\$ 1,330,314</u>

**SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 829,189	\$ 827,118	100%
Miscellaneous	-	60	-	N/A
Total revenues	-	829,249	827,118	100%
EXPENDITURES				
Professional & administrative				
General administration				
Supervisors' fees and FICA	1,077	11,196	12,918	87%
Management consulting services	4,000	48,000	48,000	100%
Field management	500	6,000	-	N/A
Printing and binding	43	500	500	100%
Telephone	17	200	200	100%
Other current charges	46	689	500	138%
Audit	-	-	3,450	0%
Postage	43	851	500	170%
Insurance	-	3,910	7,000	56%
General liability insurance	-	3,648	-	N/A
Regulatory and permit fees	-	175	175	100%
Legal advertising	-	820	1,500	55%
Engineering	1,503	23,290	10,000	233%
District counsel (legal)	9,994	56,119	25,000	224%
Website hosting	-	705	705	100%
ADA website compliance	-	-	210	0%
Meeting room rental	-	250	720	35%
Security patrol	-	392	-	N/A
Debt administration				
Dissemination agent	250	3,000	3,000	100%
DSF accounting	458	5,500	5,500	100%
Trustee	-	17,348	16,080	108%
Arbitrage rebate calculation	-	500	3,000	17%
Total professional & administrative	17,931	183,093	138,958	132%

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Physical environment expenditures				
Streetpole lighting	7,867	81,224	95,000	85%
Electricity (irrigation & pond pumps)	70	3,442	4,134	83%
Landscaping maintenance	19,890	216,516	205,192	106%
Landscape replenishment	-	-	10,000	0%
Palms & tree trimming	-	3,850	15,000	26%
Irrigation maintenance	5,461	10,838	25,000	43%
Pond maintenance	(10,328)	33,112	35,000	95%
Fertilizer & mulch	1,081	5,228	20,800	25%
Property insurance	-	23,348	30,000	78%
Solid waste disposal	29	381	540	71%
Comprehensive field tech services	2,520	15,120	15,120	100%
Field ops accounting	-	-	6,000	0%
Pet waste removal	482	2,653	3,000	88%
Signage	-	4,281	1,000	428%
Wetland maintenance	600	12,300	8,200	150%
Stormwater repair & maintenance	56,543	176,479	-	N/A
Storm readiness	-	11,210	5,000	224%
Reserve study	-	6,200	10,000	62%
Amenity center				
Pool service contract	1,250	15,000	23,850	63%
Pool maintenance & repairs	-	1,099	8,500	13%
Pool resurfacing	-	-	20,000	0%
Pool furniture	-	-	12,000	0%
Pool permit	-	280	275	102%
Cleaning & maintenance	8,582	19,582	7,200	272%
Internet	170	2,149	2,150	100%
Electricity	1,143	23,098	12,500	185%
Water	4,305	12,615	6,672	189%
Pest control	220	1,320	1,320	100%
Camera monitoring	189	2,413	3,600	67%
Refuse service	-	-	200	0%
Holiday decorations	-	5,500	6,000	92%
Contingency	-	7,290	37,500	19%
Miscellaneous repairs & maintenance	-	6,457	40,000	16%
Total field operations	100,074	702,985	670,753	105%
Other fees & charges				
Property appraiser	-	150	175	86%
Tax collector	-	16,749	17,232	97%
Total other fees & charges	-	16,899	17,407	97%
Total expenditures	118,005	902,977	827,118	109%
Excess/(deficiency) of revenues over/(under) expenditures	(118,005)	(73,728)	-	
Fund balances - beginning	504,794	460,517	314,334	
Fund balance - ending				
Assigned				
Working capital	234,530	234,530	234,530	
Unassigned	152,259	152,259	79,804	
Fund balances - ending	\$ 386,789	\$ 386,789	\$ 314,334	

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016A-1 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 57,929	\$ 57,784	100%
Interest	515	6,176	-	N/A
Total revenues	515	64,105	57,784	111%
EXPENDITURES				
Debt service				
Interest	-	40,500	40,800	99%
Principal	-	14,000	14,000	100%
Total debt service	-	54,500	54,800	99%
Other fees & charges				
Tax collector	-	1,157	1,204	96%
Total other fees and charges	-	1,157	1,204	96%
Total expenditures	-	55,657	56,004	99%
Excess/(deficiency) of revenues over/(under) expenditures	515	8,448	1,780	
Fund balances - beginning	155,536	147,603	143,115	
Fund balances - ending	<u>\$ 156,051</u>	<u>\$ 156,051</u>	<u>\$ 144,895</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 SEPTEMBER 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 54,597	\$ 54,460	100%
Interest	533	6,386	-	N/A
Total revenues	533	60,983	54,460	112%
EXPENDITURES				
Debt service				
Interest	-	36,175	36,175	100%
Principal	-	15,000	15,000	100%
Total debt service	-	51,175	51,175	100%
Other fees & charges				
Tax collector	-	1,091	1,135	96%
Total other fees and charges	-	1,091	1,135	96%
Total expenditures	-	52,266	52,310	100%
Excess/(deficiency) of revenues over/(under) expenditures	533	8,717	2,150	
Fund balances - beginning	161,194	153,010	148,733	
Fund balances - ending	<u>\$ 161,727</u>	<u>\$ 161,727</u>	<u>\$ 150,883</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 SEPTEMBER 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 147,586	\$ 147,217	100%
Interest	708	8,441	-	N/A
Total revenues	<u>708</u>	<u>156,027</u>	<u>147,217</u>	106%
EXPENDITURES				
Debt service				
Interest	-	101,650	101,650	100%
Principal	-	40,000	40,000	100%
Total debt service	<u>-</u>	<u>141,650</u>	<u>141,650</u>	100%
Other fees & charges				
Tax collector	-	2,949	3,067	96%
Total other fees and charges	<u>-</u>	<u>2,949</u>	<u>3,067</u>	96%
Total expenditures	<u>-</u>	<u>144,599</u>	<u>144,717</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	708	11,428	2,500	
Fund balances - beginning	213,728	203,008	196,207	
Fund balances - ending	<u>\$ 214,436</u>	<u>\$ 214,436</u>	<u>\$ 198,707</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 SEPTEMBER 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 115,917	\$ 115,623	100%
Interest	1,166	14,664	-	N/A
Total revenues	1,166	130,581	115,623	113%
EXPENDITURES				
Debt service				
Interest	-	84,150	84,150	100%
Principal	-	30,000	30,000	100%
Total debt service	-	114,150	114,150	100%
Other fees & charges				
Tax collector	-	2,316	2,409	96%
Total other fees and charges	-	2,316	2,409	96%
Total expenditures	-	116,466	116,559	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,166	14,115	(936)	
Fund balances - beginning	352,006	339,057	329,392	
Fund balances - ending	<u>\$ 353,172</u>	<u>\$ 353,172</u>	<u>\$ 328,456</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 SEPTEMBER 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 9	\$ 549
Total revenues	<u>9</u>	<u>549</u>
EXPENDITURES		
Capital outlay	<u>-</u>	<u>37,793</u>
Total expenditures	<u>-</u>	<u>37,793</u>
Excess/(deficiency) of revenues		
over/(under) expenditures	9	(37,244)
Fund balances - beginning	2,773	40,026
Fund balances - ending	<u>\$ 2,782</u>	<u>\$ 2,782</u>

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Silverado Community Development District held a Regular Meeting on October 20, 2025 at 5:00 p.m., at Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542.

Present:

Lee Chamoff	Chair
Francisco Alexander	Assistant Secretary
Larry Conwill	Assistant Secretary
Luis Gonzalez	Assistant Secretary

Also present:

Jamie Sanchez	District Manager
Meredith Hammock (via telephone)	District Counsel
Patrick Collins	Kilinski Van Wyk
Jerry Edwards	Kai Management (Kai)
Mateo Soto	Fieldstone

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 5:13 p.m.

Supervisors Chamoff, Alexander, Conwill and Gonzalez were present. Supervisor Smith was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Updates

- **Slide Valve Repair**

Mr. Edwards stated that this item will be repaired for free by H2 Pools.

- **Fan Down at Amenity Center**

Mr. Edwards stated that the fan and the lights that are out in the amenity center are pending. Cos Maintenance will make the repairs.

- **Camera Footage at Amenity Center**

Mr. Edwards was unaware of this item and asked what it is about.

Mr. Conwill recalled that he previously asked Staff to review the camera footage from a party that occurred in the front section wherein tables were broken and there were cigarette burns on several of them. Mr. Edwards will find out the date of the event, check the camera footage and report his findings.

- **Fire Extinguisher**

Mr. Edwards stated that this item is up to date.

Discussion ensued regarding the fire extinguisher inspection schedule, whether payments to the vendor are up-to-date and how often the Health Department inspects.

Ms. Sanchez will check with Accounting regarding vendor compensation and report her findings.

Ms. Sanchez stated all open items will remain on the agenda until repaired.

FOURTH ORDER OF BUSINESS

Consideration of Proposals, Estimates & Quotes

Mr. Soto stated the following proposals are to replace all the trees that were downed by the 2024 hurricanes. He previously provided a report outlining tree locations and explained the scope of work.

Discussion ensued regarding the proposals, whether tree trimming is part of the current service agreement, if there are warranties on the trees, project timeframe, project costs, a funding source and submitting an updated tree plan to the County to avoid annual tree replacement costs.

District Counsel will add the CDD's terms of agreement to the Fieldstone proposal.

A. Fieldstone Proposal #22027 [Replacement of 16 Oak Trees]

On MOTION by Mr. Chamoff and seconded by Mr. Conwill, with all in favor, Fieldstone Proposal #22027 for tree replacement, in the amount of \$27,974.61, was approved.

B. Fieldstone Tree Care Proposal #1076797 [Palm Trimming, Sidewalk Clearance Issues, Pruning]

Proposal amount: \$23,730

Asked if the proposal can be revised to include only critical items, Mr. Soto replied affirmatively. Ms. Sanchez will include the updated proposal on the next agenda.

C. Florida Brothers Maintenance and Repair, LLC Estimate No. 1467 [Fence Repair]

This item was deferred and will remain on the agenda.

Mr. Soto responded to questions regarding mulching, the project timing and if the team performing the work will be different from the regular landscapers.

Discussion: Fieldstone Weekly Maintenance Report

This item, previously the Sixth Order of Business, was presented out of order.

Ms. Sanchez presented the Weekly Maintenance Report for September 15, 2025.

Discussion ensued regarding bushhog mowing of certain areas and identifying CDD-owned areas that are not being mowed.

A Board Member noted that both Mateo and Cesar Soto are very responsive.

FIFTH ORDER OF BUSINESS

Presentation of Superior Water Services, Inc. Waterway Management Report

Ms. Sanchez presented the Superior Water Services, Inc. Waterway Management Report for October 9, 2025.

Discussion ensued regarding the large retention ponds with excess vegetation and a pond near the walking trail that is dried out.

In response to a question regarding how to follow up on the vegetation, Ms. Sanchez stated she will email the vendor and copy Mr. Edwards.

SIXTH ORDER OF BUSINESS

Discussion: Fieldstone Weekly Maintenance Report

This item was presented following the Fourth Order of Business.

SEVENTH ORDER OF BUSINESS**Ratification Items**

Ms. Sanchez presented the following:

- A. H2 Pool Services, Corp. d/b/a H2 Lagoon Solutions Addendum to Agreement for Pump Replacement**

Mr. Edwards stated the slide valve repair has been completed.

- B. Florida Brothers Maintenance and Repair, LLC Estimate No. 1482 [Pet Waste Station Trash Service]**

On MOTION by Mr. Conwill and seconded by Mr. Alexander, with all in favor, Ratification Items 7A and 7B, as listed, were ratified.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2026-01, Amending the Fiscal Year 2025 General Budget; and Providing for an Effective Date**

Ms. Sanchez presented Resolution 2026-01. She explained that the Fiscal Year 2025 budget needs to be amended as a few line items exceeded budget. The overages were primarily in the “Professional & administrative” Legal and Engineering expenses, and “Field operations” “Stormwater repair & maintenance” expenses, primarily attributable to the pond work performed.

On MOTION by Mr. Chamoff and seconded by Mr. Alexander, with all in favor, Resolution 2026-01, Amending the Fiscal Year 2025 General Budget; and Providing for an Effective Date, was adopted.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of August 31, 2025**

Ms. Sanchez pointed out that there is \$2,773 under “Capital Projects Fund Series 2018A-1, which can be used for pond work invoices in the \$2,000 range.

The Board consensus was for Ms. Sanchez to ask Accounting if leftover capital project funds can be utilized for other items, such as additional lighting, mailbox coverings or an entry monument.

On MOTION by Mr. Conwill and seconded by Mr. Chamoff, with all in favor, the Unaudited Financial Statements as of August 31, 2025, were accepted.

TENTH ORDER OF BUSINESS**Approval of Minutes**

A. September 15, 2025 CDD 101 Workshop

B. September 15, 2025 Regular Meeting

On MOTION by Mr. Gonzalez and seconded by Mr. Alexander, with all in favor, the September 15, 2025 CDD 101 Workshop Minutes and the September 15, 2025 Regular Meeting Minutes, both as presented, were approved.

ELEVENTH ORDER OF BUSINESS**Board Member Comments**

Mr. Alexander reported that, at a recent HOA meeting, the HOA Board approved a not-to-exceed amount of \$10,000 to help with monitoring the pool during spring break and summer vacations. He is waiting on a copy of the contract and, once received, he will forward it to the District Manager and District Counsel for their review and feedback.

Discussion ensued regarding the monitoring contract, the HOA securing a proposal and companies that provide pool monitoring services, such as Florida Brothers and Kai Management.

Mr. Edwards will secure a pool monitoring proposal and forward it to Mr. Alexander.

Mr. Chamoff stated he wants to understand how the CDD is factoring in long-term sustained planning during meetings. He suggested possibly adding an additional meeting to the meeting schedule and stated that he does not want the Board to spend monthly meeting time balancing from budget to budget. He stated after securing the Reserve Study, the Board has not discussed incorporating it into planning for future projects, future financial budgets, etc. He noted projects that need to be addressed, such as the Silverado sign, and questioned how best to factor their maintenance or replacements into the CDD's budgets sooner rather than waiting until those items fail and then starting the process. He voiced concern that, due to budget constraints and project timeframes, the CDD will eventually have to increase

assessments annually, which he thinks could lead to lower property values and a lack of potential homebuyers.

Ms. Sanchez suggested budgeting assigned line items as five-year or 10-year projects.

Discussion ensued regarding the Reserve Study, adding an additional meeting to the meeting schedule, pool resurfacing, new pool furniture, refurbishing the lounge chairs, the sprinklers, irrigation maintenance, why the \$23,730 tree trimming proposal is so costly, establishing/communicating a new tree trimming approach with Fieldstone, and soliciting proposals from other landscapers to compare prices.

Ms. Sanchez will include the Reserve Study as a discussion item on the next agenda.

Mr. Edwards will obtain and present pool furniture proposals at the next meeting.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski | Van Wyk

Mr. Collins stated the next Ethics Training Zoom Workshop will be on November 3, 2025 at 5:30 p.m.

B. District Engineer: Stantec

There was no report.

C. Operations Manager: Kai

- **Safety Culture Report**

The Safety Culture Report was included for informational purposes.

Mr. Edwards stated he is obtaining proposals for a sewage inspection of the gutter systems and a toilet recently broke in the men's restroom. H2 Pools resolved the issue.

Discussion ensued regarding roof damage repairs, the Cobble Bliss fence, pond overgrowth, pressure washing, pool furniture and upgrading the restrooms.

Mr. Edwards will obtain flooring and painting proposals for the restrooms as well as pool furniture proposals and present them at the next meeting.

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

- **UPCOMING WORKSHOP/MEETING**

➤ **November 3, 2025 at 5:30 PM [Ethics Training Zoom Workshop]**

199 ➤ November 17, 2025 at 5:00 PM [Adoption of Amended and Restated
200 Rules of Procedure]

201 ○ QUORUM CHECK

202

203 THIRTEENTH ORDER OF BUSINESS

Public Comments

204

205 No members of the public spoke.

206

207 FOURTEENTH ORDER OF BUSINESS

Adjournment

208

209 On MOTION by Mr. Conwill and seconded by Mr. Alexander, with all in favor,
210 the meeting adjourned at 6:52 p.m.

211

212

213

214

215

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

216
217
218
219
220

Secretary/Assistant Secretary

Chair/Vice Chair

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

The Silverado Community Development District Board of Supervisors held a Workshop on November 3, 2025 at 5:30 p.m., via Zoom, <https://us06web.zoom.us/j/89891042428?>, Meeting ID: 898 9104 2428, Password: 530596.

Present via Zoom:

Lee Chamoff	Chair
Thomas Smith	Vice Chair
Francisco Alexander	Assistant Secretary
Larry Conwill	Assistant Secretary
Luis Gonzalez	Assistant Secretary

Also present via Zoom:

Patrick Collins	District Counsel
-----------------	------------------

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

The workshop was called to order. All Supervisors were present, via Zoom.

SECOND ORDER OF BUSINESS

Ethics Law and Training Requirements

Mr. Collins gave the Ethics Training for CDD Supervisors – 2025 PowerPoint presentation detailing the ethics laws and ethics training annual requirement.

THIRD ORDER OF BUSINESS

Public Comments: non-agenda items

No members of the public spoke.

FOURTH ORDER OF BUSINESS

Supervisors' Requests

There were no Supervisors' requests.

FIFTH ORDER OF BUSINESS

Adjournment

The workshop adjourned.

39
40
41
42
43

Secretary/Assistant Secretary

Chair/Vice Chair

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
C



Silverado CDD

Jerry Edwards

Complete

Score	90 / 91 (98.9%)	Flagged items	0	Actions	0
-------	-----------------	---------------	---	---------	---

10 Nov 2025 11:40 EST

Prepared by

Jerry Edwards

Ponds

45 / 45 (100%)

Ponds 1

3 / 3 (100%)

Ponds

Good



Pond Location

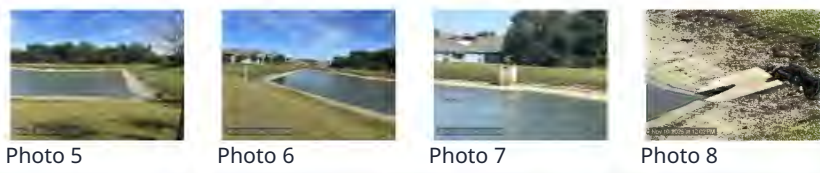
6270 Silverado Ranch Blvd
Zephyrhills FL 33541

Ponds 2

3 / 3 (100%)

Ponds

Good



Pond Location

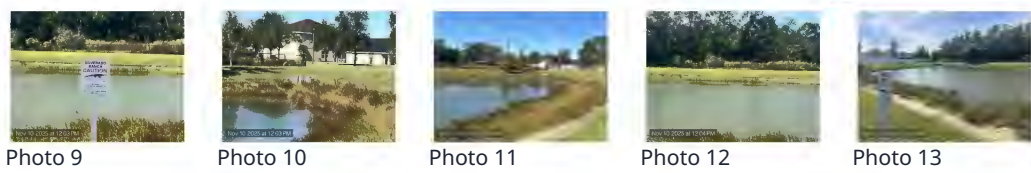
6316 Cobble Bliss St
Zephyrhills FL 33541
United States

Ponds 3

3 / 3 (100%)

Ponds

Good



Pond Location

36018 Shady Bluff Loop
Zephyrhills FL 33541

Ponds 4

3 / 3 (100%)

Ponds

Good



Photo 14



Photo 15



Photo 16



Photo 17

Pond Location

6375 Back 40 Loop
Zephyrhills FL 33541

Ponds 5

3 / 3 (100%)

Ponds

Good



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22

Pond Location

6699 Cobble Bliss St
Zephyrhills FL 33541

Ponds 6

3 / 3 (100%)

Ponds

Good



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28

Pond Location

6686 Cobble Bliss St
Zephyrhills FL 33541

Ponds 7

3 / 3 (100%)

Ponds

Good



Photo 29



Photo 30



Photo 31



Photo 32



Photo 33

Pond Location

Dog Park pond

Ponds 8

3 / 3 (100%)

Ponds

Good



Photo 34



Photo 35



Photo 36



Photo 37

Pond Location

36213 Shady Bluff Loop
Zephyrhills FL 33541

Ponds 9

3 / 3 (100%)

Ponds

Good



Photo 38



Photo 39



Photo 40



Photo 41



Photo 42



Photo 43



Photo 44

Pond Location

6503 Paden Wheel St
Zephyrhills FL 33541

Ponds 10

3 / 3 (100%)

Ponds

Good



Photo 45



Photo 46



Photo 47



Photo 48



Photo 49



Photo 50



Photo 51



Photo 52

Pond Location

6701-6799 Silverado Ranch Blvd
Zephyrhills FL 33541

Ponds 11

3 / 3 (100%)

Ponds

Good



Photo 53



Photo 54



Photo 55



Photo 56



Photo 57



Photo 58

Pond Location

6756 Wagon Trail St
Zephyrhills FL 33541

Ponds 12

3 / 3 (100%)

Ponds

Good



Photo 59



Photo 60



Photo 61

Pond Location

7142 Silverado Ranch Blvd
Zephyrhills FL 33541

Ponds 13

3 / 3 (100%)

Ponds

Good



Photo 62



Photo 63



Photo 64



Photo 65



Photo 66



Photo 67

Pond Location

35679 Rider Way Ct
Zephyrhills FL 33541

Ponds 14

3 / 3 (100%)

Ponds

Good



Photo 68



Photo 69



Photo 70

Pond Location

Entrance side pond

Ponds 15

3 / 3 (100%)

Ponds

Good



Photo 71



Photo 72



Photo 73



Photo 74



Photo 75



Photo 76



Photo 77



Photo 78

Pond Location

Exit side pond

Landscaping

12 / 12 (100%)

Landscaping 1

3 / 3 (100%)

Landscaping

Good



Photo 79



Photo 80



Photo 81



Photo 82



Photo 83



Photo 84



Photo 85



Photo 86

Landscaping Location

6270 Silverado Ranch Blvd
Zephyrhills FL 33541

Landscaping 2

3 / 3 (100%)

Landscaping

Good



Photo 87



Photo 88



Photo 89



Photo 90

Landscaping Location

6362 Silverado Ranch Blvd
Zephyrhills FL 33541

Landscaping 3

3 / 3 (100%)

Landscaping

Good



Photo 91



Photo 92



Photo 93

Landscaping Location

6551 Paden Wheel St
Zephyrhills FL 33541

Landscaping 4

3 / 3 (100%)

Landscaping

Good



Photo 94



Photo 95



Photo 96



Photo 97



Photo 98



Photo 99



Photo 100

Landscaping Location

Silverado Ranch Blvd
Zephyrhills FL 33541

Mailbox

Fair



Photo 101



Photo 102



Photo 103

Mailbox Location

6270 Silverado Ranch Blvd
Zephyrhills FL 33541
United States
(28.248587679901558,
-82.21837714801576)

Streetlights

Working



Photo 104



Photo 105

Streetlights Location

6270 Silverado Ranch Blvd
Zephyrhills FL 33541
United States
(28.24841128882075,
-82.21817540278789)

Monuments

Good



Photo 106



Photo 107



Photo 108

Gates

Good



Photo 109



Photo 110

Sidewalks

Good



Photo 111



Photo 112

Sidewalks Location

36018 Shady Bluff Loop
Zephyrhills FL 33541
United States
(28.24815231953005,
-82.21832307426143)

Common Area Fence

Good



Photo 113



Photo 114



Photo 115



Photo 116



Photo 117

Roads

Good



Photo 118



Photo 119



Photo 120



Photo 121

Roads Location

6270 Silverado Ranch Blvd
Zephyrhills FL 33541
United States
(28.248115193786074,
-82.21814302143085)

Amenities

15 / 15 (100%)

Amenities 1

15 / 15 (100%)

Clubhouse

Good



Photo 122



Photo 123



Photo 124



Photo 125



Photo 126



Photo 127

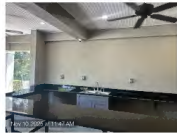


Photo 128



Photo 129



Photo 130



Photo 131



Photo 132



Photo 133



Photo 134



Photo 135



Photo 136



Photo 137



Photo 138



Photo 139



Photo 140



Photo 141

Clubhouse Restrooms

Good



Photo 142



Photo 143



Photo 144



Photo 145



Photo 146



Photo 147



Photo 148



Photo 149



Photo 150



Photo 151



Photo 152



Photo 153



Photo 154

Pool

Good



Photo 155



Photo 156



Photo 157



Photo 158



Photo 159



Photo 160



Photo 161



Photo 162



Photo 163



Photo 164



Photo 165



Photo 166

Tot Lot

Good



Photo 167



Photo 168



Photo 169



Photo 170



Photo 171



Photo 172



Photo 173



Photo 174



Photo 175



Photo 176

Dog Park

Good



Photo 177



Photo 178



Photo 179



Photo 180



Photo 181

WiFi Speed at Clubhouse

Good

Sign Off

Jerry Edwards
10 Nov 2025 13:08 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

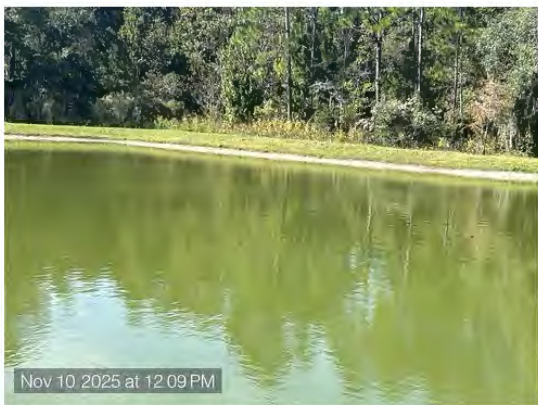


Photo 21



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

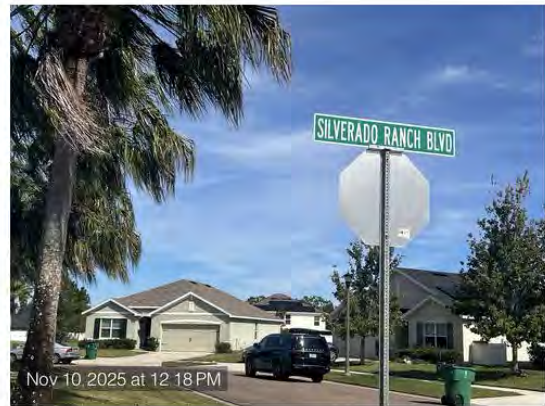


Photo 90



Photo 91



Photo 92



Photo 93



Photo 94



Photo 95



Photo 96



Photo 97



Photo 98



Photo 99



Photo 100



Photo 101



Photo 102



Photo 103

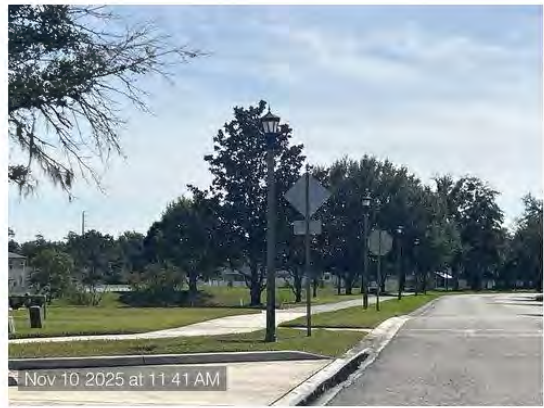


Photo 104



Photo 105



Photo 106



Photo 107



Photo 108

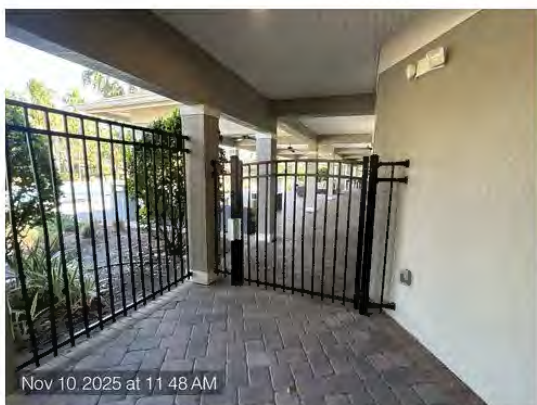


Photo 109

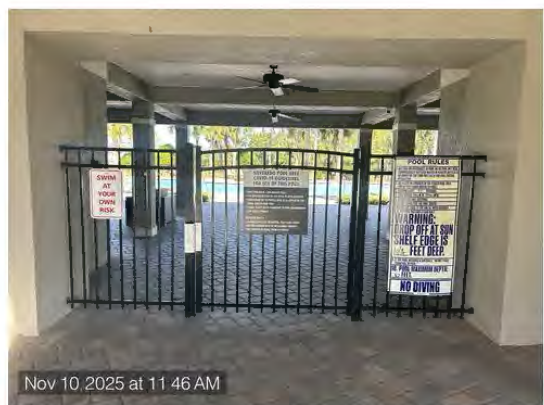


Photo 110



Photo 111



Photo 112



Photo 113



Photo 114



Photo 115



Photo 116



Photo 117



Photo 118

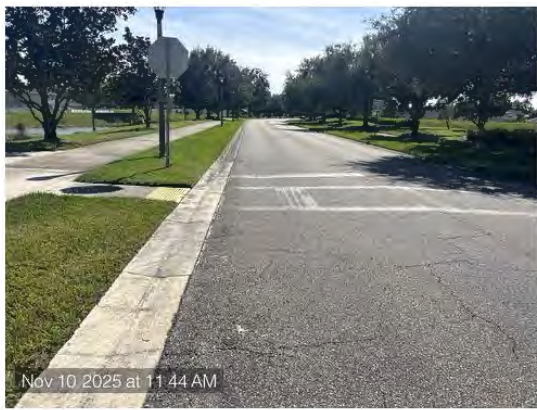


Photo 119



Photo 120



Photo 121



Photo 122



Photo 123



Photo 124



Photo 125

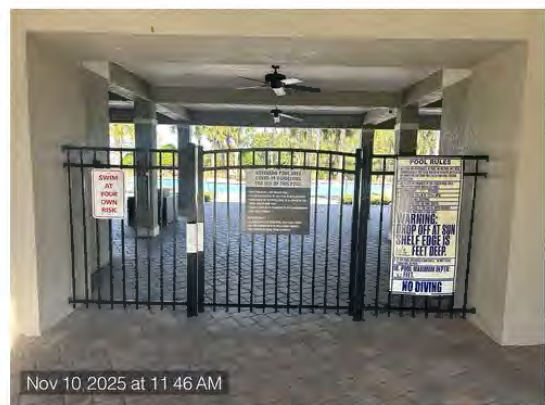


Photo 126



Photo 127

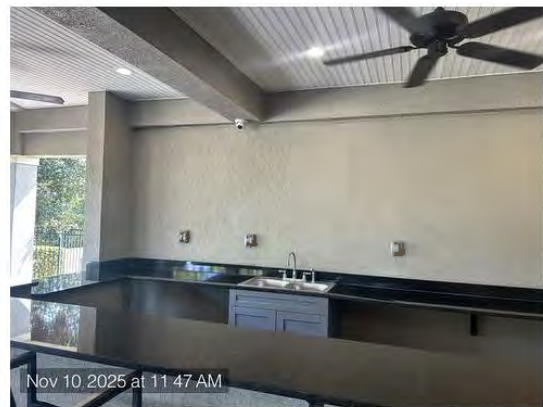


Photo 128



Photo 129

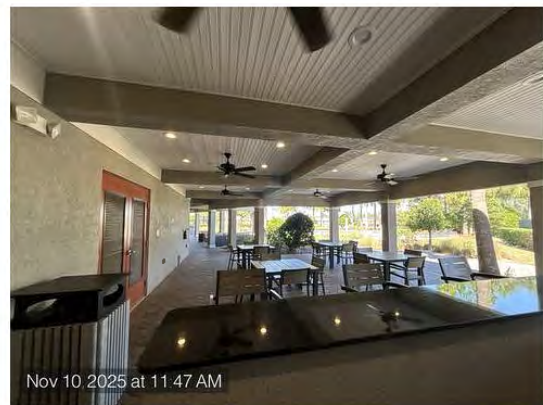


Photo 130

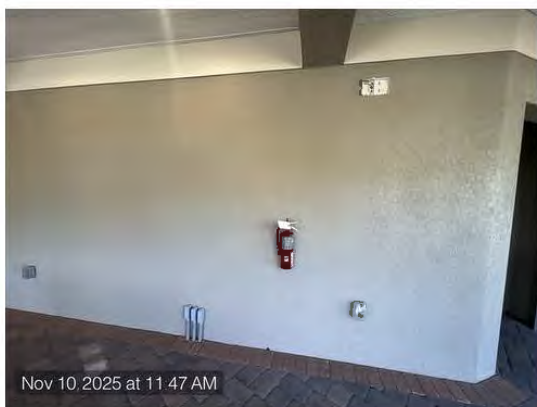


Photo 131

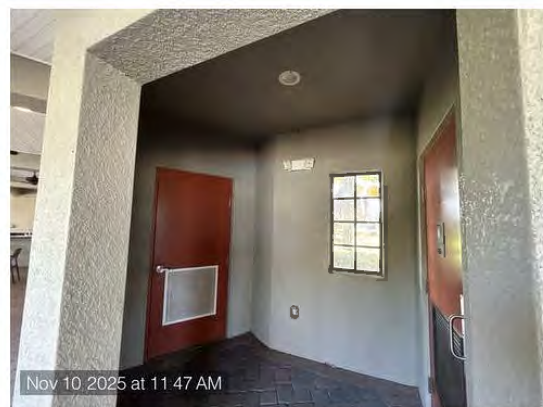


Photo 132



Photo 133



Photo 134



Photo 135



Photo 136



Photo 137

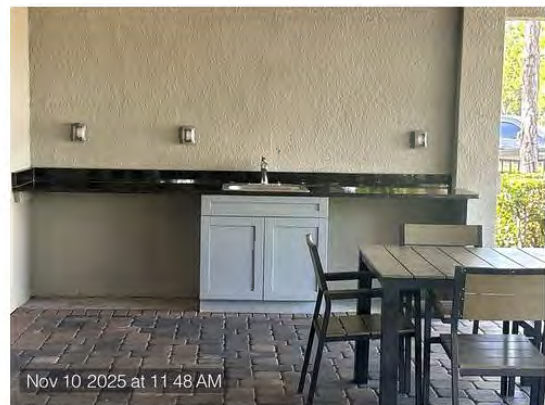


Photo 138



Photo 139

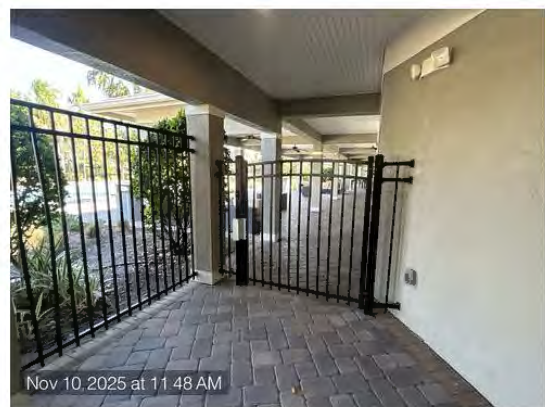


Photo 140

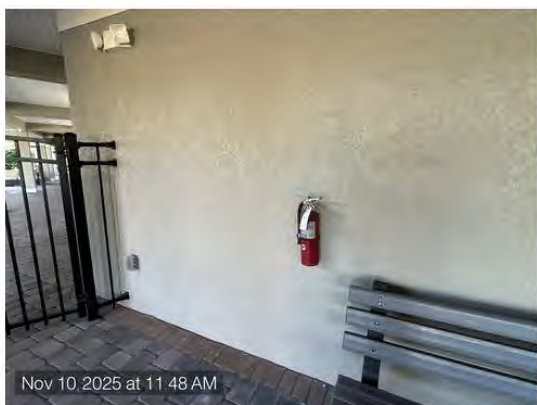


Photo 141

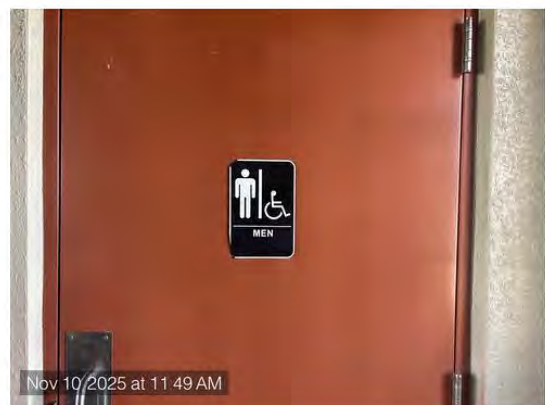


Photo 142

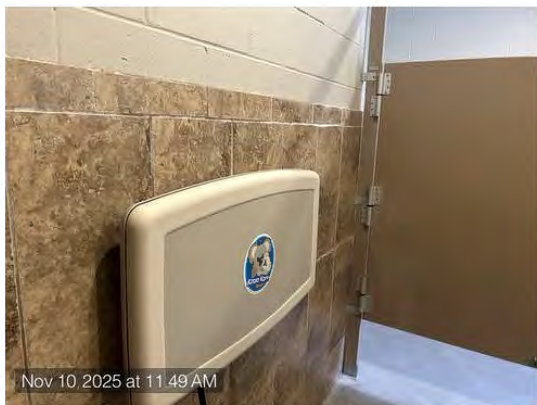


Photo 143

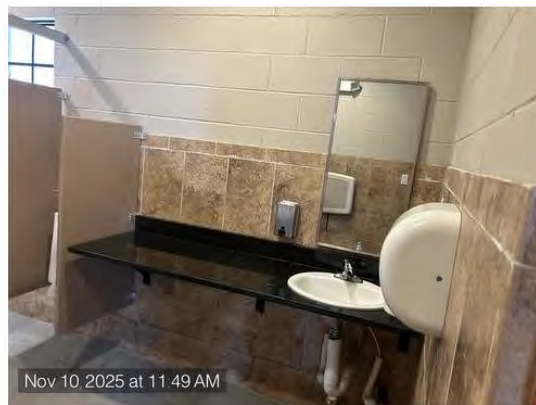


Photo 144

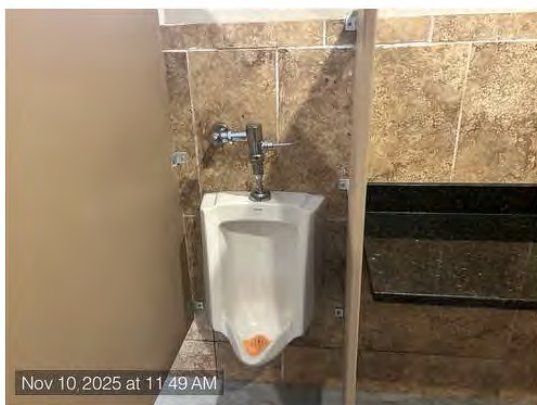


Photo 145



Photo 146

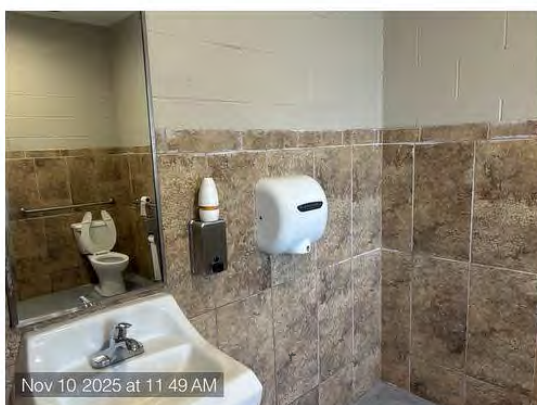


Photo 147



Photo 148

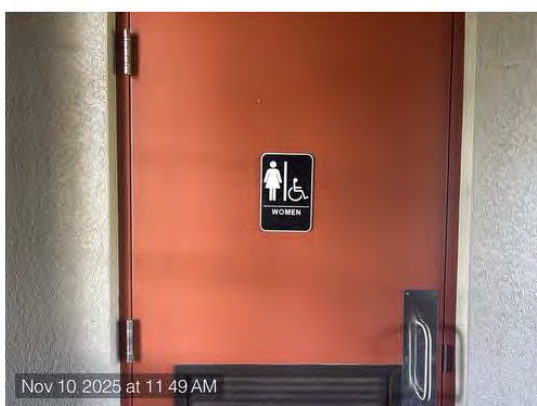


Photo 149

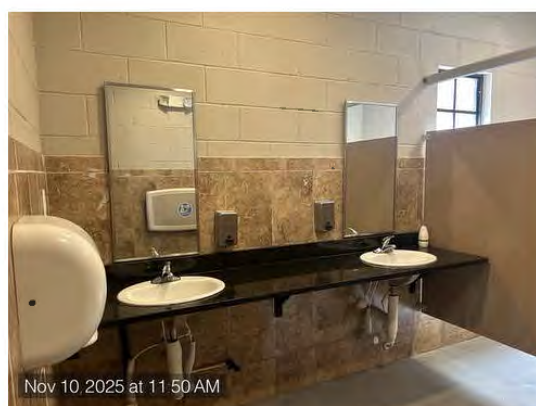


Photo 150

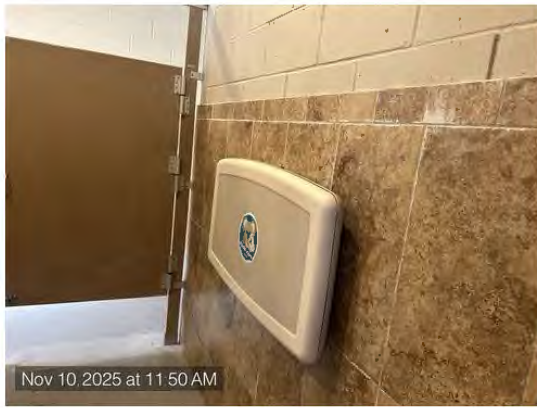


Photo 151

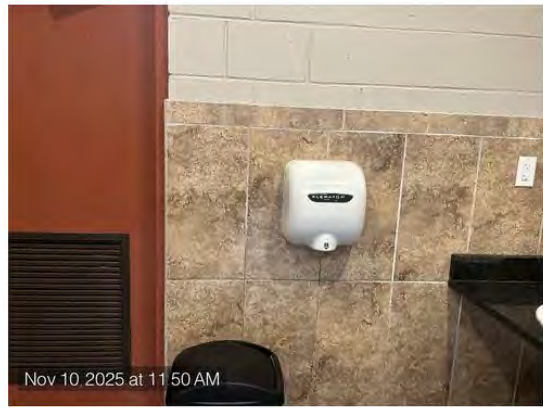


Photo 152

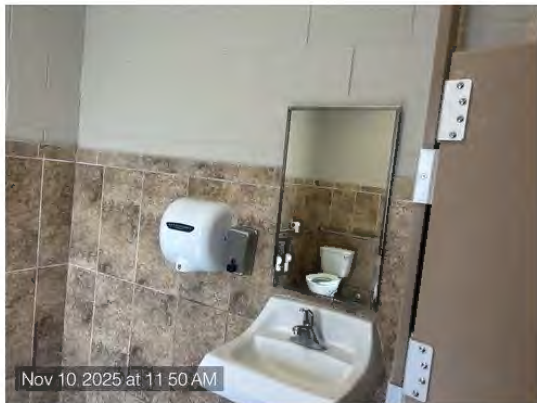


Photo 153



Photo 154

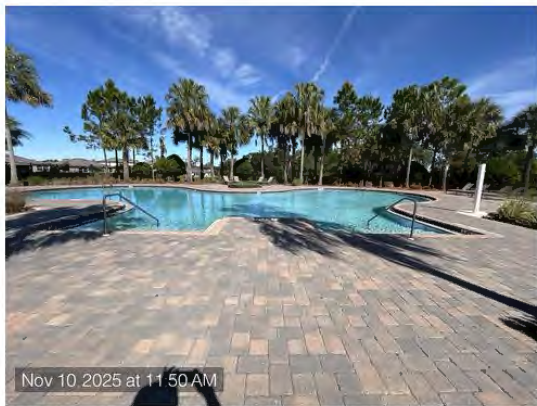


Photo 155



Photo 156



Photo 157



Photo 158

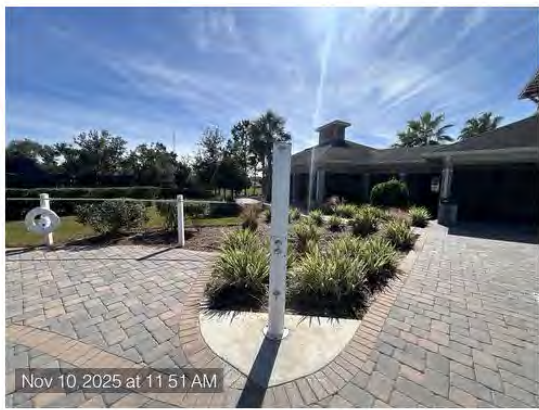


Photo 159



Photo 160



Photo 161



Photo 162



Photo 163



Photo 164



Photo 165

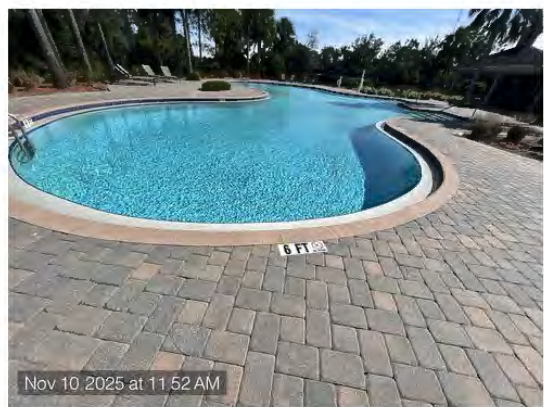


Photo 166



Photo 167



Photo 168



Photo 169



Photo 170



Photo 171



Photo 172



Photo 173



Photo 174



Photo 175



Photo 176



Photo 177



Photo 178



Photo 179



Photo 180



Photo 181

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
D

SILVERADO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2025	Regular Meeting	5:00 PM
November 3, 2025	Zoom Workshop Ethics Law and Training Requirements https://us06web.zoom.us/j/89891042428? Meeting ID: 898 9104 2428 Passcode: 530596	5:30 PM
November 17, 2025	Public Hearing and Regular Meeting <i>Adoption of Amended and Restated Rules of Procedure</i>	5:00 PM
December 15, 2025	Regular Meeting	5:00 PM
February 16, 2026	Regular Meeting	5:00 PM
March 16, 2026	Regular Meeting	5:00 PM
April 20, 2026	Regular Meeting	5:00 PM
May 18, 2026	Regular Meeting	5:00 PM
June 15, 2026	Regular Meeting	5:00 PM
July 20, 2026	Regular Meeting	5:00 PM
August 17, 2026	Regular Meeting	5:00 PM
September 21, 2026	Regular Meeting	5:00 PM