

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

January 26, 2023

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

January 19, 2023

Board of Supervisors
Silverado Community Development District

Dear Board Members:

The Board of Supervisors of the Silverado Community Development District will hold a Regular Meeting on January 26, 2023 at 6:00 p.m., at the Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542. The agenda is as follows:

1. Call to Order/Roll Call
2. Zephyrhills Police Presentation
3. Update: CDD Resident Feedback to District Management
 - Mailbox Coverings
 - Changing pool water
 - Police Jurisdiction
 - Lights at Silverado Ranch Blvd.
 - Electric Availability in entryway
 - Camera Access
 - Mulch
 - Leaning tree at dog park
4. Public Comments
5. Discussion/Consideration: Pool Area Action Items
 - A. Proposal for Onsite Access Employee [40 hours at pool]
 - B. Modifications to Rental Policy
 - C. Proposals for Wi-Fi
 - D. Proposals for Hotel Grade Pool Furniture
6. Consideration of Proposals for Repair and Replacement of Granite Countertops

ATTENDEES:

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

NOTE: Meeting Location

7. Consideration of Tampa S.W.A.P., Invoices to Install Wildlife and No Trespassing Signs
8. Discussion/Consideration of Checklist for Community Events on CDD Property
9. Update: RFP for Landscape and Irrigation Maintenance Services (Proposals due February 6, 2023)
10. Acceptance of Unaudited Financial Statements
 - A. As of October 31, 2022
 - B. As of December 31, 2022
11. Discussion: Future Reserve Needs
12. Approval of Minutes
 - A. August 26, 2022 Public Hearings and Regular Meeting
 - B. November 29, 2022 Landowners' Meeting
 - C. November 29, 2022 Regular Meeting
13. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *Stantec*
 - C. Operations Manager: *Access Management*
 - I. Consideration of Master Waste and Disposal Services Agreement
 - D. District Manager: *Wrathell, Hunt & Associates, LLC*
 - I. Discussion: Joint Meeting with HOA
 - II. Discussion: Workshop Options
 - III. Discussion/Consideration: Opening Conference Line for Members of the Public
 - IV. NEXT MEETING DATE: February 23, 2023 at 6:00 P.M.

○ QUORUM CHECK

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

14. Board Members' Comments/Requests

- Discussion: Board Member Suggested CDD Projects "aka" Wish List

15. Public Comments

16. Adjournment

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

Sincerely,

Cindy Cerbone
Cindy Cerbone

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

5

POOL MONITOR -P/T

Job Description

Part time Pool Attendant needed at large community pool. Weekend hours are required.

Responsibilities:

Check for proper resident access cards to ensure they are authorized to use the facility.

Ensure that pool rules are followed to allow everyone to enjoy the pool.

General upkeep of the pool area, including cleaning pool furniture and picking up litter.

This is not a lifeguard position.

Job Type: Part-time

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

5A

Silverado CDD Staffing Proposal

Amenity Manager	\$ 80,200
Pool Monitor	\$ 9,936
Total	\$ 90,136

Employee Cost - Amenity Manager

Employee Annual Salary	\$ 55,000
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Amenity Manager Schedule	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time		8:30-5:00	8:30-5:00	8:30-5:00	8:30-5:00	8:30-5:00		
Hours		8	8	8	8	8		40
1/2 Hour netted out for Lunch								

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Payroll Amount	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 55,000
Burden (30%)	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 1,375	\$ 16,500
Employee Benefits	\$ 725	\$ 725	\$ 725	\$ 725	\$ 725	\$ 725	\$ 725	\$ 725	\$ 725	\$ 725	\$ 725	\$ 725	\$ 8,700
Total Payroll	\$ 6,683	\$ 6,683	\$ 6,683	\$ 6,683	\$ 6,683	\$ 6,683	\$ 6,683	\$ 6,683	\$ 6,683	\$ 6,683	\$ 6,683	\$ 6,683	\$ 80,200

Employee Cost - Pool Monitor \$ 20 /Hour

Pool Monitor Schedule	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time	3:00-11:00				3:00-11:00	3:00-11:00	3:00-11:00	
Hours	8				8	8	8	32
1/2 Hour netted out for Lunch								

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Work Days Each Month	16	16	18	17	16	18	18	17	18	17	17	19	207
Monthly Hours	128	128	144	136	128	144	144	136	144	136	136	152	1,656
Payroll Amount	\$ 2,560	\$ 2,560	\$ 2,880	\$ 2,720	\$ 2,560	\$ 2,880	\$ 2,880	\$ 2,720	\$ 2,880	\$ 2,720	\$ 2,720	\$ 3,040	\$ 33,120
Burden (30%)	\$ 768	\$ 768	\$ 864	\$ 816	\$ 768	\$ 864	\$ 864	\$ 816	\$ 864	\$ 816	\$ 816	\$ 912	\$ 9,936
Total Payroll	\$ 3,328	\$ 3,328	\$ 3,744	\$ 3,536	\$ 3,328	\$ 3,744	\$ 3,744	\$ 3,536	\$ 3,744	\$ 3,536	\$ 3,536	\$ 3,952	\$ 9,936

Total Cost - Both Employees	\$ 10,011	\$ 10,011	\$ 10,427	\$ 10,219	\$ 10,011	\$ 10,427	\$ 10,427	\$ 10,219	\$ 10,427	\$ 10,219	\$ 10,219	\$ 10,635	\$ 90,136
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SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

5B



Silverado
Community Development District
Recreational Facilities Rules
& Policies

April 7, 2021

Definitions

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

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

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

“District” shall mean the Silverado Community Development District.

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

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

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

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

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

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

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

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

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

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

Use of Recreational Facilities at Your Own Risk

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

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

Access Pin Codes

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

General Policies

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

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

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

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

Pets and Service Animals Policies

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

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

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

Pool and Splash Area Policies

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

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

Playground Area Policies

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

Designation of Tenant to Use Resident's Membership Privileges

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

Non-Resident Annual User Fee

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

Facility Rental Policies

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Additional Policies:

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

Silverado Community Development District
Disciplinary & Enforcement Rule

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A
Consent and Waiver Agreement

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

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

Participant Name: _____

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

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

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

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact & Phone Number: _____

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

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

ATTACHMENT B
Rental Application

RENTAL APPLICATION
- Silverado Community Development District -

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

Participant Name: _____

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

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

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

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact & Phone Number: _____

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

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

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

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

RESIDENT – BAR & SEATING AREA RENTAL

Today's Date: ____/____/____

Event Date: ____/____/____

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

TYPE OF EVENT: _____

MAXIMUM NUMBER OF PEOPLE ATTENDING: _____

RESIDENT NAME: _____

RESIDENT ADDRESS: _____

RESIDENT PHONE NUMBER: _____ RESIDENT EMAIL: _____

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

CHECKS / MONEY ORDERS MUST BE WRITTEN TO: SILVERADO CDD

DEPOSIT: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

RENTAL: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

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

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

FOR OFFICE USE ONLY:

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

IF YES, DESCRIBE ISSUES:

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

REQUEST BY: _____

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

5C



DCSI, Inc. "Security & Sound"
 P.O. Box 265
 Lutz, FL 33548
 (813)949-6500
 info@dcsisecurity.com
 http://DCSIsecurity.com

Estimate

ADDRESS
Silverado CDD 2300 Glades Road, Suite 410W Boca Raton, FL 33431

SHIP TO
Silverado CDD 6010 Silverado Ranch Blvd. Zephyrhills, Florida 33541

ESTIMATE #	DATE	EXPIRATION DATE
12120	01/20/2023	03/31/2023

SALES REP
DC

ACCT#/LOT/BLK
Pool/Playground WIFI

DATE	ACTIVITY	QTY	RATE	AMOUNT
	This estimate is to install two outdoor access points for resident wifi access around the pool area and around the playground area. Included: Access Point (2) ENH1350EXT- Wireless Access Point Operates on 11ac Dual-Radio Speeds IP67-Rated Weatherproof & Dustproof Dual-Radio MU-MIMO 5 dbi 360 SMA-Type Antenna Max. Data Rates: Upto 867 Mbps 1 x 10/100/1000 Gigabit Ethernet Port Power-over-Ethernet: 48V PoE Wire, Installation and setup Included	1	689.00	689.00

Thank you for your time and this opportunity to do business with you!
 *ALL SYSTEMS COME WITH 90 DAYS WARRANTY ON LABOR AND ONE YEAR WARRANTY ON PARTS, UNLESS OTHERWISE NOTED.

TOTAL **\$689.00**

Accepted By

Accepted Date

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

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ESTIMATE

Countertops

Tampa S.W.A.P.
6205 Blossom Avenue
Tampa, Florida 33614
United States

8135731370

BILL TO
Silverado CDD c/o Access
Management 5322 Primrose Lake Cir,
Suite C Tampa, FL 33647

Estimate Number: 3

Estimate Date: January 19, 2023

Expires On: February 19, 2023

Grand Total (USD): \$3,900.00

Items	Quantity	Price	Amount
Countertop Install Pool area. Remove granite countertops/install new laminate countertops. Front entry pool countertop (12ft) Back pool bar. Long 14ft right angle Side 4ft left angle Side 6ft right angle Back 12ft left angle Back continued 4ft Total approx 52ft	1	\$3,900.00	\$3,900.00

Total: \$3,900.00

Grand Total (USD): \$3,900.00

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

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Checklist for Community Events on District Property:

Please note, the information below is intended to provide guidance regarding private or planned events on District property but may not be comprehensive and additional information or documentation may be required.

Rental Application: During regular hours, the clubhouse meeting room is available for private events, subject to availability and approval of request. The bar and seating area at the clubhouse may be rented for private events during non-regular hours, subject to availability and approval of the request. A requestor must submit the attached rental application no more than 4 months prior to the event and no later than 14 days prior to the event. Please take into consideration the Board's meeting schedule when submitting requests, as Board approval may be required.

All documentation required or requested needs to be reviewed by District Counsel before being placed on agenda for Boards approval.

Please note that the pool is not available for rental or planned events and shall not be used after dusk in any circumstances, including at an approved event held at the clubhouse after posted hours.

Currently, no other District property is available for rental or planned events. A request to utilize other District property may be considered on a case-by-case basis and would be subject to a License Agreement with the District and authorization by Board.

License and/or Rental Agreement: A requesting entity will be provided a License and/or Rental Agreement, as applicable. The form of Agreement will be provided by District Counsel and must be approved by the District's Board of Supervisors in advance of the event.

Insurance Requirements: Proof of liability insurance acceptable to the District is required. Specific insurance requirements may vary; however, the District, its staff, and consultants are to be named on these policies as an additional insured party.

Commented [MO1]: We don't have a meeting room so would pavilion be a better verbiage?

Commented [MO2]: This is misleading. Regular hours are dusk to dawn currently, and further down in this document it states "Planned events shall not be used after dusk in any circumstances."

Commented [MO3]: Who will be reviewing these applications? Do we have to approve them during a CDD board meeting?

Commented [MO4]: I would say something like "Please note, while the pavilion is available for rental, the pool is always open to residents."

Alcohol: Per the District's Recreational Facilities Rules & Policies, Patrons, Tenants, and their Guests are not permitted to bring, serve, or consume alcoholic beverages at the Recreational Facilities without the express written permission of the District, as authorized by the Board. If the Board approves a rental or planned event where alcohol is to be served, the event host will be required to hire a licensed and insured vendor of alcoholic beverages and must provide proof of this to the District staff prior to the event. Additional liability coverage will be required for all events that are approved to serve alcoholic beverages.

Parking: Per the District's Recreational Facilities Rules & Policies, vehicles must be parked in designated parking areas only. Vehicles must not be parked on grass lawns, in any way that blocks the flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. If overflow parking is requested for a large event, the District must expressly permit such variance.

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

9

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

2022

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
SILVERADO COMMUNITY DEVELOPMENT DISTRICT
Pasco County, Florida**

Notice is hereby given that the Silverado Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to gillyardd@whhassociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than **February 6, 2023 at 2:00 p.m. (EST)** at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS (Silverado Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by sending an email to gillyardd@whhassociates.com, (561)571-0010.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Meredith Hammock at meredith@kelawgroup.com, Katie Ibarra at katie@kelawgroup.com Jamie Sanchez at sanchezj@whhassociates.com with a further copy to: Cindy Cerbone, cerbonec@whhassociates.com.

Silverado Community Development District
Cindy Cerbone, District Manager

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

Pasco County, Florida

Instructions to Proposers

1. DUE DATE. One (1) written sealed proposal (“**Proposals**”) with a PDF file on a flash-drive must be received by interested parties (“**Proposer**”) no later than **February 6, 2023 at 2:00 p.m. (EST)** at the offices of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
December 18, 2022	RFP Notice is issued.
December 19, 2022	RFP package available for download.
January 27, 2023 at 5:00 p.m. EST	Deadline for questions.
February 6, 2023 at 2:00 p.m. EST	Proposals submittal deadline.
February 6, 2023 at 2:15 p.m. EST	Bid opening.

3. PRE-PROPOSAL MEETING. [RESERVED.]

4. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. PROPOSAL GUARANTEE. Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of Twenty-Five Thousand Dollars (\$25,000) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of

the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available from the District Manager's office by sending an email to gillyardd@whhassociates.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Meredith Hammock at meredith@kelawgroup.com, Katie Ibarra at katie@kelawgroup.com and Jamie Sanchez at sanchezj@whhassociates.com with a further copy to cerbonec@whhassociates.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after **January 27, 2023 at 5:00 p.m. (EST)** will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name

and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Silverado Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.

- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be

construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual **(i.e., by no later than December 22, 2022 5:00 PM (EST))**, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard**. 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 after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one-year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). 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 that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**SILVERADO
COMMUNITY DEVELOPMENT
DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE AND
IRRIGATION SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (25 Points Possible) (____Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (20 Points Possible) (____Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for the combined pricing of unirrigated landscape areas (identified in red) and irrigated landscape areas (identified in dark green) for Parts 1 - 4 (the Contract

Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will Receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

END

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Silverado Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than May 12 at 5:00 PM (EST)**), the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2023.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per ____; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2021 = _____

2020 = _____

2019 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____ Project

Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

**PROPOSAL FORM
PART IV PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

For the purpose of providing pricing, Proposers shall use the Maintenance Map attached and pricing shall include the scope of services required for those areas identified in red (unirrigated landscape areas), dark green (irrigated landscape areas), pink (pond banks), and orange (upland areas). Proposers shall use the maintenance map attached to provide individual pricing for each area identified by color (ex. irrigated areas are identified in dark green; upland areas are identified in orange, etc.), as well as the sum of pricing for all areas. The District may, at its option, accept any or none of the pricing components.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

ANNUAL TOTAL – GENERAL LANDSCAPE MAINTENANCE (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PART 2

ANNUAL TOTAL – FERTILIZATION (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapejas, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

ANNUAL TOTAL – PEST CONTROL ALLOWANCE (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____/Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ _____/ Yr

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

ANNUAL TOTAL – IRRIGATION SYSTEM MONITORING AND MAINTENANCE (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Freeze Protection (description of ability) _____

\$ _____/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

_____ CY Grade “A” Medium Pine Straw per specs for the first top-dressing at
 \$ _____/CY (October Application)

And

_____ CY Grade “A” Medium Pine Straw per specs for the second top-dressing at
 \$ _____/CY (April Application)

ANNUAL TOTAL – INSTALLATION OF GRADE “A” MEDIUM PINE STRAW (ALL LABOR AND MATERIALS)				
Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3” after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

ANNUAL TOTAL – INSTALLATION OF ANNUALS (ALL LABOR AND MATERIALS)					
	Total (All Areas)	Unirrigated Landscape Areas (Red)	Irrigated Landscape Areas (Dark Green)	Pond Banks (Pink)	Upland Areas (Orange)
# of pots needed	_____ pots	_____ pots	_____ pots	_____ pots	_____ pots
Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Price per Rotation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Total (assume 4x per year)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Contractor shall install annuals four (4) times per year per specs at the direction of the District. **(Do not include in Grand Total)**

The District reserves the right to subcontract any annual installation to an outside vendor.

BASE BID GRAND TOTAL (SUM OF TOTALS FOR UNIRRIGATED (RED) AND IRRIGATED (GREEN) AREAS FOR PARTS 1, 2, 3 & 4 - This is what contract will be written for, unless additional areas are selected)

\$ _____/Yr

FIRST ANNUAL RENEWAL \$ _____/Yr*

SECOND ANNUAL RENEWAL \$ _____/Yr*

THIRD ANNUAL RENEWAL \$ _____/Yr*

***Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

- A. Mowers w/operator \$ _____ Hour
- B. Bush-Hog w/operator \$ _____ Hour
- C. Tractor w/operator \$ _____ Hour
- D. Supervisor with Transportation \$ _____ Hour
- E. Laborer with hand equipment \$ _____ Hour
- F. Truck w/driver \$ _____ Hour
- G. Irrigation Tech \$ _____ Hour
- H. Granular Pesticide Applicator
Person with Drop Spreader \$ _____ Hour
- I. Liquid Pesticide Applicator
Person with Spray Truck \$ _____ Hour
- J. Granular Fertilizer Applicator
Person with Drop Applicator \$ _____ Hour
- K. Liquid Fertilizer Applicator
Person with Spray Truck \$ _____ Hour
- L. Granular Weed Control Applicator
Person with Drop Applicator \$ _____ Hour
- M. Liquid Weed Control Applicator
Person with Spray Truck \$ _____ Hour
- N. Laborer for Additional Trash Pick-Up \$ _____ Hour
- O. Lump Sum Mowing (¹), entire community \$ _____ Per Mow

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

Hour _____ \$ _____ per
Hour _____ \$ _____ per
Hour _____ \$ _____ per

B. Debris removal equipment unit costs:

Hour _____ \$ _____ per
Hour _____ \$ _____ per
Hour _____ \$ _____ per

C. Other emergency/disaster related unit costs:

Hour _____ \$ _____ per
Hour _____ \$ _____ per
Hour _____ \$ _____ per

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, _____.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____, as _____ of _____

_____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Silverado Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 2023.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between:

Silverado Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

_____, a _____, whose address is _____ (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (“Work”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might

otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Cindy Cerbone, Daniel Rom and Mark Hills to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin TBD ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$_____) per year, in monthly amounts of _____ (\$_____). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's

proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than

- \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
- iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
 - c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
 - d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
 - e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
 - f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
 - g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
 - h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
 - i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims,

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills.

The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms (“Requisitions”) for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor’s possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report

of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the

Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Silverado Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-

business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

30. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Pasco County, Florida.

32. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell, Hunt & Associates, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**SILVERADO
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Maintenance Map**

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

Basic Scope of Work:

- The amenity, the entrance monument and all Common Areas shall be serviced weekly May 1st thru October 31st, twice monthly from November 1st to April 30th.
- Contractor shall perform the planning and execution of all regularly recurring tasks during the hours of 7 am to 5 pm Monday to Friday.
- If District service is assigned to a specific, reoccurring day of the week and that service falls on a holiday where service is not provided, Contractor shall perform shall schedule and complete that service on the next business day.
- Well groomed, professional employees will make every effort to complete the work as planned in a neat and professional manor. Delays due to Acts of God or Others shall be made up at the earliest possible time.

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

UPLAND AREAS (Orange) – Quarterly

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all

damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. The three (3) ponds and one (1) wetland area south of the CDD Boundary, as indicated by the blue line on the Landscape Map provided to this RFP, are included in the maintenance program. Please see the attached supplemental map identifying the three (3) ponds and one (1) wetland area south of the CDD Boundary for clarification. The supplemental map is intended to clarify, not replace, the Landscape Map provided to this RFP.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending

on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat raked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblane expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Pasco County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the

implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 111 zones, 2 3 controllers, 2 pump stations & 1 well). Main Irrigation controller is located at 6285 Silverado Ranch Blvd, near the dog park.

These inspections shall include:

A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed

4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Pasco County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Straw up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately **3,200** annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Grade "A" Medium Pine Straw. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

December through March

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf (Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline.

April through June

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias (of the Profusion or Zahara series)

July through November

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias (of the Profusion or Zahara series), Farinacea Salvia, and Torenia

November and December

Red and white petunias

** Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums

The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

EXHIBIT "B"

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

EXHIBIT "C"

OTHER FORMS

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

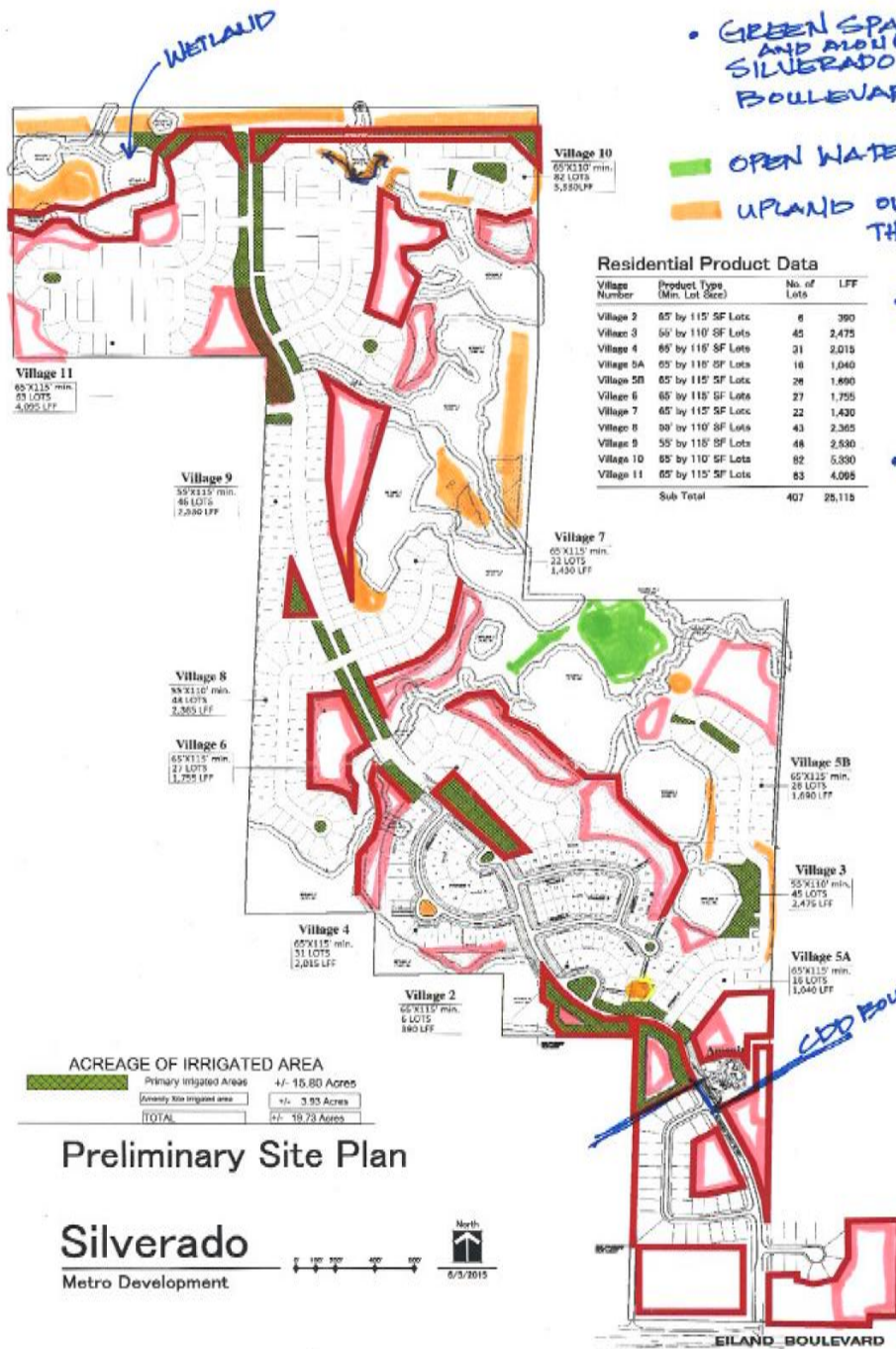
IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

EXHIBIT "D"

MAINTENANCE MAPS



- STORMWATER POND
 • GREEN SPACE WITHIN AND ALONG SILVERADO RANCH BOULEVARD R/W
 - OPEN WATER BODY
 - UPLAND OWNED BY THE DISTRICT

Residential Product Data

Village Number	Product Type (Min. Lot Size)	No. of Lots	LF
Village 2	65' by 115' SF Lots	6	390
Village 3	50' by 110' SF Lots	45	2,475
Village 4	65' by 115' SF Lots	31	2,015
Village 5A	65' by 115' SF Lots	16	1,040
Village 5B	65' by 115' SF Lots	26	1,690
Village 6	65' by 115' SF Lots	27	1,755
Village 7	65' by 115' SF Lots	22	1,430
Village 8	60' by 110' SF Lots	43	2,365
Village 9	55' by 115' SF Lots	48	2,530
Village 10	65' by 110' SF Lots	82	5,330
Village 11	65' by 115' SF Lots	63	4,095
Sub Total		407	26,115

• WETLAND SET BACK CUTBACK MANAGEMENT
 • CONTROL STRUCTURE MANAGEMENT

CBD Boulevards

ACREAGE OF IRRIGATED AREA

Primary Irrigated Areas	47- 15.80 Acres
Secondary Site Irrigated area	+/- 3.93 Acres
TOTAL	47- 19.73 Acres

Preliminary Site Plan

Silverado
 Metro Development



SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

A

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

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

	General Fund	Debt Service Fund Series 2016A-1	Debt Service Fund Series 2017A-1	Debt Service Fund Series 2018A-1	Debt Service Fund Series 2018A-2	Capital Projects Fund Series 2018A-1	Total Governmental Funds
ASSETS							
Cash	\$ 209,322	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 209,322
Investments							
Revenue	-	78,654	78,722	101,384	50,687	-	309,447
Reserve	-	55,420	53,325	72,075	252,637	-	433,457
Prepayment	-	460	-	-	-	-	460
On-roll assessments receivable	2,570	219	207	-	-	-	2,996
Off-roll assessments receivable	-	235	221	1,156	438	-	2,050
Due from Developer	1,375	-	-	-	-	-	1,375
Due from general fund	-	-	-	-	-	50,436	50,436
Utility deposit	2,881	-	-	-	-	-	2,881
Prepaid expense	17,569	-	-	-	-	-	17,569
Total assets	<u>\$ 233,717</u>	<u>\$134,988</u>	<u>\$132,475</u>	<u>\$174,615</u>	<u>\$303,762</u>	<u>\$ 50,436</u>	<u>\$ 1,029,993</u>
LIABILITIES							
Liabilities:							
Accounts payable	\$ 28,708	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,708
Due to capital projects fund 2018	50,436	-	-	-	-	-	50,436
Developer advance	10,372	-	-	-	-	-	10,372
Total liabilities	<u>89,516</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>89,516</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	1,375	235	221	598	-	-	2,429
Total deferred inflows of resources	<u>1,375</u>	<u>235</u>	<u>221</u>	<u>598</u>	<u>-</u>	<u>-</u>	<u>2,429</u>
FUND BALANCES							
Restricted for							
Debt service	-	134,753	132,254	174,017	303,762	-	744,786
Capital projects	-	-	-	-	-	50,436	50,436
Unassigned	142,826	-	-	-	-	-	142,826
Total fund balances	<u>142,826</u>	<u>134,753</u>	<u>132,254</u>	<u>174,017</u>	<u>303,762</u>	<u>50,436</u>	<u>938,048</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 233,717</u>	<u>\$134,988</u>	<u>\$132,475</u>	<u>\$174,615</u>	<u>\$303,762</u>	<u>\$ 50,436</u>	<u>\$ 1,029,993</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
General fund revenues	\$ -	\$ -	\$ 724,358	0%
Total revenues	<u>-</u>	<u>-</u>	<u>724,358</u>	0%
EXPENDITURES				
Professional & administrative				
General administration				
Supervisors' fees and FICA	-	-	6,450	0%
Management consulting services	4,000	4,000	48,000	8%
Field management	417	417	-	N/A
Dissemination agent	250	250	-	N/A
Printing & Binding	42	42	500	8%
Telephone	17	17	200	9%
Other current charges	-	-	500	0%
Auditing services	-	-	3,350	0%
Postage	-	-	500	0%
Insurance	5,988	5,988	7,900	76%
Regulatory and permit fees	175	175	175	100%
Legal advertising	-	-	1,500	0%
Engineering	-	-	7,000	0%
Legal	-	-	25,000	0%
Website hosting	-	-	705	0%
ADA website compliance	-	-	210	0%
Debt administration				
Dissemination agent	-	-	3,000	0%
DSF Accounting	-	-	5,500	0%
Trustee fees	4,256	4,256	16,080	26%
Arbitrage rebate calculation	-	-	3,000	0%
Total professional & administrative	<u>15,145</u>	<u>15,145</u>	<u>129,570</u>	12%
Field operations				
Physical environment expenditures				
Streetpole lighting	3,569	3,569	99,600	4%
Electricity (irrigation & pond pumps)	219	219	3,600	6%
Water	420	420	-	N/A

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

	Current Month	Year to Date	Budget	% of Budget
Landscaping maintenance	17,469	17,469	243,470	7%
Landscape replenishment	100	100	5,000	2%
Palms & tree trimming	-	-	15,000	0%
Irrigation maintenance	-	-	5,000	0%
Pond maintenance	4,386	4,386	35,000	13%
Bush hog mowing	-	-	6,000	0%
Fertilizer & mulch	-	-	20,880	0%
Property insurance	14,277	14,277	14,933	96%
Comprehensive field tech services	1,200	1,200	14,400	8%
Field ops accounting	-	-	5,000	0%
Pet waste removal	-	-	2,100	0%
Wetland Maintenance			8,200	0%
Amenity center				
Pool service contract	1,150	1,150	17,600	7%
Pool maintenance & repairs	60	60	2,000	3%
Pool permit	-	-	275	0%
Flood insurance	-	-	2,800	0%
Cleaning & maintenance	1,000	1,000	14,140	7%
Internet	138	138	1,464	9%
Electricity	848	848	10,620	8%
Water	-	-	2,400	0%
Pest control	-	-	1,440	0%
Camera monitoring	189	189	3,600	5%
Refuse service	-	-	1,000	0%
Landscape maintenance - infill	-	-	5,000	0%
Miscellaneous repairs & maintenance	-	-	10,000	0%
Total field operations	<u>45,025</u>	<u>45,025</u>	<u>550,522</u>	8%
Other fees & charges				
Property appraiser	-	-	175	0%
Tax collector	-	-	15,091	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>15,266</u>	0%
Total expenditures	<u>60,170</u>	<u>60,170</u>	<u>695,358</u>	9%
Excess/(deficiency) of revenues over/(under) expenditures	(60,170)	(60,170)	29,000	
Fund balances - beginning	202,996	202,996	182,585	
Fund balances - ending	<u>\$ 142,826</u>	<u>\$ 142,826</u>	<u>\$ 211,585</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ -	\$ 57,784	0%
Interest	232	232	-	N/A
Total revenues	<u>232</u>	<u>232</u>	<u>57,784</u>	0%
EXPENDITURES				
Debt service				
Interest	-	-	42,660	0%
Principal	-	-	12,000	0%
Total debt service	<u>-</u>	<u>-</u>	<u>54,660</u>	0%
Other fees & charges				
Tax collector	-	-	1,204	N/A
Total other fees and charges	<u>-</u>	<u>-</u>	<u>1,204</u>	N/A
Total expenditures	<u>-</u>	<u>-</u>	<u>55,864</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	232	232	1,920	
Fund balances - beginning	134,521	134,521	142,608	
Fund balances - ending	<u>\$ 134,753</u>	<u>\$ 134,753</u>	<u>\$ 144,528</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ -	\$ 54,460	0%
Interest	228	228	-	N/A
Total revenues	<u>228</u>	<u>228</u>	<u>54,460</u>	0%
EXPENDITURES				
Debt service				
Interest	-	-	37,800	0%
Principal	-	-	10,000	0%
Total debt service	<u>-</u>	<u>-</u>	<u>47,800</u>	0%
Other fees & charges				
Tax collector	-	-	1,135	N/A
Total other fees and charges	<u>-</u>	<u>-</u>	<u>1,135</u>	N/A
Total expenditures	<u>-</u>	<u>-</u>	<u>48,935</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	228	228	5,525	
Fund balances - beginning	132,026	132,026	131,174	
Fund balances - ending	<u>\$ 132,254</u>	<u>\$ 132,254</u>	<u>\$ 136,699</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 OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ -	\$ 147,217	0%
Interest	299	299	-	N/A
Total revenues	<u>299</u>	<u>299</u>	<u>147,217</u>	0%
EXPENDITURES				
Debt service				
Interest	-	-	105,275	0%
Principal	-	-	35,000	0%
Total debt service	<u>-</u>	<u>-</u>	<u>140,275</u>	0%
Other fees & charges				
Tax collector	-	-	3,067	N/A
Total other fees and charges	<u>-</u>	<u>-</u>	<u>3,067</u>	N/A
Total expenditures	<u>-</u>	<u>-</u>	<u>143,342</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	299	299	3,875	
Fund balances - beginning	173,718	173,718	169,615	
Fund balances - ending	<u>\$ 174,017</u>	<u>\$ 174,017</u>	<u>\$ 173,490</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ -	\$ -	\$ 115,623	0%
Interest	523	523	-	N/A
Total revenues	<u>523</u>	<u>523</u>	<u>115,623</u>	0%
EXPENDITURES				
Debt service				
Interest	-	-	86,900	0%
Principal	-	-	25,000	0%
Total debt service	<u>-</u>	<u>-</u>	<u>111,900</u>	0%
Other fees & charges				
Tax collector	-	-	2,409	N/A
Total other fees and charges	<u>-</u>	<u>-</u>	<u>2,409</u>	N/A
Total expenditures	<u>-</u>	<u>-</u>	<u>114,309</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	523	523	1,314	
Fund balances - beginning	303,239	303,239	301,759	
Fund balances - ending	<u>\$ 303,762</u>	<u>\$ 303,762</u>	<u>\$ 303,073</u>	

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

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

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

B

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

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

	General Fund	Debt Service Fund Series 2016A-1	Debt Service Fund Series 2017A-1	Debt Service Fund Series 2018A-1	Debt Service Fund Series 2018A-2	Capital Projects Fund Series 2018A-1	Total Governmental Funds
ASSETS							
Cash	\$ 849,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 849,667
Investments							
Revenue	-	96,631	102,532	154,843	119,311	-	473,317
Reserve	-	55,360	53,325	72,075	252,637	-	433,397
Prepayment	-	60	-	-	-	-	60
Due from Developer	7,485	-	-	-	-	-	7,485
Due from general fund	-	8	7	19	15	50,436	50,485
Utility deposit	2,881	-	-	-	-	-	2,881
Total assets	<u>\$ 860,033</u>	<u>\$152,059</u>	<u>\$155,864</u>	<u>\$226,937</u>	<u>\$371,963</u>	<u>\$ 50,436</u>	<u>\$ 1,817,292</u>
LIABILITIES							
Liabilities:							
Accounts payable	\$ 50,631	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,631
Due to other	16,559	-	-	-	-	-	16,559
Due to debt service fund 2016A-1	8	-	-	-	-	-	8
Due to debt service fund 2017A-1	7	-	-	-	-	-	7
Due to debt service fund 2018A-1	19	-	-	-	-	-	19
Due to debt service fund 2018A-2	15	-	-	-	-	-	15
Due to capital projects fund 2018	50,436	-	-	-	-	-	50,436
Accrued taxes payable	153	-	-	-	-	-	153
Developer advance	10,372	-	-	-	-	-	10,372
Total liabilities	<u>128,200</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>128,200</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	7,485	-	-	-	-	-	7,485
Total deferred inflows of resources	<u>7,485</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,485</u>
FUND BALANCES							
Restricted for							
Debt service	-	152,059	155,864	226,937	371,963	-	906,823
Capital projects	-	-	-	-	-	50,436	50,436
Assigned							
Working capital	193,064	-	-	-	-	-	193,064
Unassigned	531,284	-	-	-	-	-	531,284
Total fund balances	<u>724,348</u>	<u>152,059</u>	<u>155,864</u>	<u>226,937</u>	<u>371,963</u>	<u>50,436</u>	<u>1,681,607</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 860,033</u>	<u>\$152,059</u>	<u>\$155,864</u>	<u>\$226,937</u>	<u>\$371,963</u>	<u>\$ 50,436</u>	<u>\$ 1,817,292</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
General fund revenues	\$ 44,951	\$ 704,742	\$ 724,358	97%
Developer funding	600	600	-	N/A
Total revenues	<u>45,551</u>	<u>705,342</u>	<u>724,358</u>	97%
EXPENDITURES				
Professional & administrative				
General administration				
Supervisors' fees and FICA	1,076	1,076	6,450	17%
Management consulting services	4,000	12,000	48,000	25%
Printing & Binding	42	125	500	25%
Telephone	17	50	200	25%
Other current charges	24	24	500	5%
Auditing services	-	-	3,350	0%
Postage	-	-	500	0%
Insurance	-	5,988	7,900	76%
Regulatory and permit fees	-	175	175	100%
Legal advertising	326	326	1,500	22%
Engineering	1,520	3,782	7,000	54%
Legal	-	-	25,000	0%
Website hosting	-	-	705	0%
ADA website compliance	-	-	210	0%
Meeting Room Rental	790	790	-	N/A
Security patrol	225	225	-	N/A
Debt administration				
Dissemination agent	250	750	3,000	25%
DSF Accounting	-	-	5,500	0%
Trustee fees	-	4,256	16,080	26%
Arbitrage rebate calculation	-	-	3,000	0%
Total professional & administrative	<u>8,270</u>	<u>29,567</u>	<u>129,570</u>	23%
Field operations				
Physical environment expenditures				
Streetpole lighting	7,814	15,072	99,600	15%
Electricity (irrigation & pond pumps)	506	724	3,600	20%

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

	Current Month	Year to Date	Budget	% of Budget
Landscaping maintenance	32,884	67,822	243,470	28%
Landscape replenishment	100	300	5,000	6%
Palms & tree trimming	-	-	15,000	0%
Irrigation maintenance	-	453	5,000	9%
Pond maintenance	7,107	12,394	35,000	35%
Bush hog mowing	-	-	6,000	0%
Fertilizer & mulch	-	-	20,880	0%
Property insurance	-	14,277	14,933	96%
Solid waste disposal	-	177	-	N/A
Comprehensive field tech services	1,200	3,600	14,400	25%
Field ops accounting	417	1,250	5,000	25%
Pet waste removal	241	413	2,100	20%
Signage	3,902	3,902	-	N/A
Wetland Maintenance	-	-	8,200	0%
Amenity center				
Pool service contract	1,150	3,450	17,600	20%
Pool maintenance & repairs	60	121	2,000	6%
Pool permit	-	-	275	0%
Flood insurance	-	-	2,800	0%
Cleaning & maintenance	1,000	3,000	14,140	21%
Internet	-	276	1,464	19%
Electricity	1,875	2,724	10,620	26%
Water	428	1,209	2,400	50%
Pest control	-	120	1,440	8%
Camera monitoring	189	2,664	3,600	74%
Refuse service	-	-	1,000	0%
Landscape maintenance - infill	-	-	5,000	0%
Holiday Decorations	675	675	-	N/A
Miscellaneous repairs & maintenance	-	600	10,000	6%
Total field operations	59,548	135,223	550,522	25%
Other fees & charges				
Property appraiser	-	-	175	0%
Tax collector	897	14,093	15,091	93%
Total other fees & charges	897	14,093	15,266	92%
Total expenditures	68,715	178,883	695,358	26%
Excess/(deficiency) of revenues over/(under) expenditures	(23,164)	526,459	29,000	
Fund balances - beginning	747,512	197,889	182,585	
Fund balance - ending				
Assigned				
Working capital	193,064	193,064	193,064	
Unassigned	531,284	531,284	18,521	
Fund balances - ending	\$ 724,348	\$ 724,348	\$ 211,585	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 3,586	\$ 56,219	\$ 57,784	97%
Interest	266	803	-	N/A
Total revenues	<u>3,852</u>	<u>57,022</u>	<u>57,784</u>	99%
EXPENDITURES				
Debt service				
Interest	-	21,360	42,660	50%
Principal	-	12,000	12,000	100%
Principal prepayment	-	5,000	-	N/A
Total debt service	<u>-</u>	<u>38,360</u>	<u>54,660</u>	70%
Other fees & charges				
Tax collector	72	1,124	1,204	93%
Total other fees and charges	<u>72</u>	<u>1,124</u>	<u>1,204</u>	93%
Total expenditures	<u>72</u>	<u>39,484</u>	<u>55,864</u>	71%
Excess/(deficiency) of revenues over/(under) expenditures	3,780	17,538	1,920	
Fund balances - beginning	148,279	134,521	142,608	
Fund balances - ending	<u>\$ 152,059</u>	<u>\$ 152,059</u>	<u>\$ 144,528</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 3,380	\$ 52,985	\$ 54,460	97%
Interest	285	812	-	N/A
Total revenues	<u>3,665</u>	<u>53,797</u>	<u>54,460</u>	99%
EXPENDITURES				
Debt service				
Interest	-	18,900	37,800	50%
Principal	-	10,000	10,000	100%
Total debt service	<u>-</u>	<u>28,900</u>	<u>47,800</u>	60%
Other fees & charges				
Tax collector	67	1,059	1,135	93%
Total other fees and charges	<u>67</u>	<u>1,059</u>	<u>1,135</u>	93%
Total expenditures	<u>67</u>	<u>29,959</u>	<u>48,935</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	3,598	23,838	5,525	
Fund balances - beginning	152,266	132,026	131,174	
Fund balances - ending	<u>\$ 155,864</u>	<u>\$ 155,864</u>	<u>\$ 136,699</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 DECEMBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 9,136	\$ 143,230	\$ 147,217	97%
Interest	236	928	-	N/A
Total revenues	<u>9,372</u>	<u>144,158</u>	<u>147,217</u>	98%
EXPENDITURES				
Debt service				
Interest	-	53,075	105,275	50%
Principal	-	35,000	35,000	100%
Total debt service	<u>-</u>	<u>88,075</u>	<u>140,275</u>	63%
Other fees & charges				
Tax collector	182	2,864	3,067	93%
Total other fees and charges	<u>182</u>	<u>2,864</u>	<u>3,067</u>	93%
Total expenditures	<u>182</u>	<u>90,939</u>	<u>143,342</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	9,190	53,219	3,875	
Fund balances - beginning	217,747	173,718	169,615	
Fund balances - ending	<u>\$ 226,937</u>	<u>\$ 226,937</u>	<u>\$ 173,490</u>	

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

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 7,175	\$ 112,495	\$ 115,623	97%
Interest	719	1,929	-	N/A
Total revenues	<u>7,894</u>	<u>114,424</u>	<u>115,623</u>	99%
EXPENDITURES				
Debt service				
Interest	-	43,450	86,900	50%
Principal	-	-	25,000	0%
Total debt service	<u>-</u>	<u>43,450</u>	<u>111,900</u>	39%
Other fees & charges				
Tax collector	143	2,250	2,409	93%
Total other fees and charges	<u>143</u>	<u>2,250</u>	<u>2,409</u>	93%
Total expenditures	<u>143</u>	<u>45,700</u>	<u>114,309</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	7,751	68,724	1,314	
Fund balances - beginning	364,212	303,239	301,759	
Fund balances - ending	<u>\$ 371,963</u>	<u>\$ 371,963</u>	<u>\$ 303,073</u>	

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

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

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Silverado Community Development District held Multiple Public Hearings and a Regular Meeting on August 26, 2022 at 10:00 a.m., at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545.

Present were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Andre Carmack	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates LLC (WHA)
Meredith Hammock	District Counsel
Tonja Stewart	District Engineer
Tirria Williams	Access Difference
Chris Gullion	Access Difference
Colette Fuller	Access Difference
Francisco Alexander	Resident/HOA President
Scott Carlson	Landscape Maintenance Professionals
Jon Souers	Yellowstone Landscape

Also present, were residents:

Mandana Rostamy	Linda Price	Jacob Schauff	Michael Ozorowsky
Elizabeth Simmons	Erik Beese	Namelda Allen	Julio Veguilla-Garcia
Kathy Thibodeau	Brian Allen	Maria Auclair	Roland Auclair
Peter Gambacorta	Anita Ford	Sonia Morales	Andriel Peraza-Smith

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:12 a.m.
Ms. Cerbone stated she administered the Oath of Office to Mr. Andre Carmack prior to the meeting.
Supervisors Cotter, Moulton and Carmack were present. Supervisors Vincent and Zook were not present.

44 **SECOND ORDER OF BUSINESS**

Administration of Oath of Office to Supervisor Andre Carmack [Seat 4] *(the following will be provided in a separate package)*

- 45
- 46
- 47
- 48
- 49 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 50 **B. Membership, Obligations and Responsibilities**
- 51 **C. Financial Disclosure Forms**
 - 52 **I. Form 1: Statement of Financial Interests**
 - 53 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 54 **III. Form 1F: Final Statement of Financial Interests**
- 55 **D. Form 8B: Memorandum of Voting Conflict**

56 This item was discussed during the First Order of Business.

57

58 **THIRD ORDER OF BUSINESS**

Update: CDD Resident Feedback to District Management

59

60

61 Ms. Cerbone provided updates on the following:

62 **A. General**

63 ➤ Meeting times and the location are Board driven decisions. The location change was
64 because construction is underway at the Avalon Park West Amenity Center. The meeting
65 schedule can be reconsidered once the Board transitions to a resident Board.

66 ➤ The final Landowner meeting is November, 14, 2022. All Landowners can attend and
67 cast votes.

68 • **CDD Field Services Manager and HOA Property Manager are the Same**
69 **Firm/Person**

70 Ms. Fuller is the first point of contact regarding field operation matters. Residents
71 should email detailed information and provide photos, if possible; matters outside of field
72 operations should be emailed to the District Manager.

73 • **Mailbox covering**

74 A mailbox covering was not in the original development plan or funded; the Board can
75 allocate funds for Fiscal Year 2023, use Fiscal Year 2022 surplus funds to cover this expense or
76 find out if the HOA is willing to fund the expense, subject to CDD and HOA Board approval.

- 77 • **District Boundaries and District Improvements that are Outside the Boundaries**
78 **and Related Assessments**

79 The CDD bond financed improvements outside the CDD boundaries and is required to
80 pay the associated maintenance costs. Regarding recouping the costs to maintain streets
81 outside the CDD boundaries, the CDD Board can ask the owner to contribute to this expense.

- 82 • **CDD Budget and Options for Coordination with HOA for HOA Administration,**
83 **Funding, etc.**

84 Residents can ask the HOA to impose special assessments for items that the CDD cannot
85 fund because of budget constraints.

86 **B. Roadways**

- 87 • **Four (4) Additional Street Lights**

88 A proposal will be presented later in the meeting.

- 89 • **Stop Sign**

90 The Developer approved this and installation is underway.

- 91 • **Traffic Enforcement**

92 The City will allow the CDD to engage off-duty officers to monitor speeding, subject to
93 availability.

- 94 • **Traffic Control**

95 Lowering speed limits or installing speed bumps or additional stop signs will require
96 performing a Traffic Study, which is costly.

- 97 • **Golf Carts/ATVs on Paved Roads**

98 The City discourages this. District Counsel will give an update and present options at the
99 next meeting.

- 100 • **Parking/Towing Policy**

101 Implementing a parking/towing policy requires Board approval, a public hearing and
102 HOA partnership to administrate the policy.

- 103 • **Additional Doggie Waste Stations**

104 This is subject to Board approval now or it can be deferred until the Board transitions to
105 the resident Board.

106 **C. Pool area**

- 107 • **Underage Drinking, Illegal Drug Use, Destruction of Property, etc.**

108 Police will only respond to resident 911 calls reporting a law being broken; the police do
109 not respond to calls about broken HOA or CDD Rules.

110 • **Trespassing Enforcement**

111 After-hours trespassing is not a law the police can enforce, unless trespassers are
112 underage or engaged in illegal activity.

113 • **Pool Furniture/Equipment Update and Replacement**

114 Ms. Fuller will present a proposal to drain and thoroughly clean the pool later in the
115 meeting, which will require the pool to be closed for about one week.

116 • **Pool Rules/Signage**

117 The Rules will be adopted today and are posted on the CDD website; it is suggested that
118 the HOA post them as well. Enforcement of the Rules will be initiated once the Traffic
119 Enforcement Agreement is executed, which will be presented later in the meeting.

120 • **Parking/Towing Policy**

121 • **Security Services (after hours, weekends/daytime hours)**

122 Due to CDD budget constraints, the CDD can enter into a Joint Agreement with the HOA
123 if the HOA is willing to fund this expense; both Boards must give approval.

124 Regarding key fobs, Ms. Fuller will present recommendations and cost estimates at the
125 next meeting.

126

127 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**
128 **authorizing Ms. Fuller and District Management to proceed with the repair and**
129 **installation to secure the pool gate and fence access, subject to Chair or Vice**
130 **Chair approval, in a not-to-exceed amount of \$5,000, was approved.**

131

132

133 **D. Landscaping/Irrigation and Pond Maintenance**

134 • **RFP (8 Addenda)**

135 As a result of vendor feedback, there are eight addendums to the Request for Proposal
136 (RFP), which should address resident concerns. This item will be addressed later in the meeting.

137 • **Landscaping (clarification of which areas of CDD are to be maintained)**

138 Residents were advised to submit photographs to Ms. Fuller. Mowing occurs weekly and
139 will revert back to biweekly during the dry season.

140 • **Pond Maintenance (doggie waste bags and other debris in ponds)**

141 The ponds are treated biweekly. Adding more dog stations might not ease the issue of
142 waste bags tossed in the pond. Residents were advised to contact Ms. Fuller to address
143 concerns instead of the vendors directly.

144 • **Pond Signage**

145 No swimming, dogs or otherwise, is allowed. This will be addressed later in the meeting.

146 **E. Doggie Park**

147 • **Pest control**

148 The treatment status is unknown.

149 • **Sizing**

150 Due to CDD budget constraints, the CDD can enter into a Joint Agreement with the HOA,
151 if the HOA is willing to fund this expense.

152 • **Additional Waste Stations**

153 This item was already discussed.

154

155 **FOURTH ORDER OF BUSINESS**

Public Comments

156

157 Residents asked the Board to address what they perceived as serious problems. It was
158 noted that certain items will be deferred until the Board transitions to a resident-based Board.

159 The following suggestions, inquiries and topics were discussed:

160 ➤ Pool: Repair overall area, replace furniture and address liability concerns. Ms. Fuller is
161 obtaining quotes to replace the furniture.

162 ➤ Pond maintenance might be deterred due to overgrown grass. Residents felt that the
163 landscapers are not addressing areas regularly and there are issues with rats. Ms. Fuller stated
164 that the landscaper will address this issue today or tomorrow.

165 ➤ Trees on Wagon Trail Street are low and damaging vehicle roofs.

166 ➤ Resident(s) believed that the oak trees planted too close together on Silverado should
167 be removed because they will become a problem and impact the roads and CDD budget

168 ➤ Resident(s) asked the CDD to designate an HOA point of contact to address after-hours
169 pool violations. Ms. Cerbone stated that Staff can ask to see IDs but cannot require it.

170 ➤ An inquiry was made as to whether there is a way to track after-hours fob use.

171 ➤ An inquiry was made as to whether people parking on the grass in the common area and
172 damaging sprinkler heads can be fined.

- 173 ➤ Status of the work on Wagon Trail Street: Ms. Fuller stated it is private property.
- 174 ➤ Regarding the suggestion to defer the Fifteenth Order of Business, related to imposing
175 assessments until the Board transition to a resident Board, deferral is not possible, due to
176 Florida Statute constraints.
- 177 ➤ The budget does not currently allow for installing a basketball court.
- 178 ➤ A suggestion was made to install a barrier to prevent dogs from swimming in the ponds.
- 179 ➤ A request was made for the CDD to address inadequate lighting entering the community
180 and at the north end of the pond. A proposal to install lights at the north area will be presented
181 later in the meeting.
- 182 ➤ Regarding a request for a map of CDD property in and outside the CDD and versus HOA,
183 Ms. Cerbone will fill this public records request to Mr. Ozorowsky and Ms. Allen.
- 184 ➤ An opinion that the Florida Power & Light (FPL) invoices seemed high was expressed and
185 further research of why the CDD is paying for the street lights outside the CDD was requested.
186 It was noted that the CDD is responsible for maintaining these areas even if it benefits those
187 outside the CDD.
- 188 ➤ Regarding residents donating funds for certain items, the Board will have to obtain
189 District Counsel’s input regarding possibly accepting donations.
- 190 ➤ Regarding a request for a stop sign at Steer Blade Drive, Ms. Stewart will confirm if this
191 is within the CDD’s jurisdiction.
- 192 ➤ Regarding transitioning to a resident Board, Ms. Cerbone and Staff will advise and
193 answer resident Board Member questions.
- 194 ➤ Landscaping: LMP Representative Mr. Scott Carlson stated he toured the community
195 and noticed several areas missing on the original and newer maps. Since taking over in January,
196 LMP has not been able to develop a relationship with the Board or the property. He is working
197 with Ms. Fuller, which will help rectify most landscape issues.
- 198 Ms. Moulton stated that the Board will most likely defer awarding the RFP until the
199 Board transitions to a resident Board.
- 200 Discussion ensued regarding LMP submitting tree trimming and mulch proposals in
201 January, issues accessing the pool area and follow up.
- 202 Ms. Cerbone stated, if the CDD and HOA Boards approve, the CDD can contract with the
203 HOA to maintain all CDD field operation improvements and collect those assessments.
- 204

205 **FIFTH ORDER OF BUSINESS**

Consideration for Responses to RFP for Landscape and Irrigation Maintenance Services

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- 209 **A. RFP Package**
- 210 **B. Affidavit/Proof of Publication**
- 211 **C. Respondents**
 - 212 **I. Juniper Landscaping**
 - 213 **II. Landscape Maintenance Professionals, Inc.**
 - 214 **III. Yellowstone Landscape**
- 215 **D. Ranking**
- 216 **E. Authorization to Award Contract**

217

218 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,**
 219 **deferring evaluating the responses to the Request for Proposals for Landscape**
 220 **and Irrigation Maintenance Services until the Board transitions to a resident-**
 221 **based Board, was approved.**

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224 **SIXTH ORDER OF BUSINESS**

Presentation of Audited Financial Statements for Fiscal Year Ended September 30, 2021, Prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

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230 Ms. Cerbone presented the Audited Financial Report for the Fiscal Year Ended
231 September 30, 2021 and highlighted the pertinent information There were no issues, findings,
232 recommendations, deficiencies on internal control or instances of non-compliance. It was a
233 clean audit.

234

235 **SEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2022-11, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2021

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240 Ms. Cerbone presented Resolution 2022-11.

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283 **ELEVENTH ORDER OF BUSINESS**

Ratification of Stormwater Needs Analysis

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Ms. Cerbone stated that the Stormwater Management Needs Analysis Report was submitted to the County by the due date. The next report is due in five years. Considering future budgets, Ms. Stewart expects having to implement additional Stormwater Management Best Management Practices (SMBMPs) over the next 12 to 24 months, as part of its maintenance program with the CDD vendors.

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the Stormwater Management Needs Analysis Report and Staff’s action of submitting the Report to the County, was ratified.

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296 **TWELFTH ORDER OF BUSINESS**

Ratification of First Amendment to Landscape & Irrigation Services Between Landscape Maintenance Professionals, Inc. and Silverado Community Development District

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Ms. Cerbone stated that the First Amendment to the Landscape & Irrigation Services Agreement is being presented for consideration, rather than ratification, as certain insurance requirements were updated.

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the First Amendment to the Landscape & Irrigation Services Agreement Between Landscape Maintenance Professionals, Inc., and Silverado Community Development District, was approved.

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312 **THIRTEENTH ORDER OF BUSINESS**

Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedures and Amenity Rules

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A. Affidavits of Publication

The affidavits of publication were included for informational purposes.

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B. Consideration of Resolution 2022-12, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date

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On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the Public Hearing was opened.

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Ms. Cerbone stated if the current Board does not take any suggestions into consideration today, the Rules can be brought back to the resident-controlled Board for additional modifications.

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Regarding the e-cigarette and smoking rules and posts by the pool, Mr. Alexander asked if the CDD can install more permanent signage. The Board agreed with the suggestion that Mr. Alexander send a photo to Ms. Fuller and Ms. Cerbone, which will be emailed to District Counsel to determine if it meets the Florida Statutes. If not, upon direction from CDD Staff, Ms. Fuller is authorized to purchase updated signage.

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On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the Public Hearing was closed.

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Ms. Cerbone presented Resolution 2022-12.

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On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, Resolution 2022-12, Adopting the Amenity Center Rules of Procedure and Policies; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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FOURTEENTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year 2022/2023 Budget**

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349

A. Proof/Affidavit of Publication

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The affidavit of publication was included for informational purposes.

351

B. Consideration of Resolution 2022-13, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

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Ms. Cerbone highlighted changes to the proposed Fiscal Year 2023 budget since it was last presented, and gave an overview of fund balance, unassigned fund uses and establishing working capital for the first quarter.

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On MOTION by Mr. Carmack and seconded by Ms. Moulton, with all in favor, the Public Hearing was opened.

Resident Brian Allen asked how much of the Fiscal Year 2022 budget has spent, to date, as he believes there is a big discrepancy between what was budgeted and what was spent over the five-month period. Ms. Cerbone stated that reporting is based on when the CDD receives vendor invoices; updated figures will be presented once the July 31, 2021 Unaudited Financial Statements are presented later in the meeting.

Resident Erik Beese asked about the terms of the Amenity Center pool service contract. Ms. Cerbone stated the contract was awarded prior to engaging WHA as District Manager. The contract is typically an annual contract with extension and termination clauses built in. The resident Board can evaluate CDD contracts at any time. She recommended waiting 30 to 60 days after the transition to make changes; timing is dependent on the terms of the contract.

Resident Julio Veguilla Garcia asked if there is one central place where residents can review agreements and scopes of work. Ms. Cerbone replied no, residents will have to email the District Manager's office, as it is considered a public records request.

A resident asked for the cost when the pool furniture was replaced. Since this information is not readily available, the resident was advised to send a public records request.

Resident Michael Ozorowsky asked if Engineering funds can be used to expand parking at the clubhouse. As this is dependent upon Board approval, he asked the Board to consider this and ensure that the CDD is not paying pool cleaning costs since they decided to proceed with draining and cleaning the pool.

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the Public Hearing was closed.

Ms. Cerbone presented Resolution 2022-13.

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, Resolution 2022-13, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

394 FIFTEENTH ORDER OF BUSINESS

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operations Assessments
to Fund the Budget for Fiscal Year
2022/2023, Pursuant to Florida Law

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A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2022-14, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the Public Hearing was opened.

Regarding the non-ad valorem assessment. Ms. Cerbone stated there are two components of the non-ad valorem figure, the O&M and Debt service portions that appear on the property tax bill.

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the Public Hearing was closed.

Ms. Cerbone presented Resolution 2022-14 and read the title.

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, Resolution 2022-14, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

432 SIXTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2022

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Ms. Cerbone presented the Unaudited Financial Statements as of July 31, 2022 and addressed Ms. Moulton’s comments about the following budget line items:

- Palms and tree trimming: Since the funds were not used, she asked CDD Staff to determine projects based on the proposals that came in or did not come in. Ms. Fuller will obtain the proposals from LMP.
- Dog Stations: It is too soon to determine if the Fiscal Year 2022 budget can fund installation of two dog stations.
- Mulch: CDD Staff must research further; whether these expenses should have been coded to the Landscape maintenance budget line item is unknown.

Ms. Moulton asked Staff to find a way, if the budget allows, to complete the necessary mulch and tree trimming projects to prevent further delays. Ms. Cerbone stated this will require a two-step process. Ms. Sanchez will confirm with accounting about invoicing and services and Ms. Fuller, as the designated point person, will work with Ms. Sanchez and LMP to confirm that no services were provided above or beyond the \$6,850 paid and, upon confirmation, obtain and approve proposals for the Board to ratify at the next meeting.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, authorizing the Operations Manager, District Manager and Chair and Vice Chair to approve mulch and tree trimming proposals outside of a meeting, was approved.

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the Unaudited Financial Statements as of July 31, 2022, were accepted.

SEVENTEENTH ORDER OF BUSINESS

Approval of April 22, 2022 Regular Meeting Minutes

Ms. Cerbone presented the April 22, 2022 Regular Meeting Minutes.

On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the April 22, 2022 Regular Meeting Minutes, as presented, were approved.

470 EIGHTEENTH ORDER OF BUSINESS

Staff Reports

471

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

473 There was no report.

474 B. District Engineer: *Stantec*

475 • Project Update

476 Ms. Stewart stated she will prepare an updated Professional Maintenance map, as the
477 one in the RFP for landscaping services was hand drawn due to time constraints.

478 • Update: Permit Related Items

479 This item was not addressed.

480 C. Operations Manager: *Access Management*

481 The Report was included for informational purposes.

482 Ms. Moulton asked if dogs are allowed to swim in the ponds and if “No Swimming” signs
483 are posted in the area. Ms. Stewart stated it is important for the community to understand
484 that the CDD stormwater facilities are not recreational facilities and should not be used as such.485 Ms. Sanchez was designated as the point person to contact Egis, the CDDs insurance
486 carrier, to obtain signage verbiage specific to stormwater ponds and provide it to Ms. Fuller. It
487 was noted that the insurance carrier conducts on-site inspections with the District Manager
488 every other year.489 D. District Manager: *Wrathell, Hunt and Associates, LLC*

490 Ms. Cerbone reported the following:

491 I. 692 Registered Voters in District as of April 15, 2022

492 II. Update: Qualified Elector Candidates for General Election

493 • Seat 1

494 ➤ Michael Ozorowsky

495 ➤ Katherine Thibodeau

496 • Seat 2

497 ➤ Thaddeus A Money

498 Ms. Cerbone reiterated there is one final Board Seat that will be Landowner-elected on
499 November, 29, 2022. A Regular Meeting will follow.

500 III. UPCOMING MEETINGS

501 • September 23, 2022 at 10:00 A.M. – Board Meeting

- 502 • November 29, 2022 at 10:00 A.M. – Landowners’ Meeting [Seat 5]
- 503 • November 29, 2022 at 10:00 A.M. – Board Meeting
- 504 • QUORUM CHECK

505 The next meeting will be September 23, 2022, unless cancelled.

506

507 **NINETEENTH ORDER OF BUSINESS** **Board Members’ Comments/Requests**

508

509 There were no Board Members’ comment or requests.

510

511 **TWENTIETH ORDER OF BUSINESS** **Public Comments**

512

513 A resident asked if the CDD or HOA can put up holiday signs and lights. Ms. Cerbone
514 stated, if the HOA is funding this, a request should be submitted to the CDD.

515 A resident asked if there is a tracking system for open invoices or services. Ms. Cerbone
516 replied no and noted this is cash-based accounting and, unless there is a term in the contract,
517 the CDD complies with its prompt payment policy.

518 A resident asked the Board to consider resident requests regarding parking overflow to
519 prevent broken irrigation heads and lighting issues. Regarding timeline, Ms. Cerbone stated
520 that Staff cannot work on items without Board direction.

521

522 **TWENTY-FIRST ORDER OF BUSINESS** **Adjournment**

523

524 There being nothing further to discuss, the meeting adjourned.

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526 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the**
527 **meeting adjourned at 12:21 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
SILVERADO
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners’ Meeting of the Silverado Community Development District will be held on November 29, 2022 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Meredith Hammock	District Counsel
Michael Ozorowsky	Board Member
Thaddeus Money	Board Member
Jon Souers	Yellowstone Landscape
Francisco Alexander	Resident
Lee Chamoff	Resident
Martha O’Neal	Resident
Lauren Hogard	Resident
Erik Beese	Resident
Robert Tabone	Resident
Mike Newsome	Resident
Felix Laporte	Resident
Jeanne Ferencak	Resident
James & Kay McIntyre	Resident
Alisha Deighton	Resident
Robert Fabricius	Resident
James Rice	Resident
Jefson Louis	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the Meeting to order at 10:04 a.m., and stated the purpose of this meeting is to conduct the Landowners’ Election for one Landowner Board seat; no District business will be addressed.

Ms. Cerbone noted that this is the last Landowner-elected Seat so this is the last Landowners’ meeting; the person elected today will serve a 4-year term and, when the term of the Seat expires, it will be elected at the November 2026 General Election.

42 Ms. Cerbone reviewed the contents of the agenda, including the proxy and ballot
43 documents.

44

45 **SECOND ORDER OF BUSINESS**

Affidavit of Publication

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47 The affidavit of publication was included for informational purposes.

48

49 **THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners’
Meeting**

50

51

52 Ms. Cerbone served as Chair to conduct the Landowners’ meeting.

53

54 **FOURTH ORDER OF BUSINESS**

Election of Supervisors [SEAT 5]

55

56 Ms. Cerbone explained the rules, voter qualifications and how the nomination and
57 election process will proceed. Only property owners in the CDD can nominate an individual,
58 themselves or be a proxy holder for other property owners.

59 District Staff checked and validated participant IDs, ballots and proxies.

60 Ms. Cerbone responded to questions regarding the relationship between the CDD and
61 the HOA, the Access Management Agreement, governmental officers, the Sunshine Law,
62 conflicts of interest, Board Member ethics and the Regular Meeting agenda.

63 Ms. Cerbone noted that some individuals are designated proxy holders for other
64 property owners; therefore, in addition to their own individual vote, they will be eligible to cast
65 the votes proxied to them.

66 **A. Nominations**

67 The following nominations were made:

68 Ms. Martha O’Neal nominated Lee Chamoff for Seat 5.

69 Mr. James McIntyre nominated Francisco Alexander for Seat 5.

70 Mr. Michael Ozorowsky nominated Martha O’Neal for Seat 5

71 No other nominations were made.

72 **B. Casting of Ballots**

73 **I. Determine Number of Voting Units Represented**

74 A total of 73 voting units were represented.

75 **II. Determine Number of Voting Units Assigned by Proxy**

76 Of the 73 voting units represented, 62 were assigned by proxy.

77 The following votes were cast:

78 Lee Chamoff 24 votes

79 Francisco Alexander 48 votes

80 Martha O’Neal 1 vote

81 **C. Ballot Tabulation and Results**

82 The ballot tabulation, results and term length are as follows:

83 Seat 5 Francisco Alexander 48 votes 4-year Term

84 Ms. Cerbone stated Mr. Francisco Alexander is the elected Landowner for Seat 5.

85

86 **FIFTH ORDER OF BUSINESS Landowners’ Questions/Comments**

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88 There were no Landowners’ questions or comments.

89

90 **SIXTH ORDER OF BUSINESS Adjournment**

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92 There being no further business to discuss, the meeting adjourned at 11:03 a.m.

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101 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

MINUTES C

DRAFT

**MINUTES OF MEETING
SILVERADO COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Silverado Community Development District held a Regular Meeting on November 29, 2022, immediately following the adjournment of the Landowners' Meeting scheduled to commence at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Michael Ozorowsky	Chair
Thaddeus Money	Vice Chair
Francisco Alexander	Assistant Secretary
Lee Chamoff	Assistant Secretary
Martha O'Neal	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates LLC (WHA)
Meredith Hammock	District Counsel
Tirria Williams	Access Difference
Chris Gullion	Access Difference
Colette Fuller	Access Difference
Jon Souers	Yellowstone Landscape

Also present, were residents:

Robert Tabone	Jefson Louis	Lauren Hogard	Robert Fabricius
Mike Newsome	James Rice	Eriq Beese	Alisha Deighton
James McIntyre	Felix Laporte	Kay McIntyre	Jeanne Ferencak

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:06 a.m.

SECOND ORDER OF BUSINESS

Public Comments

This item occurred following the Eighth Order of Business.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisors [Seats 1, 2 & 5] (the

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following will be provided in a separate package)

Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Michael Ozorowsky, Mr. Thaddaeus Money, and Mr. Francisco Alexander.

The following items were explained later in the meeting.

- A. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. **Membership, Obligations and Responsibilities**
- C. **Financial Disclosure Forms**
 - I. **Form 1: Statement of Financial Interests**
 - II. **Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - III. **Form 1F: Final Statement of Financial Interests**
- D. **Form 8B: Memorandum of Voting Conflict**

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners’ Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

Ms. Cerbone presented Resolution 2023-01, read the title and recapped the results of the Landowners’ Election, as follows:

Seat 5	Francisco Alexander	48 votes	4-year Term
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On MOTION by Mr. Ozorowsky and seconded by Mr. Money, with all in favor, Resolution 2023-01, Canvassing and Certifying the Results of the Landowners’ Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Acceptance of Resignation of Supervisor Ryan Zook [SEAT 3], Term Expires November 2024

Ms. Cerbone presented the resignation of Mr. Ryan Zook from Seat 3.

119 Mr. Alexander nominated Mr. Eriq Beese to fill Seat 4. The motion failed for lack of a
120 second.

121 Mr. Ozorowsky nominated Ms. Martha O'Neal to fill Seat 4.

122 No other nominations were made.

123

124 **On MOTION by Mr. Ozorowsky and seconded by Mr. Money, with Mr. Money**
125 **and Mr. Ozorowsky in favor and Mr. Alexander dissenting, the appointment of**
126 **Ms. Martha O'Neal to Seat 4, was approved. (Motion passed 2-1)**

127

128

129 • **Administration of Oath of Office to Newly Appointed Supervisors (*to be provided in a***
130 ***separate package*)**

131 Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the
132 Oath of Office to Mr. Lee Chamoff and Ms. Martha O'Neal. She explained and provided the
133 items in the Supervisor package. Ms. Hammock discussed penalties for violating the Sunshine
134 and Florida Ethics Laws and public records. Board Members were urged to contact District
135 Counsel with any questions regarding these items.

136 Ms. Sanchez recapped the completed Action Items from the last meeting, including
137 streetlight installations, stop sign installation on Bellington Boulevard, pool fob replacements
138 and trees trimmed at the entrance. Mr. Ozorowsky stated the streetlights were not installed.
139 Mr. Kantarzhi will check the status of the streetlights.

140 ▪ **Public Comments**

141 **This item, previously the Second Order of Business, was presented out of order.**

142 Resident Lauren Hogard asked about the mailbox coverings. Ms. Cerbone stated the
143 mailbox coverings were not in the Developer's plan and a decision was made to defer it to the
144 resident Board; it can be an open item for Board discussion and a decision.

145 Resident James McIntyre asked the Board to consider changing the pool water.

146 Mr. Jon Souers, of Yellowstone Landscaping (Yellowstone), congratulated the new Board
147 Members and stated that Yellowstone submitted a proposal last August in response to the
148 Landscape Request for Proposals (RFP). He welcomed questions from the Board.

149 Resident Robert Fabricius expressed concern about the lack of police jurisdiction in the
150 neighborhood, unless it is a criminal matter.

151 Discussion ensued regarding CDD roads being considered private although they are
152 public, the City of Zephyrhills Police Department, HOA rules, CDD Rules and Policies, entering
153 into an agreement with the police department and conducting a traffic study in an attempt to
154 lower the speed limit.

155 Resident James Rice asked for an investigation of the items that were part of the
156 Development Plan that were not implemented. He hopes the Board Members will listen to one
157 another and asked for the meetings to be held in the evenings, when more residents can
158 attend. Ms. Cerbone stated the meeting dates, times and location will be considered later in
159 the meeting.

160 Mr. Ozorowsky asked for Ms. Cerbone’s assistance in creating a master plan to address
161 CDD open items and make changes.

162 A resident noted that the CDD budget is \$754,000 and the average property owners,
163 most of whom are on fixed incomes, pay \$2,500 per year in assessments. He asked the Board to
164 be cognizant of that and to be fiscally-responsible.

165 A resident asked if Staff can investigate what items and how much funding was pulled
166 from this CDD and given to Epperson when the community was developed and what can be
167 done to retrieve those funds. Ms. Cerbone stated no CDD fee funds were given to anybody
168 unless they were a vendor providing a service to the CDD; the bond funds were expended by
169 the time Management was engaged and it would have been against the law and a violation of
170 the Trust Indenture to divert any funds away from Silverado CDD improvements. Mr.
171 Ozorowsky stated this item has to do with the prior Developer, not Forestar, and requests for
172 the development planning documents must be made to the City Council.

173

174 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02,
Designating a Chair, a Vice Chair, a
Secretary, Assistant Secretaries, a
Treasurer and an Assistant Treasurer of the
Silverado Community Development
District, and Providing for an Effective Date**

181 Ms. Cerbone presented Resolution 2023-02. Mr. Ozorowsky nominated himself as Chair.

182

**On MOTION by Mr. Chamoff and seconded by Ms. O’Neal, with all in favor,
designating Mr. Ozorowsky as Chair, was approved.**

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186 Mr. Money nominated himself as Vice Chair.

187

188 **On MOTION by Mr. Ozorowsky and seconded by Ms. O’Neal, with all in favor,**
189 **designating Mr. Money as Vice Chair, was approved.**

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192 The slate of officers is as follows:

193	Michael Ozorowsky	Chair
194	Thaddeus Money	Vice Chair
195	Craig Wrathell	Secretary
196	Lee Chamoff	Assistant Secretary
197	Martha O’Neal	Assistant Secretary
198	Francisco Alexander Jr.	Assistant Secretary
199	Cindy Cerbone	Assistant Secretary
200	Jamie Sanchez	Assistant Secretary

201 No other nominations were made. Prior appointments by the Board for Treasurer and
202 Assistant Treasurer remain unaffected by this Resolution.

203

204 **On MOTION by Mr. Money and seconded by Ms. O’Neal, with all in favor,**
205 **Resolution 2023-02, Designating a Chair, a Vice Chair, a Secretary, Assistant**
206 **Secretaries, a Treasurer and an Assistant Treasurer of the Silverado Community**
207 **Development District, as nominated, and Providing for an Effective Date, was**
208 **adopted.**

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211 **TENTH ORDER OF BUSINESS**

Update: CDD Resident Feedback to District Management

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213

214 **A. Golf Carts/ATVs on Paved Roads**

215 Ms. Hammock stated, by Statute, unless a road is specifically designated for ATV use and
216 golf carts, they are not permitted on CDD roads. In response to a question regarding violators,
217 Ms. Hammock stated local law enforcement should be contacted.

218 Discussion ensued regarding creating an ordinance to allow usage of other types of
219 motorized vehicles on CDD roads, City and County positions on this, District Counsel’s billable
220 hours for researching CDD matters, contracting law enforcement, social media, HOA Board and
221 City Council meetings.

222 **B. Pool Area**223 • **Furniture/Equipment Updates and Replacements**

224 Ms. Sanchez stated, per Ms. Fuller’s research, it will take six to eight weeks to have new
225 pool furniture delivered and similar furniture sets with darker cushions will cost \$460 to \$500.

226 The consensus was to hold off on purchasing pool furniture.

227 Discussion ensued regarding pool area security, hiring a full-time employee for the pool
228 area, modifying the Amenity Rental Policy, installing Wi-Fi at the pool, Statutes regarding
229 security camera access, CDD procedure rules, incident notification process, trespassing laws
230 and emailing blind copies to other Board Members.

231 Ms. Cerbone urged the Board Members to notify Ms. Fuller’s office of any pool area
232 incidents and email copies of the incident and the response from Access Difference to District
233 Management’s office. Ms. Hammock cautioned Board Members not to “reply all” to any emails
234 from fellow Board Members and to report incidents via telephone or email, rather than text.

235 Ms. Cerbone listed the following Action Items:

- 236 ➤ Ms. Fuller was asked to provide a proposal for an on-site Access employee to work 40
237 hours per work at the pool and include the scope of work.
- 238 ➤ Mr. Ozorowsky will coordinate with District Staff to modify the rental policy.
- 239 ➤ Management will obtain proposals for Wi-Fi at the pool the next meeting.
- 240 ➤ Staff will obtain proposals for hotel grade pool furniture by the next meeting.

241 • **Rules/Signage**

242 Ms. Sanchez stated the Pool Rules were reviewed by District Counsel and were deemed
243 compliant but there is no “Lifeguard Not On Duty” signage. The signs were ordered and
244 installation is pending. In response to question, Mr. Ozorowsky stated that there is no “No
245 Smoking” signage in the pool area but the CDD Guidelines prohibit smoking and e-cigarettes.

246 **The meeting recessed briefly and reconvened.**

247 Asked if “No smoking” signs are a requirement, Ms. Hammock stated it is not a
248 requirement but cost proposals can be obtained and presented at the next meeting. Ms. Fuller
249 will obtain proposals for “No Smoking” signage.

250 **C. Street/No Entry Signage [Wagon Trail Street]**

251 Ms. Sanchez stated that she and Mr. Kantarzhi obtained construction plans from the
252 District Engineer and it was determined that there should be a “Stop” sign, a “Dead End” sign

253 and a street sign in that location. A proposal was received. The anticipated time for placement
254 of the signage is two to three weeks.

255 **D. Holiday Decorations License Agreement**

256 Ms. Sanchez presented a sample Holiday Decorations License Agreement. Mr.
257 Ozorowsky voiced his opinion that the front entrance needs holiday lighting. Ms. Hammock
258 stated, regarding decorations on CDD property, the License Agreement in the agenda is a
259 sample that can be used by the CDD to grant a very limited license to the HOA, authorizing the
260 HOA to install holiday decorations. The Agreement specifies the dates of installation and take-
261 down and what items can and cannot be installed. The Board can approve the License
262 Agreement, in substantial form, and authorize District Staff to coordinate with the HOA to put
263 an agreement in place to install holiday lighting.

264 Asked if the CDD can place an emergency order for holiday light installation within the
265 next few weeks, Ms. Hammock stated the CDD does not have a specific line item in the Fiscal
266 Year 2023 budget for holiday decorations so the Board would need to examine the budget and
267 approve a not-to-exceed amount and authorize Staff to engage a vendor to install the lights.

268 Discussion ensued regarding an appropriate amount, finding a responsive vendor so late
269 in the season, the tower, minimal decoration options, allocating funds for holiday decorations
270 in the Fiscal Year 2024 budget and the wording of the motion.

271

272 **On MOTION by Ms. O’Neal and seconded by Mr. Money, with all in favor,**
273 **authorizing the Operations Manager to obtain applicable and available holiday**
274 **decorations, to be installed no later than December 13, 2022 and taken down**
275 **by January 15, 2023, in a not-to-exceed amount of \$750, was approved.**

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277

278 Ms. Fuller stated there will likely be an initial electricity setup fee in the proposal in the
279 first. Ms. Cerbone recommended adding “Electric Availability in the Entryway Related to
280 Holiday Decorations” as a budget discussion item on an upcoming agenda and for the Board to
281 create and email an improvements wish-list to Management and Ms. Fuller by early January.

282 **E. Community Events**

283 Ms. Sanchez presented a “Checklist for Community Events on CDD Property” that she
284 previously emailed to Mr. Alexander, including a rental application, license or rental agreement,
285 insurance requirements and parking. Ms. Cerbone stated the Chair can make any edits,
286 deletions and/or additions to the checklist and email it to Management for finalization.

287 **ELEVENTH ORDER OF BUSINESS**

Consideration of Tampa S.W.A.P., Invoices to Install Wildlife and No Trespassing Signs

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290 Ms. Sanchez presented the following:

- 291 **A. Invoice #1 - Hole Dig**
- 292 **B. Invoice #2 - Hole Dig and Concrete**

293 Ms. Fuller recommended choosing the invoice that includes concrete installation.

294 Discussion ensued regarding the signage, trails in the neighborhood, ponds, restricting
295 residents and the need for additional invoices.

296 The consensus was to proceed with “No Trespassing” signage at the pool.

297 This item was deferred to the next meeting.

298

299 **TWELFTH ORDER OF BUSINESS**

Consideration of Responses to RFP for Landscape and Irrigation Maintenance Services

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- 303 **A. RFP Package**
- 304 **B. Affidavit/Proof of Publication**
- 305 **C. Respondents**
 - 306 **I. Juniper Landscaping**
 - 307 **II. Landscape Maintenance Professionals, Inc.**
 - 308 **III. Yellowstone Landscape**
- 309 **D. Ranking**
- 310 **E. Authorization to Award Contract**

311 Ms. Hammock stated, when the RFP was issued, it had a price proposal guarantee time
312 period that will expire if no action is taken on this item today.

313 Ms. Cerbone suggested allowing District Counsel to ask each vendor if they will honor
314 their prices through the end of February. If amenable, the RFP package will be in the next
315 meeting agenda but, if not, Staff will ask the Board to re-advertise the RFP.

316

317 **On MOTION by Mr. Ozorowsky and seconded by Ms. O’Neal, with all in favor,**
318 **authorizing Staff to re-advertise the RFP for Landscape and Irrigation**
319 **Maintenance Services, was approved.**

320

321

322 **THIRTEENTH ORDER OF BUSINESS**

Discussion: Meeting Schedule Revisions

323 Ms. Cerbone stated Staff suggested adopting recurring meeting dates.

324 Preferred meeting dates, times and potential locations, were discussed.

325 • **Consideration of Resolution 2023-03, Designating Dates, Times and Locations for**
326 **Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023**
327 **and Providing for an Effective Date**

328 The following will be inserted into the Fiscal Year 2023 Meeting Schedule:

329 DATES: Fourth Thursday of the month starting January 26, 2023

330 TIME: 6:00 PM

331 LOCATION: To be determined

332

333 **On MOTION by Mr. Money and seconded by Mr. Alexander, with all in favor,**
334 **Resolution 2023-03, Designating Dates, Times and Locations for Regular**
335 **Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023**
336 **and Providing for an Effective Date, was adopted.**

337

338

339 **FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of October 31, 2022**

340

341

342 This item was deferred.

343

344 **FIFTEENTH ORDER OF BUSINESS**

**Approval of August 26, 2022 Public
Hearings and Regular Meeting Minutes**

345

346

347 This item was deferred.

348 Ms. Cerbone will contact the Board Members individually to the Unaudited Financial

349 Statements and Meeting Minutes.

350

351 **SIXTEENTH ORDER OF BUSINESS**

Staff Reports

352

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

354 There was no report.

355 **B. District Engineer: *Stantec***

356 There was no report.

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

358 • **Consideration of Proposals**

359 Ms. Sanchez presented a \$365 proposal to repair a crack in the bottom of the pool.

360

361 **On MOTION by Mr. Alexander and seconded by Ms. O’Neal, with all in favor,**
362 **the proposal to repair a crack in the pool, in the amount of \$365, was**
363 **approved.**

364

365

366 Ms. Sanchez presented two granite replacement proposal options; the prices differ
367 significantly for the two options.

368 Discussion ensued regarding the two options, cost, safety issues, Staff contacting the
369 insurance carrier, obtaining another vendor and closing off the area in the short term.

370 The consensus was to close off the area until the granite issue is resolved.

371 Ms. Fuller will obtain proposals for repair and replacement of the granite countertops
372 and present them at the next meeting.

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

- 374 • **NEXT MEETING DATE: TBD**

- 375 ○ **QUORUM CHECK**

376

377 SEVENTEENTH ORDER OF BUSINESS	Board Members’ Comments/Requests
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378

379 There were no Board Members’ comment or requests.

380

381 EIGHTEENTH ORDER OF BUSINESS	Public Comments
---	------------------------

382

383 There were no public comments.

384

385 NINETEENTH ORDER OF BUSINESS	Adjournment
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386

387 There being nothing further to discuss, the meeting adjourned.

388

389 **On MOTION by Mr. Money and seconded by Mr. Alexander, with all in favor,**
390 **the meeting adjourned at 1:58 p.m.**

391
392
393
394
395
396

Secretary/Assistant Secretary

Chair/Vice Chair

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
CI



Quotation

Customer: Access Management 1170 Celebration Blvd. # 202 Celebration, FL 34747	Deliver To: Silverado Ranch North Zephyrhills, FL 33541	Matt Hartman Commercial Management Systems 1521 Concord Pike, Suite 301 800-809-2783
--	--	--

QTY	Product Description	Rental	Additional Information
1	10 yard C & D dumpster	\$610	Includes delivery, 5 rental days, haul away, and disposal of 1.5 tons of material. Additional rental is \$12/day + environmental fees. Excess disposal is billed at \$80/ton.

COMMERCIAL MANAGEMENT SERVICES, LLC
MASTER WASTE AND DISPOSAL SERVICES AGREEMENT
TEMPORARY SERVICE TERMS AND CONDITIONS

Rules and Restrictions

By purchasing services with Commercial Management Systems (Contractor) you agree to the full terms and conditions stated below. You must call 1-800-809-2783 directly to insure cancellation or change to your service. **ACCEPTANCE AND USE OF THE CONTAINER CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

Waste Material

Customer represents and warrants that the materials placed in the equipment shall be “waste material” as defined herein and shall contain no other substances. The term “waste material” as used in these Terms and Conditions shall mean all solid waste (including recyclable materials) generated by the customer and specifically excludes, and Customer agrees not to deposit in Contractor’s equipment or place for collection by Contractor any appliance with Freon, tires, paints, liquids, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations (Excluded Waste). The term “hazardous material” shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended or applicable by law. **TITLE TO AND LIABILITY FOR ANY EXCLUDED WASTED SHALL REMAIN WITH THE CUSTOMER AND CUSTOMER EXPRESSLY AGREES TO DEFEND, IDEMNIFY AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL DAMAGES, PENALTIES, FINES AND LIABILITIES ARISING OUT OF SUCH EXCLUDED WASTE ABOVE.**

Charges and Payments

Customer shall pay Contractor for the collection and disposal provided by Contractor including any digout, relocation, rental, blocked container and/or excess disposal charges levied, but not prepaid by Customer in accordance with the schedule of charges as outlined on the Order Summary attached to and made part of these Terms and Conditions. For all amounts billed and not paid in advanced, Customer shall make payment within ten (10) days after date of an invoice from Contractor. Contractor may impose, and Customer agrees to pay, a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. In the event that any payment is not made when due, Contractor may, at his sole option, terminate services, recover all past due amounts and recover any equipment from the premises. Contractor reserves the right to charge a fee no greater than that allowed by law on all Customers checks returned for insufficient funds.

Credit Card Customers

Credit Card Customers are charged for services at the time an order is placed. **CHARGES FOR THE INITIAL SERVICE MAY NOT BE THE ONLY CHARGES THAT A CUSTOMER IS RESPONSIBLE FOR ULTIMATELY. CUSTOMER AUTHORIZES CONTRACTOR TO CHARGE THEIR CREDIT CARD FOR ANY AND ALL WORK DONE ON THEIR BEHALF AND AGREE TO BE RESPONSIBLE FOR PAYMENT OF ALL BILLS RELATED TO SUCH WORK, IN ACCORDANCE WITH THE STATED TERMS AND CONDITIONS.** Please read through this agreement carefully as you may be liable for additional charges due to a number of factors, such as: exceeding the contracted weight limit; repeat trips to retrieve a container; contamination, and other liabilities cited within this agreement. **CREDIT CARD CUSTOMERS AGREE TO PAY ANY OVERWEIGHT CHARGES (DISPOSAL ABOVE CONTAINER’S DESIGNATED WEIGHT LIMIT) AND/OR ANY OTHER ADDITIONAL CHARGES THAT ARISE OUT OF THIS AGREEMENT, AND AUTHORIZE BILLING FOR THESE CHARGES AT THE RATES INDICATED ON THE ORDER SUMMARY.**

Driveways and Parking Areas

Customer warrants that any right of way provided by Customer for Contractor's equipment is sufficient to bear the weight of all Contractor's equipment and vehicles reasonably required to perform the services herein contracted. Contractor shall not be responsible for damage to any private driving surface, pavement or accompanying sub-surface of any route reasonably necessary to perform the service herein being contracted and Customer assumes all liabilities for damage to driving surface, pavement or road services and entire container placement site.

Equipment

The equipment furnished hereunder by Contractor shall remain the property of Contractor; however Customer acknowledges that they have care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except normal wear and tear or damage resulting from Contractor's handling of the equipment) and for its content. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damages to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled pick up day. If the equipment is inaccessible so that the schedule pick up cannot be made, Contractor will notify the Customer and afford the Customer an opportunity to provide the required access. Contractor reserves the right to charge an additional fee if a return trip is required. Leaving a site unattended does not excuse liability or charges for contamination or overages.

Additional Charges

Every contracted dumpster rental includes both a disposal allowance (noted on the order confirmation and initial invoice) and a rental period of seven (7) days. After the final removal of a container, or the interim removal of multiple containers at one location, a weight will be recorded when it is taken to a disposal facility and emptied. Weighing the container is done on a scale. The weight of the refuse is determined by subtracting the weight of the container and of the truck from the total weight registered when the truck passes over the scale. At the point the weight of the refuse is reported to Commercial Management Systems, an additional invoice will be generated for any excess weight over the allowed allowance. If the container has not exceeded the initial disposal allowance and the container was not held longer than the 7-day rental period, no additional charges will result. Please refer to the attached order summary for a listing of additional charges you may be liable for.

Cancellation or Changes

If the customer would like to cancel the order, they must do so by calling our customer service department during our Normal Business Hours (Monday – Friday, 8AM – 5PM EST, excluding Holidays) at 1-800-809-2783. Cancellations attempted after 5:00PM, during weekends and major holidays are not recognized until the next BUSINESS DAY. Cancellations confirmed within (1) business day of the scheduled delivery date will result in a minimum fee of \$125.00. Cancellations made after the container has been dispatched will result in additional fees, including, but not limited to: trip cost, fuel fees, tolls and any other costs incurred by Contractor as a result of the disruption.

Collection Costs

In the event Customer fails to pay Contractor all amounts which become due under this Agreement, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such failure to pay, including to the extent permitted by law, reasonable attorney fees.

Unacceptable Material

****Containers will not be removed from site if any of these materials are found****

Appliances containing Freon	Motor Oil	Hydraulic Oil	Petroleum Products
Gasoline/Diesel Fuel	Pool Cleaning Agents	Medical Waste	Paints
Radioactive Waste	Fertilizers	Fluorescent Light Bulbs	
Oxidizing Agents	Tires	Asbestos	

Materials that have Additional Charges if Found in Container

Mattresses/ Box Springs	Tires	Appliances	TV/ Computer Monitors
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Materials that create Potential Danger by virtue of their Weight

Dirt	Rock	Roofing	Concrete
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****Recommended size Dumpster for these types of materials would be a 10yd container; If 20yd is the only size available please only fill halfway full****

For any questions please call our toll free number at 800-809-2783

Agreed and Accepted:

Customer: _____
Company

Print Representative Name

Title

Signature

Date

CMS QUOTATION

From: [Colette Fuller](#)
To: [Jamie Sanchez](#)
Subject: FW: Re:
Date: Tuesday, January 24, 2023 12:51:37 PM
Attachments: [image003.png](#)
[image001.png](#)

Read below I am looking now for a dumpster.

Colette Fuller, LCAM
<mailto:cfuller@accessdifference.com>
Community Association Manager - Tampa Office
O: 813.421.9898
cfuller@accessdifference.com

Access Management
5322 Primrose Lake Circle, Suite C
Tampa, FL 33647 <mailto:cfuller@accessdifference.com>
www.accessdifference.com



You can now text 689.207.5549 to reach our new AI Assistant 7 days a week to help answer all your HOA questions. Give it a try today!

From: Ken Smith <h2poolservices@gmail.com>
Sent: Tuesday, January 24, 2023 12:45 PM
To: Colette Fuller <cfuller@accessdifference.com>
Subject: Re:

Good afternoon Colette,

For the past several years, we have been asked to put the garbage from the amenity in the construction dumpsters in the neighborhood. I mentioned several months back in an email on Dec. 21st that construction is completed and there's not a dumpster available. We need to have something in place for garbage especially when things warm up. You might even want to explore putting a couple of garbage receptacles from the city on site and we can put them to the curb on days there's trash pick up in the community.

Kenneth P. Smith | CEO & President
[941-350-3193](tel:941-350-3193) ken@h2lagoonsolutions.com
www.h2lagoonsolutions.com

On Tue, Jan 24, 2023 at 10:26 AM Colette Fuller <cfuller@accessdifference.com> wrote:

Can you tell me where the trash is dumped?

Another question that came up from a CDD Board Member, Does H2O Pools dispose of the trash themselves? Or are we supposed to provide a dumpster for their disposal? If so, please find out:

Thank you,

Colette Fuller, LCAM



<mailto:cfuller@accessdifference.com>

Community Association Manager - Tampa Office

O: 813.421.9898

cfuller@accessdifference.com

Access Management

5322 Primrose Lake Circle, Suite C

Tampa, FL 33647 <mailto:cfuller@accessdifference.com>

www.accessdifference.com



You can now text 689.207.5549 to reach our new AI Assistant 7 days a week to help answer all your HOA questions. Give it a try today!

SILVERADO
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
DIV

SILVERADO COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

¹Zephyrhills Train Depot Museum, 39110 South Avenue (Depot Park), Zephyrhills, Florida 33542

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2022 CANCELED	Regular Meeting	10:00 AM
November 29, 2022*	Landowners' Meeting & Regular Meeting	10:00 AM
January 27, 2023 <i>rescheduled to January 26, 2023</i>	Regular Meeting	10:00 AM
January 26, 2023¹	Regular Meeting	6:00 PM
February 24 2023 <i>rescheduled to February 23, 2023</i>	Regular Meeting	10:00 AM
February 23, 2023¹	Regular Meeting	6:00 PM
March 24, 2023 <i>rescheduled to March 23, 2023</i>	Regular Meeting	10:00 AM
March 23, 2023¹	Regular Meeting	6:00 PM
April 28, 2023 <i>rescheduled to April 27, 2023</i>	Regular Meeting	10:00 AM
April 27, 2023	Regular Meeting	6:00 PM
May 26, 2023 <i>rescheduled to May 25, 2023</i>	Regular Meeting	10:00 AM
May 25, 2023	Regular Meeting	6:00 PM
June 23, 2023 <i>rescheduled to June 22, 2023</i>	Regular Meeting	10:00 AM
June 22, 2023	Regular Meeting	6:00 PM

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

Exceptions:

**November meeting date changed to accommodate Thanksgiving Holiday*

SILVERADO

COMMUNITY DEVELOPMENT DISTRICT

14

CDD Proposed Projects	Thad	Emilio	Michael	Lee	Martha
Expand clubhouse parking / turn in area	✓	✓	✓		
Covered & lighted mailboxes	✓	✓	✓		
Better lighting at front entrance	✓	✓	✓		
Fountains in major ponds			✓	✓	
Move playground / additional play area		✓	✓		
Area for community gatherings	✓				
Clubhouse for game nights/gatherings			✓		
Music system at Clubhouse			✓		
Gym with juice bar			✓		
Motion sensor lighting at pool/bathroom		✓			
Splash pad area for little kids at pool		✓			
Ball hockey/Basketball/Tennis Courts			✓		
Solar panels at Clubhouse			✓		
Heat the pool (with solar energy maybe)			✓		
Pool Handicap Chair Lift		✓			
Front entrance banner for graduates	✓				
Community Garage Sale	✓				
Bulletin Board near mailboxes		✓			
Dog park usefulness, remove fencing				✓	
ATV/Golf Carts on CDD roads		✓			
Traffic lines re-paint (front entrance)		✓			
Double yellow lines painted along SR Blvd		✓			
ZPD traffic enforcement		✓			