

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

May 1, 2023

BOARD OF SUPERVISORS PUBLIC HEARINGS AND REGULAR MEETING AGENDA

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

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

April 24, 2023

Board of Supervisors
Silverlake Community Development District

Dear Board Members:

The Board of Supervisors of the Silverlake Community Development District will hold Public Hearings and a Regular Meeting on May 1, 2023 at 5:00 p.m., at the Mackay Gardens and Lakeside Preserve, 945 Mackay Blvd., Lake Alfred, Florida 33850. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor Max Law [SEAT 4] *(the following will be provided in a separate package)*
 - 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
4. Acceptance of Resignation of Marc Ferlita [SEAT 5]; *Term Expires November 2024*
 - A. Consider Appointment to Fill Unexpired Term of Seat 5
 - Administration of Oath of Office
 - B. Consideration of Resolution 2023-43, Designating Certain Officers of the District, and Providing for an Effective Date
5. Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes

ATTENDEES:

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

- A. Affidavits of Publication
 - B. Consideration of Resolution 2023-39, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date
6. Consideration of Resolution 2023-42, Ratifying, Confirming, and Approving the Sale of the Silverlake Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Silverlake Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Responses to Request for Proposals (RFP) for Annual Audit Services
- A. Affidavit of Publication
 - B. RFP Package
 - C. Respondents:
 - I. Berger, Toombs, Elam, Gaines & Frank
 - II. Carr, Riggs & Ingram, LLC
 - III. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking
 - E. Award of Contract
8. Public Hearing to Hear Public Comments and Objections to the Policies and Rates Regarding District Amenity Facilities, Pursuant to Sections 120.54 and 190.035, Florida Statutes
- A. Affidavits of Publication
 - B. Consideration of Resolution 2023-41, Adopting Amenity Rates and Suspension and Termination Policies; Providing a Severability Clause; and Providing an Effective Date
9. Consideration of Resolution 2023-44, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

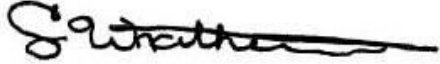
10. Consideration of Resolution 2023-45, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date
11. Consideration of Highland Community Management, LLC, Field Operations Agreement
12. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
13. Ratification of Acquisition of the Phase 1 and Offsite Improvements
14. Consideration of Resolution 2023-07, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
15. Consideration of Resolution 2023-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
16. Acceptance of Unaudited Financial Statements as of March 31, 2023
17. Approval of February 6, 2023 Public Hearings and Regular Meeting Minutes
18. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Colliers Engineering & Design*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - ___ Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: TBD @ 5:00 PM
 - QUORUM CHECK

SEAT 1	BRADY LEFERE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	RAY APONTE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	KAT DIGGS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	MAX LAW	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	MARC FERLITA	☐ IN PERSON	☐ PHONE	☐ NO
19. Board Members' Comments/Requests
20. Public Comments

21. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

4

NOTICE OF INTENT TO DECLINE ELECTION TO BOARD

To: Board of Supervisors
Silverlake Community Development District
Attn: Craig Wrathell/Kristen Suit, District Managers
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: DocuSigned by:
Marc Ferlita
AAC1E48B44144F4...
Printed Name

Date: 4/27/2023
Date

I hereby decline the election to the Board of Supervisors of the *Silverlake Community Development District*. My tendered Notice of Intent to Decline the Election to the Board to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

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

DocuSigned by:
Marc Ferlita
AAC1E48B44144F4...
Signature

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2023-43

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS
OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Kristen Suit is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 1st day of May, 2023.

ATTEST:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

5A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Silverlake Community Development District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

03/30/2023

and that the fees charged are legal.
Sworn to and subscribed before on 03/30/2023



Legal Clerk



Notary, State of WI, County of Brown

3/7/27

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KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF RULE DEVELOPMENT BY THE
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
In accord with Chapters 120 and 190, Florida Statutes, the Silverlake Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District and of its intention to develop its proposed Amenity Facilities Rules, Policies and Fees ("Amenities Rules").

Rules of Procedure
The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.01(5), 190.01(15) and 190.03, Florida Statutes (2022). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 187.053, 187.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2022).

Amenities Rules
The Amenities Rules are intended to: (i) establish rules, policies and fees imposed on persons desiring to utilize the District's amenity facilities and services who are residents and non-residents of the District; (ii) develop rules relating to the suspension and/or termination of privileges relating to the use of the District's amenity facilities and services; and (iii) establish violation and penalty policies.

The purpose and effect of the Amenities Rules is to provide for efficient and effective District operations of the District's amenity facilities and services and other properties by setting policies and regulations to implement the provisions of Section 190.03, Florida Statutes. General legal authority for the District to adopt the proposed Amenities Rules, Policies and Fees include Chapters 120 and 190, Florida Statutes (2022), as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, 190.041, 120.54, 120.69 and 120.81, Florida Statutes (2022), as amended. Specific laws implemented for the rule includes Sections 190.025, 190.011, 190.012, 120.54, 120.69 and 120.81, Florida Statutes (2022).

Copies of the proposed Rules of Procedure and the proposed Amenities Rules may be obtained by contacting the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-9010.

District Manager
3/30/23 8623887

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Silverlake Community Development District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

03/31/2023

and that the fees charged are legal.
Sworn to and subscribed before on 03/31/2023



Legal Clerk


Notary, State of WI, County of Brown
3/7/27

My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF RULEMAKING
REGARDING THE RULES OF
PROCEDURE AND AMENITY
FACILITIES RULES, POLICIES
AND FEES OF THE

SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT
Public hearings will be conducted by
the Board of Supervisors of the
Silverlake Community Development
District ("District") on May 1, 2023
at 5:00 p.m., at Mackay Gardens
and Lakeside Preserve, 945 Mackay
Blvd., Lake Alfred, Florida 33850.
In accord with Chapters 120 and 190,
Florida Statutes, the District hereby
gives the public notice of its intent
to adopt its proposed Rules of Procedure
and Amenity Facilities Rules,
Policies and Fees ("Amenities
Rules"). The purpose and effect of
the proposed Rules of Procedure is
to provide for efficient and effective
District operations and to ensure
compliance with recent changes to
Florida law. The purpose and effect
of the Amenities Rules is to provide
for efficient and effective operations
of the District's Amenities and other
properties by setting policies and
regulations to implement the provisions
of Section 190.035, Florida
Statutes. Prior notice of rule development
was published in The Ledger
on March 30, 2023.

The Rules of Procedure may
address such areas as the Board of
Supervisors, officers and voting,
district offices, public information
and inspection of records, policies,
public meetings, hearings and work-
shops, rulemaking proceedings and
competitive purchase including
procedure under the Consultants
Competitive Negotiation Act, procedure
regarding auditor selection,
purchase of insurance, pre-qualifica-
tion, construction contracts, goods,
supplies and materials, maintenance
services, contractual services and
protests with respect to proceedings,
as well as any other area of the
general operation of the District.

The Amenities Rules are intended
to: (i) establish rules, policies and
fees imposed on persons desiring to
utilize the District's amenity facilities
and services who are residents
and non-residents of the District;
(ii) develop rules relating to the
suspension and/or termination of
privileges relating to the use of the
District's amenity facilities and
services; and (iii) establish viola-
tion and penalty policies.

Specific legal authority for the adop-
tion of the proposed Rules of Procedure
includes Sections 190.011(5),
190.011(15) and 190.035, Florida
Statutes (2022). The specific laws
implemented in the Rules of Procedure
include, but are not limited to,
Sections 112.08, 112.3143, 112.31446,
112.3145, 119.07, 119.0701, 189.053,
189.069(2)(a)16, 190.006, 190.007,
190.008, 190.011(3), 190.011(5),
190.011(15), 190.033, 190.035, 218.33,
218.391, 255.05, 255.0516, 255.0525,
255.20, 286.0105, 286.011, 286.0113,
286.0114, 287.017, 287.055 and 287.084,
Florida Statutes (2022). General
legal authority for the District to
adopt the proposed Amenities Rules
include Chapters 120 and 190,
Florida Statutes (2022), as amended,
and specific legal authority includes
Sections 190.035(2), 190.011(5),
190.012(3), 190.035, 190.041, 120.54,
120.69 and 120.81, Florida Statutes
(2022), as amended. Specific laws
implemented for the rule includes
Sections 190.035, 190.011, 190.012,
120.54, 120.69 and 120.81, Florida
Statutes (2022).

Copies of the proposed Rules of
Procedure and the proposed Amenities
Rules may be obtained by
contacting the District Manager's
Office at Wrathell, Hunt & Associates,
LLC, 2300 Glades Road, Suite
410W, Boca Raton, Florida 33431,
(561) 571-0010.

Any person who wishes to provide
the District with a proposal for a
lower cost regulatory alternative as
provided by Section 120.54(1),
Florida Statutes, must do so in writ-
ing within twenty one (21) days
after publication of this notice to the
District Manager's Office.

This public hearing may be contin-
ued to a date, time, and place to be
specified on the record at the hear-
ing without additional notice. If
anyone chooses to appeal any deci-
sion of the Board with respect to any
matter considered at a public hear-
ing, such person will need a record
of the proceedings and should
accordingly ensure that a verbatim
record of the proceedings is made
which includes the testimony and
evidence upon which such appeal is
to be based. At the hearing, staff or
Supervisors may participate in the
public hearing by speaker telephone.
Pursuant to the provisions of the
Americans with Disabilities Act, any
person requiring special accommoda-
tions at this meeting because of a
disability or physical impairment
should contact the District
Manager's Office at least forty-eight
(48) hours prior to the meeting. If
you are hearing or speech impaired,
please contact the Florida Relay
Service at 1-800-955-8771 or 1-800-955-
8770 for aid in contacting the
District Office.

Silverlake Community Development
District
District Manager
3/31/23 8624030

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2023-39

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

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

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

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

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

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

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

PASSED AND ADOPTED this 1st day of May, 2023.

ATTEST:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF MAY 1, 2023

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

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

previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

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

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

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

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

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person

making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provided in Chapter 50, Florida Statutes, and such notice published consistent with Chapter 50 shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 561-571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager

1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

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

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the

District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

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

Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)15, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

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

Rule 2.0 Rulemaking Proceedings.

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

twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

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

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

Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

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

(11) Petitions to Challenge Existing Rules.

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods,

hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.

- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

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

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

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

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

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

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

- (i) Ability of personnel;
- (ii) Experience;
- (iii) Ability to furnish the required services; and
- (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the

county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

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

- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to

award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an

adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative

is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

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

constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

- d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.9 Maintenance Services.

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

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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the

purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective May 1, 2023 except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2023-42

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA ONE); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2023 (Assessment Area One), in the par amount of \$3,800,000 ("Series 2023 Bonds"); and

WHEREAS, the District closed on the sale of the Series 2023 Bonds on March 24, 2023; and

WHEREAS, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents ("Closing Documents"); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2023 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2023 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and

affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 1st day of May, 2023.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

7A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Silverlake Community Development District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

03/30/2023

and that the fees charged are legal.

Sworn to and subscribed before on 03/30/2023



Legal Clerk

Notary, State of WI, County of Brown

3/7/27

My commission expires

Publication Cost: \$287.40

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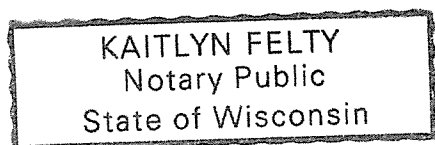
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SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Silverlake Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Polk County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Silverlake Community Development District." Proposals must be received by 12:00 p.m. on April 14, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager
3/30/23 8623916

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

7B

**SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

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District Manager

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2023

Polk County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than April 14, 2023 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. 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. 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.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. 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.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Silverlake Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. 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.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. 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.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. 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 (including Saturday, Sunday, and state holidays) 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 the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

1. Ability of Personnel. (20 Points)

2. Proposer's Experience. (20 Points)

3. Understanding of Scope of Work. (20 Points)

4. Ability to Furnish the Required Services. (20 Points)

5. Price. (20 Points)***

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

7ci

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

April 14, 2023

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

April 14, 2023

Silverlake Community Development District
Wrathell Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Silverlake Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Silverlake Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Silverlake Community Development District
April 14, 2023

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Silverlake Community Development District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	5
Principals (CPA)	1
Managers (CPA)	1
Senior/Supervisor Accountants (2 CPA's)	3
Staff Accountants (1 CPA)	7
Computer Specialist	1
Paraprofessional	6
Administrative	<u>4</u>
Total – all personnel	28

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Silverlake Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 69 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 900 community development districts, and over 1,800 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Port of the Islands Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District	Vizcaya in Kendall Development District
TSR Community Development District	Waterset North Community Development District
Turnbull Creek Community Development District	Westside Community Development District
Twin Creeks North Community Development District	WildBlue Community Development District
Urban Orlando Community Development District	Willow Creek Community Development District
Verano #2 Community Development District	Willow Hammock Community Development District
Viera East Community Development District	Winston Trails Community Development District
VillaMar Community Development District	Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Treasure Coast Food Bank, Inc.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,750 for the year ended September 30, 2023, with annual renewals if agreed upon by both parties. Our fee for the year ended September 30, 2023 with bond issuances will be \$4,300. The fee is contingent upon the financial records and accounting systems of Silverlake Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Silverlake Community Development District as of September 30, 2023. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 41 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience
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J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ♦ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Accounting and Audit Principal – 18 years

Accounting and Audit Manager – 4 years

Staff Accountant – 11 years

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharos (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Accounting and Audit Principal

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 30 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)

Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:

The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Senior Staff Accountant – 10 years

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Paul Daly

Staff Accountant – 9 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Melissa Marlin, CPA

Senior Staff Accountant – 9 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Bryan Snyder

Staff Accountant – 8 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Maritza Stonebraker, CPA

Senior Accountant – 7 years

Education

- ♦ Indian River State College, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ♦ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Jonathan Herman, CPA

Senior Staff Accountant – 9 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Sean Stanton, CPA

Staff Accountant – 5 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Tifanee Terrell

Staff Accountant – 2 years

Education

- ♦ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ♦ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ♦ Ms. Terrell is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Dylan Dixon

Staff Accountant – 1 year

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon is currently pursuing a bachelor's degree in Accounting.
- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Dixon is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Maurice Wally
Staff Accountant

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Wally is currently enrolled at Indian River State College and will complete his degree in December 2022.
- ◆ Mr. Wally participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Wally is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Brennen Moore

Staff Accountant

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Moore is currently enrolled at Indian River State College and will complete his bachelor's degree in spring of 2023.
- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Moore is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Jordan Wood

Staff Accountant

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)



**SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

District Auditing Services for Fiscal Year 2023
Polk County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than April 14, 2023 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. 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. 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.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. 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.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Silverlake Community Development District" on the face of it. Please include pricing for each additional bond issuance.

SECTION 6. 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.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. 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.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. 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 (including Saturday, Sunday, and state holidays) 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 the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

7CII



Professional Services Proposal for Silverlake Community Development District

April 14, 2023

Proposer

Carr, Riggs & Ingram CPAs and Advisors
500 Grand Boulevard, Suite 210
Miramar Beach, FL 32550
Phone: 850.837.3141
Fax: 850.654.4619

Submitted by

K. Alan Jowers
Engagement Partner
AJowers@CRLcpa.com



CRI CARR
RIGGS &
INGRAM

CPAs and Advisors

CRLcpa.com

Dear Silverlake Community Development District:

Carr, Riggs & Ingram, LLC (CRI) appreciates the opportunity to propose on auditing services to Silverlake Community Development District. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. We pride ourselves on getting to know our clients and illuminating solutions by providing innovative ideas to move them from compliance to providing them a competitive advantage.

Investment in You. We believe in developing long-term, mutually beneficial relationships and quickly demonstrating value with a fee structure and service solutions that provide immediate and continued savings. Our investment starts on “Day 1” as your assigned team begins with our proven, streamlined process that minimizes your time and disruption during the service provider change and continues throughout the relationship.

Dedicated Team. CRI’s team consists of more than 2,000 professionals, which allows us to tailor your service team by aligning their industry, service, and specialty skills with your needs. Our dedicated teams deliver the highest level of business acumen and knowledge to your organization; our commitment to consistent staffing allows you to maximize savings and remain focused on your needs.

Equilibrium. CRI delivers big firm expertise with small firm service. Of approximately 46,000 public accounting firms in the United States, CRI currently ranks in the top 25. Additionally, as a part of PrimeGlobal, an association of independent accounting firms, we have access to international resources as – and when – needed. Leveraging these resources while maintaining local decision-making authority means that simplified solutions are only a phone call away. And we believe that’s the best of both worlds for our clients.

Active Partner Participation. Collectively, our partners deliver expertise derived from more than 7,500 years of business experience. With this level of talent, we thoughtfully choose a partner that aligns with your business’ needs and industry. Our hands-on, working partners “show up” to convey our genuine commitment to your success. They strive to earn trusted advisor roles by digging in, proactively learning your business, and producing long-term value for you.

Simplified Solutions. While our 500+ cumulative partner certifications is an impressive statistic, success is measured by translating complex concepts into client solutions. While accounting is the language of business, we’re here to decipher the jargon and help you make educated decisions. CRInnovate embraces agility and invention.

Our CRI vSTAR™ process provides a transformational approach to client service by encompassing every service we offer in a completely virtual format. Regardless of physical location, our processes are designed to provide clients with increased efficiencies, reduced travel costs, and crisis-proofing for business functions.

We welcome the opportunity to demonstrate to you the same teamwork, expertise, innovation, and responsiveness that have made us one of the fastest growing public accounting firms in the United States. Again, we appreciate your consideration.

Sincerely,



K. Alan Jowers
Engagement Partner
Carr, Riggs & Ingram, LLC

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UNDERSTANDING & MEETING YOUR NEEDS



From the RFP or during our recent visit with your team, we understood your team to express the following needs, requests, and/or issues. We've detailed our proposed solutions below and are happy to discuss other related projects as they arise and upon request.

NEEDS & ISSUES		SOLUTIONS & SERVICES
Technical	The District is required to have independent audits performed on its financial statements.	Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS), in order to express an opinion on the Silverlake Community Development District's financial statements.
Relational	The District's Board of Supervisors and management expect open and continuous communication with their CPA firm in order to avoid surprise findings at the end of the audit.	Communicate contemporaneously and directly with management regarding the results of our procedures. Anticipate and respond to concerns of management and/or the Audit Committee (if/when formed).

YOUR SERVICES AND FEES



We value creating mutually rewarding, long-term relationships with our clients. Our goal is to provide high quality, responsive service that yields returns far greater than your investment in our professional fees. Please find below our proposal of fees to provide the requested services for the upcoming fiscal years.

SERVICE	CRI FEES 2022
Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS)	\$6,000

The above fee quote is based in part on the fact that the District has not yet issued bonds or other debt instruments to finance capital asset acquisition and construction. In the event the District issues such debt instruments or upon construction of major infrastructure additions, the audit fee will increase by an amount of \$4,000 per year for each bond issuance.

If Silverlake Community Development District requests additional services outside of this proposal, professional fee hourly rates are as follows, but may be negotiated depending on the project request:

CLASSIFICATION	HOURLY RATE
Partner	\$325
Manager	\$225
Senior	\$150
Staff	\$110
IT Specialist	\$400
Fraud Specialist	\$400

Our professional fees are based on the key assumptions that Silverlake Community Development District will:

- Ensure that the predecessor's work papers will be made available for timely review, if applicable.
- Make available documents and work papers for review at Silverlake Community Development District's headquarters location, although we may choose to review at alternate locations.
- Prepare certain schedules and analyses and provide supporting documents as requested.
- Assist us in obtaining an understanding of the accounting systems of Silverlake Community Development District.
- Not experience a significant change in business operations or financial reporting standards.

CRI FIRM PROFILE



FOUNDED IN 1997 • **12 STATES**  • **30+ MARKETS**



2,000+
PROFESSIONALS



400+
PARTNERS



TOP 25 CPA FIRM

(as ranked by Accounting Today)

100,000+
CLIENTS



25+ YEARS
OF CONSISTENT GROWTH
SINCE FORMATION

CRI FIRM VALUES:

CLIENT SERVICE.

RESPECT.

INTEGRITY.



SERVICES

Accounting & Auditing
Advisory
Business Support & Transactions
Business Tax
Employee Benefit Plans
Governance, Risk & Assurance
Individual Tax & Planning
IT Audits & Assurance

INDUSTRY EXPERTISE

Captive Insurance
Commercial Real Estate
Construction
Financial Institutions
Governments
Healthcare
Insurance
Manufacturing & Distribution
Nonprofit

CRI FAMILY OF COMPANIES

-  Auditwerx
-  CRI Advanced Analytics
-  CRI Capital Advisors
-  CRI Simple Numbers
-  CRI TPA Services
-  Level Four Advisory Services
-  Paywerx
-  Preferred Legacy Trust



CRI'S GOVERNMENTAL EXPERTISE



Audit and Consulting Services for

500+ governmental
entities with annual revenues
totaling **\$26 Billion**



230+ single audits performed annually

Consulting and other agreed upon
procedures engagements for
150+ government entities



Single Audit Resource Center's
Award for Excellence in Knowledge,
Value, and Overall Client Satisfaction



Member of AICPA's Government
Audit Quality Center



Governmental Partner Designations

Including: CPA, CGFM, CITP, CFE, CMA, CISA,
CGEIT, CTGA, CFF, CGMA, and CGAP

CLIENTS WITH ANNUAL REVENUES UP TO:



80+ School Districts

\$1.1 Billion



110+ Municipalities

\$1.8 Billion



75+ Agencies/Authorities

\$3 Billion

RELEVANT EXPERIENCE



CRI delivers a depth of resources that ensures our understanding of your challenges and innovative solutions for overcoming them. Our team's combined experience is derived from providing audit, tax, consulting, and accounting outsourcing services. We parlay this vast experience and derived best practices into proven solutions that benefit you. Below we share specific, relevant client references; we encourage you to consult with them.

RELATIONSHIP	TIMELINE	SERVICE DESCRIPTION	RELEVANT POINTS TO CONSIDER
Rizzetta & Company Shawn Wildermuth 3434 Colwell Avenue Suite 200 Tampa, FL 33614 813.933.5571	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
GMS, LLC Dave DeNagy 14785 Old St. Augustine Road Suite 4 Jacksonville, FL 32258 904.288.9130	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
Wrathell, Hunt & Associates, LLC Jeffrey Pinder 2300 Glades Road Suite 410W Boca Raton, FL 33431 561.571.0010	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.
PFM Group Consulting, LLC Jennifer Glasgow 12051 Corporate Blvd. Orlando, FL 32817 407.382.3256	2007 – Present	Annual Financial Statement Audits of Multiple CDDs	• Client service experience • Responsiveness to client needs • Long-term relationship • CDD management co.



K. Alan Jowers

Consulting Partner

AJowers@CRlcpa.com

850.337.3213 | Direct



Representative Clients

- Santa Rosa County District School Board
- Okaloosa Gas District
- Santa Rosa Island Authority
- Pasco County
- Okaloosa County District School Board
- Pinellas County School District
- Celebration Community Development District
- Hammock Bay Community Development District
- Amelia National Community Development District

Experience

Alan has over 25 years of experience in public accounting primarily with financial statement assurance engagements. His practice includes local governmental entities, condominium and homeowner associations, non-profit organizations, and nonpublic companies. He currently has direct engagement responsibility for a significant number of audits throughout the state of Florida .

Alan is licensed to practice as a certified public accountant in Florida and Georgia. He is a member of the Board of Directors of the Florida Institute of Certified Public Accountants (FICPA), has been an active member of the FICPA's State and Local Governmental Committee, and is a past chair of its Common Interest Realty Association Committee. He is also active in the Panhandle Chapter of the Florida Governmental Finance Officers Association (FGFOA) and is a former member of the FGFOA's statewide Technical Resource Committee.

Education, Licenses & Certifications

- Masters of Accountancy, University of Alabama
- BS, Accounting, Florida State University
- Certified Public Accountant

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA) - member of the Board of Governors
- Governmental Finance Officers Association (GFOA)
- Florida Governmental Finance Officers Association (FGFOA)



Chad Branson

Consulting Partner

CBranson@CRLcpa.com

850.337.3226 | Direct



Representative Service Areas

- Local Governments including Water and Sewer Organizations and Fire Districts
- School Districts including Foundations
- Nonprofit Organizations

Representative Clients (including previous clients)

- School Districts - Pinellas County, Okaloosa County, Pasco County, Santa Rosa County
- Florida Office of Early Learning Coalition
- Florida Department of Elder Affairs
- Fire Districts -Destin, Ocean City, North Bay
- Utilities - Regional Utilities, Midway Water Systems, Inc., Emerald Coast Utilities Authority
- Escambia County

Experience

Chad Branson has over 20 years of experience in public accounting, with practice concentrations in auditing governmental, nonprofit, and for profit entities. Chad has accumulated experience throughout his career in Federal and Florida Single Audit Acts compliance monitoring and auditing. During his career he has supervised and managed audit engagements for a wide variety of governmental and nonprofit organization clients. In addition, he has performed internal audit work, information technology general controls testing, forensic investigations, and risk assessments for governmental entities.

Chad has been with Carr, Riggs and Ingram, LLC since 2005.

Education, Licenses & Certifications

- Bachelor and Master of Accountancy – University of Mississippi, Oxford MS
- Certified Public Accountant (CPA) – Licensed in Florida and Mississippi
- Community Association Manager (CAM) – Florida
- Certified Information Technology Professional – AICPA

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Emerald Coast Chapter (FICPA) Board
- Florida Governmental Finance Officers Association (FGFOA)



Grace Hartness

Senior Manager

GHartness@CRLcpa.com

850.337.3243 | Direct



Representative Clients

- Community Development Districts
- Condominium and Homeowner Associations
- Utility Services
- School Districts
- County and Local Governments
- Non-Profit Organizations

Experience

Grace has over 15 years accounting and audit experience with CRI. She has worked on several major construction companies, government entities, community development districts, condominium and homeowner associations and non-profit organizations. In addition, she has been involved in special audit projects for the Miami-Dade Airport Authority. Grace is licensed to practice as a certified public accountant in Florida and exceeds all continuing professional education requirements related to Government Auditing Standards. In addition, Grace fluently speaks several languages including French and Arabic. Grace currently supervises engagements for many special districts in the State of Florida including community development districts and school districts. She is active in our firm's condominium and homeowner association practice. Grace started with CRI in August 2006, upon completion of her master's degree, and was promoted to manager in 2011.

Education, Licenses & Certifications

- MAcc, Accounting, University of West Florida
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)



Lauren Villarreal

Senior Manager

LVillarreal@CRLcpa.com

850.337.3223 | Direct



Representative Service Areas

- Community Development Districts
- Condominium and Homeowner Associations
- Employee Benefit Plans
- County and Local Governments
- Non-Profit Organizations

Experience

Lauren has six years auditing and accounting experience in the Destin office of CRI. She is an audit senior manager with primary responsibility for fieldwork and reporting on audits of clients in a variety of industries including local governmental and non-profit entities as well as employee benefit plans and commercial businesses. She is currently the in-charge auditor for over two dozen community development districts with several CDD management companies in the State of Florida.

Lauren is licensed to practice as a Certified Public Accountant in Florida. She is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. She exceeds all continuing professional education requirements related to Government Auditing Standards.

Lauren currently supervises engagements for many governmental entities in the State of Florida including community development districts and other special governments. She is active in our firm's governmental industry line as well as the condominium and homeowner association practice. In addition, Lauren has accumulated experience in Federal and Florida Single Audit Acts compliance monitoring and auditing. Lauren has performed several single audits of federal grants under OMB Circular A-133.

Education, Licenses & Certifications

- BS, Accounting, Florida State University
- BS, Business Administration, Florida State University
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)



AUDIT METHODOLOGY

Our audit, tax, consulting, and client accounting services documentation is maintained electronically. Compliance with our methodology is regularly reviewed and evaluated as part of our internal quality program, which is further discussed in this section under **INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS**. Comprehensive policies and procedures governing all of our practices and addressing professional and regulatory standards and implementation issues are constantly updated for new professional developments and emerging issues. See the table of contents to identify the relevant audit approach and methodology detailed description section.

ENGAGEMENT QUALITY REVIEW PARTNER (CONCURRING PARTNER)

Audit engagements are assigned engagement quality review (EQR) partner, as appropriate. This role is one of the most important elements of our quality assurance process, as it provides for a timely, independent review of key accounting and auditing issues. The EQR partner also reviews the financial statements and related supporting documentation—including the disclosures—to evaluate their fair presentation under accounting principles generally accepted in the United States of America (GAAP).

INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS

Experienced partners and professional staff of our firm conduct quality control reviews of our audits. Our partners' work is reviewed annually, and the inspection process includes periodic testing of the effectiveness of our quality controls and a continuous improvement program. This risk-based annual inspection is intended to mimic the triennial peer review described in the following paragraph and are performed on completed engagements. In addition to this inspection, we perform in-process, "pre-issuance" reviews of partners' work that are chosen for using a risk-based selection process; these reviews are performed by our corporate quality control team. The combination of the in-process and completed engagements is part of our continuous improvement processes.

Peer reviews are performed every three years by another independent public accounting firm. The most recent review of our firm was performed in 2022 by Brown Edwards, whose report was the most favorable possible "Pass."

In addition, we are registered with the PCAOB and our 2021 PCAOB inspection report was also the most favorable possible—no audit deficiencies or quality control defects identified.

The 2021 PCAOB report can be viewed at https://pcaob-assets.azureedge.net/pcaob-dev/docs/default-source/inspections/reports/documents/104-2022-150-carr-riggs.pdf?sfvrsn=2a077f2f_2.



SHARING CRI'S VALUES WITH YOU

We are proud of our hands-on, service-centric, and results-oriented approach. Combining that approach with quality controls and superior talent allows us to help you achieve your goals and strengthen your management systems and processes. This approach is further emphasized through our three core values which guide our team's behavior and function as the foundation for interactions with our clients and each other.



CLIENT SERVICE

Defining our brand by meeting or exceeding the highest expectations of our clients

RESPECT

Building productive, long-term relationships with each other that are based on mutual respect, trust, and sharing

INTEGRITY

Living with sincerity, transparency, and honesty

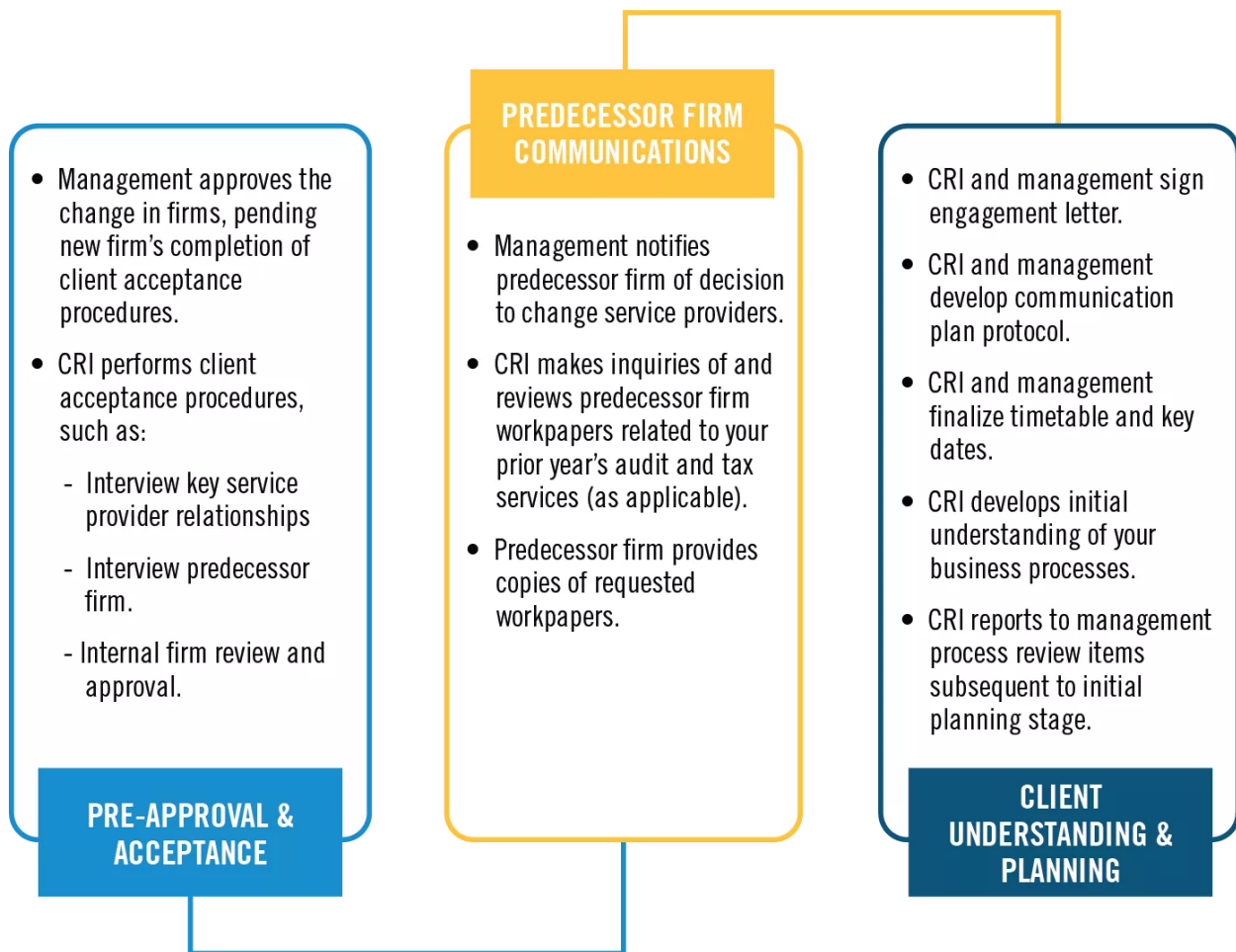
TRANSITIONING YOU



When choosing to change firms, the time involved in working with new accounting professionals is often a concern. CRI's well-defined efficient, seamless transition process is designed to:

- Provide you with value from the very first encounter,
- Avoid interruption of service,
- Minimize disruption and investment of management's time,
- Raise the standard of service, and
- Establish ongoing channels of communication with Silverlake Community Development District's management.

The transition plan is comprised of the following key activities and can occur within approximately two weeks, depending on the availability of the parties involved:





CRI'S GLOBAL RESOURCES

Many businesses are expanding and/or evaluating their global reach, and they require assistance in order to comprehensively consider the various financial implications of growing in international markets. In addition to CRI's internal resources, we deliver the expertise and support of some of the world's most highly regarded accounting firms through shared alliance as members of PrimeGlobal.

WHO IS PRIMEGLOBAL?



HOW OUR PRIMEGLOBAL MEMBERS CAN BENEFIT YOU

We supplement our in-depth, industry knowledge and specialized services through our collaborations with other PrimeGlobal firms to help you evaluate your options globally. CRI's goal is to provide you with the information you need to make well-informed, smart business decisions.

4 KEY BENEFITS TO CRI CLIENTS FROM OUR PRIMEGLOBAL MEMBERSHIP

- 1**

SOLUTIONS
that are worldwide and world-class.
- 2**

ACCESSIBILITY
to knowledge and resources of statutory, regulatory, and compliance requirements throughout the world.
- 3**

DECISION MAKING
with the support of local connections and cultural understanding throughout regions of the world.
- 4**

SINGLE POINT OF CONTACT
CRI's team serves as your contact for each engagement, and we project manage across the entire team - including other PrimeGlobal firms and specialists.

JOIN OUR CONVERSATION



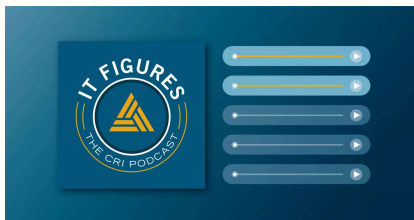
We know that some information that makes perfect sense to a CPA may not be as clear to our clients. Therefore, we produce original content in the form of articles, videos, white papers, webinars, and more to provide timely, down-to-earth translations of complex subjects. We publish this original content on CRIcpa.com and across all our many social channels.

FOLLOW CRI ON SOCIAL MEDIA @CRICPA



SUBSCRIBE TO THE CRI E-NEWSLETTER

CRICPA.COM/NEWSLETTER-SIGNUP



IT FIGURES: THE CRI PODCAST

Created to provide insight into the latest developments and regulations in the accounting and finance space, It Figures is an accounting and advisory focused podcast for business and organization leaders, entrepreneurs, and anyone who is looking to go beyond the status quo.

Listen on Apple Podcasts, Spotify, iHeart Radio, and more.
itfigurespodcast.com



CRI'S CEO ACTION FOR DIVERSITY AND INCLUSION

Carr, Riggs & Ingram is committed to fostering an inclusive and diverse place for all employees to work in and engage. When our managing partner and chairman, Bill Carr, signed the CEO Action for Diversity & Inclusion™ pledge, he made a public commitment to building a productive, diverse, and inclusive workplace. [Learn more about CRI's commitment to Diversity and Inclusion.](#)



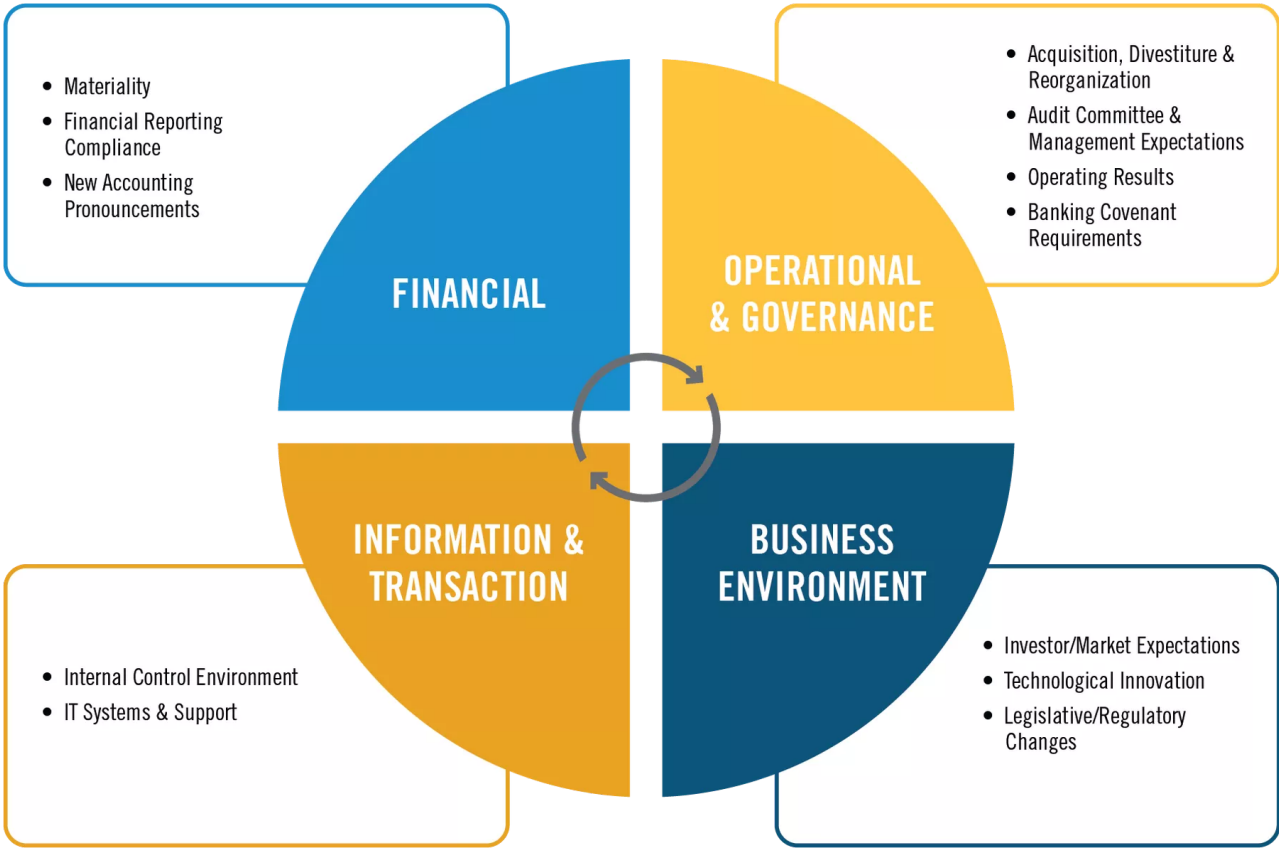
CRI AUDIT FRAMEWORK

Our proposed services require a coordinated effort between us and Silverlake Community Development District's team. Planning and continual communication are essential to developing the appropriate procedures, working collaboratively to resolve any identified issues, and meeting your timelines.

CRI's audit approach occurs within a framework of our client's business and industry; therefore, we assess risk by:

- Understanding management's perspectives and goals, and
- Considering business conditions and threats that could prevent management from achieving its business objectives.

We assess risks in the following areas:



CRI AUDIT FRAMEWORK



Our ultimate intent is to drill down from these broad risks to specific financial reporting risks. We understand both these risks and management's processes and procedures for mitigating them (i.e. internal controls) in order to develop our procedures to carry out our audit responsibilities.

Although our audits are conducted through a structured, risk-based model, we focus on understanding the client's needs, requirements, and expectations. We work collaboratively with management and the Audit Committee (or similar function) to develop a communication and work plan to continuously improve client service, by doing so we help in moving your team from simple compliance to providing you with a competitive advantage.

In planning, we concentrate on "key risks," (items with a greater risk of a material misstatement, a material weakness in internal controls, or other matters resulting in the issuance of an inappropriate audit report). We focus on "material" items (i.e. those items that would be important to the user of your financial statements). When evaluating materiality of identified misstatements, certain quantitative and qualitative factors must be considered—which may include:

- Impact on operating trends (revenue/income, expenses, net income, etc).
- Nature of the misstatement (i.e., did the misstatement result from an unlawful transaction?).
- Impact on liquidity, capital/surplus, earnings capacity, etc.
- Impact to loan covenants and contractual and regulatory requirements.

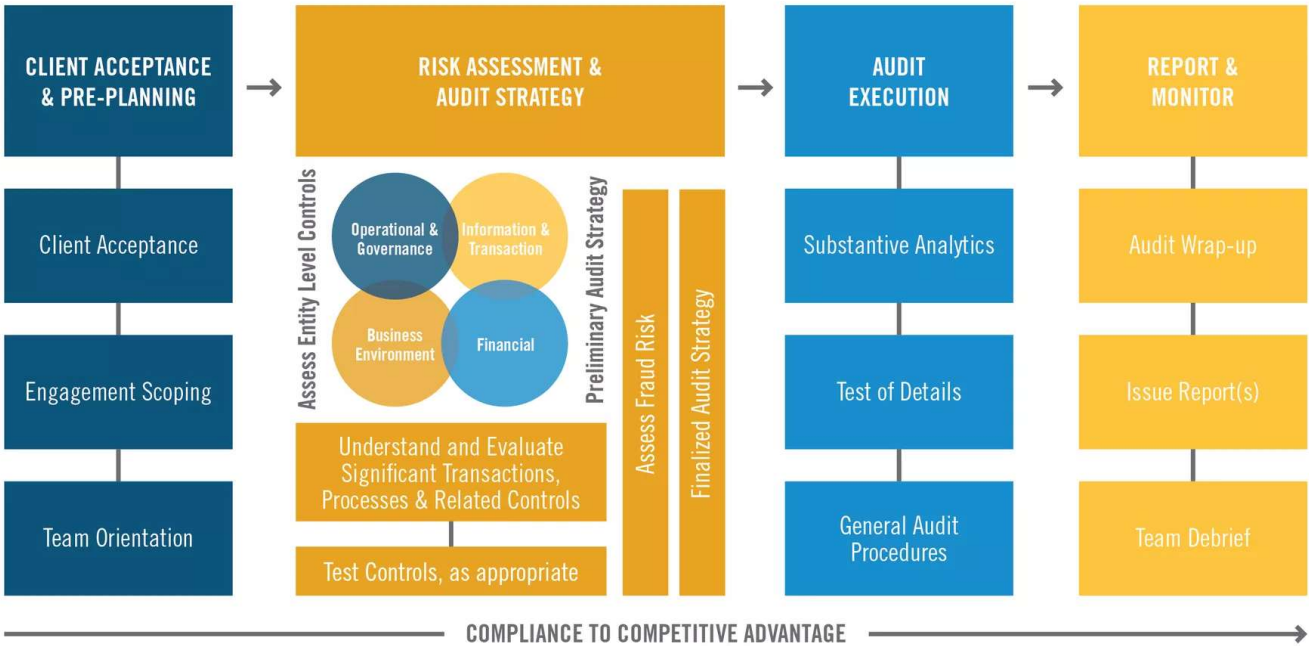
Consistent communication is a key to completion of the audit. By ensuring constant involvement, we are in a better position to respond to your issues timely and efficiently. Therefore, we plan to meet with your management to:

- Set-up the audit by reviewing the mapping of Silverlake Community Development District's financial information (financial statements and notes) to significant processes and IT systems to ensure that all significant account balances, transactions, procedures, and systems are tested as deemed necessary.
- Discuss ongoing changes—specifically new accounting pronouncements and key business transactions in their early stages, enabling us to agree on the resolution of various complex business issues on a timely basis.



CRI AUDIT APPROACH

Our audit approach is a four stage approach, as depicted in the summary below. Our client acceptance and risk assessment procedures occur during detailed conversations and observations with your team. The results of those procedures allow us to tailor an audit program to your specific risks and needs. We then execute the audit, report the results, and evaluate continuous improvement opportunities for ongoing service and benefit to you.





STAGE 1: CLIENT ACCEPTANCE & PRE-PLANNING

- Perform client acceptance procedures.
- Collaborate with management to agree to expectations and scope.
- Assign appropriate staff based on client needs and assessed risk.

STAGE 2: RISK ASSESSMENT & AUDIT STRATEGY

- Interview client personnel and others to understand client-specific objectives and risks.
- Assess following aspects of the organization for their impact on the audit plan:
 - environmental and other external risks,
 - management's fraud and IT risk assessment models,
 - entity level controls including:
 - control environment
 - risk assessment,
 - information and communication,
 - and monitoring controls.
 - IT General Computer (ITGC) controls, such as
 - IT Environment
 - Developing and Delivering IT, and
 - Operating and Monitoring IT.
- Determine materiality.
- Develop and document our understanding of and/or reliance on:
 - linkage of financial statements to:
 - significant transactions,
 - processes,
 - IT systems, and
 - related controls,
 - existence of/reliance on SOC entities and their reports,
 - internal audit, and
 - specialists (e.g. valuation, pension costs, etc.).
- If elected, test controls including ITGC, through a mix of:
 - inquiry,
 - observation
 - examination, and
 - re-performance.
- Perform preliminary analytical procedures.
- Finalize risk assessments and develop a final audit strategy.

STAGE 3: AUDIT EXECUTION

- Where possible to test as efficiently as possible:
 - develop detailed analytical procedures to use as substantive tests (benefit = reducing tests of details):
Examples include:
 - ratio analysis,
 - regression analysis,
 - trend analysis,
 - predictive tests, or
 - reasonableness test,
 - utilize Computer-Assisted Audit Techniques (CAATs) (benefit = automation of testing for more coverage and less disruption to the client), and
 - perform targeted testing (also known as "coverage" testing) to test large portions of account balances (benefit = more coverage with smaller selections).
- Perform tests of details, including sampling.
- Perform general audit procedures such as tests related to:
 - commitments and contingencies,
 - legal letters,
 - management representations,
 - reviews of Board minutes,
 - related party transactions,
 - debt covenants, and
 - going concern.
- Perform other tests for compliance such as Yellow Book or Single Audit tests.

STAGE 4: REPORT & MONITOR

- Continually monitor throughout the audit - providing feedback as agreed during scoping.
- Conclude the audit (i.e. issue opinions and reports).
- Develop and present:
 - reports,
 - required communications,
 - management letter comments, and
 - other audit-related deliverables.
- Perform debriefings to identify opportunities for improvement with our:
 - engagement team, and/or
 - client's team.

APPENDIX A - RFP DOCUMENTS



SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Silverlake Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Polk County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Silverlake Community Development District." Proposals must be received by 12:00 p.m. on April 14, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

APPENDIX A - RFP DOCUMENTS



SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2023

Polk County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than April 14, 2023 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. 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. 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.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. 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.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Silverlake Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. 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.

APPENDIX A - RFP DOCUMENTS



SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. 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.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

APPENDIX A - RFP DOCUMENTS



filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) 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 the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

APPENDIX A - RFP DOCUMENTS



SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. *Price.* (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

***Total* (100 Points)**

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

7CIII



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

SILVERLAKE

Community Development District

Proposal Due: April 14, 2023
12:00PM

Submitted to:

Silverlake
Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

April 14, 2023

Silverlake Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023, with an option for additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Silverlake Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (rmcintosh@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



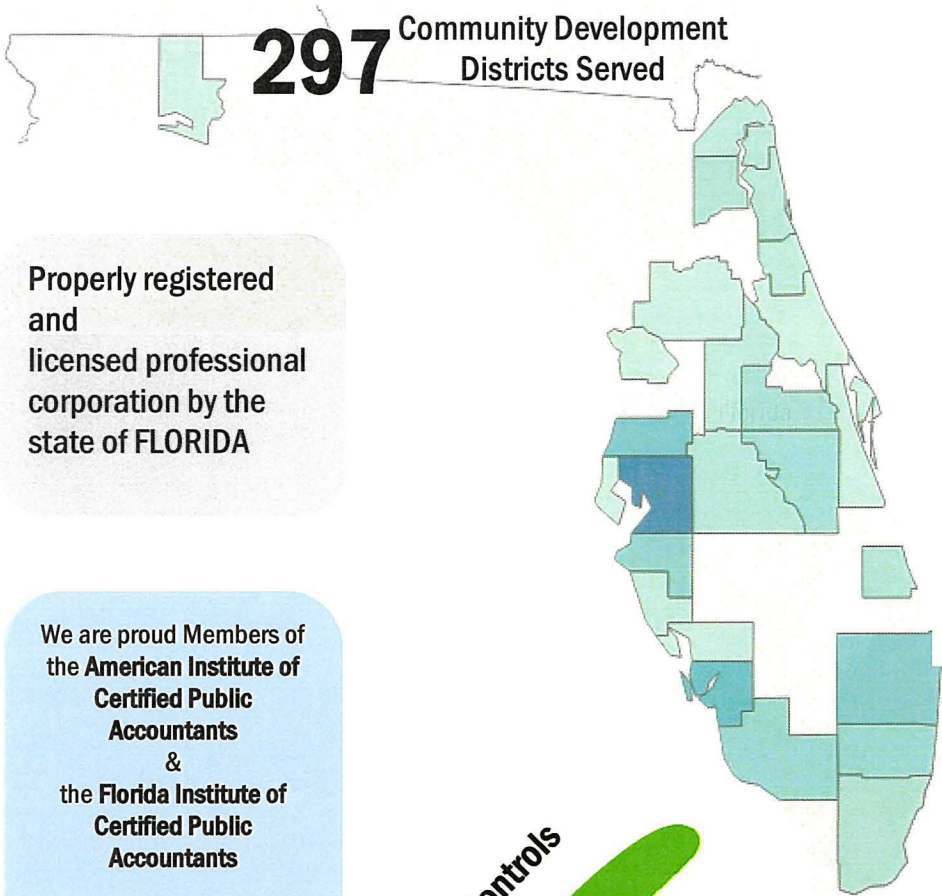
2005

Year founded

Services Provided



AICPA | FICPA | GFOA | FASD | FGFOA



Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality

See next page for
report and certificate



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

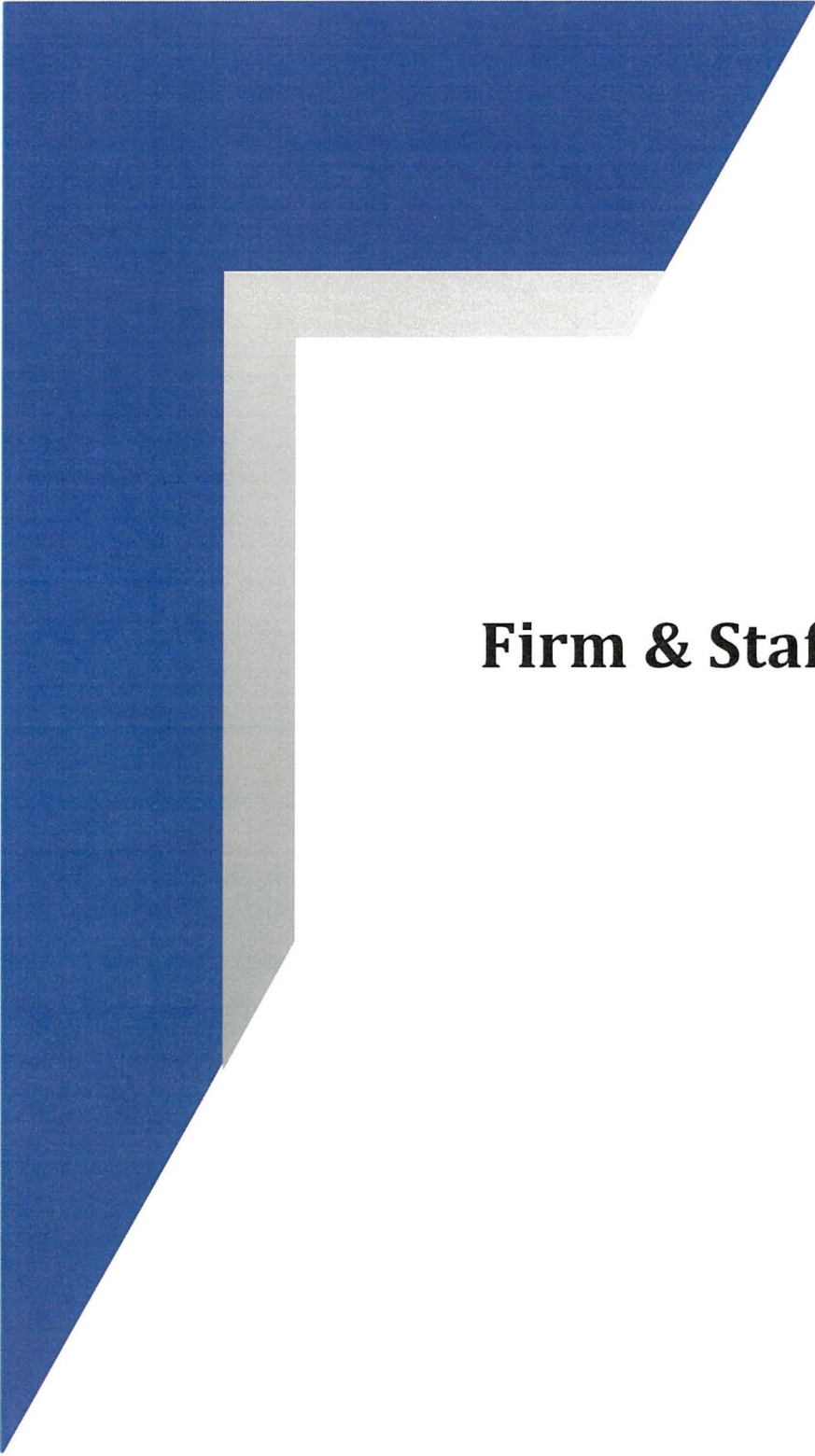
Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

3800 Esplanade Way, Suite 210 | Tallahassee, FL 32311 | 800.342.3197, in Florida | 850.224.2727 | Fax: 850.222.8190 | www.ficpa.org

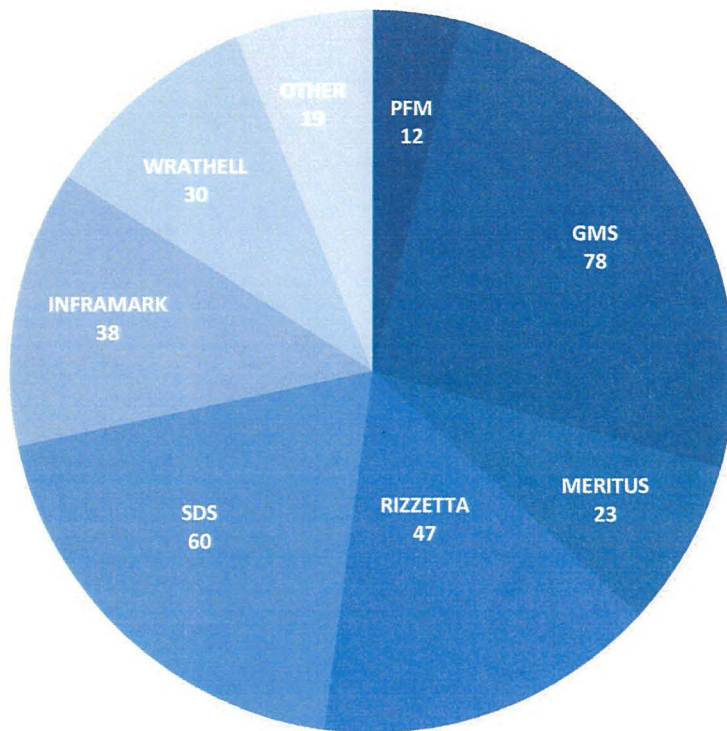


Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing

Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

40 hours; Accounting,

Auditing and Other:

53 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

Racquel McIntosh, CPA (Partner)

Years Performing

Audits: 18+

CPE (last 2 years):

Government

Accounting, Auditing:

61 hours; Accounting,

Auditing and Other:

30 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

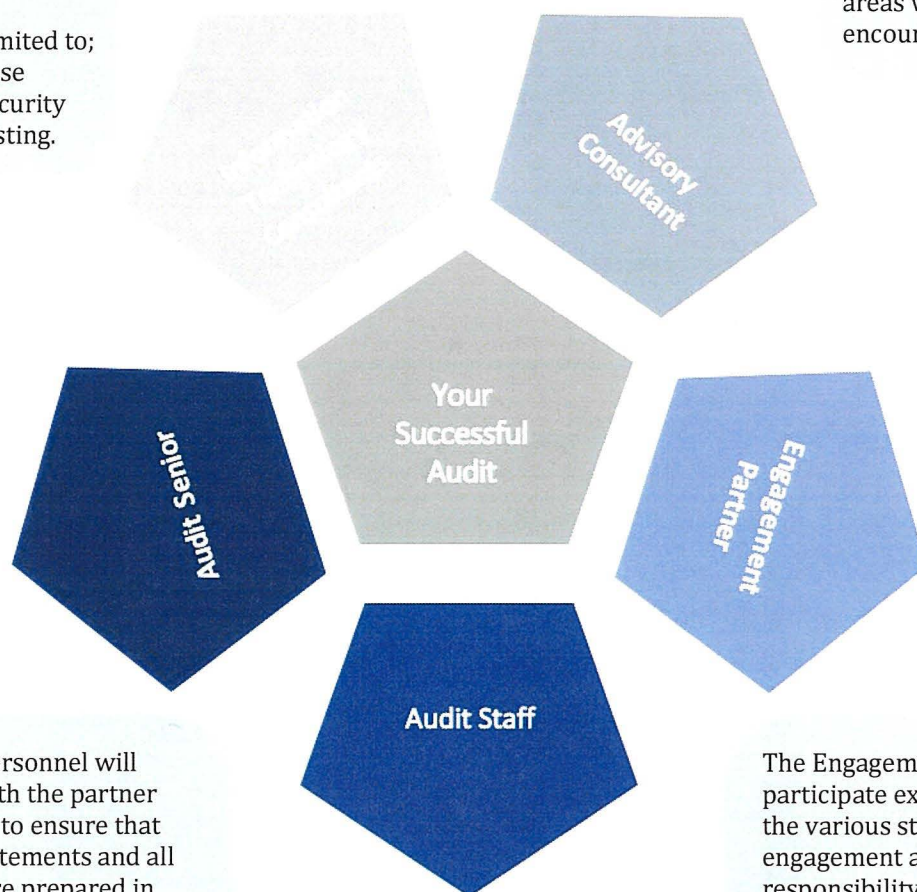
-Racquel McIntosh

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA
Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I, II, IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	<u>53</u>
Total Hours	<u>93</u> (includes of 4 hours of Ethics CPE)



Racquel C. McIntosh, CPA

Partner

Contact : rmcintosh@graucpa.com | (561) 939-666

Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

Education

Florida Atlantic University (2004)
Master of Accounting
Florida Atlantic University (2003)
Bachelor of Arts:
Finance, Accounting

Clients Served (partial list)

(>300) Various Special Districts, including:
Carlton Lakes Community Development District
Golden Lakes Community Development District
Rivercrest Community Development District
South Fork III Community Development District
TPOST Community Development District

Westchase Community Development District
Monterra Community Development District
Palm Coast Park Community Development District
Long Leaf Community Development District
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities
Indian Trail Improvement District
Pinellas Park Water Management District
Ranger Drainage District
South Trail Fire Protection and Rescue Service District

Professional Associations/ Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants

FICPA State & Local Government Committee
FGFOA Palm Beach Chapter

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

61
30
91 (includes of 4 hours of Ethics CPE)

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

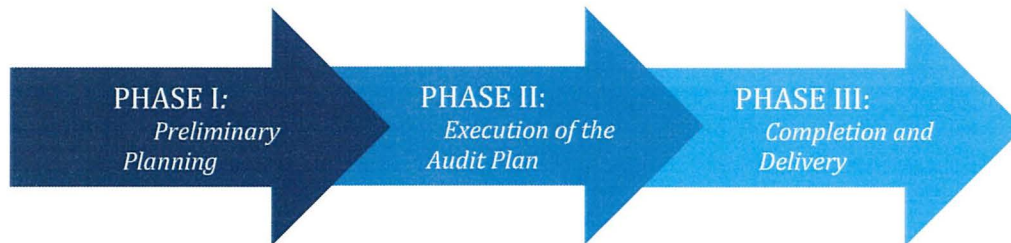
AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

Year Ended September 30,	Fee
2023	\$3,400
2024	\$3,500
2025	\$3,600
2026	\$3,700
2027	<u>\$3,800</u>
TOTAL (2023-2027)	<u>\$18,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Silverlake Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

7D

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Carr, Riggs & Ingram, LLC						
Grau & Associates						

NOTES:

Completed by: _____

Board Member's Signature

Date: _____

Printed Name of Board Member

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

8A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Silverlake Community Development District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

03/30/2023

and that the fees charged are legal.
Sworn to and subscribed before on 03/30/2023

NOTICE OF RULE DEVELOPMENT BY THE
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
In accord with Chapters 120 and 190, Florida Statutes, the Silverlake Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District and of its intention to develop its proposed Amenity Facilities Rules, Policies and Fees ("Amenities Rules").

Rules of Procedure
The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.01(5), 190.01(15) and 190.03, Florida Statutes (2022). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 187.053, 187.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2022).

Amenities Rules
The Amenities Rules are intended to: (i) establish rules, policies and fees imposed on persons desiring to utilize the District's amenity facilities and services who are residents and non-residents of the District; (ii) develop rules relating to the suspension and/or termination of privileges relating to the use of the District's amenity facilities and services; and (iii) establish violation and penalty policies.

The purpose and effect of the Amenities Rules is to provide for efficient and effective District operations of the District's amenity facilities and services and other properties by setting policies and regulations to implement the provisions of Section 190.03, Florida Statutes. General legal authority for the District to adopt the proposed Amenities Rules, Policies and Fees include Chapters 120 and 190, Florida Statutes (2022), as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, 190.041, 120.54, 120.69 and 120.81, Florida Statutes (2022), as amended. Specific laws implemented for the rule includes Sections 190.025, 190.011, 190.012, 120.54, 120.69 and 120.81, Florida Statutes (2022).

Copies of the proposed Rules of Procedure and the proposed Amenities Rules may be obtained by contacting the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-9010.
District Manager
3/30/23 8623887

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$474.21

Order No: 8623887

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KAITLYN FELTY
Notary Public
State of Wisconsin

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Silverlake Community Development District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

03/31/2023

and that the fees charged are legal.
Sworn to and subscribed before on 03/31/2023



Legal Clerk


Notary, State of WI, County of Brown
3/7/27

My commission expires

Publication Cost: \$694.55

Order No: 8624030

of Copies:

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KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF RULEMAKING
REGARDING THE RULES OF
PROCEDURE AND AMENITY
FACILITIES RULES, POLICIES
AND FEES OF THE

SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT
Public hearings will be conducted by
the Board of Supervisors of the
Silverlake Community Development
District ("District") on May 1, 2023
at 5:00 p.m., at Mackay Gardens
and Lakeside Preserve, 945 Mackay
Blvd., Lake Alfred, Florida 33850.
In accord with Chapters 120 and 190,
Florida Statutes, the District hereby
gives the public notice of its intent
to adopt its proposed Rules of Procedure
and Amenity Facilities Rules,
Policies and Fees ("Amenities
Rules"). The purpose and effect of
the proposed Rules of Procedure is
to provide for efficient and effective
District operations and to ensure
compliance with recent changes to
Florida law. The purpose and effect
of the Amenities Rules is to provide
for efficient and effective operations
of the District's Amenities and other
properties by setting policies and
regulations to implement the provisions
of Section 190.035, Florida
Statutes. Prior notice of rule development
was published in The Ledger
on March 30, 2023.

The Rules of Procedure may
address such areas as the Board of
Supervisors, officers and voting,
district offices, public information
and inspection of records, policies,
public meetings, hearings and work-
shops, rulemaking proceedings and
competitive purchase including
procedure under the Consultants
Competitive Negotiation Act, procedure
regarding auditor selection,
purchase of insurance, pre-qualifica-
tion, construction contracts, goods,
supplies and materials, maintenance
services, contractual services and
protests with respect to proceedings,
as well as any other area of the
general operation of the District.

The Amenities Rules are intended
to: (i) establish rules, policies and
fees imposed on persons desiring to
utilize the District's amenity facilities
and services who are residents
and non-residents of the District;
(ii) develop rules relating to the
suspension and/or termination of
privileges relating to the use of the
District's amenity facilities and
services; and (iii) establish viola-
tion and penalty policies.

Specific legal authority for the adop-
tion of the proposed Rules of Procedure
includes Sections 190.011(5),
190.011(15) and 190.035, Florida
Statutes (2022). The specific laws
implemented in the Rules of Procedure
include, but are not limited to,
Sections 112.08, 112.3143, 112.31446,
112.3145, 119.07, 119.0701, 189.053,
189.069(2)(a)16, 190.006, 190.007,
190.008, 190.011(3), 190.011(5),
190.011(15), 190.033, 190.035, 218.33,
218.391, 255.05, 255.0516, 255.0525,
255.20, 286.0105, 286.011, 286.0113,
286.0114, 287.017, 287.055 and 287.084,
Florida Statutes (2022). General
legal authority for the District to
adopt the proposed Amenities Rules
include Chapters 120 and 190,
Florida Statutes (2022), as amended,
and specific legal authority includes
Sections 190.035(2), 190.011(5),
190.012(3), 190.035, 190.041, 120.54,
120.69 and 120.81, Florida Statutes
(2022), as amended. Specific laws
implemented for the rule includes
Sections 190.035, 190.011, 190.012,
120.54, 120.69 and 120.81, Florida
Statutes (2022).

Copies of the proposed Rules of
Procedure and the proposed Amenities
Rules may be obtained by
contacting the District Manager's
Office at Wrathell, Hunt & Associates,
LLC, 2300 Glades Road, Suite
410W, Boca Raton, Florida 33431,
(561) 571-0010.

Any person who wishes to provide
the District with a proposal for a
lower cost regulatory alternative as
provided by Section 120.54(1),
Florida Statutes, must do so in writ-
ing within twenty one (21) days
after publication of this notice to the
District Manager's Office.

This public hearing may be continued
to a date, time, and place to be
specified on the record at the hearing
without additional notice. If
anyone chooses to appeal any decision
of the Board with respect to any
matter considered at a public hearing,
such person will need a record of
the proceedings and should
accordingly ensure that a verbatim
record of the proceedings is made
which includes the testimony and
evidence upon which such appeal is
to be based. At the hearing, staff or
Supervisors may participate in the
public hearing by speaker telephone.
Pursuant to the provisions of the
Americans with Disabilities Act, any
person requiring special accommoda-
tions at this meeting because of a
disability or physical impairment
should contact the District
Manager's Office at least forty-eight
(48) hours prior to the meeting. If
you are hearing or speech impaired,
please contact the Florida Relay
Service at 1-800-955-8771 or 1-800-955-
8770 for aid in contacting the
District Office.

Silverlake Community Development
District
District Manager
3/31/23 8624030

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

8B

RESOLUTION 2023-41

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY RATES AND SUSPENSION AND TERMINATION POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Silverlake Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lake Alfred, Florida; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution the Amenity Rates and Suspension and Termination Policies (together, "**Amenity Rules**"), attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board further finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

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

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

SECTION 1. The attached Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. Fees for use of the District's recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 1st day of May, 2023.

ATTEST:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

Exhibit A: Amenity Rules

Exhibit A: Amenity Rules

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

PART 1: Silverlake Community Development District
Amenity Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2022)

Effective Date: _____, 2023

In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Silverlake Community Development District adopted the following rules to govern the operation of the District’s Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these rules in their entirety:

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District’s clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

“Amenities Rules” or “Rules” – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these “Amenity Operating Rules,” the “Rule for Amenities Rates,” and the “Disciplinary and Enforcement Rule.”

“Amenity Manager” – shall mean the professional management company with which the District (or its designee) has contracted to provide amenity management services to the District (i.e., _____).

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District’s Rule for Amenities Rates.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Silverlake Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District (i.e., Wrathell, Hunt & Associates, LLC).

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

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

“Resident” – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which

year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

ACCESS KEY FOBS

Every home is entitled to two Access Fobs, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are \$50 each. The maximum number of Access Key Fobs per household is limited to four (4). Resale buyers are required to

purchase new Access Key Fobs if not passed on from seller. All resale buyers must re-register the old Access Key Fobs. Buyer is required to register with the Amenity Manager to ensure fobs are transferred to new owners.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, 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 AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the Amenity Manager at _____.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
2. ***Minors.*** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their

minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.

3. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
4. **Food and Drink.** Food and drink will be limited to designated areas only.
5. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
6. **No Smoking.** Except in designated areas, 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 Amenities. Any violation of this policy shall be reported to the Amenity Manager.
7. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
9. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
10. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
11. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
12. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. **Profanity.** Loud, profane or abusive language is prohibited.
14. **Horseplay.** Disorderly conduct and horseplay are prohibited.
15. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
16. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
17. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not

be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.

18. **Firearms.** Firearms are not permitted in any of the Amenities 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.
19. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
20. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
21. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
22. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

SWIMMING POOL

The following Rules apply to the District's pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. **Food and Drink.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
5. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.

9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.

4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.
6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

RENTALS

The following applies to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. **Amenities Available for Rental.** The types of Amenities available for rental are described in the rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
3. **Payment & Registration.** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the District a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the "**Rental Fee**" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. **Event Host.** Each application shall provide the name and contact information of a Patron who shall act as the "**Event Host.**" The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall

ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.

5. **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
6. **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
 - a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Stack chairs in stacks of ten (10);
 - e. Fold all folding tables and place in hallway;
 - f. Wipe off counters, table tops, and the sink area;
 - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
 - h. Lock all doors after the last guest leaves; and
 - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
7. **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
8. **Duration of Rentals.** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.
9. **Capacity.** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.
10. **Noise.** The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
11. **Alcohol.** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must

hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities and desire to allow their guests to consume alcohol on a “bring your own beverage” or “BYOB” basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District’s discretion:

- a. BYOB Alcohol: Patron must provide proof of a Homeowner’s Insurance Rider/Endorsement providing special event coverage
 - b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.
12. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
13. **After-hours Rentals.** The operating hours of the Amenities may vary from time to time, in the District’s discretion. To the extent the Amenities close before 11 p.m., the Amenities may be reserved for after-hours rentals, subject to the following rules:
- a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the clubhouse door. The rental card will permit access until 11 p.m. All events must be concluded and all clean-up must be complete by 11 p.m.
 - b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
 - c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host’s regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
 - d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

ATTACHMENT A: **Consent and Waiver Agreement**

SILVERLAKE CDD - CONSENT AND WAIVER AGREEMENT

The Silverlake Community Development District ("**District**") owns and operates certain amenities, including a pool, and other facilities, and may from time to time offer certain amenity programs, to the District's patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, "**Activities**"), I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY VOLUNTARILY ASSUME ANY AND ALL RISK, INCLUDING INJURY OR DEATH TO MY PERSON AND/OR DAMAGE TO MY PROPERTY, RELATING TO THE ACTIVITIES, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, PULTE HOME COMPANY, LLC, AND _____, 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 ARISING OUT OF OR INCIDENT TO THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO WHERE THE LOSS IS WHOLLY OR PARTLY THE RESULT OF INDEMNITEES' NEGLIGENCE, 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. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

Participant Name: _____

Participant Signature: _____

Date: _____

(if Participant is 18 years of age or older)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

- This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and relating to my minor child's involvement or participation in the Activities.

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 AMENITY 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 Amenity Manager.

PART 2: Silverlake Community Development District

Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2022)

Effective Date: _____, 2023, as amended _____

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Silverlake Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Silverlake Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment related to the Amenities and as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates for Clubhouse.** Any patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Club Room		
Activity/Art Room		
Club Room AND Activity/Art Room		

* Rate and deposit based on facility being rented, type of event, and staffing needs.

5. **Miscellaneous Fees.**

Item	Fee
Additional Daily Guest Pass	
Replacement of Damaged, Lost, or Stolen FOB	
Insufficient Funds Fee (for submitting an insufficient funds check)	

6. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

7. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. **Adjustment of Rates.** The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than twenty percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

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

PART 3: Silverlake Community Development District

Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: _____, 2023

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Silverlake Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

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. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenity Operating Rules.

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

3. Suspension of Rights. The District, through its Board, District Manager, and Amenity 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. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules and policies;
- e. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property; or
- g. 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 Amenity Manager. The Amenity Manager, in consultation with 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 to be established by the Amenity Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **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.

6. **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.

7. **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.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2023-44

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Silverlake Community Development District ("**District**") prior to June 15, 2023, a proposed operating budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2023/2024, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. SETTING HEARING. The public hearing on the approved budgets is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: 5:00 p.m.
LOCATION: Mackay Gardens and Lakeside Preserve
945 Mackay Boulevard
Lake Alfred, Florida 33850

3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED this 1st day of May, 2023.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

Fiscal Year 2023/2024 Budget

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

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

	Fiscal Year 2023				Proposed
	Adopted Budget FY 2023	Projected through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	Budget FY 2024
REVENUES					
Assessment levy: on-roll - gross					\$ 256,188
Allowable discounts (4%)					(10,248)
Assessment levy: on-roll - net	\$ -	\$ -	\$ -	\$ -	245,940
Assessment levy: off-roll	-	-	-	-	227,121
Landowner contribution	120,765	20,800	261,740	282,540	-
Total revenues	120,765	20,800	261,740	282,540	473,061
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	48,000	10,000	38,000	48,000	48,000
Legal	20,000	10,460	9,540	20,000	20,000
Engineering	10,000	-	10,000	10,000	10,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	2,000	-	2,000	2,000	2,000
Trustee*	9,000	-	9,000	9,000	9,000
Telephone	200	83	117	200	200
Postage	250	49	201	250	250
Printing & binding	500	208	292	500	500
Legal advertising	6,500	-	6,500	6,500	3,000
Annual special district fee	175	-	175	175	175
Insurance - GL, POL	15,500	-	5,500	5,500	5,500
Contingencies/bank charges	750	-	750	750	750
Website hosting & maintenance	1,680	-	1,680	1,680	1,680
Website ADA compliance	210	-	210	210	210
Tax collector	-	-	-	-	7,686
Total professional & administrative	120,765	20,800	89,965	110,765	114,951

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

	Fiscal Year 2023				
	Adopted Budget FY 2023	Projected through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	Proposed Budget FY 2024
Field operations					
Landscape maintenance					
Field operations manager	-	-	3,000	3,000	6,000
Landscape maintenance	-	-	62,500	62,500	125,000
Mulch	-	-	19,000	19,000	38,000
Playground mulch	-	-	750	750	1,500
Annuals	-	-	3,950	3,950	7,900
Palm pruning	-	-	2,300	2,300	4,600
Irrigation repairs	-	-	2,500	2,500	5,000
Landscape replacement	-	-	3,000	3,000	6,000
Pressure cleaning	-	-	2,000	2,000	4,000
Pool maintenance	-	-	13,000	13,000	26,000
Pool permit	-	-	150	150	300
Clubhouse pest control	-	-	375	375	750
Clubhouse/pool repairs	-	-	750	750	1,500
Clubhouse supplies	-	-	750	750	1,500
Clubhouse janitorial	-	-	10,000	10,000	20,000
Clubhouse fobs-cameras	-	-	750	750	1,500
Holiday decorations	-	-	2,000	2,000	4,000
General repairs/supplies	-	-	2,500	2,500	5,000
Mitigation/pond maintenance	-	-	5,000	5,000	10,000
Utilities					
Electric- common area	-	-	4,000	4,000	8,000
Water- clubhouse and pool	-	-	2,500	2,500	5,000
Streetlights	-	-	25,000	25,000	50,000
Internet- clubhouse	-	-	1,000	1,000	2,000
Property insurance	-	-	5,000	5,000	10,000
Total field operations	-	-	171,775	171,775	343,550
Total expenditures	120,765	20,800	261,740	282,540	458,501
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	-	14,560
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Future repairs***	-	-	-	-	14,559
Unassigned	-	-	-	-	1
Fund balance - ending	\$ -	\$ -	\$ -	\$ -	\$ 14,560

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

***See page 3

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
ASSIGNED FUND BALANCE**

Future Projects	Estimated Life Expectancy	Estimated Remaining Life	Cost to Replace	Annual Funding
Pool Furniture	12	12	\$ 50,000.00	\$ 4,166.67
Pavers	30	30	\$ 50,000.00	\$ 1,666.67
Mail Kiosk	25	25	\$ 46,000.00	\$ 1,840.00
Entry Monuments	20	20	\$ 10,000.00	\$ 500.00
Fences	25	25	\$ 20,000.00	\$ 800.00
Pool - Resurfacing	12	12	\$ 30,000.00	\$ 2,500.00
Clubhouse - Roofing	35	35	\$ 30,000.00	\$ 857.14
Clubhouse - Exterior Painting	7	7	\$ 10,000.00	\$ 1,428.57
Clubhouse - Restroom	25	25	\$ 20,000.00	\$ 800.00
Total			\$ 266,000.00	\$ 14,559.05

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

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	20,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	10,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	9,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	3,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance - GL, POL	5,500
The District will obtain public officials and general liability and property insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	1,680
Website ADA compliance	210
Tax collector	7,686
Field operations manager	6,000
Landscape maintenance	125,000
Mulch	38,000
Playground mulch	1,500

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

Annuals	7,900
Palm pruning	4,600
Irrigation repairs	5,000
Landscape replacement	6,000
Pressure cleaning	4,000
Pool maintenance	26,000
Pool permit	300
Clubhouse pest control	750
Clubhouse/pool repairs	1,500
Clubhouse supplies	1,500
Clubhouse janitorial	20,000
Clubhouse fobs-cameras	1,500
Holiday decorations	4,000
General repairs/supplies	5,000
Mitigation/pond maintenance	10,000
Utilities	
Electric- common area	8,000
Water- clubhouse and pool	5,000
Streetlights	50,000
Internet- clubhouse	2,000
Property insurance	10,000
Total expenditures	<u><u>\$458,501</u></u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022
FISCAL YEAR 2023**

	Fiscal Year 2023				Amended
	Proposed Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Revenue & Expenditures	Budget FY 2024
REVENUES					
Special assessment - on-roll	\$ -				\$ 278,225
Allowable discounts (4%)	-				(11,129)
Assessment levy: net	-	\$ -	\$ -	\$ -	267,096
Special assessment: off-roll	-	-	101,431	101,431	-
Total revenues	-	-	101,431	101,431	267,096
EXPENDITURES					
Debt service					
Principal	-	-	-	-	55,000
Interest	-	-	20,850	-	202,863
Total debt service	-	-	20,850	-	257,863
Other fees & charges					
Costs of issuance	-	188,365	-	188,365	-
Underwriter's discount	-	76,000	-	76,000	-
Tax collector	-	-	-	-	8,347
Total other fees & charges	-	264,365	-	264,365	8,347
Total expenditures	-	264,365	20,850	264,365	266,210
Excess/(deficiency) of revenues over/(under) expenditures	-	(264,365)	80,581	(162,934)	886
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	457,289	-	457,289	-
Original issue discount	-	(42,700)	-	(42,700)	-
Total other financing sources/(uses)	-	414,589	-	414,589	-
Fund balance:					
Net increase/(decrease) in fund balance	-	150,224	80,581	230,805	886
Beginning fund balance (unaudited)	-	-	-	-	230,805
Ending fund balance (projected)	\$ -	\$ 150,224	\$ 80,581	\$ 230,805	231,691
Use of fund balance:					
Debt service reserve account balance (required)					(129,375)
Principal and Interest expense - November 1, 2024					(100,194)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 2,122

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/23			20,849.76	20,849.76	
11/01/23			101,431.25	101,431.25	3,800,000.00
05/01/24	55,000.00	4.500%	101,431.25	156,431.25	3,745,000.00
11/01/24			100,193.75	100,193.75	3,745,000.00
05/01/25	55,000.00	4.500%	100,193.75	155,193.75	3,690,000.00
11/01/25			98,956.25	98,956.25	3,690,000.00
05/01/26	60,000.00	4.500%	98,956.25	158,956.25	3,630,000.00
11/01/26			97,606.25	97,606.25	3,630,000.00
05/01/27	65,000.00	4.500%	97,606.25	162,606.25	3,565,000.00
11/01/27			96,143.75	96,143.75	3,565,000.00
05/01/28	65,000.00	4.500%	96,143.75	161,143.75	3,500,000.00
11/01/28			94,681.25	94,681.25	3,500,000.00
05/01/29	70,000.00	4.500%	94,681.25	164,681.25	3,430,000.00
11/01/29			93,106.25	93,106.25	3,430,000.00
05/01/30	70,000.00	4.500%	93,106.25	163,106.25	3,360,000.00
11/01/30			91,531.25	91,531.25	3,360,000.00
05/01/31	75,000.00	5.375%	91,531.25	166,531.25	3,285,000.00
11/01/31			89,515.63	89,515.63	3,285,000.00
05/01/32	80,000.00	5.375%	89,515.63	169,515.63	3,205,000.00
11/01/32			87,365.63	87,365.63	3,205,000.00
05/01/33	85,000.00	5.375%	87,365.63	172,365.63	3,120,000.00
11/01/33			85,081.25	85,081.25	3,120,000.00
05/01/34	90,000.00	5.375%	85,081.25	175,081.25	3,030,000.00
11/01/34			82,662.50	82,662.50	3,030,000.00
05/01/35	95,000.00	5.375%	82,662.50	177,662.50	2,935,000.00
11/01/35			80,109.38	80,109.38	2,935,000.00
05/01/36	100,000.00	5.375%	80,109.38	180,109.38	2,835,000.00
11/01/36			77,421.88	77,421.88	2,835,000.00
05/01/37	105,000.00	5.375%	77,421.88	182,421.88	2,730,000.00
11/01/37			74,600.00	74,600.00	2,730,000.00
05/01/38	110,000.00	5.375%	74,600.00	184,600.00	2,620,000.00
11/01/38			71,643.75	71,643.75	2,620,000.00
05/01/39	115,000.00	5.375%	71,643.75	186,643.75	2,505,000.00
11/01/39			68,553.13	68,553.13	2,505,000.00
05/01/40	125,000.00	5.375%	68,553.13	193,553.13	2,380,000.00
11/01/40			65,193.75	65,193.75	2,380,000.00
05/01/41	130,000.00	5.375%	65,193.75	195,193.75	2,250,000.00
11/01/41			61,700.00	61,700.00	2,250,000.00
05/01/42	135,000.00	5.375%	61,700.00	196,700.00	2,115,000.00
11/01/42			58,071.88	58,071.88	2,115,000.00
05/01/43	145,000.00	5.375%	58,071.88	203,071.88	1,970,000.00
11/01/43			54,175.00	54,175.00	1,970,000.00
05/01/44	150,000.00	5.500%	54,175.00	204,175.00	1,820,000.00
11/01/44			50,050.00	50,050.00	1,820,000.00
05/01/45	160,000.00	5.500%	50,050.00	210,050.00	1,660,000.00
11/01/45			45,650.00	45,650.00	1,660,000.00
05/01/46	170,000.00	5.500%	45,650.00	215,650.00	1,490,000.00
11/01/46			40,975.00	40,975.00	1,490,000.00
05/01/47	180,000.00	5.500%	40,975.00	220,975.00	1,310,000.00
11/01/47			36,025.00	36,025.00	1,310,000.00

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	190,000.00	5.500%	36,025.00	226,025.00	1,120,000.00
11/01/48			30,800.00	30,800.00	1,120,000.00
05/01/49	200,000.00	5.500%	30,800.00	230,800.00	920,000.00
11/01/49			25,300.00	25,300.00	920,000.00
05/01/50	210,000.00	5.500%	25,300.00	235,300.00	710,000.00
11/01/50			19,525.00	19,525.00	710,000.00
05/01/51	225,000.00	5.500%	19,525.00	244,525.00	485,000.00
11/01/51			13,337.50	13,337.50	485,000.00
05/01/52	235,000.00	5.500%	13,337.50	248,337.50	250,000.00
11/01/52			6,875.00	6,875.00	250,000.00
05/01/53	250,000.00	5.500%	6,875.00	256,875.00	-
11/01/53			-	-	-
Total	3,800,000.00		4,017,412.32	7,817,412.32	

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

On-Roll Assessments					
Product/Parcel	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
SF 40'	106	1,197.14	1,154.46	2,351.60	n/a
SF 50'	108	1,197.14	1,443.08	2,640.22	n/a
Total	214				

Off-Roll Assessments					
Product/Parcel	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
SF 40'	78	1,113.34	-	1,113.34	n/a
SF 50'	126	1,113.34	-	1,113.34	n/a
Total	204				

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2023-45

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND
ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, on February 6, 2023, the Board of Supervisors (“Board”) of the Silverlake Community Development District (“District”), adopted a Budget for Fiscal Year 2022/2023; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2022/2023.

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

Section 1. The Fiscal Year 2022/2023 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 3rd day of May, 2023.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2023**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
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**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Adopted Budget FY 2023	Changes	Amended Budget FY 2023
REVENUES			
Landowner contribution	\$ 120,765	\$ 161,775	\$ 282,540
Total revenues	<u>120,765</u>	<u>161,775</u>	<u>282,540</u>
EXPENDITURES			
Professional & administrative			
Management/accounting/recording**	48,000	-	48,000
Legal	20,000	-	20,000
Engineering	10,000	-	10,000
Audit	5,500	-	5,500
Arbitrage rebate calculation*	500	-	500
Dissemination agent*	2,000	-	2,000
Trustee*	9,000	-	9,000
Telephone	200	-	200
Postage	250	-	250
Printing & binding	500	-	500
Legal advertising	6,500	-	6,500
Annual special district fee	175	-	175
Insurance - GL, POL	15,500	(10,000)	5,500
Contingencies/bank charges	750	-	750
Website hosting & maintenance	1,680	-	1,680
Website ADA compliance	210	-	210
Total professional & administrative	<u>120,765</u>	<u>(10,000)</u>	<u>110,765</u>
Field operations			
Landscape maintenance			
Field operations manager	-	3,000	3,000
Landscape maintenance	-	62,500	62,500
Mulch	-	19,000	19,000
Playground mulch	-	750	750
Annuals	-	3,950	3,950
Palm pruning	-	2,300	2,300
Irrigation repairs	-	2,500	2,500
Landscape replacement	-	3,000	3,000
Pressure cleaning	-	2,000	2,000
Pool maintenance	-	13,000	13,000
Pool permit	-	150	150
Clubhouse pest control	-	375	375
Clubhouse/pool repairs	-	750	750
Clubhouse supplies	-	750	750
Clubhouse janitorial	-	10,000	10,000
Clubhouse fobs-cameras	-	750	750
Holiday decorations	-	2,000	2,000
General repairs/supplies	-	2,500	2,500
Mitigation/pond maintenance	-	5,000	5,000

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Adopted Budget FY 2023	Changes	Amended Budget FY 2023
Utilities			
Electric- common area	-	4,000	4,000
Water- clubhouse and pool	-	2,500	2,500
Streetlights	-	25,000	25,000
Internet- clubhouse	-	1,000	1,000
Property insurance	-	5,000	5,000
Total field operations	-	171,775	171,775
Total expenditures	120,765	161,775	282,540
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-
Fund balance - beginning (unaudited)	-	-	-
Fund balance - ending (projected)			
Assigned			
Working capital	-	-	-
Unassigned	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

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

EXPENDITURES

Professional & administrative

Management/accounting/recording** \$ 48,000

Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal 20,000

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering 10,000

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit 5,500

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation* 500

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent* 2,000

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Telephone 200

Telephone and fax machine.

Postage 250

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 6,500

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

EXPENDITURES (continued)

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance - GL, POL 5,500

The District will obtain public officials and general liability and property insurance.

Contingencies/bank charges 750

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 1,680

Website ADA compliance 210

Landscape maintenance

Field operations manager 3,000

Landscape maintenance 62,500

Mulch 19,000

Playground mulch 750

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

EXPENDITURES (continued)

Annuals	3,950
Palm pruning	2,300
Irrigation repairs	2,500
Landscape replacement	3,000
Pressure cleaning	2,000
Pool maintenance	13,000
Pool permit	150
Clubhouse pest control	375
Clubhouse/pool repairs	750
Clubhouse supplies	750
Clubhouse janitorial	10,000
Clubhouse fobs-cameras	750
Holiday decorations	2,000
General repairs/supplies	2,500
Mitigation/pond maintenance	5,000
Utilities	
Electric- common area	4,000
Water- clubhouse and pool	2,500
Streetlights	25,000
Internet- clubhouse	1,000
Property insurance	5,000
Total expenditures	<u><u>\$282,540</u></u>

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

11

FIELD OPERATIONS AGREEMENT

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

Silverlake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, 2300 Glades Road #410W, Boca Raton, Florida 33431 (“**District**”), and

Highland Community Management, LLC, a Florida limited liability company, and whose address is 4110 S. Florida Ave., Suite 200, Lakeland, Florida 33813 (“**Manager**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District, which Improvements include stormwater ponds, conservation areas, open spaces, landscaping, hardscaping and irrigation systems and which may in the future include an amenity clubhouse; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. Manager’s Obligation.

A. Field Operations Management. The Manager shall provide the District with field operations management services for the Improvements, and shall designate a representative for purposes of reporting to and coordinating with the District (“**Manager’s Representative**”). The Manager shall notify the District in writing of any change in the Manager’s Representative. Manager shall be responsible for, and

authorized to perform on behalf of the District, general oversight and management of the Improvements, as further described in the "Scope of Services and Responsibilities" attached hereto as **Exhibit A**.

- B. *Inspection.*** The Manager shall conduct periodic inspections of all Improvements. In the event the Manager discovers any irregularities of, or needs of repair to, the Improvements, the Manager shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Notification of Emergency Repairs.*** The Manager shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs of which Manager is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- D. *Care of the Property.*** The Manager shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Manager, its employees or contractors. The Manager agrees to promptly repair any damage to such property resulting from the Manager's activities and work and to notify the District of the occurrence of such damage caused by the Manager's activities within forty-eight (48) hours.
- E. *Limitations on Manager's Duties.*** Notwithstanding anything contained herein to the contrary:
 - i.** The Manager shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Manager have the authority to approve change orders;
 - ii.** The Manager shall not be required to make exhaustive or continuous on-site inspections to check the District's property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.

3. Compensation. The District shall pay the Manager Five Hundred Dollars (\$500.00) per month for the provision of field operations management services pursuant to the terms of this Agreement.

4. Term.

- A.** The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2023, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods, unless terminated pursuant to the terms hereof.

- B.** Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice with or without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation due for work performed prior to termination, subject to any offsets the District may have.

5. Insurance. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

6. Indemnity. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that 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. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

7. Recovery of Costs and Fees. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

8. 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.

9. Assignment. Neither Party may assign this Agreement without the prior written approval of the other.

10. Independent Contractor Status. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, 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 Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

11. 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.

12. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

13. 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 Manager.

14. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

15. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first listed above. 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 Manager may deliver Notice on behalf of the District and the Manager. 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.

16. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and the Manager 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 Manager 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 Manager and their respective representatives, successors, and assigns.

17. Controlling Law; 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 shall be in the County in which the District is located.

18. Public Records. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Kristen Suit** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager 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 Manager 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 the Manager'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 Manager, the Manager 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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

19. 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.

20. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager 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.

21. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

HIGHLAND COMMUNITY MANAGEMENT, LLC

By: _____

Print Name: _____

Its: _____

EXHIBIT A

Managerial Services – \$500.00 per month, plus reimbursable expenses set forth herein

1. Manager Representative shall conduct one site visit per month at no additional charge to the District.
2. Manager shall operate the common elements and other property owned by the CDD (the “**Property**”) according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Manager to operate in accordance with the budget and governing documents.
2. Manager shall engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District property in accordance with the District’s policies and Rules of Procedure.
3. Manager shall solicit and negotiate bids for purchases of services and materials to the District at the direction of the Board.
4. Manager shall review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Manager shall solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Manager shall prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of special assessments.
7. Manager shall perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the property as well as assist the District in the enforcement of the provisions of the District’s governing documents, the Rules and Regulations, and architectural guidelines.
8. Manager shall make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Manager is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Manager may charge the fee for attendance of any additional District Board meetings beyond 12 District Board meetings held during weekdays/non - Holiday per fiscal year. Any meeting over 3 hours

will be billed at \$75 per hour for the time over the three-hour limit. Lastly, any meeting requiring Manager participation that extends beyond 9pm will be billed at \$75 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$75 per hour.

REIMBURSABLE EXPENSE SCHEDULE

Postage	Actual cost
Meeting & Yard Sale Signs	\$25.00 per sign
Newsletter production	\$50.00 per page
Meeting attendance beyond contract	\$75.00 per hour
Folders and envelopes	.25 each
Hanging file folders	.40 each
Mailing labels	.50 per sheet of 30
Standard envelopes	.10 each
10 x 13 envelopes	.35 each
Double window envelopes	.20 each
Padded envelopes	.70 each
Site inspections beyond contract	\$100.00
Flash Drive	\$7
Return payment envelopes	.12 each
Sales / Rental approvals	\$50.00 each
Black and White photocopies	.15 each
Color photocopies	.30 each
Office Records Storage	\$5.00 per month per box
Projects & Research	\$25 per hour
Monthly financials	included

EXHIBIT B
Insurance Certificates with Endorsements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2023

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

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

PRODUCER Insurance by Ken Brown, Inc. 707 Pennsylvania Ave Ste 1300 Altamonte Springs FL 32701	CONTACT NAME: PHONE (A/C, No, Ext): 321-397-3870 FAX (A/C, No): 321-397-3888 E-MAIL ADDRESS: certificates@insbykenbrown.com
INSURED Highland Community Management LLC 4110 S Florida Avenue Suite 200 Lakeland FL 33813	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: Houston Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1499495156**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		BZS60003292	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			H722119969	7/1/2022	7/1/2023	Coverage Limits \$ 1,000,000 Retention \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Silverlake Community Development District, Brady Lefere, Ray Aponte, Katarina Diggs, March Ferlita and Max law are listed as an additional insured with regards to General Liability. General Liability Waiver of subrogation is present in favor of additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Silverlake CDD
2300 Glades Road
Suite 410W
Boca Raton FL 33431

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

AUTHORIZED REPRESENTATIVE

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SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

12

Silverlake Community Development District
c/o Craig Wrathell and
Ray Aponte
Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com
ray.aponte@pultegroup.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

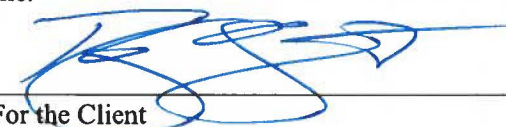
/s/ Jere Earlywine

Instructions

☐ I wish my file to stay with KE LAW GROUP PLLC.

☒ I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

☐ I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.


For the Client

2/7/23

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Silverlake Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jere Earlywine	\$305
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Its: _____

Date: _____

KUTAK ROCK LLP

By:  _____
Jere L. Earlywine

Date: March 6, 2023

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

13

APPLICATION AND CERTIFICATE FOR PAYMENT

TO CONTRACTOR:

Pulte Group
2662 Falkenburg Rd.
Riverview, FL 33578

PROJECT: Silverlake Ph 1

ARCHITECT:

APPLICATION NO: 10

PERIOD TO : 31-Mar-23
PROJECT NO:

CONTRACT DATE: 12-Apr-22

Distribution to:

☐ CONTRACTOR

☐ PROJECT MANAGER

☐ ARCHITECT

☒ OWNER

FROM SUBCONTRACTOR:

Con-Sur, Inc
P.O. Box 847
Eagle Lake, FL 33839

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	5,088,195.00
2. Net change by Change Orders	\$	1,442,366.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	6,530,561.00
4. TOTAL COMPLETED TO DATE (Column D + 3)	\$	5,561,905.00
5. RETAINAGE:		
a. 10% of Contract Sum	\$	556,190.50
(Column D + 4)		
b. 10% of Stored Retainage		
(Column F + 4)		
6. TOTAL EARNED RETAINAGE (Line 4 less Retainage)	\$	5,005,714.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	4,617,218.70
8. CURRENT PAYMENT DUE	\$	388,495.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,524,846.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 1,424,166.00	
Total approved this Month	\$ 18,200.00	
TOTALS	\$ 1,442,366.00	
NET CHANGES by Change Order	1,442,366.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: [Signature]

Date: 3/24/23

State of: FL

County of: Polk

Subscribed and sworn to before me this 24 day of March

Notary Public: [Signature]

My Commission expires: 4/12/27



JONATHAN T. ENGLERT
Commission # HH 368250
Expires April 12, 2027

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certify to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A1A Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor's signed Certificate is attached

In tabulations below, amounts are stated to the nearest dollar.

JOB: Silverlake PH 1
 Application: 10
 period to: 3/31/2023
 Project No. _____

SPEC SECT	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED PREVIOUS	CURRENT	STORED MATERIAL	& STORED TO DATE	% COMPLETE	BALANCE TO FINISH	10% RETAINAGE
1	Mobilization/General Conditions	\$ 12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$ -	\$1,250.00
2	Earthwork & Grading	\$ 260,100.00	\$222,255.00	\$0.00	\$0.00	\$222,255.00	85%	\$ 37,845.00	\$22,225.50
3	Import Fill	\$ 553,505.00	\$553,505.00	\$0.00	\$0.00	\$553,505.00	100%	\$ -	\$55,350.50
4	Paving	\$ 682,265.00	\$465,850.00	\$148,970.00	\$0.00	\$614,820.00	90%	\$ 67,445.00	\$61,482.00
5	Concrete	\$ 339,815.00	\$238,480.00	\$15,000.00	\$0.00	\$253,480.00	75%	\$ 86,335.00	\$25,348.00
6	Water	\$ 772,140.00	\$764,418.00	\$7,722.00	\$0.00	\$772,140.00	100%	\$ -	\$77,214.00
7	Sanitary Sewer	\$ 1,055,930.00	\$882,270.00	\$173,660.00	\$0.00	\$1,055,930.00	100%	\$ -	\$105,593.00
8	Storm Drainage	\$ 1,231,685.00	\$1,231,685.00	\$0.00	\$0.00	\$1,231,685.00	100%	\$ -	\$123,168.50
9	Striping & Signs	\$ 27,040.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$ 27,040.00	\$0.00
10	Sod	\$ 137,815.00	\$61,235.00	\$0.00	\$0.00	\$61,235.00	44%	\$ 76,580.00	\$6,123.50
11	M.O.T.	\$ 15,400.00	\$13,100.00	\$1,200.00	\$0.00	\$14,300.00	93%	\$ 1,100.00	\$1,430.00
12	CO #1 Import 30,324cy	\$ 295,660.00	\$295,660.00	\$0.00	\$0.00	\$295,660.00	100%	\$ -	\$29,566.00
13	CO #2 Offsite Roadway Imp.	\$ 437,385.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	2%	\$ 430,385.00	\$700.00
14	CO #3 LS Generator	\$ 136,445.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$ 136,445.00	\$0.00
15	CO #4 Regrade Berm/Hydroseed	\$ 36,750.00	\$36,750.00	\$0.00	\$0.00	\$36,750.00	100%	\$ -	\$3,675.00
16	CO #5 Rock for Dewatering 10/20	\$ 42,820.00	\$42,820.00	\$0.00	\$0.00	\$42,820.00	100%	\$ -	\$4,282.00
17	CO #6 SF @ Wetland Buffer	\$ 17,595.00	\$17,595.00	\$0.00	\$0.00	\$17,595.00	100%	\$ -	\$1,759.50
18	CO #7 Concrete Trail	\$ 158,520.00	\$158,520.00	\$0.00	\$0.00	\$158,520.00	100%	\$ -	\$15,852.00
19	CO #8 1" Dog Park Service	\$ 5,420.00	\$5,420.00	\$0.00	\$0.00	\$5,420.00	100%	\$ -	\$542.00
20	CO #9 Amenties Center	\$ 106,300.00	\$46,960.00	\$0.00	\$0.00	\$46,960.00	44%	\$ 59,340.00	\$4,696.00
21	CO #10 Modify Structures	\$ 11,800.00	\$11,800.00	\$0.00	\$0.00	\$11,800.00	100%	\$ -	\$1,180.00
22	CO #11 Pavers	\$ 8,910.00	\$0.00	\$8,910.00	\$0.00	\$8,910.00	100%	\$ -	\$891.00
23	CO #12 Asp Increase /CO #13 Rental	\$ 125,181.00	\$62,420.00	\$58,000.00	\$0.00	\$120,420.00	96%	\$ 4,761.00	\$12,042.00
24	CO #14 Offsite Increase	\$ 41,380.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$ 41,380.00	\$0.00

A1A Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor's signed Certificate is attached

In tabulations below, amounts are stated to the nearest dollar.

JOB: Silverlake PH 1
Application 10
period to: 3/31/2023
Project No.

SPEC SECT	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIAL	& STORED TO DATE	% COMPLETE	BALANCE TO FINISH	10% RETAINAGE
			PREVIOUS	CURRENT					
25	CO #15 Drainage Flumes	\$ 18,200.00	\$0.00	\$18,200.00	\$0.00	\$18,200.00	100%	\$ -	\$1,820.00
Total		\$ 6,530,561.00	\$5,130,243.00	\$431,662.00	\$ -	\$5,561,905.00		\$ 968,656.00	\$556,190.50

APPLICATION AND CERTIFICATE FOR PAYMENT

TO CONTRACTOR:

Pulte Group
2662 Falkenburg Rd.
Riverview, FL 33578

PROJECT: Silverlake Offsite Forcemain

ARCHITECT:

FROM SUBCONTRACTOR:

Con-Sur, Inc
P.O. Box 847
Eagle Lake, FL 33839

APPLICATION NO: 3

PERIOD TO : 31-Mar-23
PROJECT NO:

CONTRACT DATE: 12-Aug-22

Distribution to:

☐ CONTRACTOR

☐ PROJECT MANAGER

☐ ARCHITECT

☒ OWNER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,093,000.00
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,093,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,093,000.00
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on Continuation Sheet)	\$ 109,300.00
b. 10% of Stored Material (Column F on Continuation Sheet)	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 Total)	\$ 983,700.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 482,013.00
8. CURRENT PAYMENT DUE	\$ 501,687.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 109,300.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: [Signature]

Date: 3/24/23

State of: FL

County of: Putnam

Subscribed and sworn to before me this 24 day of MARCH

Notary Public: [Signature]

My Commission expires: 4/12/27



JONATHAN T. ENGLERT
Commission # HH 368250
Expires April 12, 2027

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certify to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 501,687.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT:

By: [Signature]

Date: 3-27-2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A1A Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor's signed Certificate is attached

In tabulations below, amounts are stated to the nearest dollar.

JOB:

Silverlake PH 1 Offsite Forcemain

Application

3

period to:

3/31/2023

Project No.

SPEC SECT	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIAL	& STORED TO DATE	% COMPLETE	BALANCE TO FINISH	10% RETAINAGE
			PREVIOUS	CURRENT					
1	Offsite 12" Forcemain	\$ 1,093,000.00	\$535,570.00	\$557,430.00	\$0.00	\$1,093,000.00	100%	\$ -	\$109,300.00
2		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
3		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
4		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
5		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
6		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
7		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
8		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
9		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
10		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
11		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
12			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
13			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
14			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
15			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
16			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
17			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
18			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
19			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
20			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
21			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
22			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$ -	\$0.00
Total		\$ 1,093,000.00	\$ 535,570.00	\$ 557,430.00	\$ -	\$ 1,093,000.00		\$ -	\$ 109,300.00

April 17, 2023

Silverlake Community Development District
c/o Craig Wrathell, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Phase I & Offsite Improvements

Dear Craig,

Pursuant to the *Acquisition Agreement*, dated March 9, 2023 ("**Acquisition Agreement**"), by and between the Silverlake Community Development District ("**District**") and Pulte Home Company, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, the amount identified in **Exhibit A** attached hereto which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage), and Developer agrees to ensure that all punch lists and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the Contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any bonds or other forms of security necessary to transfer the utilities and offsite Improvements to the City.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

PULTE HOME COMPANY, LLC


Name: Brady Lefer
Title: Chair


Name: RAY APONTE
Title: Director of Land Development

EXHIBIT A

Description of Phase I & Offsite Improvements

Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Silverlake Boulevard, Waterford Drive, Mariana Court, Woodsage Place, Royal Fern Drive, Longleaf Lane, Tract O (Future Right-of-Way Dedication), Alley A, Alley B and Alley C, as identified in the plat known as *Silverlake Phase 1*, as recorded at Plat Book 195, Pages 21 - 26, of the Official Records of Polk County, Florida.

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Silverlake Boulevard, Waterford Drive, Mariana Court, Woodsage Place, Royal Fern Drive, Longleaf Lane, Tract O (Future Right-of-Way Dedication), Alley A, Alley B and Alley C, Tract EE (Lift Station) and all "Utility Easements," each as identified in the plat known as *Silverlake Phase 1*, as recorded at Plat Book 195, Pages 21 - 26, of the Official Records of Polk County, Florida.

Offsite Utilities - wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto within or upon rights-of-way as identified in **Exhibit C** attached hereto.

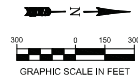
Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract B (Wetland Area), Tract GG (Conservation Area), Tracts I and J (Drainage Area/Open Space), Wetland Area A, and Wetland Area B and the "Drainage Easements," identified in the plat known as *Silverlake Phase 1*, as recorded at Plat Book 195, Pages 21 - 26, of the Official Records of Polk County, Florida.

Amenity Center Site Work - All site work improvements located within Tract H (Neighborhood Park Active Recreation Amenity Center), as identified on the plat known as *Silverlake Phase 1*, as recorded at Plat Book 195, Pages 21 - 26, of the Official Records of Polk County, Florida.

[CONTINUED ON FOLLOWING PAGE]

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated October 31, 2022 (revised February 20, 2023).

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Roadway	\$1,174,301.00	\$889,848.00	\$185,581.00	\$98,872.00
Wastewater	\$1,192,375.00	\$950,337.00	\$136,445.00	\$105,593.00
Potable Water	\$772,140.00	\$694,926.00	\$0.00	\$77,214.00
Offsite Utilities	\$1,093,000.00	\$983,700.00	\$0.00	\$109,300.00
Stormwater	\$2,369,578.50	\$2,039,163.30	\$103,841.50	\$226,573.70
Amenities Site Work	\$106,300.00	\$42,264.00	\$59,340.00	\$4,696.00
TOTAL:	\$6,707,694.50	\$5,600,238.30	\$485,207.50	\$622,248.70



CONFORMED DRAWING

No.	Date	Revision	By	No.	Date	Revision	By	 A Full Service A & E Firm Architects M/E/P Engineers Planners Surveyors Landscape Architects Traffic/Transportation www.cphcorp.com	Designed by: SRS Drawn by: SRS Checked by: DEM Approved by: SRS Date: 8/8/02 12763 00222	Date: 10/07/2002 Scale: 1" = 300' 1117 E. Poplar Ave., Orlando, FL 32801 Tel: 407-425-2402	Plans Prepared By:  CITY OF LAKE ALFRED C.R. 557 Northern Force Main Extension - Phase 1 Polk County, Florida Eng. C.O. No. 21111, License No. AA-000099 Survey L.S. No. 7143, License No. LC-000099	Sheet No. 3
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**CORPORATE DECLARATION AND AGREEMENT
[PHASE I & OFFSITE IMPROVEMENTS]**

I, Ray Aponte, as Director of Land Development Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Ray Aponte, and I am Director of Land Development of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Silverlake Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report*, dated October 31, 2022, as revised February 20, 2023 ("**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 17 day of April, 2023.

PULTE HOME COMPANY, LLC



Name: DAY APONTE

Title: Director of Land Development

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of April, 2023, by Day Aponte as Director of Land Dev. of Pulte Home Company and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Cheyenne C. Santiago
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

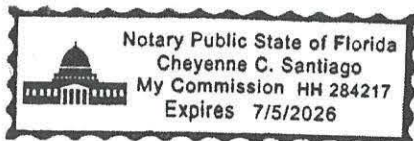


EXHIBIT A

Description of Phase I & Offsite Improvements

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[CONTINUED ON FOLLOWING PAGE]

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated October 31, 2022 (revised February 20, 2023).

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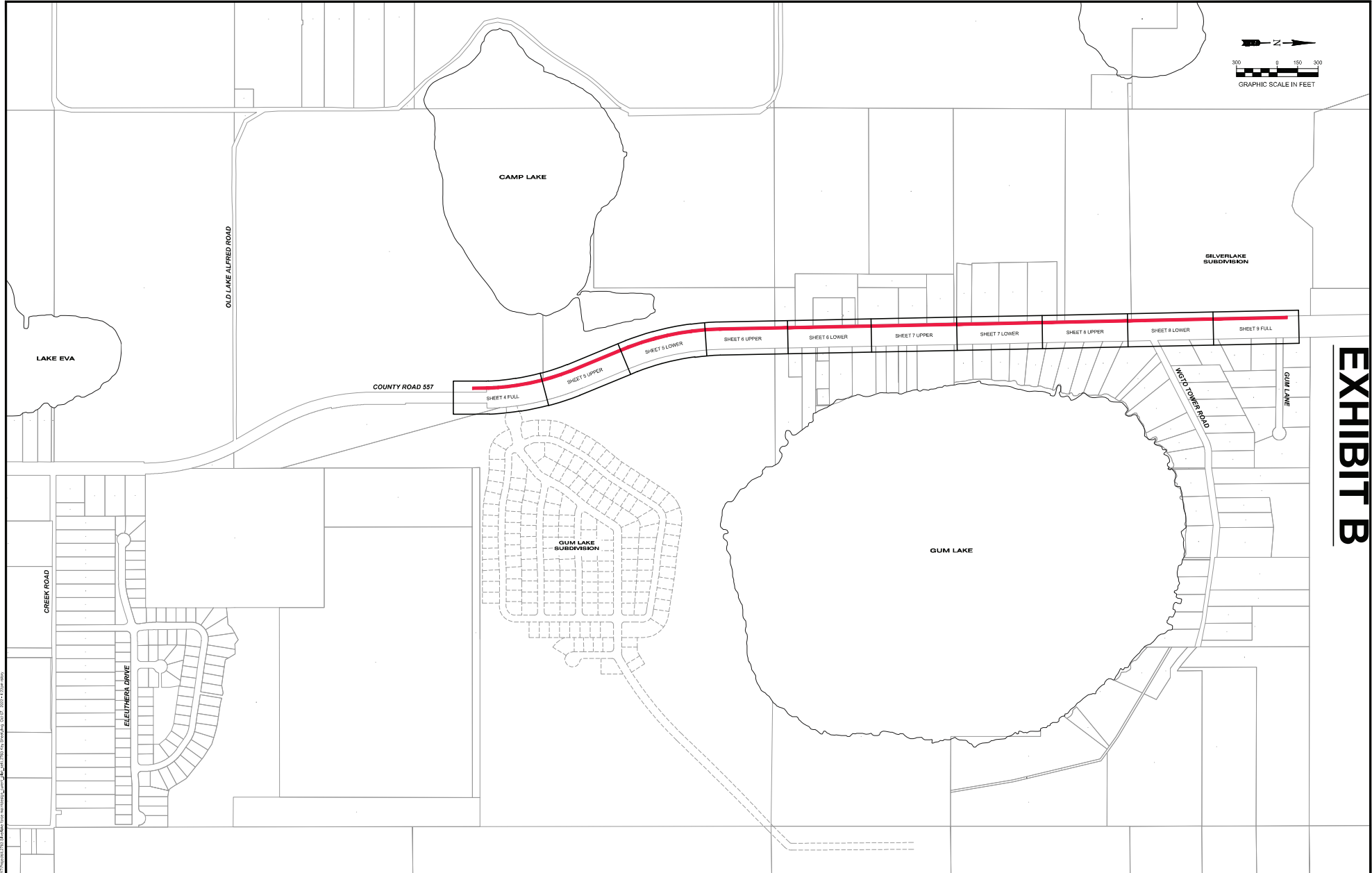


EXHIBIT B

Revisions			Revisions			Revisions					
No.	Date	Revision	By	No.	Date	Revision	By	No.	Date	Revision	By
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2				3				4			
3				4				5			
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CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[PHASE I & OFFSITE IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 14 day of April, 2023, by **Con-Sur, Inc.**, a Florida corporation, with an address of P.O. Box 847, Eagle Lake, Florida 33839 ("**Contractor**"), in favor of the **Silverlake Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Polk County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain contract ("**Contract**") dated 4/12/22 and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

- 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- 3. WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
- 4. CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the

appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ 968,456.⁰⁰ (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

CON-SUR, INC.

[Signature]
By: Sheldon McVay
Its: President

STATE OF FL
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14 day of April, 2023, by Sheldon McVay as President of Con-Sur, INC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



CHARLIE SEWELL
Commission # HH 218192
Expires May 20, 2026

[Signature]
NOTARY PUBLIC, STATE OF FL

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

EXHIBIT A
Description of Phase I & Offsite Improvements

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[CONTINUED ON FOLLOWING PAGE]

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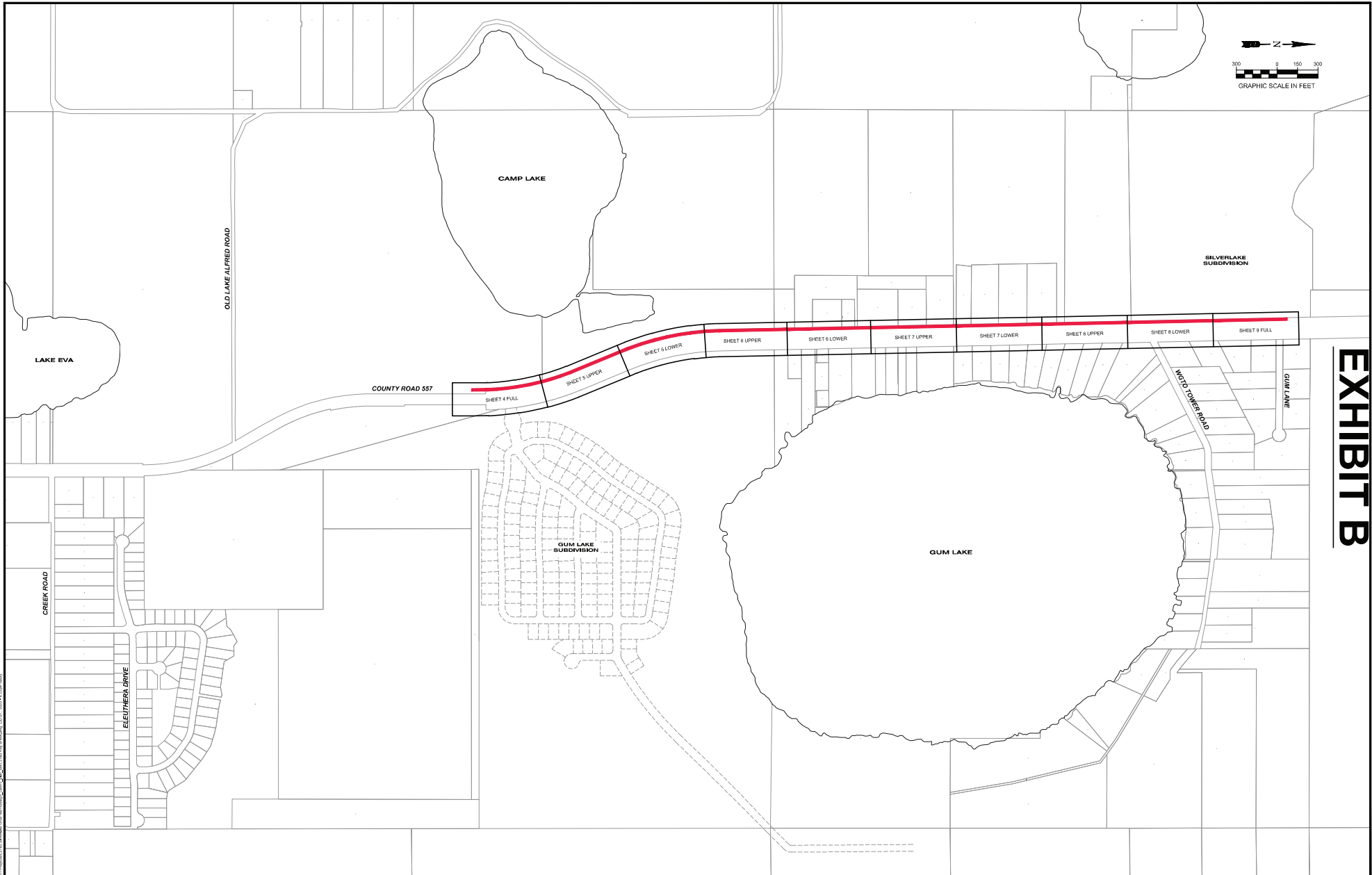


EXHIBIT B

No. Date Revision By No. Date Revision By No. Date Revision			cph A Full Service A & E Firm Architects Engineers Environmental Landscape Architects Traffic Transportation Office In: Florida • Puerto Rico • Connecticut • Maryland • Texas Designed by: Drawn by: Checked by: Approved by: 200 No. SAB RAS DEM SAB 12753 Date: 10/07/2022 Scale: 1" = 300' 1117 E. Robinson St., Orlando, FL 32801 Ph: 407.428.8452 Fax: 407.428.8452 Survey Lic. No. 17483 Landscape Lic. No. LC20090298 City of Lake Alfred C.R. 557 Northern Force Main Extension - Phase 1 Polk County, Florida Plan Prepared by: CPI, Inc. 1117 E. Robinson St., Orlando, FL 32801 Ph: 407.428.8452 Fax: 407.428.8452 Survey Lic. No. 17483 Landscape Lic. No. LC20090298 KEY SHEET Sheet No. 3
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CONFORMED DRAWING

**DISTRICT ENGINEER'S CERTIFICATE
[PHASE I & OFFSITE IMPROVEMENTS]**

April 17, 2023

Board of Supervisors
Silverlake Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Colliers Engineering & Design, Inc. ("**District Engineer**"), as District Engineer for the Silverlake Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated October 31, 2022, as revised February 20, 2023 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON FOLLOWING PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

COLLIERS ENGINEERING & DESIGN, INC.

Stuart Rogers
_____, P.E.
Florida Registration No. 42718
District Engineer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of April, 2023, by Stuart Rogers as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Sherrie Ward
Comm.: HH 197620
Expires: Nov. 11, 2025
Notary Public - State of Florida

Sherrie Ward
NOTARY PUBLIC, STATE OF Florida
Name: Sherrie Ward
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Phase I & Offsite Improvements

Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Silverlake Boulevard, Waterford Drive, Mariana Court, Woodsage Place, Royal Fern Drive, Longleaf Lane, Tract O (Future Right-of-Way Dedication), Alley A, Alley B and Alley C, as identified in the plat known as *Silverlake Phase 1*, as recorded at Plat Book 195, Pages 21 - 26, of the Official Records of Polk County, Florida.

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Silverlake Boulevard, Waterford Drive, Mariana Court, Woodsage Place, Royal Fern Drive, Longleaf Lane, Tract O (Future Right-of-Way Dedication), Alley A, Alley B and Alley C, Tract EE (Lift Station) and all "Utility Easements," each as identified in the plat known as *Silverlake Phase 1*, as recorded at Plat Book 195, Pages 21 - 26, of the Official Records of Polk County, Florida.

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Surface Water Management - All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract B (Wetland Area), Tract GG (Conservation Area), Tracts I and J (Drainage Area/Open Space), Wetland Area A, and Wetland Area B and the "Drainage Easements," identified in the plat known as *Silverlake Phase 1*, as recorded at Plat Book 195, Pages 21 - 26, of the Official Records of Polk County, Florida.

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[CONTINUED ON FOLLOWING PAGE]

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated October 31, 2022 (revised February 20, 2023).

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Roadway	\$1,174,301.00	\$889,848.00	\$185,581.00	\$98,872.00
Wastewater	\$1,192,375.00	\$950,337.00	\$136,445.00	\$105,593.00
Potable Water	\$772,140.00	\$694,926.00	\$0.00	\$77,214.00
Offsite Utilities	\$1,093,000.00	\$983,700.00	\$0.00	\$109,300.00
Stormwater	\$2,369,578.50	\$2,039,163.30	\$103,841.50	\$226,573.70
Amenities Site Work	\$106,300.00	\$42,264.00	\$59,340.00	\$4,696.00
TOTAL:	\$6,707,694.50	\$5,600,238.30	\$485,207.50	\$622,248.70

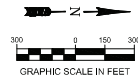
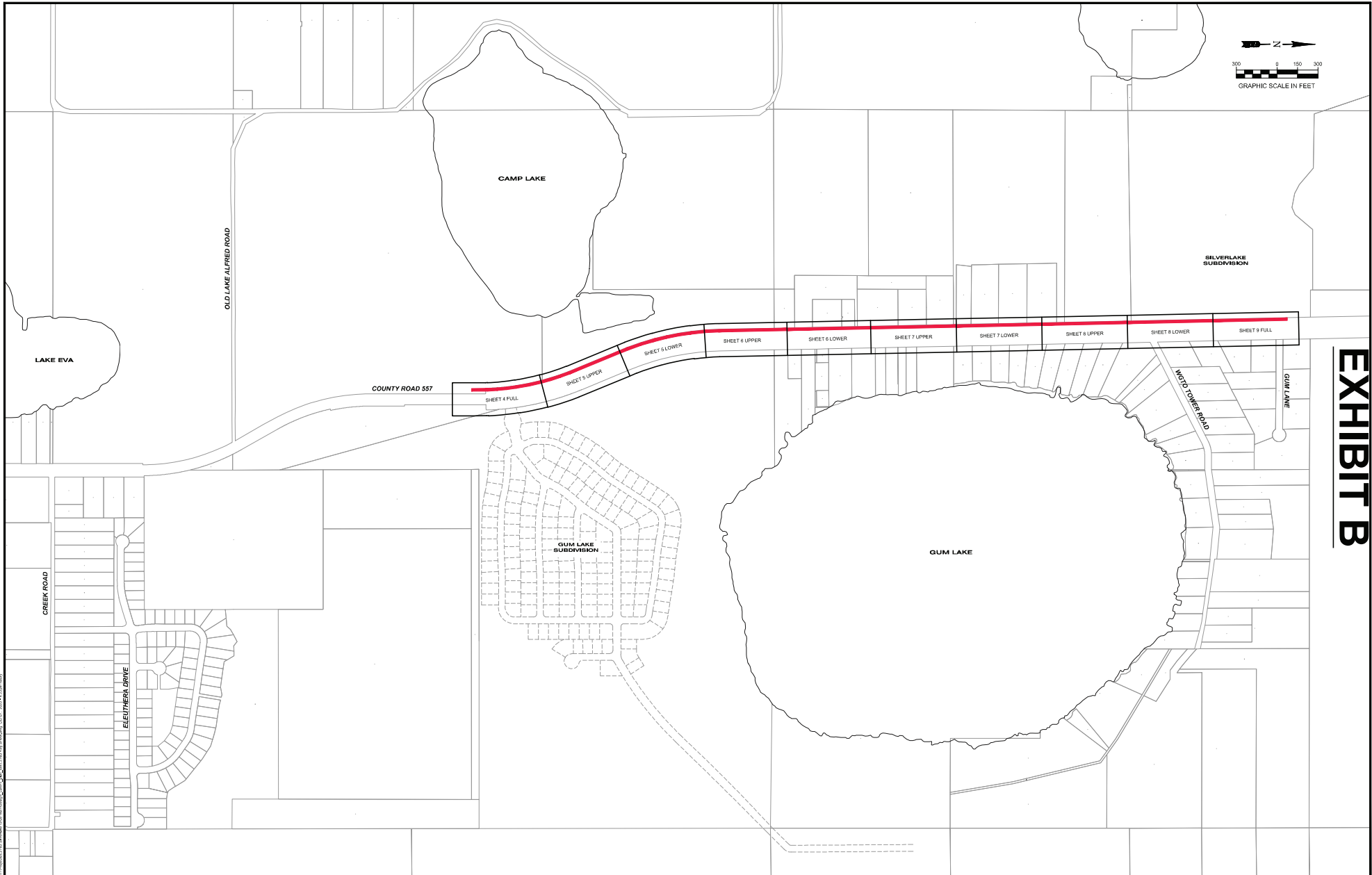


EXHIBIT B

Revisions			Revisions			Revisions					
No.	Date	Revision	By	No.	Date	Revision	By	No.	Date	Revision	By
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BILL OF SALE AND LIMITED ASSIGNMENT
[PHASE I & OFFSITE IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 17th day of April, 2023, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Silverlake Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC

By: Shannon Hess
Name: Shannon Hess

Ray Aponte
Name: RAY APONTE
Title: Director of Land Development

By: Nick Cranio
Name: Nick Cranio

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of April, 2023, by Ray Aponte as Director of Land Dev. of Pulte Home Company and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Cheyenne C. Santiago
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Cheyenne C. Santiago
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

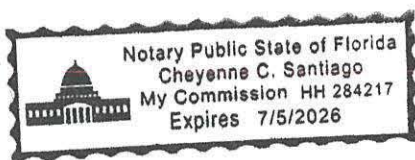


EXHIBIT A

Description of Phase I & Offsite Improvements

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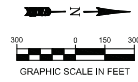
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[CONTINUED ON FOLLOWING PAGE]

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TOTAL:	\$6,707,694.50	\$5,600,238.30	\$485,207.50	\$622,248.70



CONFORMED DRAWING

No.	Date	Revision	By	No.	Date	Revision	By	 A Full Service A & E Firm Architects M/E/P Engineers Planners Surveyors Landscape Architects Traffic/Transportation www.cphcorp.com	Designed by: SRS Drawn by: SRS Checked by: DEM Approved by: SRS Date: 8/8/02 12763 00222	Date: 10/07/2002 Scale: 1" = 300' 1117 E. Poplar Ave., Orlando, FL 32801 Tel: 407-425-2402	Plans Prepared By:  CITY OF LAKE ALFRED C.R. 557 Northern Force Main Extension - Phase 1 Polk County, Florida Eng. C.O. No. 21111, License No. AA-000099 Survey L.S. No. 7143, License No. LC-000099	Sheet No. 3
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BILL OF SALE
[SILVERLAKE PHASE I ROADWAY AND UTILITIES IMPROVEMENTS
AND OFFSITE UTILITIES IMPROVEMENTS]

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT (Grantor), in the County of Polk, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto **THE CITY OF LAKE ALFRED, FLORIDA** (Grantee) the following:

Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Silverlake Boulevard, Waterford Drive, Mariana Court, Woodsage Place, Royal Fern Drive, Longleaf Lane, Tract O (Future Right-of-Way Dedication), Alley A, Alley B and Alley C, as identified in the plat known as *Silverlake Phase 1*, as recorded at Plat Book 195, Pages 21 - 26, of the Official Records of Polk County, Florida.

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Offsite Utilities - wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto within or upon rights-of-way as identified in **Exhibit A** attached hereto.

To have and to hold the same to the City of Lake Alfred, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

SIGNATURE PAGE TO BILL OF SALE
[SILVERLAKE PHASE I ROADWAY AND UTILITIES IMPROVEMENTS]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 17 day of April, 2023.

WITNESSES

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: Tim Aron

By: _____

Name: Brady Lefere

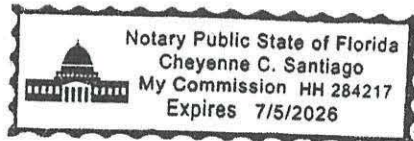
Title: Chair

By: _____

Name: Shannon Hess

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of April, 2023, by Brady Lefere as Chair of Silverlake CDD, who is personally known to me or has produced _____ as identification.



(NOTARY SEAL)

NOTARY PUBLIC, STATE OF Florida

Name: Cheyenne C. Santiago

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

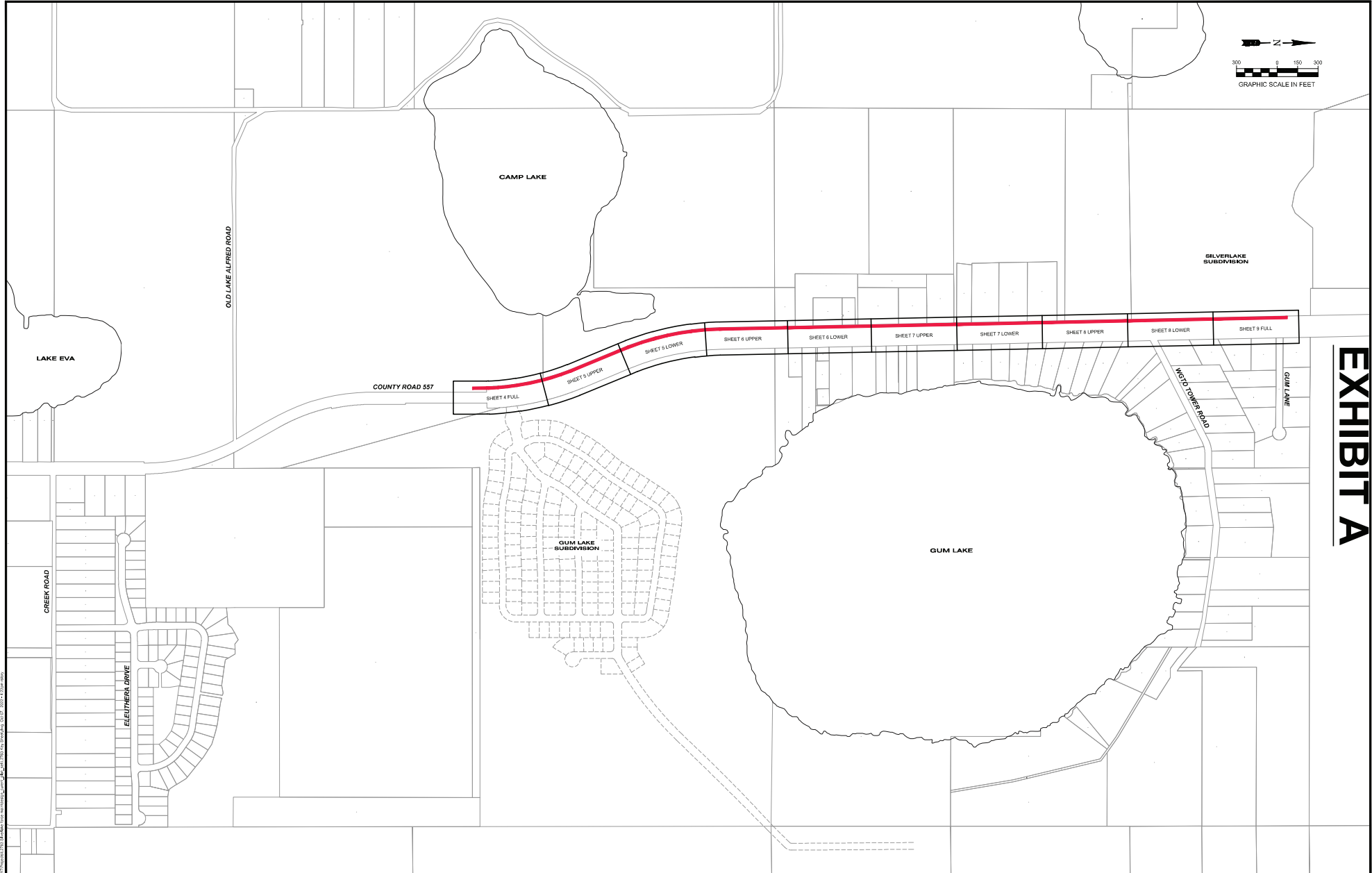


EXHIBIT A

No. Date Revision By No. Date Revision By No. Date Revision			cph A Full Service A & E Firm Architects Engineers Environmental Landscape Architects Traffic/Transportation Office in: • Florida • Puerto Rico • Connecticut • Maryland • Texas	Designed by: SAB Drawn by: RAS Checked by: DEM Approved by: SAB 220 No. 12753 Date: 10/07/2022 Scale: 1" = 300' CADD FILE: C:\Users\cph\OneDrive\Documents\Projects\City of Lake Alfred\2022\10-07-2022\10-07-2022.dwg CADD FILE: C:\Users\cph\OneDrive\Documents\Projects\City of Lake Alfred\2022\10-07-2022\10-07-2022.dwg	CITY OF LAKE ALFRED C.R. 557 Northern Force Main Extension - Phase 1 Polk County, Florida	Plan Prepared by: CPI, Inc. 1117 E. Robinson St., Orlando, FL 32801 Ph: 407.428.8452 Email: info@cpi-inc.com Proj. C.O.A. No. 2215 - Arch. Lic. No. AA2600928 Survey I.S. No. 7143 - Landsc. Lic. No. LC2000298	KEY SHEET	Sheet No. 3
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CONFORMED DRAWING

INSTR # 2023091825
BK 12660 Pgs 1726-1728 PG(s)3
04/20/2023 03:19:47 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00
DEED DOC 0.70

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made to be effective as of the 17th day of April, 2023, by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and **SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("**Property**"):

Tracts A, BB, C, CC, D, DD, E, F, G and N (Open Space), Tract B (Wetland Area), Tracts FF, HH and K (Type D Buffer), Tract GG (Conservation Area), Tract H (Neighborhood Park Active Recreation Amenity Center), Tracts I and J (Drainage Area/Open Space), Wetland Area A and Wetland Area B, as identified in the plat entitled *Silverlake Phase 1*, as recorded at Plat Book 195, Pages 21 - 26, of the Official Records of Polk County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to reimpose the same.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to construct, install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all amenity, landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

NOTE: Nothing herein is construed as conveying to the District the amenity improvements, which are to be constructed on Tract H, and instead, any such amenity improvements shall be conveyed to the District upon completion of the improvements and by separate instrument.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

PULTE HOME COMPANY, LLC

By: Shannon Hess
Name: Shannon Hess

By: Nick Craniofis
Name: Nick Craniofis

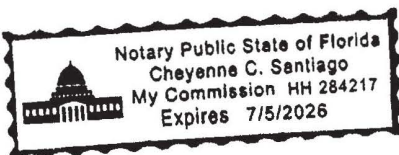
By: Ray Aponte
Name: Ray Aponte
Title: Director of Land Development

STATE OF Florida
COUNTY OF Hillborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of April, 2023, by Ray Aponte as Director of Land Dev. of Pulte Home Company who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Cheyenne C. Santiago
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Cheyenne C. Santiago
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the 17th day of April, 2023, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Developer**"), **SILVERLAKE PROPERTY OWNERS ASSOCIATION INC.**, a Florida not-for-profit corporation, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Association**," and together with Developer, "**Grantor**"), and **SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the community; and

WHEREAS, for the benefit of Grantee and its landowners and residents, and consistent with the Plats, Grantor desires to memorialize the prior grant by plat to Grantee of easement rights to access and maintain the master drainage and other improvements ("**Improvements**"), located within certain easement areas identified herein; and

WHEREAS, Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. Grant of Non-Exclusive Easement. Grantor (to the extent of Developer's rights and Association's rights if any), hereby grants to the District, its successors, and assigns, the following "**Easements**" on the areas ("**Easement Areas**") identified below:

a) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain "Drainage Easements," identified in the plat known as Silverlake Phase 1, recorded at Plat Book 195, Pages –21-26, of the Official Records of Polk County, Florida.

3. Inconsistent Use. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. Beneficiaries of Easement Rights. This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. Binding Effect. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the Easement Areas, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Areas.

6. Default. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. Enforcement of Agreement. In the event that either Grantee or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given

when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Polk County, Florida.

11. Public Records. Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

PULTE HOME COMPANY, LLC

By: Shannon Hess
Name: Shannon Hess

By: [Signature]
Name: RAY APORTE
Title: Director of Land Development

By: Nick Cranio
Name: Nick Cranio

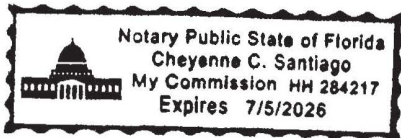
STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of April, 2023, by Ray Aporte as Director of Land Dev. of Pulte Home Company Michigan limited liability company, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Cheyenne C. Santiago
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[Signatures continue on following page]

WITNESSES

By: [Signature]
Name: ZAC ADOLF

By: [Signature]
Name: Nicole Tumminia

SILVERLAKE PROPERTY OWNERS
ASSOCIATION INC.

By: [Signature]
Name: Brady Lefere
Title: PRESIDENT

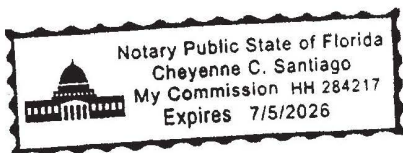
STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of April, 2023, by Brady Lefere as President of Silverlake Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Cheyenne C. Santiago
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)



WITNESSES

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

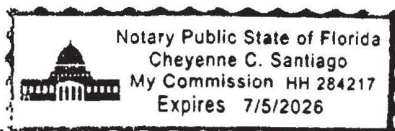
By: [Signature]
Name: TRAI ADAMS

By: [Signature]
Name: Brady Lefern
Title: Chair

By: [Signature]
Name: Shannon Hess

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of April, 2023, by Brady Lefern as Chair of the Silverlake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Cheyenne C. Santiago
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

14

RESOLUTION 2023-07

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY
ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT
AND PROVIDING AN EFFECTIVE DATE**

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

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

WHEREAS, the District additionally desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

1. PRIMARY ADMINISTRATIVE OFFICE. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District's principal headquarters for purposes of establishing proper venue shall be located at the offices of _____,
and within the City of Lake Alfred, Polk County, Florida.

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

PASSED AND ADOPTED this 1st day of May, 2023.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

15

RESOLUTION 2023-14

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

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2022/2023 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2022/2023 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 1st day of May, 2023.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Mackay Gardens and Lakeside Preserve, 945 Mackay Blvd., Lake Alfred, Florida 33809</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
June __, 2023	Regular Meeting	__:__ AM/PM
July __, 2023	Regular Meeting	__:__ AM/PM
August __, 2023	Regular Meeting	__:__ AM/PM
September __, 2023	Regular Meeting	__:__ AM/PM

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	General Fund	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS				
Investments				
Reserve	\$ -	\$ 129,375	\$ -	\$ 129,375
Capitalized interest	-	20,849	-	20,849
Construction	-	-	3,342,711	3,342,711
Cost of issuance	-	188,366	-	188,366
Undeposited funds	28,433	-	-	28,433
Due from general fund	-	1,633	-	1,633
Total assets	<u>\$ 28,433</u>	<u>\$ 340,223</u>	<u>\$ 3,342,711</u>	<u>\$ 3,711,367</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 20,800	\$ 1,633	\$ -	\$ 22,433
Due to Landowner	-	1,633	-	1,633
Due to debt service fund	1,633	-	-	1,633
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>28,433</u>	<u>3,266</u>	<u>-</u>	<u>31,699</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balances:				
Restricted for:				
Debt service	-	336,957	-	336,957
Capital projects	-	-	3,342,711	3,342,711
Total fund balances	<u>-</u>	<u>336,957</u>	<u>3,342,711</u>	<u>3,679,668</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 28,433</u>	<u>\$ 340,223</u>	<u>\$ 3,342,711</u>	<u>\$ 3,711,367</u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 20,800	\$ 20,800	\$ 120,765	17%
Total revenues	<u>20,800</u>	<u>20,800</u>	<u>120,765</u>	17%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording*	2,000	10,000	48,000	21%
Legal	5,200	10,460	20,000	52%
Engineering	-	-	10,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation**	-	-	500	0%
Dissemination agent**	-	-	2,000	0%
Trustee**	-	-	9,000	0%
Telephone	17	83	200	42%
Postage	49	49	250	20%
Printing & binding	41	208	500	42%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	-	175	0%
Insurance	-	-	15,500	0%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>7,307</u>	<u>20,800</u>	<u>120,765</u>	17%
Excess/(deficiency) of revenues over/(under) expenditures	13,493	-	-	
Fund balances - beginning	(13,493)	-	-	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**These items will be realized when bonds are issued

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year To Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Cost of issuance	984	1,633
Total debt service	984	1,633
Excess/(deficiency) of revenues over/(under) expenditures	(984)	(1,633)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	457,289	457,289
Original issue discount	(42,699)	(42,699)
Underwriter's discount	(76,000)	(76,000)
Total other financing sources	338,590	338,590
Net change in fund balances	337,606	336,957
Fund balances - beginning	(649)	-
Fund balances - ending	<u>\$ 336,957</u>	<u>\$ 336,957</u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year To Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Capital outlay	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	3,342,711	3,342,711
Total other financing sources/(uses)	3,342,711	3,342,711
Net change in fund balances	3,342,711	3,342,711
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ 3,342,711</u>	<u>\$ 3,342,711</u>

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Silverlake Community Development District held Multiple Public Hearings and a Regular Meeting on February 6, 2023 at 5:00 p.m., at Mackay Gardens and Lakeside Preserve, 945 Mackay Blvd., Lake Alfred, Florida 33850.

Present at the meeting were:

Brady Lefere	Chair
Ray Aponte	Assistant Secretary
Katarina (Kat) Diggs	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Steve Sanford (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 5:00 p.m.

Supervisors-Elect Brady Lefere, Ray Aponte and Katarina Diggs were present.
Supervisors-Elect Marc Ferlita and Max Law were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Board Supervisors *(the following will be provided in a separate package)*

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Brady Lefere, Ray Aponte and Katarina Diggs. All were familiar with the following:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Chapter 190, Florida Statutes**
- D. 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
- E. Form 8B: Memorandum of Voting Conflict

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2023-27,
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. Suit presented Resolution 2023-27. She recapped the results of the Landowners' Election, as follows:

Seat 1	Brady Lefere	145 votes	4-Year Term
Seat 2	Ray Aponte	144 votes	4-Year Term
Seat 3	Katarina (Kat) Diggs	143 votes	2-Year Term
Seat 4	Max Law	142 votes	2-Year Term
Seat 5	Marc Ferlita	141 votes	2-Year Term

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2023-27, 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

Consideration of Resolution 2023-28,
Designating Certain Officers of the District,
and Providing for an Effective Date

Ms. Suit presented Resolution 2023-28. Mr. Aponte nominated the following slate:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Katarina Diggs	Assistant Secretary
Max Law	Assistant Secretary
Marc Ferlita	Assistant Secretary
Kristen Suit	Assistant Secretary

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

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, Resolution 2023-28, Designating Certain Officers of the District, as nominated, and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-29, Reconsidering and Approving Certain Board Actions Evidenced by Resolutions 2023-01 Through 2023-26 Adopted at a Duly Advertised Meeting of the Board of Supervisors Held November, 3, 2022, and All Other Actions Taken by the Board

- Administration of Oath of Office to Initial Board of Supervisors
- Consideration of Resolution 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date
- Consideration of Resolution 2023-02, Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date
- Consideration of Resolution 2023-03, Appointing and Fixing the Compensation of the District Manager and Methodology Consultant; Providing an Effective Date
- Agreement for District Management Services: *Wrathell, Hunt and Associates, LLC*
- Consideration of Resolution 2023-04, Appointing District Counsel for the District, and Authorizing Compensation; and Providing for an Effective Date
 - Fee Agreement: *KE Law Group, PLLC*
- Consideration of Resolution 2023-05, Designating a Registered Agent and Registered Office of the District, and Providing for an Effective Date
- Consideration of Resolution 2023-06, Appointing an Interim District Engineer for the Silverlake Community Development District, Authorizing Its Compensation and Providing an Effective Date
 - Interim Engineering Services Agreement: *Colliers Engineering & Design, Inc.*
- Authorization of Request for Qualifications (RFQ) for Engineering Services
- Board Member Compensation: 190.006 (8), F.S.

- 113 ▪ **Consideration of Resolution 2023-07, Designating the Primary Administrative Office**
114 **and Principal Headquarters of the District and Providing an Effective Date**
- 115 ▪ **Consideration of Resolution 2023-08, Setting Forth the Policy of the District Board of**
116 **Supervisors with Regard to the Support and Legal Defense of the Board of Supervisors**
117 **and District Officers, and Providing for an Effective Date**
 - 118 • **Authorization to Obtain General Liability and Public Officers' Insurance**
- 119 ▪ **Consideration of Resolution 2023-09, Providing for the Public's Opportunity to Be**
120 **Heard; Designating Public Comment Periods; Designating a Procedure to Identify**
121 **Individuals Seeking to Be Heard; Addressing Public Decorum; Addressing Exceptions;**
122 **and Providing for Severability and an Effective Date**
- 123 ▪ **Consideration of Resolution 2023-10, Providing for the Appointment of a Records**
124 **Management Liaison Officer; Providing the Duties of the Records Management Liaison**
125 **Officer; Adopting a Records Retention Policy; and Providing for Severability and**
126 **Effective Date**
- 127 ▪ **Consideration of Resolution 2023-11, Granting the Chair and Vice Chair the Authority**
128 **to Execute Real and Personal Property Conveyance and Dedication Documents, Plats**
129 **and Other Documents Related to the Development of the District's Improvements;**
130 **Approving the Scope and Terms of Such Authorization; Providing a Severability Clause;**
131 **and Providing an Effective Date**
- 132 ▪ **Consideration of Resolution 2023-12, Ratifying, Confirming and Approving the**
133 **Recording of the Notice of Establishment of the District, and Providing for an Effective**
134 **Date**
- 135 ▪ **Authorization of Request for Proposals (RFP) for Annual Audit Services**
 - 136 • **Designation of Board of Supervisors as Audit Committee**
- 137 ▪ **Consideration of Strange Zone, Inc., Quotation #M22-1044 for District Website Design,**
138 **Maintenance and Domain Web-Site Design Agreement**
- 139 ▪ **Consideration of ADA Site Compliance Proposal for Website Compliance Shield,**
140 **Accessibility Policy and One (1) Annual Technological Audit**
- 141 ▪ **Consideration of Resolution 2023-13, to Designate Date, Time and Place of Public**
142 **Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of**
143 **Adopting Rules of Procedure; and Providing an Effective Date**
 - 144 • **Rules of Procedure**

- 145 • **Notices [Rule Development and Rulemaking]**
- 146 ▪ **Resolution 2023-14, Designating Dates, Times and Locations for Regular Meetings of**
147 **the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an**
148 **Effective Date**
- 149 ▪ **Consideration of Resolution 2023-15, Approving the Florida Statewide Mutual Aid**
150 **Agreement; Providing for Severability; and Providing for an Effective Date**
- 151 ▪ **Stormwater Management Needs Analysis Reporting Requirements**
- 152 ▪ **Consideration of Resolution 2023-16, Designating a Public Depository for Funds of the**
153 **District and Providing an Effective Date**
- 154 ▪ **Consideration of Resolution 2023-17, Directing the District Manager to Appoint**
155 **Signors on the Local Bank Account; and Providing an Effective Date**
- 156 ▪ **Consideration of Resolution 2023-18, Approving a Proposed Budget for Fiscal Year**
157 **2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing**
158 **Transmittal, Posting and Publication Requirements; Addressing Severability; and**
159 **Providing for an Effective Date**
- 160 ▪ **Consideration of Fiscal Year 2022/2023 Budget Funding Agreement**
- 161 ▪ **Consideration of Resolution 2023-19, Adopting the Alternative Investment Guidelines**
162 **for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating**
163 **Expenses, in Accordance with Section 218.415(17), Florida Statutes**
- 164 ▪ **Consideration of Resolution 2023-20, Authorizing the Disbursement of Funds for**
165 **Payment of Certain Continuing Expenses Without Prior Approval of the Board of**
166 **Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-**
167 **Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for**
168 **a Monetary Threshold; and Providing for an Effective Date**
- 169 ▪ **Consideration of Resolution 2023-21, Adopting a Policy for Reimbursement of District**
170 **Travel Expenses; and Providing for Severability and an Effective Date**
- 171 ▪ **Consideration of Resolution 2023-22, Adopting Prompt Payment Policies and**
172 **Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause;**
173 **and Providing an Effective Date**
- 174 ▪ **Consideration of Resolution 2023-23, Adopting an Internal Controls Policy Consistent**
175 **with Section 218.33, Florida Statutes; Providing an Effective Date**
- 176 ▪ **Consideration of E-Verify Memo with MOU**

- 177 ▪ **Consideration of Bond Financing Team Funding Agreement**
- 178 ▪ **Consideration of Engagement of Bond Financing Professionals**
- 179 • **Underwriter/ Investment Banker: *FMSbonds, Inc.***
- 180 • **Bond Counsel: *Greenberg Traurig, P.A.***
- 181 • **Trustee, Paying Agent and Registrar: *Regions Bank***
- 182 ▪ **Consideration of Resolution 2023-24, Designating a Date, Time, and Location of a**
- 183 **Public Hearing Regarding the District’s Intent to Use the Uniform Method for the Levy,**
- 184 **Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by**
- 185 **Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such**
- 186 **Hearing; and Providing an Effective Date**
- 187 ▪ **Presentation of Engineer’s Report**
- 188 ▪ **Presentation of Master Special Assessment Methodology Report**
- 189 ▪ **Consideration of Resolution 2023-25, Declaring Special Assessments; Designating The**
- 190 **Nature And Location of The Proposed Improvements; Declaring The Total Estimated**
- 191 **Cost of the Improvements, the Portion to be Paid By Assessments, and the Manner**
- 192 **and Timing in Which The Assessments are to be Paid; Designating the Lands Upon**
- 193 **Which The Assessments Shall Be Levied; Providing for an Assessment Plat and a**
- 194 **Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for**
- 195 **Publication of this Resolution; and Addressing Conflicts, Severability and an Effective**
- 196 **Date**
- 197 ▪ **Resolution 2023-26, Authorizing the Issuance of Not to Exceed \$17,110,000 Aggregate**
- 198 **Principal Amount of Silverlake Community Development District Special Assessment**
- 199 **Bonds, in One or More Series to Pay All or a Portion of the Costs of the Planning,**
- 200 **Financing, Construction and/or Acquisition of Public Infrastructure Improvements**
- 201 **Including, But Not Limited to Entry Features and Signage, Stormwater Facilities, Water**
- 202 **and Sewer Facilities, Recreation Facilities and Road Construction, and Associated**
- 203 **Professional Fees and Incidental Costs Related Thereto Pursuant to Chapter 190,**
- 204 **Florida Statutes, as Amended; Appointing a Trustee; Approving the Form of and**
- 205 **Authorizing the Execution and Delivery of a Master Trust Indenture; Providing that**
- 206 **Such Bonds Shall Not Constitute a Debt, Liability or Obligation of Silverlake**
- 207 **Community Development District, Manatee County, Florida, or the State of Florida or**
- 208 **of Any Political Subdivision Thereof, But Shall Be Payable from Special Assessments**

Assessed and Levied on the Property Within the District Benefited By the Improvements and Subject to Assessment; Providing for the Judicial Validation of Such Bonds; and Providing for Other Related Matters

- Consideration of Acquisition Agreement
- Consideration of Temporary Construction Easement

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, Resolution 2023-29, Reconsidering and Approving Certain Board Actions Evidenced by Resolutions 2023-01 Through 2023-26 Adopted at a Duly Advertised Meeting of the Board of Supervisors Held November 3, 2022, and All Other Actions Taken by the Board, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolutions Ratifying the Actions of the District Manager

Ms. Suit presented the following:

- A. Resolution 2023-30, Amending Resolution 2023-24 to Re-Set the Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2023-30, Amending Resolution 2023-24 to Re-Set the Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

- B. Resolution 2023-31, Amending Resolution 2023-25 to Re-Set the Date, Time, and Location of the Public Hearing on Imposing a Special Assessment on Certain Property Regarding Within the District Generally Described as Silverlake Community Development District in Accordance with Chapters 170, 190 and 197, *Florida Statutes*, and Providing an Effective Date

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2023-31, Amending Resolution 2023-25 to Re-Set the Date, Time, and Location of the Public Hearing on Imposing a Special Assessment on Certain Property Regarding Within the District Generally Described as Silverlake Community Development District in Accordance with Chapters 170, 190 and 197, Florida Statutes, and Providing an Effective Date, was adopted.

- C. Resolution 2023-32, Amending Resolution 2023-18 to Re-Set the Date of the Public Hearing on the Proposed Budget for Fiscal Year 2022/2023; Ratifying the Actions of the District Manager to Provide Notice Thereof; Providing for a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2023-32, Amending Resolution 2023-18 to Re-Set the Date of the Public Hearing on the Proposed Budget for Fiscal Year 2022/2023; Ratifying the Actions of the District Manager to Provide Notice Thereof; Providing for a Severability Clause; and Providing an Effective Date, was adopted.

- D. Resolution 2023-33, Ratifying the Amendment to Resolution 2023-13 to Re-Set the Date of the Public Hearing to Consider and Hear Comment on the Adoption of Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, Resolution 2023-33, Ratifying the Amendment to Resolution 2023-13 to Re-Set the Date of the Public Hearing to Consider and Hear Comment on the Adoption of Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability;

Providing for Conflict and Providing for an
Effective Date

A. Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2023-34, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Silverlake Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

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

No members of the public spoke.

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

Ms. Suit presented Resolution 2023-34.

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, Resolution 2023-34, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Silverlake Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Security of Certain Public Improvements

- *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*

- *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*

These items occurred below.

- A. Affidavit/Proof of Publication
- B. Mailed Notice to Property Owners(s)
- C. Engineer's Report (*for informational purposes*)
- D. Master Special Assessment Methodology Report (*for informational purposes*)

These items were included for informational purposes.

- E. Consideration of Resolution 2023-35, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date

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

- *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*

No members of the public or affected property owners spoke.

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

- *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*

The Board, sitting as the Equalizing Board, made no changes to the assessment levels.

Ms. Suit presented Resolution 2023-35 and read the title.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2023-35, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2022/2023 Budget

A. Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2023-36, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

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

No members of the public spoke.

Ms. Suit stated that the new "Property Insurance" line item and amounts were incorporated into the budget.

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

Ms. Suit presented Resolution 2023-36.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2023-36, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-37, Authorizing the Issuance of Not Exceeding \$5,000,000 Silverlake Community Development District, Special Assessment Bonds, Series 2023 (Assessment Area One) (the "Bonds") to Finance Certain Public Infrastructure Within Assessment Area One Within the District; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Approving the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Bonds; Authorizing the Use of That Certain Master Trust Indenture Previously Approved by the District With Respect to the Bonds and Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture Governing the Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer's Report; Making Certain Declarations; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date

Mr. Sanford presented Resolution 2023-37. This Resolution accomplishes the following:

- 447 ➤ Sets forth the parameters of the maximum principal amount of bonds up to \$5 million
448 to finance a portion of the Capital Improvement Plan (CIP) related to Assessment Area One.
- 449 ➤ Authorizes issuing additional bonds for the remainder of the CDD in one or more series.
- 450 ➤ Supplements the actions taken on November 3, 2022 related to Resolution 2023-26.
- 451 ➤ Approves certain documents in substantial form that are needed to market, price and
452 sell the bonds.

453

454 **On MOTION by Mr. Aponte and seconded by Ms. Diggs, with all in favor,**
455 **Resolution 2023-37, Authorizing the Issuance of Not Exceeding \$5,000,000**
456 **Silverlake Community Development District, Special Assessment Bonds, Series**
457 **2023 (Assessment Area One) (the “Bonds”) to Finance Certain Public**
458 **Infrastructure Within Assessment Area One Within the District; Determining**
459 **the Need for a Negotiated Limited Offering of the Bonds and Providing for a**
460 **Delegated Award of Such Bonds; Approving the Underwriter for the Limited**
461 **Offering of the Bonds; Approving the Form of and Authorizing the Execution**
462 **and Delivery of a Bond Purchase Contract With Respect to the Bonds;**
463 **Authorizing the Use of That Certain Master Trust Indenture Previously**
464 **Approved by the District With Respect to the Bonds and Approving the Form of**
465 **and Authorizing the Execution and Delivery of a First Supplemental Trust**
466 **Indenture Governing the Bonds; Approving the Form of and Authorizing the**
467 **Distribution of a Preliminary Limited Offering Memorandum; Approving the**
468 **Execution and Delivery of a Final Limited Offering Memorandum; Approving**
469 **the Form of and Authorizing the Execution of a Continuing Disclosure**
470 **Agreement, and Appointing a Dissemination Agent; Approving the Application**
471 **of Bond Proceeds; Authorizing Certain Modifications to the Assessment**
472 **Methodology Report and Engineer’s Report; Making Certain Declarations;**
473 **Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry**
474 **Only System; Authorizing the Proper Officials to Do All Things Deemed**
475 **Necessary in Connection with the Issuance, Sale and Delivery of the Bonds; and**
476 **Providing for Severability, Conflicts and an Effective Date, was adopted.**

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479 **TWELFTH ORDER OF BUSINESS**

**Presentation of Engineer’s Report (for
informational purposes)**

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481

482 The Engineer’s Report dated October 31, 2022 was included for informational purposes.

483

484 **THIRTEENTH ORDER OF BUSINESS**

**Presentation of Preliminary Supplemental
Special Assessment Methodology Report**

485

486

487 Ms. Suit presented the Preliminary Supplemental Special Assessment Methodology
488 Report dated February 6, 2023. She noted the following:

489 ➤ The CDD consists of approximately 144.19+/- acres.

490 ➤ The Development Plan anticipates 418 single-family residential units developed in two
491 or more phases. Phase I consists of 214 residential units and is referred to as Assessment Area
492 One.

493 ➤ The anticipated par amount of Special Assessment bonds, "Series 2023", to be issued is
494 \$3,705,000 to finance an estimated \$3,091,997.33 in Project costs attributable to Phase 1, with
495 the balance anticipated to be contributed by the Developer.

496 Ms. Suit discussed the terms of the bond issuances, the 12-month capitalized interest
497 period, True-Up mechanisms and the Equivalent Residential Unit (ERU) weightings.

498

499 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-38, Setting
Forth the Specific Terms of the District's Special
Assessment Revenue Bonds, Series 2023; Making
Certain Additional Findings and Confirming and/or
Adopting a Supplemental Engineer's Report and a
Supplemental Assessment Report; Delegating
Authority to Prepare Final Reports and Update
this Resolution; Confirming the Maximum
Assessment Lien Securing the Bonds; Addressing
the Allocation and Collection of the Assessments
Securing the Bonds; Addressing Prepayments;
Addressing True-Up Payments; Providing for the
Supplementation of the Improvement Lien Book;
and Providing for Conflicts, Severability and an
Effective Date**

500

501 Ms. Suit presented Resolution 2023-38.

502

503 **On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor,**
504 **Resolution 2023-38, Setting Forth the Specific Terms of the District's Special**
505 **Assessment Revenue Bonds, Series 2023; Making Certain Additional Findings**
506 **and Confirming and/or Adopting a Supplemental Engineer's Report and a**
507 **Supplemental Assessment Report; Delegating Authority to Prepare Final**
508 **Reports and Update this Resolution; Confirming the Maximum Assessment Lien**
509 **Securing the Bonds; Addressing the Allocation and Collection of the**
510 **Assessments Securing the Bonds; Addressing Prepayments; Addressing True-**
511 **Up Payments; Providing for the Supplementation of the Improvement Lien**
512 **Book; and Providing for Conflicts, Severability and an Effective Date, was**
513 **adopted.**

514

515

FIFTEENTH ORDER OF BUSINESS**Consideration of Forms of Issuer's Counsel Documents**

Mr. Earlywine discussed the purpose of the following items and recommended approval in substantial form:

A. Declarations of Consent**B. Notice of Special Assessments****C. True-Up Agreement**

The True-Up Agreement is not needed.

D. Disclosure of Public Finance

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the Declarations of Consent, Notice of Special Assessments and Disclosure of Public Finance, in substantial form, were approved.

SIXTEENTH ORDER OF BUSINESS**Consideration of CDD/HOA Maintenance Agreement**

The HOA's information will be emailed to Mr. Earlywine to insert into the Agreement.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the CDD/HOA Maintenance Agreement, in substantial form, was approved.

SEVENTEENTH ORDER OF BUSINESS**Consideration of Resolution 2023-40, to Designate the Date, Time and Place of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Policies and Rates Regarding District Amenity Facilities**

Ms. Suit presented Resolution 2023-40.

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, Resolution 2023-40, to Designate the Date, Time and Place to May 1, 2023 at 5:00 p.m., at Mackay Gardens and Lakeside Preserve, 945 Mackay Blvd., Lake Alfred, Florida 33850, for a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Policies and Rates Regarding District Amenity Facilities, was adopted.

EIGHTEENTH ORDER OF BUSINESS

**Consider Ratification and Acceptance of
Petitioner's Agreement Regarding
Silverlake Community Development
District**

Mr. Earlywine explained the purpose of the Petitioner's Agreement. He will prepare the Interlocal Agreement with the City and CDD.

**On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the
Petitioner's Agreement Regarding Silverlake Community Development District
and the City of Lake Alfred and Assignment of the Petitioner's Agreement to
the CDD from the Developer, were ratified and approved.**

NINETEENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-07,
Designating the Primary Administrative
Office and Principal Headquarters of the
District and Providing an Effective Date**

This item was deferred.

TWENTIETH ORDER OF BUSINESS

**Consideration of Resolution 2023-14,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2022/2023 and Providing for an Effective
Date**

This item was deferred.

TWENTY-FIRST ORDER OF BUSINESS

Approval of Minutes

Ms. Suit presented the following:

A. November 3, 2022 Organizational Meeting

B. December 6, 2022 Landowners' Meeting

Throughout both: Change "LeFere" to Lefere"

**On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the
November 3, 2022 Organizational Meeting and the December 6, 2022
Landowners' Meeting, both as amended, were approved.**

TWENTY-SECOND ORDER OF BUSINESS

Staff Reports

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

Mr. Earlywine stated invitations will be emailed for the bond validation hearing next week. Certain people must attend and others can participate telephonically.

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, acquisition of all completed improvements that are contemplated in the Engineer's Report, within the amounts set forth in the Engineer's Report, subject to District Staff's preparation of the necessary documents in payment of the requisition, was approved.

Mr. Earlywine was asked to make sure Mr. Rogers is in and accepts the bond validation hearing invitation.

B. District Engineer (Interim): *Colliers Engineering & Design*

There was no report.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 8, 2023 at 5:00 p.m.
- QUORUM CHECK

Ms. Suit stated the next meeting will be on May 1, 2023.

TWENTY-THIRD ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWENTY-FOURTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TWENTY-FIFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the meeting adjourned at 5:33 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair