

SILVERLAKE

**COMMUNITY DEVELOPMENT
DISTRICT**

February 3, 2025

**BOARD OF SUPERVISORS
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

January 27, 2025

Board of Supervisors
Silverlake Community Development District

Dear Board Members:

The Board of Supervisors of the Silverlake Community Development District will hold a Regular Meeting on February 3, 2025 at 5:00 p.m., at Mackay Gardens and Lakeside Preserve, 945 Mackay Boulevard, 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 Newly Elected Supervisors (Kat Diggs - Seat 3, Melisa Sgro - Seat 4, Connor Gallagher - Seat 5) (*the following to be provided under a separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Office
4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
6. Ratification Items
 - A. Fiscal Year 2024/2025 Deficit Funding Agreement
 - B. Sunrise Landscape Proposals

ATTENDEES:

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

NOTE: Meeting Location

- I. Round About Bed Refresh 2024 [\$3,763]
 - II. Mulch 2024 [\$19,930.84]
- C. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement
- D. Air-Conomics, LLC Addendum to Proposal for Air Conditioning Maintenance Services
- E. SR Landscaping, LLC Second Amendment to Agreement for Landscape and Irrigation Maintenance Services
- F. Eco-Logic Services, LLC First Amendment to Agreement for Wetland Mitigation and Maintenance Services
- G. Polk County Property Appraiser Items
 - I. 2025 Data Sharing and Usage Agreement
 - II. Contract Agreement
7. Consideration of Amended and Restated Second Amendment to Landscape Maintenance Agreement
8. Consideration of Corrective Special Warranty Deed
9. Consideration of Perpetual Access and Maintenance Easement Agreement for Silverlake Phase 2 Lakes and Stormwater Drainage Facilities, Water Management Berms, Irrigation, and Landscape Improvements
10. Acceptance of Unaudited Financial Statements as of December 31, 2024
11. Approval of Minutes
 - A. August 5, 2024 Public Hearings and Regular Meeting
 - B. November 5, 2024 Landowners' Meeting
12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Colliers Engineering & Design*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Update: CDD 101 (*immediately following adjournment*)
 - NEXT MEETING DATE: March 3, 2025 at 5:00 PM

o 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	MELISA SGRO	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	CONNOR GALLAGHER	☐	IN PERSON	☐	PHONE	☐	NO

13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

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

Sincerely,



Kristen Suit
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

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT 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.

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 entirely within the City of Lake Alfred, Polk County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

Katarina (Kat) Diggs	Seat 3	208 Votes
Melisa Sgro	Seat 4	208 Votes
Connor Gallagher	Seat 5	207 Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

Katarina (Kat) Diggs	Seat 3	4-Year Term
Melisa Sgro	Seat 4	4-Year Term
Connor Gallagher	Seat 5	2-Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of February, 2025.

Attest:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT ELECTING
AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR
AN EFFECTIVE DATE.**

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

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

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

SECTION 1. The following is/are elected as Officer(s) of the District effective February 3, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 3, 2025:

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

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 3RD DAY OF FEBRUARY, 2025.

ATTEST:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

**SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 DEFICIT BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this 17 day of December, 2025, by and between:

Silverlake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Pulte Home Company, LLC, a Michigan limited liability company, and the developer of the lands in the District ("**Developer**") with a mailing address of 2662 South Falkenburg Road, Riverview, Florida 33578.

RECITALS

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

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2024/2025, which year begins on October 1, 2024, and concludes on September 30, 2025; and

WHEREAS, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2024/2025 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying additional assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect additional non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. Developer hereby specifically consents to the possible budget amendment for landscape maintenance services. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or additional assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy additional assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right,

remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

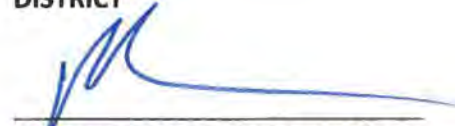
9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision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

10. **EFFECTIVE DATE.** The Agreement shall be effective as of the date of execution by both parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**



Chairperson, Board of Supervisors

PULTE HOME COMPANY, LLC


By: Jeffrey Decson
Its: Vice President - Land Development

Exhibit A: Fiscal Year 2024/2025 General Fund Budget

Exhibit A

Fiscal Year 2024/2025 General Fund Budget

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2025**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
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**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$257,985
Allowable discounts (4%)	-				(10,319)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	247,666
Assessment levy: off-roll	230,112	115,056	115,056	230,112	228,714
Landowner contribution	118,203	19,337	116,050	135,387	-
Misc. income	-	6,530	-	6,530	-
Total revenues	<u>348,315</u>	<u>140,923</u>	<u>231,106</u>	<u>372,029</u>	<u>476,380</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	15,000	6,105	8,895	15,000	15,000
Engineering	5,000	-	10,000	10,000	5,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	2,000	500	1,500	2,000	2,000
EMMA software service	-	-	-	-	1,500
Trustee*	9,000	3,750	5,250	9,000	9,000
Telephone	200	100	100	200	200
Postage	250	56	194	250	250
Printing & binding	500	250	250	500	500
Legal advertising	3,000	584	2,416	3,000	3,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	6,916	-	6,916	5,500
Contingencies/bank charges	750	8	742	750	750
Website hosting & maintenance	1,680	1,680	-	1,680	705
Website ADA compliance	210	210	-	210	210
Tax collector	-	-	-	-	7,740
Total professional & administrative	<u>97,265</u>	<u>44,334</u>	<u>59,347</u>	<u>103,681</u>	<u>105,530</u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
Field operations					
Field operations manager	6,000	3,000	3,000	6,000	6,000
Landscape maintenance	94,252	31,212	63,040	94,252	125,000
Mulch	25,480	-	25,480	25,480	51,000
Irrigation repairs	5,000	-	5,000	5,000	5,000
Landscape replacement	6,000	-	6,000	6,000	6,000
Pressure cleaning	4,000	-	4,000	4,000	4,000
Dog Park Cleaning	-	-	-	-	4,560
Pool maintenance	13,000	-	13,000	13,000	19,400
Pool permit	300	-	300	300	300
Clubhouse pest control	375	-	375	375	3,640
Clubhouse/pool repairs	750	-	750	750	1,500
Clubhouse supplies	750	-	750	750	1,500
Clubhouse janitorial	7,500	380	7,120	7,500	8,400
Clubhouse fobs-cameras	750	-	750	750	1,500
Holiday decorations	4,000	-	4,000	4,000	4,000
General repairs/supplies	5,000	195	4,805	5,000	5,000
Mitigation/pond maintenance	10,000	-	7,200	7,200	7,200
Utilities					
Electric- common area	5,000	-	5,000	5,000	8,000
Water- clubhouse and pool	2,500	-	2,500	2,500	5,000
Streetlights	40,543	12,474	28,069	40,543	61,000
Internet- clubhouse	1,000	-	1,000	1,000	2,000
Property insurance	10,000	15,198	-	15,198	32,000
Undoced items	-	2,487	(2,487)	-	-
Total field operations	242,200	64,946	179,652	244,598	362,000
Total expenditures	339,465	109,280	238,999	348,279	467,530
Excess/(deficiency) of revenues over/(under) expenditures	8,850	31,643	(7,893)	23,750	8,850
Fund balance - beginning (unaudited)	8,850	(6,050)	25,593	(6,050)	17,700
Fund balance - ending (projected)					
Assigned					
Future repairs***	17,700	17,700	17,700	17,700	26,550
Unassigned	-	7,893	-	-	-
Fund balance - ending	<u>\$ 17,700</u>	<u>\$ 25,593</u>	<u>\$ 17,700</u>	<u>\$ 17,700</u>	<u>\$ 26,550</u>

**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	\$ 2,083.00
Pavers	30	30	\$ 50,000.00	\$ 833.00
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	\$ 1,250.00
Clubhouse - Roofing	35	35	\$ 30,000.00	\$ 430.00
Clubhouse - Exterior Painting	7	7	\$ 10,000.00	\$ 714.00
Clubhouse - Restroom	25	25	\$ 20,000.00	\$ 400.00
Total			\$ 266,000.00	\$ 8,850.00

**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	15,000
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	5,000
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.	
EMMA software service	1,500
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.	
EXPENDITURES (continued)	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	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	705
Website ADA compliance	210

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

Field operations manager	6,000
Landscape maintenance	125,000
Mulch	51,000
Irrigation repairs	5,000
Landscape replacement	6,000
Pressure cleaning	4,000
Dog Park Cleaning	4,560
Pool maintenance	19,400
Pool permit	300
Clubhouse pest control	3,640
Clubhouse/pool repairs	1,500
Clubhouse supplies	1,500
Clubhouse janitorial	8,400
Clubhouse fobs-cameras	1,500
Holiday decorations	4,000
General repairs/supplies	5,000
Mitigation/pond maintenance	7,200
Utilities	
Electric- common area	8,000
Water- clubhouse and pool	5,000
Streetlights	61,000
Internet- clubhouse	2,000
Property insurance	32,000
Total expenditures	<u><u>\$467,530</u></u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				Adopted Budget FY 2025
	Amended Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Revenue & Expenditures	
REVENUES					
Special assessment - on-roll	\$ -				\$ 278,225
Allowable discounts (4%)	-				(11,129)
Assessment levy: net	-	\$ -	\$ -	\$ -	267,096
Special assessment: off-roll	258,749	129,375	129,374	258,749	\$ -
Interest	-	5,407	-	5,407	-
Total revenues	258,749	134,782	129,374	264,156	267,096
EXPENDITURES					
Debt service					
Principal	55,000	-	55,000	55,000	55,000
Interest	202,863	101,431	101,431	202,862	200,388
Tax collector	-	-	-	-	8,347
Total other fees & charges	-	-	-	-	8,347
Total expenditures	257,863	101,431	156,431	257,862	263,735
Excess/(deficiency) of revenues over/(under) expenditures	886	33,351	(27,057)	6,294	3,361
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(2,530)	-	(2,530)	-
Total other financing sources/(uses)	-	(2,530)	-	(2,530)	-
Fund balance:					
Net increase/(decrease) in fund balance	886	30,821	(27,057)	3,764	3,361
Beginning fund balance (unaudited)	281,792	230,797	261,618	230,797	234,561
Ending fund balance (projected)	\$ 282,678	\$ 261,618	\$ 234,561	\$ 234,561	237,922
Use of fund balance:					
Debt service reserve account balance (required)					(129,375)
Principal and Interest expense - November 1, 2025					(98,956)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 9,591

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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		3,996,562.56	7,796,562.56	

SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024 (Assessment Area Two)
FISCAL YEAR 2025

	Fiscal Year 2024				Adopted Budget FY 2025
	Amended Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Revenue & Expenditures	
REVENUES					
Special assessment: off-roll	-	-	-	-	\$ 252,319
Total revenues	-	-	-	-	252,319
EXPENDITURES					
Debt service					
Principal	-	-	-	-	55,000
Interest	-	-	-	-	179,252
Total debt service	-	-	-	-	234,252
Other fees & charges					
Costs of issuance	-	-	\$ 198,525	\$ 198,525	-
Underwriter's discount	-	-	73,500	73,500	-
Total other fees & charges	-	-	272,025	272,025	-
Total expenditures	-	-	272,025	272,025	234,252
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(272,025)	(272,025)	18,067
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	491,906	491,906	-
Original issue discount	-	-	(13,748)	(13,748)	-
Total other financing sources/(uses)	-	-	478,158	478,158	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	206,133	206,133	18,067
Beginning fund balance (unaudited)	-	-	-	-	206,133
Ending fund balance (projected)	\$ -	\$ -	\$ 206,133	\$ 206,133	224,200
Use of fund balance:					
Debt service reserve account balance (required)					(126,159)
Principal and Interest expense - November 1, 2025					(98,041)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ -

SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE (Assessment Area Two)

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			79,974.05	79,974.05	3,675,000.00
05/01/25	55,000.00	4.500%	99,278.13	154,278.13	3,620,000.00
11/01/25			98,040.63	98,040.63	3,620,000.00
05/01/26	55,000.00	4.500%	98,040.63	153,040.63	3,565,000.00
11/01/26			96,803.13	96,803.13	3,565,000.00
05/01/27	60,000.00	4.500%	96,803.13	156,803.13	3,505,000.00
11/01/27			95,453.13	95,453.13	3,505,000.00
05/01/28	60,000.00	4.500%	95,453.13	155,453.13	3,445,000.00
11/01/28			94,103.13	94,103.13	3,445,000.00
05/01/29	65,000.00	4.500%	94,103.13	159,103.13	3,380,000.00
11/01/29			92,640.63	92,640.63	3,380,000.00
05/01/30	65,000.00	4.500%	92,640.63	157,640.63	3,315,000.00
11/01/30			91,178.13	91,178.13	3,315,000.00
05/01/31	70,000.00	4.500%	91,178.13	161,178.13	3,245,000.00
11/01/31			89,603.13	89,603.13	3,245,000.00
05/01/32	75,000.00	5.375%	89,603.13	164,603.13	3,170,000.00
11/01/32			87,587.50	87,587.50	3,170,000.00
05/01/33	75,000.00	5.375%	87,587.50	162,587.50	3,095,000.00
11/01/33			85,571.88	85,571.88	3,095,000.00
05/01/34	80,000.00	5.375%	85,571.88	165,571.88	3,015,000.00
11/01/34			83,421.88	83,421.88	3,015,000.00
05/01/35	85,000.00	5.375%	83,421.88	168,421.88	2,930,000.00
11/01/35			81,137.50	81,137.50	2,930,000.00
05/01/36	90,000.00	5.375%	81,137.50	171,137.50	2,840,000.00
11/01/36			78,718.75	78,718.75	2,840,000.00
05/01/37	95,000.00	5.375%	78,718.75	173,718.75	2,745,000.00
11/01/37			76,165.63	76,165.63	2,745,000.00
05/01/38	100,000.00	5.375%	76,165.63	176,165.63	2,645,000.00
11/01/38			73,478.13	73,478.13	2,645,000.00
05/01/39	105,000.00	5.375%	73,478.13	178,478.13	2,540,000.00
11/01/39			70,656.25	70,656.25	2,540,000.00
05/01/40	110,000.00	5.375%	70,656.25	180,656.25	2,430,000.00
11/01/40			67,700.00	67,700.00	2,430,000.00
05/01/41	120,000.00	5.375%	67,700.00	187,700.00	2,310,000.00
11/01/41			64,475.00	64,475.00	2,310,000.00
05/01/42	125,000.00	5.375%	64,475.00	189,475.00	2,185,000.00
11/01/42			61,115.63	61,115.63	2,185,000.00
05/01/43	130,000.00	5.375%	61,115.63	191,115.63	2,055,000.00
11/01/43			57,621.88	57,621.88	2,055,000.00
05/01/44	140,000.00	5.375%	57,621.88	197,621.88	1,915,000.00
11/01/44			53,859.38	53,859.38	1,915,000.00
05/01/45	145,000.00	5.625%	53,859.38	198,859.38	1,770,000.00
11/01/45			49,781.25	49,781.25	1,770,000.00
05/01/46	155,000.00	5.625%	49,781.25	204,781.25	1,615,000.00
11/01/46			45,421.88	45,421.88	1,615,000.00
05/01/47	165,000.00	5.625%	45,421.88	210,421.88	1,450,000.00
11/01/47			40,781.25	40,781.25	1,450,000.00
05/01/48	175,000.00	5.625%	40,781.25	215,781.25	1,275,000.00
11/01/48			35,859.38	35,859.38	1,275,000.00
05/01/49	185,000.00	5.625%	35,859.38	220,859.38	1,090,000.00

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE (Assessment Area Two)**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/49			30,656.25	30,656.25	1,090,000.00
05/01/50	195,000.00	5.625%	30,656.25	225,656.25	895,000.00
11/01/50			25,171.88	25,171.88	895,000.00
05/01/51	205,000.00	5.625%	25,171.88	230,171.88	690,000.00
11/01/51			19,406.25	19,406.25	690,000.00
05/01/52	215,000.00	5.625%	19,406.25	234,406.25	475,000.00
11/01/52			13,359.38	13,359.38	475,000.00
05/01/53	230,000.00	5.625%	13,359.38	243,359.38	245,000.00
11/01/53			6,890.63	6,890.63	245,000.00
05/01/54	245,000.00	5.625%	6,890.63	251,890.63	-
11/01/54			-	-	-
Total	3,675,000.00		3,912,571.12	7,587,571.12	

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments

Series 2023

		FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Product/Parcel	Units				
SF 40'	106	1,205.54	1,154.46	2,360.00	1,906.94
SF 50'	108	1,205.54	1,443.08	2,648.62	2,175.35
Total	214				

Off-Roll Assessments

Series 2024

		FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Product/Parcel	Units				
SF 40'	80	1,121.15	1,073.69	2,194.84	235.86
SF 50'	124	1,121.15	1,342.12	2,463.27	253.86
Total	204				

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS BI



Proposal Prepared for:

Silverlake CDD
917 Silverlake Blvd
Lake Alfred, Florida 33850
Contact: Kristen Suit
Email: suik@whhassociates.com

Prepared by:

Tom Bryant
Email: tbryant@sunriselandscape.com
Proposal Date: 10/29/2024
Proposal #: 17076

Round about bed refresh 2024







Purpose: Provide pricing to remove and replace struggling plant materials in Silverlake roundabout plant bed.

Process: Sunrise to remove and dispose of all struggling Dune Sunflower bushes and install 60 new Ixora shrubs in their place. Price includes new mulch and any needed irrigation adjustments for new plants.

Plant list: (new materials)

(65) #3 Ixora shrub



Result: Plant bed refreshed as needed.

Proposal Pricing is valid for 30 days from the proposal date.

PROJECT TOTAL: \$3,763.00

Terms and Conditions:

1. Services: For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. Terms: Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. Insurance: Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. Property Damage: Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. Limitation of Liability: The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6. **Catastrophic or Natural Events:** Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.
7. **Severability and Waiver:** If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.
8. **Amendments:** No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
9. **Choice of Law and Forum; Attorney's Fees:** The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
10. **Liens:** Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By 
Tom Bryant
Date 10/29/2024
Sunrise Landscape

By Brady Lefere Digitally signed by Brady Lefere
Date 10-3--24
Silverlake CDD

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS BII

**Proposal Prepared for:**

Silverlake CDD
917 Silverlake Blvd
Lake Alfred, Florida 33850
Contact: Kristen Suit
Email: suik@whhassociates.com

Prepared by:

Tom Bryant
Email: tbryant@sunriselandscape.com
Proposal Date: 1/8/2025
Proposal #: 18919

Mulch 2024

Purpose: Provide pricing to supply and install +/-200 yards of pine bark mulch in CDD common area and +/- 64 yards coco brown shredded mulch at amenity.

Process: Sunrise to supply and install +/- 2" bark mulch in all common area and amenity plant beds. We will dispose of all packaging off site.

This proposal does not include and new areas that were recently mulched upon installation.

Results: All common area and amenity plant beds mulched for residents to enjoy.

Proposal Pricing is valid for 30 days from the proposal date.

PROJECT TOTAL: \$19,930.84

Terms and Conditions:

1. **Services:** For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. **Terms:** Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. **Insurance:** Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. **Property Damage:** Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. **Limitation of Liability:** The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
6. **Catastrophic or Natural Events:** Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until

such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. Severability and Waiver: If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.
8. Amendments: No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
9. Choice of Law and Forum; Attorney's Fees: The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
10. Liens: Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By



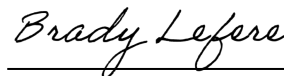
Tom Bryant

Date

1/8/2025

Sunrise Landscape

By



Date

1-9-24

Silverlake CDD

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Silverlake Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Silverlake Community Development District

By: 
Print: Brady Lefere
Title: Chairperson
Date: May 15, 2024

Disclosure Technology Services, LLC

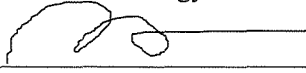
By: 
Print: Michael Klurman
Title: Vice President
Date: 05-09-24

Exhibit A – Fee Schedule

Annual License Fee:

1. \$3,500 at Bond Closing to be paid from issuance cost budget.
2. Bond Year 2025 and forward -- \$3500 per annum for Series 2023 and Series 2024 Bonds.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

PUBLIC RECORDS. DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS 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 DTS 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 DTS'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 DTS, DTS 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 DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Wrathell Hunt & Associates, 2300 Glades Road, Ste #410W, Boca Raton, FL 33431; Attention: Craig Wrathell.

LIMITATIONS ON LIABILITY. Nothing in the 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 or law, 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.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in

the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS D

**ADDENDUM TO PROPOSAL BETWEEN THE SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT ("DISTRICT") AND AIR-CONOMICS, LLC ("CONTRACTOR")
FOR AIR CONDITIONING MAINTENANCE SERVICES**

District:	Silverlake Community Development District	Contractor:	Air-Conomics, LLC
Mailing Address:	2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Mailing Address:	1870 US Hwy 17-92, Unit 21 Lake Alfred, Florida 33850
Phone:	(561) 571-0010	Phone:	(863) 632-1617

The following provisions govern the proposal submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the "Proposal," and as modified by this Addendum, the "Agreement") for Air Conditioning maintenance services:

1. Compensation due from the District for the services shall total **Six Hundred Forty Dollars (\$640.00)** annually per system for the maintenance services, for a total annual amount of **One Thousand Two Hundred Eighty Dollars (\$1,280.00)**. Payment shall be made upon completion of the services and acceptance by the District.
Payment shall be made, and invoices shall be rendered in accordance with Florida's Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Any increases in price must be approved in writing by the District.
2. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. If any automobiles are to be used on the District's property, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents, and supervisors shall be named as additional insureds (for all coverages except workers' compensation coverage). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

3. To the extent that the Contractor provides any materials or workmanship under this Agreement to the District, the Contractor warrants to the District that the materials that are furnished under this Agreement shall be new, and that the workmanship and materials shall be of good quality, and free from faults and defects. If any such workmanship or materials are found to be defective, deficient, or not in accordance with the Agreement, and without intending to limit any other remedies, the Contractor shall correct, remove, and replace such workmanship or materials promptly at the Contractor's expense after receipt of a written notice from the District. To the extent that manufacturers' warranties are available, such manufacturers' warranties shall extend for the duration of their respective terms, and the Contractor hereby assigns all manufacturers' warranties, if any, to the District, and shall provide evidence of the same. None of the warranties set forth herein shall cover abuse or abnormal damage occurring after completion of the services and not as a result of the acts or omissions of Contractor (or manufacturers, as applicable). In addition to all manufacturers' warranties for materials purchased for purposes of this Agreement, which Contractor shall assign to the District, the Services, all labor, and materials provided by

the Contractor pursuant to this Agreement shall be warranted for workmanship for a period of ninety (90) days after final completion and acceptance by the District.

4. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify, and hold harmless the District and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any acts or omissions of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
5. In all matters relating to the Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of the Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity.
6. In performing its obligations under the Agreement, Contractor and each of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor shall comply with, and all services rendered shall comply with, all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment, and other property.
7. Contractor agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, 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 such limitations of liability or by operation of law.
8. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kristen Suit** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; SUITK@WHHASSOCIATES.COM; OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

9. 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the 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 the 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 the Agreement.
10. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls.
11. The Agreement shall be deemed effective as of November 1, 2024.

AIR-CONOMICS, LLC


By: Jorge Sandoval
Its: Owner
Date: 11/5, 2024

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

Date: _____, 2024

EXHIBIT A

Pool Bathroom A/C Maintenance Services

Vendor: Air - Conomics

Location: Silverlake Community

Address: 1002 Silverlake Blvd. Lake Alfred, FL 33850 - pool gate code: #8655

2 mini-split A/C units: 1 in Women's Bathroom and 1 in Men's Bathroom

Scope of Services:

- Clear and Clean out all dirt and debris from units on a quarterly basis
- Report any repairs required with quote for review and approval
- Send report after each service
- SEE PICTURES BELOW

Pricing:

Total Quarterly Cost = \$ ~~290~~ / quarter ~~\$460~~ - Annual
\$320 / quarter \$1,280 - Annual

Vendor Notes:

See Attached



Jennifer Conklin

From: Jorge Sandoval <service@air-conomics.com>
Sent: Tuesday, July 16, 2024 8:40 PM
To: Jennifer Conklin
Subject: Air-Conomics LLC, Air Conditioning Maintenance Plans

Hello Mrs. Jennifer,

First of all, thank you for contacting us. We will be more than happy to assist you with these matters. But first of all, lets introduce myself. My Name is Jorge Sandoval, Owner of Air-Conomics LLC and Certified Clas B Air Conditioning Contractor with the State of Florida. Our License Number is CAC1823117. As a Company we have over 25 years combined experience in the Air Conditioning Industry and we proudly serve Polk County and Surrounding area.

Our goal as a company is provide a Quality, Reliable and on a Budget Service to our customers. Air-Conomics LLC was founded back in 2019 and since then we are in business and continue to grow. We are located in the beautiful City of Lake Alfred since we opened in 2019. Our office location is 1870 US Hwy 17 Unit 21 Lake Alfred FL 33850.

Now let's talk about pricing and maintenance plans available.

Option#1 Commercial System Once a Year
One Visit a Year \$190.00 Split System (Per System)
One Visit a Year \$175.00 All in One Package Unit (Per System)
Includes the Following:

1. 27 Point inspection

Indoor Unit- Blower Motor, Capacitor, Heater, Relays, Contactors, Transformers, Evaporator Coil, Drain Line Float Switch, Drain Pan Cleaning, Drain line Acid Treatment, Drain Pan Tablets, Flush Drain Line with Nitrogen, Thermostat ETC.

Outdoor Unit- Condenser Motor, Capacitor, Contactor, Compressor, Boards, Condenser Coil, Wash condenser with water, Check Pressures, Check Wiring and all electrical components ETC.

Option #2 Commercial System Every 6 Months
Two Visits a Year \$350.00 (\$175.00 Each Visit) Save \$30.00 Split System (Per System)
Two Visits a Year \$320.00 (\$160.00 Each Visit) Save \$30.00 All in One Package unit (Per System)
Includes the Following:

1. 27 Point inspection

Indoor Unit- Blower Motor, Capacitor, Heater, Relays, Contactors, Transformers, Evaporator Coil, Drain Line Float Switch, Drain Pan Cleaning, Drain line Acid Treatment, Drain Pan Tablets, Flush Drain Lines with Nitrogen, Thermostat ETC.

Outdoor Unit- Condenser Motor, Capacitor, Contactor, Compressor, Boards, Condenser Coil, Wash condenser with water, Check Pressures, Check Wiring and all electrical components ETC.

Option #3 Commerical System Every 3 Months

Four Visits a Year \$640.00 (\$160.00 Each Visit) Save \$60.00 Split System (Per System)

Four Visits a Year \$580.00 (\$145.00 Each Visit) Save \$60.00 All in One Package Unit (Per System)

Includes the Following:

1. 27 Point inspection

Indoor Unit- Blower Motor, Capacitor, Heater, Relays, Contactors, Transformers, Evaporator Coil, Drain Line Float Switch, Drain Pan Cleaning, Drain line Acid Treatment, Drain Pan Tablets, Flush Drain Line With Nitrogen, Thermostat ETC.

Outdoor Unit- Condenser Motor, Capacitor, Contactor, Compressor, Boards, Condenser Coil, Wash condenser with water, Check Pressures, Check Wiring and all electrical components ETC.

A correct Maintenance takes around 45 minutes to a one hour to be completed by a technician. After maintenance completion the technician will send a complete report to the email address provided by your company with everything detailed as how the system was performing at the time of maintenance and additional recommendations to extend the system life as much as you can.

All maintenance service needs to be scheduled in advance. Times available for Maintenance service will be between normal business hours 8am-5pm Monday through Friday. Air-Conomics LLC requires the payment for the service performed the same date unless other arrangements are agreed by both parties.

Air-Conomics LLC is committed to providing high quality service to all our customers no matter how big or small it may be.

Please feel free to contact me with your questions or concerns.

Cordially

Jorge Sandoval
Air-Conomics LLC
863-632-1617
Lic # CAC1823117

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS E

**SECOND AMENDMENT TO AGREEMENT BETWEEN SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT AND SR LANDSCAPING, LLC FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

THIS SECOND AMENDMENT (“Second Amendment”) is made and entered into this 12th day of December, 2024, by and between:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Lake Alfred, Polk County, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

SR LANDSCAPING, LLC, a Delaware limited liability company, whose address is 5521 Baptist Church Road, Tampa, Florida 33610 (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District owns, operates, and maintains certain public infrastructure improvements, including but not limited to surface water management systems, roadways, landscaping and irrigation, and other infrastructure; and

WHEREAS, the Parties previously entered into that certain *Agreement between Silverlake Community Development District and SR Landscaping, LLC for Landscape and Irrigation Maintenance Services*, dated August 1, 2023, as amended by that *First Amendment to Agreement between Silverlake Community Development District and SR Landscaping, LLC for Landscape and Irrigation Maintenance Services*, dated March 20, 2024 (“Agreement”); and

WHEREAS, Section 21 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to add to the Scope of Services and increase the total compensation due to the Contractor as set forth in more detail below and in the Contractor’s proposal attached hereto as **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this Second Amendment.

SECTION 2. AMENDMENT OF AGREEMENT. Exhibit A of the Agreement is hereby amended to provide for the additional services as set forth in the attached **Exhibit A** (hereinafter the “Additional Services”). As compensation for the Additional Services, the District agrees to pay

an additional Seventy Thousand Four Hundred Fifty-Two Dollars and No Cents (\$70,452.00) per year to the Contractor payable in twelve (12) annual installments in accordance with the terms of the Agreement.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this Second Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this Second Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This Second Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Second Amendment on the day and year first written above.

Attest:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Kristen Suit

Secretary / Assistant Secretary

Brady Lefere

Chairperson, Board of Supervisors

SR LANDSCAPING, LLC

Jessel Severino

Witness

Jessel Severino - Branch Admin

Print Name of Witness

By: *Cameron Marcoux*

Print: Cameron Marcoux

Its: General Manager - Tampa

Exhibit A: Additional Services

EXHIBIT A

Additional Services



Landscape Maintenance Program

Landscape Maintenance

42 visits to include: mowing, edging, trimming, blowing, cleanup, tree and palm elevations up to 8', and spot treatment of weeds

Irrigation

12 irrigation inspection visits

Fertilization & Pest Control

2 turf and 2 bed fertilization applications; spot treatment of pests

Annual Landscape Maintenance Program Price:	\$70,452
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Monthly Landscape Maintenance Price:	\$5,871
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Optional Electable Services:

Electable services are not included in the contract but may be requested during the term of the contract. These services will be invoiced separately and are not included in the Annual Landscape Maintenance Program Price above. Prices for electable services listed below are representative and are subject to change based on market conditions at the time of service.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS F

**FIRST AMENDMENT TO AGREEMENT BETWEEN SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT AND ECO-LOGIC SERVICES, LLC FOR WETLAND
MITIGATION AND MAINTENANCE SERVICES**

THIS FIRST AMENDMENT (the “First Amendment”) is made and entered into this 26 day of November, 2024, by and between:

Silverlake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Lake Alfred, Polk County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

Eco-Logic Services, LLC, a Florida limited liability company, with a mailing address of P. O. Box 18204, Sarasota, Florida 34276 (the “Contractor”).

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement Between Silverlake Community Development District and Eco-Logic Services, LLC for Wetland Mitigation and Maintenance Services*, dated January 26, 2024 (the “Agreement”); and

WHEREAS, Section 19 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties desire to increase the total compensation due to Contractor under the Agreement; and

WHEREAS, the Parties desire to amend the Proposal attached as Exhibit A to the Agreement to reflect an increase in price and the addition of services; and

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this First Amendment.

SECTION 2. AMENDMENT TO COMPENSATION. The compensation due to the Contractor for the services to be performed under the Agreement shall be increased by One Thousand Four Hundred Seventy-Five Dollars (\$1,475.00) to **Two Thousand Six Hundred Seventy-Five Dollars (\$2,675.00)** for each maintenance event. This shall increase the total annual compensation due to the Contractor by Eight Thousand Eight Hundred Fifty Dollars (\$8,850.00), for a total annual amount of **Sixteen Thousand Fifty Dollars (\$16,050.00)** per year.

SECTION 3. AMENDMENT TO EXHIBIT A. Exhibit A, dated January 5, 2024, is hereby declared null and void, and replaced with the Revised Exhibit A, dated November 15, 2024, and attached hereto as **Exhibit A**.

SECTION 4. AFFIRMATION OF THE AGREEMENT. This Amendment amends the Agreement only to the extent provided herein, and otherwise the Agreement remains in full force and effect and all of the terms of the Agreement apply to this Amendment.

SECTION 5. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 6. EXECUTION IN COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this First Amendment the day and year first written above.

Attest:

Kristen Sutt

Secretary / Assistant Secretary

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Brady Lefere

By: Brady Lefere

Its: Chair

Date: 11-26-24

Attest:

C. Nabor

Witness

**ECO-LOGIC SERVICES, LLC, a Florida
limited liability company**

Peter Nabor

By: Peter Nabor

Its: Principal

Date: 11/26/2024

Exhibit A: Scope of Services

Exhibit A

Scope of Services

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: November 15, 2024

This Agreement is made effective by and between:

"Client"

Name: Silverlake CDD
Address: c/o Pulte Group
2662 S. Falkenburg Road
Riverview, FL 33578
Phone: (813) 335-5803
Representative: Mr. Brady Lefere
Email: Brady.Lefere@PulteGroup.com

"Eco-Logic Services"

Name: Eco-Logic Services LLC
Address: PO Box 18204
Sarasota, FL 34276
Phone: (941) 302-1206
Representative: Peter Nabor
Email: Pete@Eco-Logic-Services.com

Project: Silverlake Phase 1
Project Location: Polk County, FL
Fee Type: Unit price per attached Scope of Services
Retainer: No
Scope of Services: Attached

SILVERLAKE

PHASE 1



1.0 Maintenance of the Planted Areas

Eco-Logic Services will perform necessary management services on the planted wetland buffers in Phase 1 of the Silverlake site. These maintenance events will be conducted on a bi-monthly schedule (six events per year) to maintain compliance with the regulatory requirements with respect to nuisance/exotic species coverage. Maintenance will include selective applications of herbicides specifically designed and labeled for aquatic use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. These areas will be aggressively maintained to enhance growth of beneficial native species and to preclude growth of invasive species which would affect permit compliance. This effort will help to ensure that these areas meet or exceed design specifications and permit requirements. This effort will also help to ensure that the areas provide pleasant vistas for the homesites and roadways.

2.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

3.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

- | | | |
|-----|---|--------------------------------|
| 1.0 | Maintenance of the Planted Wetland Buffers..... | 6 events/year at \$2,675/event |
| 2.0 | Additional Services..... | to be billed as requested |

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GI



POLK COUNTY PROPERTY APPRAISER
2025 Data Sharing and Usage Agreement

Revised 01/2025
ADA Compliant

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the Silverlake CDD hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with FS 282.3185 and FS 501.171 and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

1. The agency will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The agency will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The agency shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The agency shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The agency shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the agency by the third party before personal identifying information is released.
6. The agency agrees to comply with all regulations for the security of confidential personal information as defined in FS 501.171.
7. The agency, when defined as "local government" by FS 282.3185, is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2025**, and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: Neil Combee
Print: Neil Combee
Title: Polk County Property Appraiser
Date: January 7, 2025

Agency: Silverlake CDD
Signature: Kristen Surt
Print: Kristen Surt
Title: Assistant Secretary
Date: 1/13/25

Please email the signed agreement to pataxroll@polk-county.net.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS GII

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 by and between the Silverlake Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Silverlake Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7. the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED BY:


Special District Representative

Kristen Suit
Print name

District Manager
Title

Date

Neil Combee
Polk County Property Appraiser
By:


Neil Combee, Property Appraiser

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

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**AMENDED AND RESTATED SECOND AMENDMENT TO AGREEMENT BETWEEN
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT AND SR LANDSCAPING,
LLC FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

THIS AMENDED AND RESTATED SECOND AMENDMENT (“Amended and Restated Second Amendment”) is made and entered into this ____ day of _____, 2025, by and between:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Lake Alfred, Polk County, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

SR LANDSCAPING, LLC, a Delaware limited liability company, whose address is 5521 Baptist Church Road, Tampa, Florida 33610 (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District owns, operates, and maintains certain public infrastructure improvements, including but not limited to surface water management systems, roadways, landscaping and irrigation, and other infrastructure; and

WHEREAS, the Parties previously entered into that certain *Agreement between Silverlake Community Development District and SR Landscaping, LLC for Landscape and Irrigation Maintenance Services*, dated August 1, 2023, as amended by that *First Amendment to Agreement between Silverlake Community Development District and SR Landscaping, LLC for Landscape and Irrigation Maintenance Services* (“First Amendment”), dated March 20, 2024, and as amended by that *Second Amendment to Agreement between Silverlake Community Development District and SR Landscaping, LLC for Landscape and Irrigation Maintenance Services* (“Second Amendment”), dated December 12, 2024, (“Agreement”); and

WHEREAS, Section 21 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties now desire to amend and restate the Second Amendment to clarify the total compensation due to the Contractor as set forth in more detail below and in the Contractor’s proposal attached hereto as **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this Amended and Restated Second Amendment.

SECTION 2. RESCINDMENT OF SECOND AMENDMENT. Upon execution of this Amended and Restated Second Amendment, the Second Amendment is hereby rescinded and is of no further force and effect.

SECTION 3. AMENDMENT OF AGREEMENT. Exhibit A of the Agreement is hereby amended to provide for the additional services as set forth in the attached **Exhibit A** (hereinafter the “Additional Services”). As compensation for the Additional Services, the District agrees to pay an additional Seventy Thousand Four Hundred Fifty-Two Dollars and No Cents (\$70,452.00) per year to the Contractor. This amendment brings the total annual compensation due to Contractor to One Hundred Forty-Six Thousand Five Hundred Thirty-Two Dollars and Eighty Cents (\$146,532.80) payable in twelve (12) annual installments in accordance with the terms of the Agreement.

SECTION 4. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Amended and Restated Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 5. AUTHORIZATION. The execution of this Amended and Restated Second Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this Amended and Restated Second Amendment.

SECTION 6. EXECUTION IN COUNTERPARTS. This Amended and Restated Second Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Amended and Restated Second Amendment on the day and year first written above.

Attest:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SR LANDSCAPING, LLC

Witness

By: _____
Print: _____
Its: _____

Print Name of Witness

Exhibit A: Additional Services

EXHIBIT A

Additional Services



Landscape Maintenance Program

Landscape Maintenance

42 visits to include: mowing, edging, trimming, blowing, cleanup, tree and palm elevations up to 8', and spot treatment of weeds

Irrigation

12 irrigation inspection visits

Fertilization & Pest Control

2 turf and 2 bed fertilization applications; spot treatment of pests

Annual Landscape Maintenance Program Price:	\$70,452
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Monthly Landscape Maintenance Price:	\$5,871
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Optional Electable Services:

Electable services are not included in the contract but may be requested during the term of the contract. These services will be invoiced separately and are not included in the Annual Landscape Maintenance Program Price above. Prices for electable services listed below are representative and are subject to change based on market conditions at the time of service.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Alyssa Willson, Esquire
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

CORRECTIVE SPECIAL WARRANTY DEED¹

THIS SPECIAL WARRANTY DEED is made to be effective as of the ____ day of _____, 2025, 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 grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in the County of Polk, State of Florida, and described more particularly below ("**Property**"):

Tracts I, JJ, L, M, P, Q, R, S, T, U, V, W, X, and Y (Open Space and Trails), Tracts AA, and Z, and Wetland Area A, as identified in the plat entitled *Silverlake Phase 2*, as recorded at Plat Book 205, Pages 18-25, 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.

¹ This *Corrective Special Warranty Deed* is being recorded to correct the Legal Description to omit Tracts "RR" and "ZZ" to that certain *Special Warranty Deed* recorded in the Official Records at Instrument No. 2024154971 on July 8, 2024.

TO HAVE AND TO HOLD the same in fee simple forever, subject to ad valorem real property taxes and non-ad valorem assessment 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.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

GRANTOR represents that Grantor has complied with the requirements of Section 196.295, Florida Statutes.

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.

[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.

WITNESSES

PULTE HOME COMPANY, LLC

By: _____
Name: _____
Address: _____

By: _____
Name: Ray Aponte
Title: Director of Land Development

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by Ray Aponte, as Director of Land Development of Pulte Home Company, LLC, a Michigan limited liability company. who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

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

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Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Alyssa Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

PERPETUAL ACCESS AND MAINTENANCE EASEMENT AGREEMENT
FOR SILVERLAKE PHASE 2 LAKES AND STORMWATER DRAINAGE FACILITIES, WATER
MANAGEMENT BERMS, IRRIGATION, AND LANDSCAPE IMPROVEMENTS

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (the “**Easement Agreement**”) is made this ____ day of _____, 2025 by **ROHLFING GROVES COMPANY**, a Florida general partnership, whose address is P.O. Box 1362, Auburndale, Florida 33823 (“**Grantor**”) in favor of **SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”) (District and Grantor are sometimes together referred to herein as the “**Parties**”).

WITNESSETH:

WHEREAS, the District is a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*, and is authorized to operate and maintain certain systems, facilities, and infrastructure improvements within or without the boundaries of the District, including but not limited to lakes and stormwater drainage facilities, water management berms, irrigation, and landscape improvements, including associated hardscape components; and

WHEREAS, Grantor is the owner in fee simple of certain real property located in Polk County, Florida, lying within the boundaries of the District, more particularly described on **Exhibit A**, attached hereto and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, for the benefit of the District and its landowners and residents, the District owns, or in the future will own, certain lakes and stormwater drainage facilities, water management berms, irrigation, and landscape related improvements located within the Easement Area (collectively, the “**Improvements**”); and

WHEREAS, Grantor agrees to grant to the District a perpetual, non-exclusive easement over the Easement Area to the District in order to allow the District to access the Easement Area in order to access and maintain the Improvements located thereupon.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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 Perpetual Non-Exclusive Easement.** Grantor hereby grants to the District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a perpetual, non-exclusive access and maintenance easement over, upon, under, through, and across the Easement Area for ingress, egress, and access for the purpose of maintaining and repairing the Improvements located thereupon. The District shall use all due care to protect the Easement Area and adjoining property from damage resulting from the District's use of same.

3. **Maintenance.** The District shall maintain, repair, and replace the Improvements at its sole cost and expense.

4. **Right to Use.** Grantor shall have the right to use the Easement Area for any purpose which is not inconsistent, or unreasonably interferes with, the rights herein afforded to the District.

5. **Indemnity.** Nothing in this Easement Agreement shall be deemed as a waiver of sovereign immunity or the monetary limits of liability of the District, including its boards, officers, agents and employees, 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 Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred or otherwise limited under the Doctrine of Sovereign Immunity or by operation of law. Grantor agrees to indemnify and hold harmless District, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**District Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against District Indemnitees which relate in any way to Grantor's use of the Easement Area. To the extent allowed by applicable law from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, District agrees to indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Grantor Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Grantor Indemnitees which relate in any way to District's use of the Easement Area.

6. **Exercise of Rights.** The rights and Easement created by this Agreement are subject to the following provisions:

(a) District shall conduct any installation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation and/or repair. Any rights granted hereunder shall be exercised by District in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

7. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of the District 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.

8. **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 land, and be binding upon, and for the benefit of, successors in interest to the Easement Area.

9. **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.

10. **Enforcement of Agreement.** In the event that either the District 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.

11. **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, signed by the

party giving notice 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 (or to such other place as any party may by notice to the others specify):

To the Grantor: Rohlfling Groves Company
P.O. Box 1362
Auburndale, Florida 33823
Attn: _____

With a copy to: _____

Attn: _____

To the District: Silverlake Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, Florida 33431
Attention: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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 District and counsel for Grantor may deliver any notice on behalf of the District and Grantor.

12. 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 the District from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

13. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

14. Public Records. Grantor understands and agrees that all documents of any kind provided to the District 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 the District caused this Access and Maintenance Easement Agreement to be executed, effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Address: _____

Chairperson, Board of Supervisors

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by Brady Lefere, as Chairperson of the Silverlake Community Development District, for and on behalf of the District. He [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

WITNESSES:

Signed, sealed and delivered
in the presence of:

GRANTOR:

ROHLFING GROVES COMPANY, a Florida
general partnership

Print Name: _____
Address: _____

Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of Rohlring Groves Company, on its behalf. S/He ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

EXHIBIT A
DESCRIPTION OF THE EASEMENT AREA

Tracts RR and ZZ, as identified in the plat entitled *Silverlake Phase 2*, as recorded at Plat Book 205, Pages 18-25, of the Official Records of Polk County, Florida.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

	General Fund	Debt Service Fund Series 2023	Debt Service Fund Series 2024	Capital Projects Fund Series 2023	Capital Projects Fund Series 2024	Total Governmental Funds
ASSETS						
Cash	\$ 519,079	\$ -	\$ -	\$ -	\$ -	\$ 519,079
Investments						
Revenue	-	12,530	126,159	-	-	138,689
Reserve		130,867	127,606	-	-	258,473
Capitalized interest	-	51	-	-	-	51
Construction	-	-	-	16,461	8,672	25,133
Cost of issuance	-	-	225	-	-	225
Interest	-	-	1,584	-	-	1,584
Sinking	-	100	-	-	-	100
Undeposited funds	4,926	-	-	-	-	4,926
Deposit	257	-	-	-	-	257
Due from Landowner	320	-	-	-	-	320
Due from general fund	-	248,993	2,684	-	-	251,677
Total assets	<u>\$ 524,582</u>	<u>\$ 392,541</u>	<u>\$ 258,258</u>	<u>\$ 16,461</u>	<u>\$ 8,672</u>	<u>\$ 1,200,514</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Contracts payable	\$ -	\$ -	\$ -	\$ -	\$ 1,671	\$ 1,671
Due to Landowner	1,920	4,486	-	-	-	6,406
Due to debt service fund 2023	248,993	-	-	-	-	248,993
Due to debt service fund 2024	2,684	-	-	-	-	2,684
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>259,597</u>	<u>4,486</u>	<u>-</u>	<u>-</u>	<u>1,671</u>	<u>265,754</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	320	-	-	-	-	320
Total deferred inflows of resource	<u>320</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>320</u>
Fund balances:						
Restricted for:						
Debt service	-	388,055	258,258	-	-	646,313
Capital projects	-	-	-	16,461	7,001	23,462
Unassigned	264,665	-	-	-	-	264,665
Total fund balances	<u>264,665</u>	<u>388,055</u>	<u>258,258</u>	<u>16,461</u>	<u>7,001</u>	<u>934,440</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 524,582</u>	<u>\$ 392,541</u>	<u>\$ 258,258</u>	<u>\$ 16,461</u>	<u>\$ 8,672</u>	<u>\$ 1,200,514</u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 235,592	\$ 237,905	\$ 247,666	96%
Assessment levy: off-roll	114,357	114,357	228,714	50%
Lot Closing Assessments	2,242	2,242	-	N/A
Total revenues	<u>352,191</u>	<u>354,504</u>	<u>476,380</u>	74%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	1,393	1,393	15,000	9%
Engineering	-	-	5,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	167	500	2,000	25%
Trustee	-	-	9,000	0%
EMMA software service	-	3,500	1,500	233%
Telephone	16	50	200	25%
Postage	27	35	250	14%
Printing & binding	42	125	500	25%
Legal advertising	-	781	3,000	26%
Annual special district fee	-	175	175	100%
Insurance	-	-	5,500	0%
Contingencies/bank charges	81	285	750	38%
Tax collector	4,712	4,758	7,740	61%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>10,438</u>	<u>24,307</u>	<u>105,530</u>	23%
Field operations				
Field operations manager	500	1,500	6,000	25%
Landscape maintenance	9,225	20,149	125,000	16%
Mulch	-	-	51,000	0%
Irrigation repairs	-	-	5,000	0%
Landscape replacement	-	-	6,000	0%
Pressure cleaning	-	1,475	4,000	37%
Dog park cleaning	-	-	4,560	0%
Pool maintenance	1,450	4,800	19,400	25%
Pool permit	-	-	300	0%
Clubhouse pest control	-	1,360	3,640	37%
Clubhouse/pool repairs	-	-	1,500	0%
Clubhouse supplies	-	-	1,500	0%
Clubhouse janitorial	1,130	2,145	8,400	26%
Clubhouse fobs-cameras	-	-	1,500	0%
Holiday decorations	-	-	4,000	0%
General repairs/supplies	-	7,545	5,000	151%

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Mitigation/pond maintenance	2,675	2,675	7,200	37%
Utilities				
Electric- common area	664	1,437	8,000	18%
Water- clubhouse and pool	102	305	5,000	6%
Streetlights	3,772	6,292	61,000	10%
Internet- clubhouse	90	270	2,000	14%
Property insurance	-	33,244	32,000	104%
Total field operations	19,608	83,197	362,000	505%
Total expenditures	30,046	107,504	467,530	23%
Excess/(deficiency) of revenues over/(under) expenditures	322,145	247,000	8,850	
Fund balances - beginning	(57,480)	17,665	17,700	
Fund balances - ending	<u>\$ 264,665</u>	<u>\$ 264,665</u>	<u>\$ 26,550</u>	

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 254,075	\$ 256,570	\$ 267,096	96%
Interest	506	2,382	-	N/A
Total revenues	<u>254,581</u>	<u>258,952</u>	<u>267,096</u>	97%
EXPENDITURES				
Principal	-	-	55,000	0%
Interest	-	100,194	200,388	50%
Tax collector	5,081	5,131	8,347	61%
Total expenditures	<u>5,081</u>	<u>105,325</u>	<u>263,735</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	249,500	153,627	3,361	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(3,282)	-	N/A
Total other financing sources	<u>-</u>	<u>(3,282)</u>	<u>-</u>	N/A
Net change in fund balances	249,500	150,345	3,361	
Fund balances - beginning	138,555	237,710	234,561	
Fund balances - ending	<u>\$ 388,055</u>	<u>\$ 388,055</u>	<u>\$ 237,922</u>	

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 126,159	\$ 126,159	\$ 252,319	50%
Lot Closing Assessments	2,684	2,684	-	N/A
Interest	463	2,086	-	N/A
Total revenues	<u>129,306</u>	<u>130,929</u>	<u>252,319</u>	52%
EXPENDITURES				
Principal	-	-	55,000	0%
Interest	-	79,974	179,252	45%
Total expenditures	<u>-</u>	<u>79,974</u>	<u>234,252</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	129,306	50,955	18,067	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(1,494)	-	N/A
Total other financing sources	<u>-</u>	<u>(1,494)</u>	<u>-</u>	N/A
Net change in fund balances	129,306	49,461	18,067	
Fund balances - beginning	128,952	208,797	206,133	
Fund balances - ending	<u>\$ 258,258</u>	<u>\$ 258,258</u>	<u>\$ 224,200</u>	

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 59	\$ 172
Total revenues	<u>59</u>	<u>172</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	59	172
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>3,282</u>
Total other financing sources/(uses)	<u>-</u>	<u>3,282</u>
Net change in fund balances	59	3,454
Fund balances - beginning	<u>16,402</u>	<u>13,007</u>
Fund balances - ending	<u><u>\$ 16,461</u></u>	<u><u>\$ 16,461</u></u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 31	\$ 92
Total revenues	<u>31</u>	<u>92</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	31	92
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	1,494
Total other financing sources/(uses)	<u>-</u>	<u>1,494</u>
Net change in fund balances	31	1,586
Fund balances - beginning	6,970	5,415
Fund balances - ending	<u><u>\$ 7,001</u></u>	<u><u>\$ 7,001</u></u>

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Silverlake Community Development District held Public Hearings and a Regular Meeting on August 5, 2024 at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850.

Present at the meeting were:

Brady Lefere	Chair
Melisa Sgro	Assistant Secretary
Connor Gallagher	Assistant Secretary

Also present:

Kristen Suit	District Manager
Alyssa Willson (via telephone)	District Counsel
Kate John (via telephone)	Kutak Rock LLP

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 5:04p.m.

Supervisors Lefere, Gallagher and Sgro were present. Supervisors Diggs and Aponte were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

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

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-11, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Ms. Suit presented Resolution 2024-11 and reviewed the proposed Fiscal Year 2025 budget, which is unchanged from when it was last presented and amended at the previous meeting.

Mr. Lefere highlighted the increases in Field Operations, which are to account for a full year of Phase 2 maintenance and a full year of amenity maintenance. He expressed his opinion that the \$1,200 Operations & Maintenance (O&M) fee is reasonable in light of the current market.

No affected property owners or members of the public spoke.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2024-11, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

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

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2024-12, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2024-12 and read the title.

Mr. Lefere stated this Resolution facilitates the collection of the assessments.

No affected property owners or members of the public spoke.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2024-12, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Direct Collection Agreement FY 2025

Ms. Suit presented the Direct Collection Agreement FY 2025 between the CDD and Pulte Home Company, LLC.

Ms. Willson stated this is for direct payment of the off-roll assessments as opposed to the on-roll assessments.

Asked if this is a standard agreement, Ms. Willson stated it is substantially similar to the 2024 form of agreement. She requested approval in substantial form.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Direct Collection Agreement Fiscal Year 2025, in substantial form, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-13, Ratifying, Confirming, and Approving the Sale of the Silverlake Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two); 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 2024 (Assessment Area Two); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2024-13 and read the title.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2024-13, Ratifying, Confirming, and Approving the Sale of the Silverlake Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two); 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 2024 (Assessment Area Two); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Supplemental Disclosure of Public Finance (2024 Bonds)

Ms. Suit presented the Supplemental Disclosure of Public Finance related to the 2024 Bonds.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Supplemental Disclosure of Public Finance (2024 Bonds), was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-14, Declaring Intent to Implement Drug-Free Workplace Program in the Event of Employee Hire; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2024-14 and read the title.

Ms. Willson stated Staff drafted this Resolution for consideration so the CDD can adhere to some requirements that were in the Developer Agreement that the CDD entered into with the City of Lake Alfred. This is for future intent.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2024-14, Declaring Intent to Implement Drug-Free Workplace Program in the Event of Employee Hire; Providing a Severability Clause; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank

Ms. Suit presented the Audited Annual Financial Report for Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2024-15, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2023

Ms. Suit presented Resolution 2024-15.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2024-15, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2023, was adopted.

ELEVENTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Ms. Suit presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2024

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

THIRTEENTH ORDER OF BUSINESS

Approval of June 3, 2024 Regular Meeting Minutes

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the June 3, 2024 Regular Meeting Minutes, as presented, were approved.

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FOURTEENTH ORDER OF BUSINESS **Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer (Interim): Colliers Engineering & Design**
- C. District Manager: Wrathell, Hunt and Associates, LLC**

There were no Staff reports.

- **NEXT MEETING DATE: October 7, 2024 at 5:00 PM**

o **QUORUM CHECK**

The status of the October 7, 2024 meeting is to be determined.

FIFTEENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

Discussion ensued regarding the posting of Regular Meetings and Mailed Notices on the CDD website.

SIXTEENTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

SEVENTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the meeting adjourned at 5:21 p.m.
--

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Silverlake Community Development District was held on November 5, 2024 at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850.

Present at the meeting:

Kristen Suit	District Manager/Proxy Holder
Kate John (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 5:03 p.m., and stated that she is the designated Proxy Holder for the Landowner, Pulte Home Company LLC.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Suit served as Chair to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [Seats 3,4,5]

A. Nominations

Ms. Suit nominated the following:

Seat 3 Katarina (Kat) Diggs

Seat 4 Melisa Sgro

Seat 5 Connor Gallagher

No other nominations were made.

B. Casting of Ballots

- **Determine Number of Voting Units Represented**

There were 81.65 acres represented, equating to 82 votes, and 126 platted lots, equating to 126 votes, for a total of 208 voting units represented.

- **Determine Number of Voting Units Assigned by Proxy**

All 208 voting units represented were assigned by proxy to Ms. Suit by the Landowner, Pulte Home Company LLC. Ms. Suit is eligible to cast up to 208 votes per Seat.

Ms. Suit cast the following votes:

Seat 3	Katarina (Kat) Diggs	208 votes
Seat 4	Melisa Sgro	208 votes
Seat 5	Connor Gallagher	207 votes

C. Ballot Tabulation and Results

Ms. Suit reported the following ballot tabulation, results and term lengths:

Seat 3	Katarina (Kat) Diggs	208 votes	4-Year Term
Seat 4	Melisa Sgro	208 votes	4-Year Term
Seat 5	Connor Gallagher	207 votes	2-Year Term

FIFTH ORDER OF BUSINESS**Landowners' Questions/Comments**

There were no Landowners' questions or comments.

SIXTH ORDER OF BUSINESS**Adjournment**

There being nothing further to discuss, the meeting adjourned at 5:05 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
¹ <i>Mackay Gardens and Lakeside Preserve, 945 Mackay Boulevard, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2024 CANCELED	Regular Meeting	5:00 PM
November 4, 2024 CANCELED	Regular Meeting	5:00 PM
November 5, 2024	Landowners' Meeting	5:00 PM
December 2, 2024 CANCELED	Regular Meeting	5:00 PM
January 6, 2025 CANCELED	Regular Meeting	5:00 PM
February 3, 2025¹	Regular Meeting & CDD 101 Workshop	5:00 PM
March 3, 2025	Regular Meeting	5:00 PM
April 7, 2025	Regular Meeting	5:00 PM
May 5, 2025	Regular Meeting	5:00 PM
June 2, 2025	Regular Meeting	5:00 PM
July 7, 2025	Regular Meeting	5:00 PM
August 4, 2025	Regular Meeting	5:00 PM