

SILVERLAKE

**COMMUNITY DEVELOPMENT
DISTRICT**

June 2, 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

May 23, 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 June 2, 2025 at 5:00 p.m., at Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-03, Approving Proposed Budget(s) for FY 2026; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date
4. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
6. Consideration of Air-Conomics LLC Estimate #388 for Custom Mini Split Cover to Protect Equipment from Mosquitoes
7. Consideration of Tropitone® Quote #1033 for Portofino II, Hexagon 8' Manual Lift Umbrella
8. Ratification Items
 - A. Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
 - B. Eco-Logic Services, LLC Agreement for Wetland Mitigation and Maintenance Services
 - C. CSS Clean Star Services of Central Florida, Inc. First Amendment to the Janitorial Maintenance Services Agreement
 - D. Webby Enterprises, Quote #24 [Cameras and Wi-Fi]
 - E. Freeman Security Service, Inc. Agreement for the Provision of Security Services

ATTENDEES:

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

NOTE: Meeting Location

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. Consideration of Resolution 2025-06, Electing Jordan Lansford as Assistant Secretary of the District, and Providing for an Effective Date
11. Acceptance of Unaudited Financial Statements as of April 30, 2025
12. Approval of Minutes
 - A. February 3, 2025 CDD 101 Workshop
 - B. February 3, 2025 Regular Meeting

13. Staff Reports

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

- NEXT MEETING DATE: July 7, 2025 at 5:00 PM

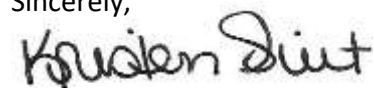
○ QUORUM CHECK

SEAT 1	BRADY LEFERE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	RAY APONTE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	KAT DIGGS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	MELISA SGRO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	CONNOR GALLAGHER	☐ IN PERSON	☐ PHONE	☐ NO

14. Board Members' Comments/Requests
15. Public Comments
16. 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

3

RESOLUTION 2025-03
[FY 2026 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2026; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Silverlake Community Development District (“**District**”) prior to June 15, 2025, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.
2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2025
TIME: 5:00 p.m.
LOCATION: Lake Alfred Public Library
245 N. Seminole Avenue
Lake Alfred, Florida 33850

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENTS; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 2ND DAY OF JUNE, 2025.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A
Proposed Budget

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
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**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ 257,985				\$ 268,338
Allowable discounts (4%)	(10,319)				(10,734)
Assessment levy: on-roll - net	247,666	\$ 246,931	735	247,666	257,604
Assessment levy: off-roll	228,714	171,536	57,178	228,714	237,894
Landowner contribution	-	31,483	-	31,483	-
Total revenues	476,380	449,950	57,913	507,863	495,498
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	15,000	5,792	9,208	15,000	15,000
Engineering	5,000	-	5,000	5,000	2,500
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	2,000	1,000	1,000	2,000	2,000
EMMA software service	1,500	3,500	-	3,500	3,500
Trustee	9,000	3,750	5,250	9,000	9,000
Telephone	200	100	100	200	200
Postage	250	270	-	270	250
Printing & binding	500	250	250	500	500
Legal advertising	3,000	1,568	1,432	3,000	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,348	152	5,500	6,600
Contingencies/bank charges	750	538	212	750	750
Meeting room rental	-	-	-	-	2,000
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	210	-	210	210
Tax collector	7,740	4,931	2,809	7,740	8,050
Total professional & administrative	105,530	52,137	55,413	107,550	107,190

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Field operations					
Field operations manager	6,000	3,000	3,000	6,000	14,400
Landscape maintenance	125,000	57,792	67,208	125,000	136,000
Mulch	51,000	19,931	31,069	51,000	38,500
Irrigation repairs	5,000	1,726	3,274	5,000	5,000
Landscape replacement	6,000	-	6,000	6,000	6,000
Pressure cleaning	4,000	3,475	525	4,000	5,000
Dog park cleaning	4,560	-	4,560	4,560	-
Pool maintenance	19,400	9,150	10,250	19,400	19,400
Pool permit	300	-	300	300	300
Clubhouse pest control	3,640	1,680	1,960	3,640	2,000
Clubhouse/pool repairs	1,500	1,681	-	1,681	1,500
Clubhouse supplies	1,500	132	1,368	1,500	1,000
Clubhouse janitorial	8,400	4,105	4,295	8,400	25,080
Clubhouse fobs-cameras	1,500	-	1,500	1,500	3,500
Holiday decorations	4,000	-	4,000	4,000	4,000
HVAC maintenance	-	-	-	-	1,280
General repairs/supplies	5,000	12,332	-	12,332	5,000
Mitigation/pond maintenance	7,200	5,350	1,850	7,200	5,000
Utilities				-	
Electric- common area	8,000	3,690	4,310	8,000	9,000
Water- clubhouse and pool	5,000	634	4,366	5,000	3,000
Streetlights	61,000	21,490	39,510	61,000	61,000
Internet- clubhouse	2,000	574	1,426	2,000	1,500
Property insurance	32,000	27,896	4,104	32,000	32,000
Street sign	-	630	-	630	-
Total field operations	362,000	175,268	194,875	370,143	379,460
Total expenditures	467,530	227,405	250,288	477,693	486,650
Excess/(deficiency) of revenues over/(under) expenditures	8,850	222,545	(192,375)	30,170	8,848
Fund balance - beginning (unaudited)	17,700	17,665	240,210	17,665	47,835
Fund balance - ending (projected)					
Assigned					
Future repairs***	26,550	17,700	17,700	17,700	26,550
Unassigned	-	222,510	30,135	30,135	30,133
Fund balance - ending	<u>\$ 26,550</u>	<u>\$ 240,210</u>	<u>\$ 47,835</u>	<u>\$ 47,835</u>	<u>\$ 56,683</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
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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
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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	2,500
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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
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Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation	500
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To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent	2,000
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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	3,500
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Trustee	9,000
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Annual fee for the service provided by trustee, paying agent and registrar.

Telephone	200
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Telephone and fax machine.

Postage	250
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Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding	500
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Letterhead, envelopes, copies, agenda packages

Legal advertising	1,750
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The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

EXPENDITURES (continued)

Annual special district fee	175
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Annual fee paid to the Florida Department of Economic Opportunity.

Insurance	6,600
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The District will obtain public officials and general liability and property insurance.

Contingencies/bank charges	750
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Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Meeting room rental	2,000
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Website hosting & maintenance	705
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Website ADA compliance	210
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**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Field operations manager	14,400
Landscape maintenance	136,000
Mulch	38,500
Irrigation repairs	5,000
Landscape replacement	6,000
Pressure cleaning	5,000
Dog Park Cleaning	-
Pool maintenance	19,400
Pool permit	300
Clubhouse pest control	2,000
Clubhouse/pool repairs	1,500
Clubhouse supplies	1,000
Clubhouse janitorial	25,080
Clubhouse fobs-cameras	3,500
Holiday decorations	4,000
HVAC maintenace	1,280
General repairs/supplies	5,000
Mitigation/pond maintenance	5,000
Utilities	
Electric- common area	9,000
Water- clubhouse and pool	3,000
Streetlights	61,000
Internet- clubhouse	1,500
Property insurance	32,000
Total expenditures	<u><u>\$486,650</u></u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025			
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Proposed Budget FY 2026
REVENUES				
Special assessment - on-roll	\$ 278,225	\$ 266,303	\$ 11,922	\$ 278,225
Allowable discounts (4%)	(11,129)		\$ (11,129)	(11,129)
Assessment levy: net	267,096	-	267,096	267,096
Interest	-	5,064	(5,064)	-
Total revenues	267,096	271,367	262,032	267,096
EXPENDITURES				
Debt service				
Principal	55,000	-	55,000	60,000
Interest	200,388	100,194	100,194	197,913
Tax collector	8,347	5,318	3,029	8,347
Total other fees & charges	8,347	5,318	3,029	8,347
Total expenditures	263,735	105,512	158,223	266,260
Excess/(deficiency) of revenues over/(under) expenditures	3,361	165,855	103,809	836
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(3,282)	-	-
Total other financing sources/(uses)	-	(3,282)	-	-
Fund balance:				
Net increase/(decrease) in fund balance	3,361	162,573	103,809	836
Beginning fund balance (unaudited)	234,561	237,710	400,283	504,092
Ending fund balance (projected)	\$ 237,922	\$ 400,283	\$ 504,092	\$ 504,928
Use of fund balance:				
Debt service reserve account balance (required)				(129,375)
Principal and Interest expense - November 1, 2026				(97,606)
Projected fund balance surplus/(deficit) as of September 30, 2026				\$ 277,947

**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	3,690,000.00		3,593,312.56	7,283,312.56	

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024 (Assessment Area Two)
FISCAL YEAR 2026**

	Fiscal Year 2025			Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Budget FY 2026
REVENUES				
Special assessment: off-roll	252,319	219,950	32,369	\$ 252,319
Interest	-	4,747	(4,747)	-
Total revenues	252,319	224,697	27,622	252,319
EXPENDITURES				
Debt service				
Principal	55,000	-	55,000	55,000
Interest	179,252	79,974	99,278	196,081
Total expenditures	234,252	79,974	154,278	251,081
Excess/(deficiency) of revenues over/(under) expenditures	18,067	144,723	(126,656)	1,238
OTHER FINANCING SOURCES/(USES)				
Bond proceeds	-	-	491,906	-
Transfer out	-	(1,494)	-	-
Total other financing sources/(uses)	-	(1,494)	478,158	-
Fund balance:				
Net increase/(decrease) in fund balance	18,067	143,229	351,502	1,238
Beginning fund balance (unaudited)	206,133	208,797	352,026	703,528
Ending fund balance (projected)	\$ 224,200	\$ 352,026	\$ 703,528	\$ 704,766
Use of fund balance:				
Debt service reserve account balance (required)				(126,159)
Principal and Interest expense - November 1, 2026				(96,803)
Projected fund balance surplus/(deficit) as of September 30, 2026				\$ 481,804

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	3,620,000.00		3,733,318.94	7,353,318.94	

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments

Series 2023

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2026 O&M Assessment per Unit</u>	<u>FY 2026 DS Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>
SF 40'	106	1,253.92	1,154.46	2,408.38	2,360.00
SF 50'	108	1,253.92	1,443.08	2,697.00	2,648.62
Total	214				

Off-Roll Assessments

Series 2024

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2026 O&M Assessment per Unit</u>	<u>FY 2026 DS Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>
SF 40'	80	1,166.15	1,073.69	2,239.84	2,194.84
SF 50'	124	1,166.15	1,342.12	2,508.27	2,463.27
Total	204				

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of June, 2025.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2025	Regular Meeting	5:00 PM
November 3, 2025	Regular Meeting	5:00 PM
December 1, 2025	Regular Meeting	5:00 PM
January 5, 2026	Regular Meeting	5:00 PM
February 2, 2026	Regular Meeting	5:00 PM
March 2, 2026	Regular Meeting	5:00 PM
April 6, 2026	Regular Meeting	5:00 PM
May 4, 2026	Regular Meeting	5:00 PM
June 1, 2026	Regular Meeting	5:00 PM
July 6, 2026	Regular Meeting	5:00 PM
August 3, 2026	Regular Meeting	5:00 PM
September __, 2026*	Regular Meeting	5:00 PM

Exceptions

**The September meeting date is on the Labor Day holiday.*

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Silverlake Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. RECITALS. The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. APPROVAL OF AGREEMENT. The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of June, 2025.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **06/02/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

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Air-Conomics LLC

Silverlake Community Development District
4110 Florida Avenue South, Suite 200
Lakeland, FL 33813

☎ (863) 940-2863
✉ j.conklin@hcmanagement.org

ESTIMATE	#388
ESTIMATE DATE	May 17, 2025
EXPIRATION DATE	Jun 16, 2025
TOTAL	\$2,086.50

SERVICE ADDRESS

1001 Silverlake Boulevard
Lake Alfred, FL 33850

CONTACT US

1870 US-17, Unit 21
Lake Alfred, FL 33850

☎ (863) 632-1617
✉ service@air-conomics.com

ESTIMATE

Services	qty	unit price	amount
Custom Item	3.0	\$695.50	\$2,086.50
Custom Mini Split Cover to Protect Equipments from Mosquitoes.			
Aluminum Fabrication with Screen Fabric removable for cleaning. \$650.00 + Tax= \$695.50 Each \$2,086.50 total unless you have Tax Exempt Certificate.			
Note: There is not currently no cover of this kind. Under my experience the problem you're having is the number of mosquitoes in the area that are clogging the evaporators, filters and Drain line in a matter of days.			
With this custom covers the people that cleans the areas can clean the screens every week and you protect the equipment for long time.			
Time Frame: 15-30 Days			

Services subtotal: \$2,086.50

Total **\$2,086.50**

Thanks For Your Business

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

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Manufacturer's Sales Representative
Lawrence & Associates
Phone: (954) 437-9999
email: natalie@lawrenceassoc.com

Quote #1033 - 5/20/25

	Product #	Description	Special Instructions	Unit Price	Quantity	Total
	BQH008MS	Portofino II, Hexagon 8'		\$565.16	2	\$1,130.32
		Manual Lift Umbrella				
		Finish: Snow (SNO)				
		Fabric: Aqua Weave (19913)				

Subtotal	\$1,130.32 USD
Tariffs	\$113.03 USD
Freight	\$512.06 USD
Tax	\$122.87 USD
Order total	\$1,878.28 USD

Freight includes Call Before Delivery

*** The quote may reflect an approximated tax and freight amount. You will be responsible for Actual Charges calculated at time of ship, which will be reflected on your Invoice. ***

Project Name/Purchase Order Number:

Silverlake Community/

Billing Information

Name: Silverlake Community Development
District
Address: 4110 S Florida Ave
Suite200
Jennifer Conklin
City: Lakeland
State: FL
County:
Country: USA
Postal Code: 33813

Shipping Information

Name: Jennifer Conklin
Address: 4110 S Florida Ave
Suite200
City: Lakeland
State: FL
County:
Country: USA
Postal Code: 33813

Total Cubes: 13
Weight: 54 lbs.
Freight Service: Parcel

Quote #1033 - 5/19/25

Note

Payment Terms: Pay In Advance. Visa, Mastercard and American Express accepted.

Lead Times: estimated at 10-12 weeks -- once all holds are released, pending availability of fabrics/materials.

NOTE: Lead times are estimated and are subject to change without notice.

Sales Tax: Quotes may reflect sales tax despite having an exemption document on file. If you are exempt from sales tax, provide your exemption document and sales tax will be removed at invoicing.

Freight Terms: Prepaid

FOB: Sarasota, FL or El Paso, TX

Quote valid for 30 days

cc: Larry Weiner larry@lawrenceassoc.com

Commercial Warranty - 5 year frame/finish. See www.tropitone.com

By submitting a purchase order through Tropitone, you understand and agree that Tropitone accepts your submission of a purchase order as your agreement to all terms and conditions set forth in our terms and conditions notice and all applicable laws. This authorizes Tropitone to process and ship per the Purchase order. Once the Order is in production, Tropitone CANNOT store the furniture.

Prices: All prices are F.O.B. Factory Origin and subject to change without notice. All applicable sales tax and/or tariffs will be applied at the time of shipment to all orders.

Warranty: Warranty is valid from the date of purchase to the original purchaser only. Proof of purchase (original sales receipt including purchase date) is required. Photos or inspection may be required. Warranty coverage does not include on-site inspection, re-installation costs, or reimbursement. For our current Warranty and product care information please go to www.tropitone.com/warranty.

Returns: Written authorization is required on goods returned. No credit will be allowed for goods returned without our written consent.

Claims: Claims for shortages must be made within five days after receipt of goods. Tropitone's responsibility for shipment ceases after delivery of goods to the transportation company.

Cancellation Policy: Tropitone products are made to order and therefore not subject to order cancellation.

Product Availability: It is Tropitone's policy to continuously improve designs, materials and manufacturing methods in order to provide you with the finest outdoor furniture investment. Therefore, variations in specifications, materials, prices, styles and colors may be made without notice.

Cartoning is included in pricing. However, off-loading of delivery truck, installation, waste removal or white glove services are not offered.

Freight is common carrier tailgate delivery curbside- The freight company will deliver items to the address given at curbside only. They do not unpack, or install furniture. You must have someone who will be responsible for meeting the truck, accepting, transporting, unpacking, and placing furniture in your desired location. Lift Gate Not Included. 2 hours allotted for offloading truck. Once your order has shipped, you will have 3 days to accept the delivery appointment. If you cannot take delivery within 3 days, storage fees may apply.

Quote #1033 - 5/19/25

Approval

Signature

Authorized Signature

5/19/25

Date

NOTICE: Some furniture products can expose you to chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm. Please check on the on-product label for warning information.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

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:

Brady Lefere is elected Chair

Melisa Sgro is elected Vice Chair

Connor Gallagher is elected Assistant Secretary

Ray Aponte is elected Assistant Secretary

Kat Diggs 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

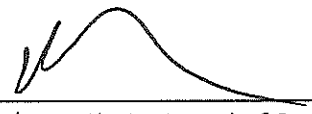
Jeff Pinder is Assistant Treasurer

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 B

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

THIS AGREEMENT (the "Agreement") is made and entered into this 5th day of February, 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, 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 District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (the "Act"), and located in the City of Lake Alfred, Polk County, Florida; and

WHEREAS, the District owns, operates, and maintains certain wetlands; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide mitigation and maintenance services for the wetlands; and

WHEREAS, the Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES. Contractor agrees to furnish all necessary labor, materials, equipment, tools, expertise and supplies and perform all tasks necessary for the provision of wetland mitigation and maintenance services, as such services are detailed in **Exhibit A** hereto, by this reference incorporated herein and forming a material part of this Agreement (the "Work"); provided, however, that if there are any conflicts between the terms of **Exhibit A** and the terms of this Agreement, the terms of this Agreement shall control. To the extent additional work is required beyond the Work as defined, supra, such additional

work shall only be authorized pursuant to amendment of this Agreement or shall require additional agreement(s).

3. COMPENSATION AND TERM. In exchange for providing the Work, the District shall pay the Contractor Five Thousand Nine Hundred Twenty-Five Dollars (\$5,925.00) for each maintenance event for a total of Twenty-Three Thousand Seven Hundred Dollars (\$23,700.00) per year. The Contractor agrees to provide invoices to the District, in writing, which shall describe the portion of the Work provided and the amount of time spent for such portion of the Work, and shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month after services are rendered pursuant to this Agreement. These invoices are due and payable within thirty (30) days of receipt by the District. Each invoice will include such supporting information as the District may reasonably require the Contractor to provide. The Agreement shall become effective on the date first written above, and shall remain in effect unless terminated with written notice to the other party in accordance with the terms of Section 12 of this Agreement.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District Manager will initially act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) If requested by the District Manager, the Contractor agrees to meet with the District's representative no less than one (1) time per month to inspect the wetlands to discuss conditions, schedules, and items of concern regarding this Agreement.

- D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$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.

- B.** The District, its staff, consultants, and supervisors shall be named as an additional insured. 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 coverages, 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, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and

all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

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

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

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

12. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or

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

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

17. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the 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.

18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement.

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

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

21. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

B. If to the Contractor: Eco-Logic Services, LLC
P. O. Box 18204
Sarasota, Florida 34276
Attn: Pete Nabor

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

23. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

24. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Contractor and shall remain in effect until the services contemplated herein are complete, unless terminated by either of the District or the Contractor in accordance with the terms of this Agreement.

25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Kristen Suit (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the

District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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

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

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

29. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

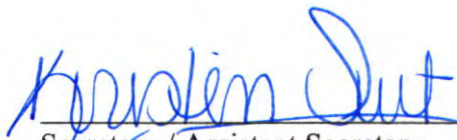
30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

31. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[CONTINUED ON FOLLOWING PAGE]

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

Attest:


Secretary / Assistant Secretary

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Brady Lefere  Digitally signed
by Brady Lefere
By: Brady Lefere
Its: Chair
Date: 2-6-25

Attest:


Witness

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


By: Peter Nabor
Its: Principal
Date: 02/05/2025

Exhibit A: Scope of Services

Exhibit A

Scope of Services

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: January 11, 2025

This Agreement is made effective by and between:

"Client"

Name: Silverlake CDD
Address: c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: (813) 335-5803
Representative: Mr. Clif Fischer
Email: fischer@whhassociates.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 & 2
Project Location: Polk County, FL
Fee Type: Unit price per attached Scope of Services
Retainer: No
Scope of Services: Attached

SILVERLAKE



1.0 Maintenance of the Planted Wetland Buffers

Eco-Logic Services will perform necessary management services on the planted wetland buffer in Phase 1 (shaded green on Figure 1) and Phase 2 (shaded yellow on Figure 1) of the Silverlake site. These maintenance events will be conducted on a quarterly schedule (four 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.

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..... | 4 events per year at \$5,925/event |
| 2.0 | Additional Services..... | to be billed as requested |

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C

**FIRST AMENDMENT TO THE
JANITORIAL MAINTENANCE SERVICES AGREEMENT**

THIS FIRST AMENDMENT is made and entered into as of May 15, 2025, by and between:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Lake Alfred, Polk County, Florida (the "**District**"), and

CSS CLEAN STAR SERVICES OF CENTRAL FLORIDA, INC., a Florida corporation, with an address of 11121 Camden Park Drive, Windermere, Florida 34786 (hereinafter "**Contractor**," together with District the "**Parties**").

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*;

WHEREAS, the District previously entered into that certain *Agreement Between the Silverlake Community Development District and CSS Clean Star Services of Central Florida, Inc., for Janitorial Maintenance Services*, dated March 1, 2024 ("**Agreement**");

WHEREAS, pursuant to Section 21 of the Agreement, the Parties desire to amend the Agreement in order to include additional services and increase the monthly compensation due to the Contractor ("**First Amendment**"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this First Amendment.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

SECTION 2. The Agreement is hereby amended to increase the frequency of janitorial services being provided from three (3) times per week to five (5) times per week and include littering services around the pool deck area ("**Additional Services**").

SECTION 3. The District shall increase the compensation to the Contractor to **One Thousand Seven Hundred Ten Dollars (\$1,710)** per month, as more specifically detailed in the Specifications submitted by the Contractor, attached hereto as **Exhibit A.**¹

SECTION 4. Except as specifically amended above in Sections 2 and 3, the Agreement shall remain in full force and effect, unaltered by this First Amendment.

SECTION 5. The invalidity or unenforceability of any one or more provisions of this First Amendment shall not affect the validity or enforceability of the remaining portions of this First Amendment or any part of this First Amendment not held to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment on the day and year first written above.

Attest:

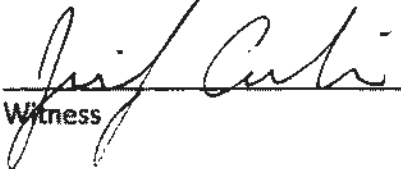

Secretary/Assistant Secretary

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

954850480740NFB
Chair/Vice Chair, Board of Supervisors

CSS CLEAN STAR SERVICES OF CENTRAL FLORIDA, INC.


Witness

Jennifer Conklin
Print Name of Witness

By: 
Print: Tracy Chacon
Its: _____

EXHIBIT A Contractor's Specifications

¹ Grill cleaning and cobweb removal services are not included in the monthly compensation. If those services are desired by the District, the Parties shall adhere to Section 5.B of the Agreement.

EXHIBIT A



SPECIFICATIONS

1. RESTROOMS

- Remove all collected trash to designated area
- Clean and sanitize all restroom fixtures, wipe all counters, partitions and doors, empty trash and damp mop floors with germicidal detergent
- Clean and disinfect all washbasins, toilet bowls, urinals, etc.
- Polish all metal and clean mirrors.
- Restock toilet tissue and soap provided by CSS Clean Star Services.
- Dust and clean all return air vents, and window edges, on an as needed basis.
- Report any malfunctions to the building manager.

2. CABANA/LENA/COVERD PATIO AREA

- Remove all cobwebs in cabana area, up to 6 feet
- Wipe tables and organize chairs and furniture.
- Spot sweep
- Spot mop for any spills.
- Clean and polish all drinking fountains.
- Report any malfunctions to the building manager

PRICING FOR SERVICES:

- Janitorial Services Three (3) times a week → \$ 550.00/mo
- Janitorial Services Five (5) times a week → \$ 990.00/mo
- Littering services around pool deck area → \$ 220.00/mo
- Remove cob webs on high ceilings, quarterly → \$1,250.00/ea
- Clean Grills, as needed → \$ 45.00/ea
- Collect Trash Twice a week, per container → \$ 50.00/mo
- Mail trash removal, 3 times a week → \$ 100.00/mo
per container

Supplies, chemicals and equipment will be provided by CSS Clean Star Services.
Products used to Disinfect for the Covid19, are CDC certified and approved.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS D



4853 E IBM Hwy
#333
Saint Cloud, FL 34771

Quote #	Subject	Date Created	Valid Until
24	Silverlake	05/27/2025	06/27/2025

Recipient

Silverlake CDD
ATTN: Jennifer Conklin
917 Silverlake Blvd
Lake Alfred, Florida, 33850
United States

Qty	Description	Unit Price	Discount %	Total
1	1x Router/DVR/Switch 1x 16 Port Switch 1x 5 Port Switch 1x Outdoor Antenna 5x Outdoor Turret Camera 1x Backup Battery Original Approval: \$2275 (Subtracted \$275 for 2nd AP and Switch, Added \$99 for Backup Battery)	2099.00	0.00	\$2099.00 USD
1	Labor: 10 Hours @ \$75 Original Approval: 8 Hours \$75 (Need some drywall patching due to previous camera installation holes)	750.00	0.00	\$750.00 USD
1	***Upon request May 27, 2025, will hold invoice to August 29 before being considered late although previously approved for June***	0.00	0.00	\$0.00 USD
Sub Total				\$2849.00 USD
Florida Sales Tax @ 7.50%				\$0.00 USD
Total				\$2849.00 USD

DocuSigned by:
Brady Lefere
9549596DC71D4FB...
Brady Lefere

5/27/2025

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS E

**AGREEMENT BETWEEN THE SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT AND FREEMAN SECURITY SERVICE, INC. FOR THE PROVISION OF
SECURITY SERVICES**

THIS AGREEMENT ("Agreement") is made effective as of this 23rd day of May 2025, by and between:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), and

FREEMAN SECURITY SERVICE, INC., a Florida corporation, whose address is 141 W Central Ave, Suite 5, Winter Haven, Florida 33881 (the "**Contractor**," and together with the District the "**Parties**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District owns, operates and maintains an amenity center and recreational facilities (together, the "**Facilities**"); and

WHEREAS, the District desires to retain an independent contractor to provide security services to the Facilities (the "**Services**"); and

WHEREAS, Contractor represents that it is qualified, willing, and able to provide the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the Parties warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. Contractor agrees to provide the labor and other related services necessary for the provision of the Services around the Facilities in accordance with this agreement and as supplemented by agreed upon "Post Orders." Contractor agrees that the Services provided under this Agreement shall be in conformity with practices which are current in the security guard services industry. Contractor shall promptly provide a written report via e-mail to the District's Amenity Manager and the District Manager of all accidents or claims for damage relating to the Facilities, including, but not limited to, any damage or destruction of property, disruptive or threatening behavior, or other incidents that present a threat to the health, safety and welfare of the District's residents, landowners, or the general public, and shall make any and all reports necessary to document or otherwise required by any insurance company, law enforcement agency, and/or the District in connection therewith, on the day of such incident. Contractor shall additionally assist the District in establishing additional specifications, policies, and procedures related to security as they may be necessary. Upon request of the District, Contractor shall attend District meetings of its Board of Supervisors.

B. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the Parties and upon the written authorization of the District.

C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances, and regulations affecting the provision of the Services.

D. Contractor shall report directly to the District's Designee who shall be the District's Amenity Manager. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage and shall be responsible for the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours but only to the extent that any loss, liability, or expense is caused by the negligence, misconduct, or other fault of Contractor, its agents, or employees.

SECTION 3. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Twenty-Nine Dollars (\$29.00) per hour. The District Designee shall establish the number of hours for each month in Post Orders. The term of this Agreement shall be from the effective date of this Agreement until terminated by either party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.

C. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Contractor shall take such action as is necessary to comply promptly with any and all orders or requirements affecting the security of the Facilities placed thereon by any governmental authority having jurisdiction. Contractor shall promptly, and in no event less than forty-eight (48) hours, notify the District in writing of all such orders or requirements. If Contractor fails to so notify the District or fails to comply with any such notice or requirement within five (5) days after receipt thereof, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 5. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District, its staff, consultants, and supervisors shall be named as additional insured. 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.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed

by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 7. NOTICES. All notices, requests, consents, and other communications hereunder ("Notice" or "Notices") shall be in writing and shall be hand-delivered, mailed by Federal Express or First-Class Mail, postage prepaid, or delivered via e-mail with confirmation by the recipient, to the Parties, as follows:

If to Contractor: Freeman Security Service, LLC
141 W Central Ave, Suite 5
Winter Haven, Florida 33881
Attn: Darren Freeman
admin@freemansecurityfl.com

If to District: Silverlake Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
suitk@whhassociates.com

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District

and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

SECTION 9. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or Contractor.

SECTION 13. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be void.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be the County in which the District is located.

SECTION 16. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 18. TERMINATION. The Parties may terminate this Agreement with or without cause by providing written notice of termination at least 24 hours in advance of any scheduled services. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 19. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 20. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement

may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Wrathell, Hunt & Associates, LLC** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1 (877) 276-0889, SUITK@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. 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.

SECTION 24. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired

employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 25. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 26. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- B. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- C. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- D. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- E. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

Melisa Sgro

Secretary / Assistant Secretary

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

Brady Lefere

9549596DC71D4FB...

Chairperson, Board of Supervisors

WITNESS:

Brin Freeman

Witness

**FREEMAN SECURITY SERVICE,
INC., a Florida corporation**

Darren W. Freeman

By: Darren W. Freeman

Its: CEO

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 Rohlfig 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

10

RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT ELECTING
JORDAN LANSFORD AS ASSISTANT SECRETARY OF THE DISTRICT,
AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District desires to elect a certain Officer of the District.

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

SECTION 1. Jordan Lansford is elected as Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of June, 2025.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	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	\$ 202,275	\$ -	\$ -	\$ -	\$ -	\$ 202,275
Committed Fund Balance	17,700	-	-	-	-	17,700
Investments						
Revenue	-	107,379	125,017	-	-	232,396
Reserve		129,824	126,597	-	-	256,421
Capitalized interest	-	100,194	-	-	-	100,194
Construction	-	-	-	19,505	11,532	31,037
Cost of issuance	-	-	228	-	-	228
Interest	-	-	99,284	-	-	99,284
Sinking	-	55,001	-	-	-	55,001
Deposit	4,375	-	-	-	-	4,375
Due from general fund	-	10,911	403	-	-	11,314
Total assets	<u>\$ 224,350</u>	<u>\$ 403,309</u>	<u>\$ 351,529</u>	<u>\$ 19,505</u>	<u>\$ 11,532</u>	<u>\$ 1,010,225</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Contracts payable	-	-	-	-	1,671	1,671
Due to Landowner	3,263	3,144	-	-	-	6,407
Due to debt service fund 2023	10,911	-	-	-	-	10,911
Due to debt service fund 2024	403	-	-	-	-	403
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>20,577</u>	<u>3,144</u>	<u>-</u>	<u>-</u>	<u>1,671</u>	<u>25,392</u>
Fund balances:						
Restricted for:						
Debt service	-	400,165	351,529	-	-	751,694
Capital projects	-	-	-	19,505	9,861	29,366
Unassigned	203,773	-	-	-	-	203,773
Total fund balances	<u>203,773</u>	<u>400,165</u>	<u>351,529</u>	<u>19,505</u>	<u>9,861</u>	<u>984,833</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 224,350</u>	<u>\$ 403,309</u>	<u>\$ 351,529</u>	<u>\$ 19,505</u>	<u>\$ 11,532</u>	<u>\$ 1,010,225</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,291	\$ 248,221	\$ 247,666	100%
Assessment levy: off-roll	-	171,536	228,714	75%
Lot Closing Assessments	3,363	34,847	-	N/A
Total revenues	<u>4,654</u>	<u>454,604</u>	<u>476,380</u>	95%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	4,470	10,263	15,000	68%
Engineering	-	-	5,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	167	1,167	2,000	58%
Trustee	3,750	7,500	9,000	83%
EMMA software service	-	3,500	1,500	233%
Telephone	17	117	200	59%
Postage	18	288	250	115%
Printing & binding	42	292	500	58%
Legal advertising	-	1,568	3,000	52%
Annual special district fee	-	175	175	100%
Insurance	-	5,348	5,500	97%
Contingencies/bank charges	162	701	750	93%
Tax collector	25	4,957	7,740	64%
Website hosting & maintenance	-	705	705	100%
Meeting room rental	613	613	-	N/A
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>13,264</u>	<u>65,404</u>	<u>105,530</u>	62%
Field operations				
Field operations manager	500	3,500	6,000	58%
Landscape maintenance	12,210	70,002	125,000	56%
Mulch	-	19,931	51,000	39%
Irrigation repairs	188	1,914	5,000	38%
Landscape replacement	-	-	6,000	0%
Pressure cleaning	-	3,475	4,000	87%
Dog park cleaning	-	-	4,560	0%
Pool maintenance	1,450	10,600	19,400	55%
Pool permit	-	-	300	0%
Clubhouse pest control	-	1,680	3,640	46%
Clubhouse/pool repairs	348	2,029	1,500	135%
Clubhouse supplies	-	132	1,500	9%
Clubhouse janitorial	1,050	5,155	8,400	61%
Clubhouse fobs-cameras	-	-	1,500	0%
Holiday decorations	-	-	4,000	0%
General repairs/supplies	320	12,652	5,000	253%

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

	Current Month	Year to Date	Budget	% of Budget
Mitigation/pond maintenance	5,925	11,275	7,200	157%
Utilities				
Electric- common area	-	3,690	8,000	46%
Water- clubhouse and pool	139	772	5,000	15%
Streetlights	5,580	27,070	61,000	44%
Internet- clubhouse	115	689	2,000	34%
Street sign	-	630	-	N/A
Property insurance	-	27,896	32,000	87%
Total field operations	<u>27,825</u>	<u>203,092</u>	<u>362,000</u>	56%
Total expenditures	<u>41,089</u>	<u>268,496</u>	<u>467,530</u>	57%
 Excess/(deficiency) of revenues over/(under) expenditures	 (36,435)	 186,108	 8,850	
 Fund balances - beginning	 <u>240,208</u>	 <u>17,665</u>	 <u>17,700</u>	
Fund balances - ending	<u><u>\$ 203,773</u></u>	<u><u>\$ 203,773</u></u>	<u><u>\$ 26,550</u></u>	

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,392	\$ 267,695	\$ 267,096	100%
Interest	1,338	6,402	-	N/A
Total revenues	<u>2,730</u>	<u>274,097</u>	<u>267,096</u>	103%
31-Mar-25				
Principal	-	-	55,000	0%
Interest	-	100,194	200,388	50%
Tax collector	27	5,345	8,347	64%
Total expenditures	<u>27</u>	<u>105,539</u>	<u>263,735</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	2,703	168,558	3,361	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(2,821)	(6,103)	-	N/A
Total other financing sources	<u>(2,821)</u>	<u>(6,103)</u>	<u>-</u>	N/A
Net change in fund balances	(118)	162,455	3,361	
Fund balances - beginning	400,283	237,710	234,561	
Fund balances - ending	<u>\$ 400,165</u>	<u>\$ 400,165</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 APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Bondholder contribution				
Assessment levy: off-roll	\$ -	\$ 189,238	\$ 252,319	75%
Lot Closing Assessments	1,074	31,785	-	N/A
Interest	1,173	5,920	-	N/A
Total revenues	<u>2,247</u>	<u>226,943</u>	<u>252,319</u>	90%
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	2,247	146,969	18,067	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(2,743)	(4,237)	-	N/A
Total other financing sources	<u>(2,743)</u>	<u>(4,237)</u>	<u>-</u>	N/A
Net change in fund balances	(496)	142,732	18,067	
Fund balances - beginning	352,025	208,797	206,133	
Fund balances - ending	<u>\$ 351,529</u>	<u>\$ 351,529</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 APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 56	\$ 395
Total revenues	<u>56</u>	<u>395</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	56	395
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>2,821</u>	<u>6,103</u>
Total other financing sources/(uses)	<u>2,821</u>	<u>6,103</u>
Net change in fund balances	2,877	6,498
Fund balances - beginning	<u>16,628</u>	<u>13,007</u>
Fund balances - ending	<u><u>\$ 19,505</u></u>	<u><u>\$ 19,505</u></u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 29	\$ 209
Total revenues	<u>29</u>	<u>209</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	29	209
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>2,743</u>	<u>4,237</u>
Total other financing sources/(uses)	<u>2,743</u>	<u>4,237</u>
Net change in fund balances	2,772	4,446
Fund balances - beginning	<u>7,089</u>	<u>5,415</u>
Fund balances - ending	<u><u>\$ 9,861</u></u>	<u><u>\$ 9,861</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 a Community Workshop on February 3, 2025, immediately following the adjournment of the Regular Meeting, scheduled to commence at 5:00 p.m., at Mackay Gardens and Lakeside Preserve, 945 Mackay Boulevard, Lake Alfred, Florida 33850.

Present:

Brady Lefere	Chair
Melisa Sgro	Assistant Secretary
Connor Gallagher	Assistant Secretary
Kristen Suit	District Manager
Kate John (via telephone)	Kutak Rock LLP
Brandon Mudget	Resident
Tiffany Gonzalez	Resident
Kalena Saunders	Resident

**NO DECISIONS OR ACTIONS WILL BE MADE OR TAKEN
BY THE BOARD DURING THE WORKSHOP**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the workshop to order at 5:30 p.m.

SECOND ORDER OF BUSINESS

Introduction of Board Members/Staff

Mr. Lefere discussed his professional background and stated, once 90% of the homes close, the Developer will transition control of the HOA and CDD to the residents. He explained the process of transitioning CDD Landowner-elected CDD seats to the General Election process.

Mr. Lefere introduced the Board Members and District Staff and identified their responsibilities, as listed below. Mr. Aponte and Ms. Diggs were not present.

Ms. Suit stated the slate of officers changed at the Regular Meeting held just before this workshop. As a result, Ms. Sgro is now the Vice Chair and Mr. Aponte is an Assistant Secretary.

District Counsel Alyssa Willson, who attended the prior meeting via telephone was not present.

➤ **Brady Lefere, Chair**

➤ **Ray Aponte, Vice Chair**

- 40 ➤ Kat Diggs, Assistant Secretary
- 41 ➤ Melisa Sgro, Assistant Secretary
- 42 ➤ Connor Gallagher, Assistant Secretary
- 43 ➤ Kristen Suit, District Manager
- 44 ➤ Kate John, District Counsel

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46 THIRD ORDER OF BUSINESS

Presentation: CDD 101

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48 Mr. Lefere gave the PowerPoint presentation contained in the agenda and explained the
49 purposes and benefits of CDDs.

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51 FOURTH ORDER OF BUSINESS

Questions

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53 In response to questions, comments, etc., Mr. Lefere and Ms. Suit noted the following:

54 ➤ The City of Lake Alfred (the City) required the CDD to maintain the amenities that the
55 HOA typically maintains, which is why the CDD structured an upfront fee that non-residents
56 must pay in order to use the amenities.

57 ➤ The CDD entered into an agreement with the HOA's Property Management Company to
58 serve as the CDD's Field Operations Manager. Residents should contact Jennifer or Denise for
59 CDD-related issues.

60 ➤ The public roads and the lift station are owned by the City or Polk County. The CDD
61 should be contacted about safety concerns that the City or County is not addressing.

62 ➤ The CDD owns everything in Silverlake CDD except the homes, lots, roads, right-of-ways
63 and the lift station.

64 ➤ The CDD owns the pool parking spaces and the City owns the parking on public roads.

65 ➤ Resident should contact Jennifer for information about the pool cleaning schedule or
66 have an issue, etc. She oversees the CDD's amenities and can determine whether something is
67 a CDD or HOA matter. She is the Field Operations Manager for both entities. Typically, the HOA
68 does not handle maintenance issues.

69 ➤ Homeowners do not need approval to rent their homes but there are rules in the HOA
70 Declarations stating it does not allow renting homes as an Airbnb or vacation rental; Invitation
71 Homes are authorized to lease their 100 lots.

➤ Regarding why residents/homeowners were not officially “invited” to the Landowners Meeting/Election, it was noted that the CDD’s Annual Meeting Schedule is advertised in the local newspaper as required and it is also on the CDD website at <https://silverlakecdd.net>. Those who wish to attend should check the website the day of the meeting to ensure the meeting was not cancelled, as the majority of the CDD meetings are cancelled if there is no business to discuss, which is a cost saving to the CDD.

➤ A public records request must be submitted to obtain items not statutorily required to be on the CDD website. Requests can be submitted to Ms. Suit or District Management’s office.

➤ Meetings are not held based on resident attendance. A quorum comprised of at least three Board Members attending in person must be established to proceed with a meeting. CDD meetings are recorded and transcribed.

➤ Regarding restrictions on pool parties and playing loud music, residents should review the CDD Rules of Procedure regarding pool usage and noise matters. The Rules of Procedure are on the CDD website. If something illegal is happening, the police should be called and the District Manager should be informed.

➤ Wrathell, Hunt and Associates, LLC is the CDD District Management firm. The Developer Board must engage a District Manager, District Counsel and District Engineer for the CDD.

➤ Regarding whom to contact to request signage warning of handicapped children in the area, Mr. Lefere stated the HOA should be contacted if signage is being installed on their property. He is in favor of the CDD obtaining approval from the City, if installation is on the road. The CDD Fiscal Year begins on October 1 and ends on September 30 each year. The proposed Fiscal Year 2026 budget must be filed with the County by June 15, 2025 and adopted at a budget public hearing and filed with the County by September 15th or 30th, 2025. Property owners will be notified of any assessment increase.

FIFTH ORDER OF BUSINESS

**Next Board Meeting Date: March 3, 2025
at 5:00 PM**

The March 3, 2025 meeting will be cancelled.

SIXTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Lefere and seconded by Ms. Sgo, with all in favor, the meeting adjourned at 6:18 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT
MINUTES OF MEETING
SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Silverlake Community Development District held 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.

Present at the meeting:

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
Brandon Mudget	Resident
Tiffany Gonzalez	Resident
Kalena Saunders	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 5:14 p.m. Supervisor Lefere and Supervisors-Elect Melisa Sgro and Connor Gallagher were present. Supervisor Aponte and Supervisor-Elect Katarina “Kat” Diggs were not present.

SECOND ORDER OF BUSINESS

Public Comments

Ms. Suit reviewed the protocols for public comments.

No members of the public spoke.

THIRD ORDER OF BUSINESS

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 separate cover)

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Melisa Sgro and Mr. Connor Gallagher. Both are familiar with the following:

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 Officers**

The Oath of office will be administered to Ms. Kat Diggs at or before the next meeting.

FOURTH ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2025-01 and the following Landowners' Election results:

Seat 3	Katarina Diggs	208 Votes	4-Year Term
Seat 4	Melisa Sgro	208 Votes	4-Year Term
Seat 5	Connor Gallagher	207 Votes	2-Year Term

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, 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, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date

Ms. Suit presented Resolution 2025-02. Mr. Lefere nominated the following:

Brady Lefere	Chair
Melisa Sgro	Vice Chair
Connor Gallagher	Assistant Secretary
Ray Aponte	Assistant Secretary
Katarina "Kat" Diggs	Assistant Secretary

No other nominations were made.

The following prior appointments by the Board remain unaffected by the Resolution:

Craig Wrathell	Secretary
Kristen Suit	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2025-02, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Ratification Items****A. Fiscal Year 2024/2025 Deficit Funding Agreement****B. Sunrise Landscape Proposals****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**

The cost for added services is \$320 quarterly, equating to \$1,280 annually.

E. SR Landscaping, LLC Second Amendment to Agreement for Landscape and Irrigation Maintenance Services

The cost for Phase 2 is \$70,452 annually.

F. Eco-Logic Services, LLC First Amendment to Agreement for Wetland Mitigation and Maintenance Services

The scope is six events per year at \$2,675 per event, equating to \$16,050 annually.

G. Polk County Property Appraiser Items**I. 2025 Data Sharing and Usage Agreement****II. Contract Agreement**

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Items 6A through 6G, as listed, were ratified.

Ms. Suit distributed a revised agenda letter with additional agenda items and supporting documents for the new Seventh, Eighth and Ninth Orders of Business.

SEVENTH ORDER OF BUSINESS**Consideration of Amended and Restated
Second Amendment to Landscape
Maintenance Agreement**

Ms. Suit stated that this Amendment combines Phases I and II landscape services.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Amended and Restated Second Amendment to Sunrise Landscape Maintenance Agreement, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Corrective Special
Warranty Deed**

Ms. John presented the Corrective Special Warranty Deed that removes two Phase II tracts that Rohlfing Goves Company owns from the deed. She noted that the CDD might maintain certain areas in these tracts and asked if the CDD is maintaining anything on those tracts, as the next item, a draft Easement Agreement, might not be necessary.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Corrective Special Warranty Deed, was approved.

NINTH ORDER OF BUSINESS**Consideration of Perpetual Access and
Maintenance Easement Agreement for
Silverlake Phase 2 Lakes and Stormwater
Drainage Facilities, Water Management
Berms, Irrigation, and Landscape
Improvements**

This item was deferred.

TENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of December 31, 2024**

Mr. Lefere stated this information is public record and is posted on the CDD website.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Unaudited Financial Statements as of December 31, 2024, were accepted.

ELEVENTH ORDER OF BUSINESS**Approval of Minutes**

A. August 5, 2024 Public Hearings and Regular Meeting

B. November 5, 2024 Landowners' Meeting

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the August 5, 2024 Public Hearings and Regular Meeting Minutes and the November 5, 2024 Landowners' Meeting Minutes, both as presented, were approved.

TWELFTH 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 District Counsel, District Engineer or District Manager reports.

- Update: CDD 101 (immediately following adjournment)
- NEXT MEETING DATE: March 3, 2025 at 5:00 PM
 - QUORUM CHECK

The March 3, 2025 meeting will be cancelled. The next meeting may be in April or May.

Mr. Lefere asked for the next meeting date to be e-blasted once the agenda is finalized.

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

There were no Board Member' comments or requests.

FOURTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the meeting adjourned at 5:29 p.m.

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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>		
<i>¹Mackay 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, 2025 ¹	Regular Meeting & CDD 101 Workshop	5:00 PM
March 3, 2025 CANCELED	Regular Meeting	5:00 PM
April 7, 2025 CANCELED	Regular Meeting	5:00 PM
May 5, 2025 CANCELED	Regular Meeting	5:00 PM
June 2, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	5:00 PM
July 7, 2025	Regular Meeting	5:00 PM
August 4, 2025	Regular Meeting	5:00 PM