

SILVERLAKE

**COMMUNITY DEVELOPMENT
DISTRICT**

June 1, 2026

**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
<https://silverlakecdd.net/>

May 22, 2026

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 1, 2026 at 5:00 p.m., at the 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. Acceptance of Resignation of Connor Gallagher [Seat 5]
4. Consideration of Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office (*the following to be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2025/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
5. Consideration of Resolution 2026-01, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2026-02, Approving Proposed Budget(s) for FY 2027; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date

ATTENDEES:

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

7. Consideration of Resolution 2026-03, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date [Seats 1, 2 & 5]
8. Consideration of Resolution 2026-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date
9. Consideration of Resolution 2026-05, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date
 - A. Amended Rules of Procedure
10. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Berger, Toombs, Elam, Gaines & Frank
 - A. Consideration of Resolution 2026-06, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2024
11. Consideration of Resolution 2026-07, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date
12. Consideration of Fiscal Year 2025/2026 Deficit Funding Agreement
13. Discussion: Amenity Parking
14. Discussion: Florida Insurance Alliance Site Review and Wildlife/Safety Brochures
15. Consideration of Colliers Engineering & Design Proposal for Public Facilities Report
16. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - B. October 1, 2025 - September 30, 2026
17. Ratification Items
 - A. Mandy Electric, Inc. Invoices
 - I. #19121-1 [Replacement Fan at Amenity Center]
 - II. #19146-1 [Replacement Fan Motor at Clubhouse]

- B. Bolton’s Towing Service, Inc. Invoice No. 157961 [Sign Installation]
 - C. Sunrise Landscape Proposals
 - I. #37804 Silverlake Amenity Bahia Sod Replacements Spring 2026
 - II. #31996 Dog Park – Filling Holes December 2025
 - III. #37806 Phase 2 Entrance Sidewalk Erosion Repair Spring 2026
 - D. Ark Plumbing Service, LLC Estimate #109030149 [Replace RP Backflow]
 - E. Polk County Property Appraiser
 - I. Uniform Method Contract Agreement
 - II. 2026 Data Sharing & Usage Agreement
 - F. AIC Services, Inc. Proposal & Agreement [Monument Painting]
 - G. Cardenas Systems, LLC [Exterior Painting and Pipe Texture]
 - H. Air-Conomics, LLC
 - I. Estimate #448 [Mini Slit Repair and Outdoor Unit Custom Screen Protector]
 - II. First Amendment to Addendum to Proposal for Air Conditioning Maintenance Services
 - I. State Wildlife Trapper, LLC Agreement for Wildlife Removal Services
 - J. Resort Pool Services DBA Estimate No. 1353 [Pool Signage]
18. Acceptance of Unaudited Financial Statements as of April 30, 2026
19. Approval of August 4, 2025 Public Hearings and Regular Meeting Minutes
20. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Colliers Engineering & Design*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - FY2026 Insurance Property Schedule
 - UPCOMING MEETINGS
 - July 6, 2026 at 5:00 PM
 - August 3, 2026 at 5:00 PM [Adoption of FY2027 Budget]

○ QUORUM CHECK

SEAT 1	BRADY LEFERE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	RAY APONTE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	KAT DIGGS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	MELISA SGRO	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

21. Board Members' Comments/Requests

22. Public Comments

23. Adjournment

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

Sincerely,


 Kristen Suit
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

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SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2026-01

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 June 1, 2026:

- _____ is elected Chair
- _____ is elected Vice Chair
- _____ is elected Assistant Secretary
- _____ is elected Assistant Secretary
- _____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of June 1, 2026:

- Connor Gallagher Assistant Secretary
- _____ _____

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

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Jordan Lansford is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 1ST DAY OF JUNE, 2026.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2026-02
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; 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, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Silverlake Community Development District (“**District**”) prior to June 15, 2026, 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: August 3, 2026
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 1ST DAY OF JUNE, 2026.

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 2027**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
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**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 524,140				\$ 551,736
Allowable discounts (4%)	(20,966)				(22,069)
Assessment levy: on-roll - net	<u>503,174</u>	<u>\$ 500,898</u>	<u>\$ 2,276</u>	<u>503,174</u>	<u>529,667</u>
Total revenues	<u>503,174</u>	<u>500,898</u>	<u>2,276</u>	<u>503,174</u>	<u>529,667</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	15,000	4,467	10,533	15,000	15,000
Engineering	2,500	-	2,500	2,500	2,500
Audit	5,500	4,455	1,045	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	3,500	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	273	-	273	250
Printing & binding	500	250	250	500	500
Legal advertising	1,750	-	1,750	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	6,600	5,669	-	5,669	6,300
Contingencies/bank charges	750	500	250	750	750
Meeting room rental	2,000	-	2,000	2,000	-
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	145	-	145	210
Tax collector	15,724	10,000	5,724	15,724	16,552
Total professional & administrative	<u>114,864</u>	<u>58,989</u>	<u>54,902</u>	<u>113,891</u>	<u>113,392</u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
Field operations					
Field operations manager	14,400	7,200	7,200	14,400	14,400
Landscape maintenance	136,000	73,261	62,739	136,000	147,000
Mulch	38,500	9,035	25,000	34,035	30,000
Irrigation repairs	5,000	4,765	235	5,000	5,000
Landscape replacement	6,000	1,101	4,899	6,000	6,000
Pressure cleaning	5,000	-	5,000	5,000	5,000
Pool maintenance	19,400	8,910	10,490	19,400	18,240
Pool permit	300	-	300	300	300
Clubhouse pest control	2,000	-	2,000	2,000	1,000
Clubhouse/pool repairs	1,500	-	1,500	1,500	1,500
Clubhouse supplies	1,000	-	1,000	1,000	1,000
Clubhouse janitorial	25,080	9,890	15,190	25,080	25,080
Clubhouse fobs-cameras	3,500	2,900	600	3,500	2,000
Hog removal	-	-	-	-	16,200
Holiday decorations	4,000	-	4,000	4,000	4,000
HVAC maintenance	1,280	-	1,280	1,280	1,500
General repairs/supplies	5,000	4,002	998	5,000	5,000
Security	-	-	-	-	10,000
Mitigation/pond maintenance	5,000	1,200	3,800	5,000	2,400
Utilities					
Electric- common area	9,000	5,145	3,855	9,000	19,000
Water- clubhouse and pool	3,000	585	2,415	3,000	2,000
Streetlights	61,000	20,030	35,000	55,030	60,000
Internet- clubhouse	1,500	720	780	1,500	1,800
Property insurance	32,000	27,298	-	27,298	29,000
Total field operations	<u>379,460</u>	<u>176,042</u>	<u>188,281</u>	<u>364,323</u>	<u>407,420</u>
Total expenditures	<u>494,324</u>	<u>235,031</u>	<u>243,183</u>	<u>478,214</u>	<u>520,812</u>
Excess/(deficiency) of revenues over/(under) expenditures	8,850	265,867	(240,907)	24,960	8,855
Fund balance - beginning (unaudited)	<u>26,550</u>	<u>29,659</u>	<u>295,526</u>	<u>29,659</u>	<u>54,619</u>
Fund balance - ending (projected)					
Assigned					
Future repairs***	35,400	35,400	35,400	35,400	44,250
Unassigned	-	260,126	19,219	19,219	19,224
Fund balance - ending	<u>\$ 35,400</u>	<u>\$ 295,526</u>	<u>\$ 54,619</u>	<u>\$ 54,619</u>	<u>\$ 63,474</u>

***See page 3

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
ASSIGNED FUND BALANCE**

Future Projects	Estimated Life Expectancy	Estimated Remaining Life	Cost to Replace	Annual Funding
Pool Furniture	12	12	\$ 50,000.00	\$ 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
<p>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.</p>	
Legal	15,000
<p>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.</p>	
Engineering	2,500
<p>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.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>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.</p>	
EMMA software service	3,500
Trustee	9,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	250
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,750
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,300
<p>The District will obtain public officials and general liability and property insurance.</p>	
Contingencies/bank charges	750
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	

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

EXPENDITURES (continued)

Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	16,552
Field operations manager	14,400
Landscape maintenance	147,000
Mulch	30,000
Irrigation repairs	5,000
Landscape replacement	6,000
Pressure cleaning	5,000
Pool maintenance	18,240
Pool permit	300
Clubhouse pest control	1,000
Clubhouse/pool repairs	1,500
Clubhouse supplies	1,000
Clubhouse janitorial	25,080
Clubhouse fobs-cameras	2,000
Hog removal	16,200
Holiday decorations	4,000
HVAC maintenace	1,500
General repairs/supplies	5,000
Security	10,000
Mitigation/pond maintenance	2,400
Utilities	
Electric- common area	19,000
Water- clubhouse and pool	2,000
Streetlights	60,000
Internet- clubhouse	1,800
Property insurance	29,000
Total expenditures	<u><u>\$520,812</u></u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2027**

	Fiscal Year 2026			Total Revenue & Expenditures	Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026		
REVENUES					
Special assessment - on-roll	\$ 278,225				\$ 278,225
Allowable discounts (4%)	(11,129)				(11,129)
Assessment levy: net	267,096	\$ 265,839	\$ 1,257	\$ 267,096	267,096
Interest	-	4,547	-	4,547	-
Total revenues	267,096	270,386	1,257	271,643	267,096
EXPENDITURES					
Debt service					
Principal	60,000	-	60,000	60,000	65,000
Interest	197,913	98,956	98,957	197,913	195,213
Total debt service	257,913	98,956	158,957	257,913	260,213
Other fees & charges					
Tax collector	8,347	5,307	3,040	8,347	8,347
Total other fees & charges	8,347	5,307	3,040	8,347	8,347
Total expenditures	266,260	104,263	161,997	266,260	268,560
Excess/(deficiency) of revenues over/(under) expenditures	836	166,123	(160,740)	5,383	(1,464)
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(2,619)	-	(2,619)	-
Total other financing sources/(uses)	-	(2,619)	-	(2,619)	-
Fund balance:					
Net increase/(decrease) in fund balance	836	163,504	(160,740)	2,764	(1,464)
Beginning fund balance (unaudited)	242,853	244,689	408,193	244,689	247,453
Ending fund balance (projected)	\$243,689	\$408,193	\$247,453	\$ 247,453	245,989
Use of fund balance:					
Debt service reserve account balance (required)					(130,258)
Principal and Interest expense - November 1, 2027					(96,144)
Projected fund balance surplus/(deficit) as of September 30, 2027					<u>\$ 19,587</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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 2027**

	Fiscal Year 2026			Total Revenue & Expenditures	Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026		
REVENUES					
Special assessment - on-roll	\$ 271,310				\$ 271,310
Allowable discounts (4%)	(10,852)				(10,852)
Assessment levy: net	260,458	\$ 259,273	\$ 1,185	\$ 260,458	260,458
Interest	-	3,948	-	3,948	-
Total revenues	260,458	263,221	1,185	264,406	260,458
EXPENDITURES					
Debt service					
Principal	55,000	-	55,000	55,000	60,000
Interest	196,081	98,041	98,040	196,081	193,606
Total debt service	251,081	98,041	153,040	251,081	253,606
Other fees & charges					
Tax collector	8,139	5,176	2,963	8,139	8,139
Total other fees & charges	8,139	5,176	2,963	8,139	8,139
Total expenditures	259,220	103,217	156,003	259,220	261,745
Excess/(deficiency) of revenues over/(under) expenditures	1,238	160,004	(154,818)	5,186	(1,287)
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(2,554)	-	(2,554)	-
Total other financing sources/(uses)	-	(2,554)	-	(2,554)	-
Fund balance:					
Net increase/(decrease) in fund balance	1,238	157,450	(154,818)	2,632	(1,287)
Beginning fund balance (unaudited)	230,117	231,946	389,396	231,946	234,578
Ending fund balance (projected)	<u>\$231,355</u>	<u>\$389,396</u>	<u>\$ 234,578</u>	<u>\$ 234,578</u>	<u>233,291</u>
Use of fund balance:					
Debt service reserve account balance (required)					(127,020)
Principal and Interest expense - November 1, 2027					(95,453)
Projected fund balance surplus/(deficit) as of September 30, 2027					<u>\$ 10,818</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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 2027 ASSESSMENTS**

On-Roll Assessments

Series 2023

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 O&M Assessment per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
SF 40'	106	1,319.94	1,154.46	2,474.40	2,408.38
SF 50'	108	1,319.94	1,443.08	2,763.02	2,697.00
Total	214				

On-Roll Assessments

Series 2024

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 O&M Assessment per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
SF 40'	80	1,319.94	1,154.51	2,408.43	2,408.43
SF 50'	124	1,319.94	1,443.14	2,697.06	2,697.06
Total	204				

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of the City of Lake Alfred Ordinance No. 1497-22 creating the District (the "Ordinance") is September 22, 2022; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2), Florida Statutes, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 3rd day of November, 2026 at 1:45 p.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 1st day of June, 2026. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of June, 2026.

Attest:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Silverlake Community Development District (the "District") in Polk County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2026

TIME: 1:45 p.m.

PLACE: Holiday Inn Express & Suites Lakeland North I-4
4500 Lakeland Park Drive
Lakeland, Florida 33809

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 3, 2026**

TIME: **1:45 p.m.**

LOCATION: **Holiday Inn Express & Suites Lakeland North I-4
4500 Lakeland Park Drive
Lakeland, Florida 33809**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
LANDOWNERS' MEETING – November 3, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Silverlake Community Development District to be held at 1:45 p.m., on November 3, 2026, at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Silverlake Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
1.	_____	_____
2.	_____	_____
5.	_____	_____

Date: _____

Signed: _____

Printed Name: _____

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2026-04

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 2026/2027 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 2026/2027 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 2026/2027 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2026/2027 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 1st day of June, 2026.

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 2026/2027 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
<i>¹Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2026	Regular Meeting	5:00 PM
November 2, 2026	Regular Meeting	5:00 PM
November 3, 2026¹	Landowners' Meeting	1:45 PM
December 7, 2026	Regular Meeting	5:00 PM
January 4, 2027	Regular Meeting	5:00 PM
February 1, 2027	Regular Meeting	5:00 PM
March 1, 2027	Regular Meeting	5:00 PM
April 5, 2027	Regular Meeting	5:00 PM
May 3, 2027	Regular Meeting	5:00 PM
June 7, 2027	Regular Meeting	5:00 PM
July 5, 2027	Regular Meeting	5:00 PM
August 2, 2027	Regular Meeting	5:00 PM
September 6, 2027	Regular Meeting	5:00 PM

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING 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 Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on August 3, 2026, at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of June, 2026.

ATTEST:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

9A

**RULES OF PROCEDURE
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

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

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.

- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
 - (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
 - (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
 - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

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

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

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

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,”** and **“Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

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

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

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Rule 3.3 Purchase of Insurance.

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

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

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

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

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

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

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

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

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

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

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

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

10

Silverlake Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2024

Silverlake Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2024

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Silverlake Community Development District
City of Lake Alfred, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Silverlake Community Development District (the "District"), as of and for the year ended September 30, 2024, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Silverlake Community Development District as of September 30, 2024, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

To the Board of Supervisors
Silverlake Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

To the Board of Supervisors
Silverlake Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated November 17, 2025 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Silverlake Community Development District's internal control over financial reporting and compliance.



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

November 17, 2025

**Silverlake Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024**

Management's discussion and analysis of Silverlake Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments and developer contributions.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Silverlake Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as special assessment bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the fiscal year ended September 30, 2024.

- ◆ The District's liabilities exceeded assets by \$(1,868,715) (net position). Unrestricted net position was \$(1,896,219). Restricted net position was \$27,504.
- ◆ Governmental activities revenues totaled \$6,277,825, while governmental activities expenses and conveyances to others totaled \$7,884,210.

**Silverlake Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2024	2023
Current assets	\$ 35,457	\$ 35,013
Restricted assets	471,086	240,641
Capital assets	5,161,678	3,342,711
Total Assets	5,668,221	3,618,365
Current liabilities	281,103	177,683
Non-current liabilities	7,255,833	3,703,012
Total Liabilities	7,536,936	3,880,695
Net Position		
Restricted	27,504	23,528
Unrestricted	(1,896,219)	(285,858)
Total Net Position	\$ (1,868,715)	\$ (262,330)

The increase in restricted assets and total liabilities is primarily related to the issuance of the Series 2024 bonds in the current year.

The increase in capital assets is due to the completed construction projects in the current year.

**Silverlake Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2024	2023
Program Revenues		
Charges for services	\$ 488,861	\$ -
Operating grants and contributions	29,827	201,526
Capital grants and contributions	5,726,287	-
General Revenues		
Investment income	26,320	9,836
Miscellaneous revenues	6,530	-
Total Revenues	<u>6,277,825</u>	<u>211,362</u>
Expenses		
General government	98,059	84,741
Physical environment	150,425	15,354
Interest and other charges	539,404	373,597
Total Expenses	<u>787,888</u>	<u>473,692</u>
Conveyance to other entities	<u>(7,096,322)</u>	<u>-</u>
Change in Net Position	(1,606,385)	(262,330)
Net Position - Beginning of Year	<u>(262,330)</u>	<u>-</u>
Net Position - End of Year	<u>\$ (1,868,715)</u>	<u>\$ (262,330)</u>

The increase in charges for services and decrease in operating grants and contributions is primarily due to the levy of special assessments in the current year.

The increase in capital grants and contributions is related to the completion of the construction projects in the current year.

The increase in physical environment is due to the increase in maintenance services in the current year.

**Silverlake Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2024 and 2023.

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2024</u>	<u>2023</u>
Construction in progress	\$ -	\$ 3,342,711
Buildings and improvements	2,109,742	-
Infrastructure	2,913,266	-
Improvements other than buildings	138,670	-
Total	<u>\$ 5,161,678</u>	<u>\$ 3,342,711</u>

Capital asset activity for the year consisted of additions to construction in progress, \$8,915,289, conveyances to other entities, \$7,096,322, and the transfer of construction in progress to buildings and improvements, \$2,109,742, infrastructure, \$2,913,266, and improvements other than buildings, \$138,670.

General Fund Budgetary Highlights

Actual expenditures were less than the final budget because there were less landscape maintenance and mulch expenditures than were anticipated.

The September 30, 2024 budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- In March 2023, the District issued \$3,800,000 Series 2023 Special Assessment Revenue Bonds. The bonds were issued to finance a portion of the cost of acquisition and construction of the 2023 Project. The balance outstanding at September 30, 2024 was \$3,745,000.
- In June 2024, the District issued \$3,675,000 Series 2024 Special Assessment Revenue Bonds. The bonds were issued to finance a portion of the cost of acquisition and construction of the 2024 Project. The balance outstanding at September 30, 2024 was \$3,675,000.

Economic Factors and Next Year's Budget

During the current fiscal year, the District completed construction for the Series 2023 and Series 2024 projects. As a result, expenditures are expected to increase in the upcoming year due to maintenance associated with the new assets. The District cannot anticipate the effect of this event on the financial position or results of operations of the District in fiscal year 2025.

**Silverlake Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Request for Information

The financial report is designed to provide a general overview of Silverlake Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Silverlake Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Silverlake Community Development District
STATEMENT OF NET POSITION
September 30, 2024

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 20,305
Due from developer	14,895
Deposits	257
Total Current Assets	35,457
Non-current Assets	
Restricted Assets	
Investments	471,086
Capital Assets, Being Depreciated	
Buildings and improvements	2,109,742
Infrastructure	2,913,266
Improvements other than buildings	138,670
Total Non-current Assets	5,632,764
Total Assets	5,668,221
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	9,551
Contracts payable	1,671
Due to developer	12,407
Accrued interest	147,474
Bonds payable	110,000
Total Current Liabilities	281,103
Non-current Liabilities	
Bonds payable, net	7,255,833
Total Liabilities	7,536,936
NET POSITION	
Restricted for debt service	27,504
Unrestricted	(1,896,219)
Total Net Position	\$ (1,868,715)

See accompanying notes to financial statements.

Silverlake Community Development District
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues			Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental Activities					
General government	\$ (98,059)	\$ 90,809	\$ 11,771	\$ -	\$ 4,520
Physical environment	(150,425)	139,303	18,056	5,726,287	5,733,222
Interest and other charges	(539,404)	258,749	-	-	(280,655)
Total Governmental Activities	<u>\$ (787,888)</u>	<u>\$ 488,861</u>	<u>\$ 29,827</u>	<u>\$ 5,726,287</u>	<u>5,457,087</u>
		General Revenues			
					26,320
					6,530
					<u>32,850</u>
					<u>(7,096,322)</u>
					(1,606,385)
					<u>(262,330)</u>
					<u>\$ (1,868,715)</u>

See accompanying notes to financial statements.

Silverlake Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2024

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 20,305	\$ -	\$ -	\$ 20,305
Due from developer	14,895	-	-	14,895
Deposits	257	-	-	257
Restricted Assets				
Investments	-	450,993	20,093	471,086
Total Assets	\$ 35,457	\$ 450,993	\$ 20,093	\$ 506,543
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 9,551	\$ -	\$ -	\$ 9,551
Contracts payable	-	-	1,671	1,671
Due to developer	7,921	4,486	-	12,407
Total Liabilities	17,472	4,486	1,671	23,629
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	320	-	-	320
FUND BALANCES				
Nonspendable-deposits	257	-	-	257
Restricted for debt service	-	446,507	-	446,507
Restricted for capital projects	-	-	18,422	18,422
Assigned for future repairs	17,408	-	-	17,408
Total Fund Balances	17,665	446,507	18,422	482,594
 Total Liabilities, Deferred Inflows of Resources and Fund Balances	 \$ 35,457	 \$ 450,993	 \$ 20,093	 \$ 506,543

See accompanying notes to financial statements.

Silverlake Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2024

Total Governmental Fund Balances	\$	482,594
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets, being depreciated, buildings and improvements, \$2,109,742, infrastructure, \$2,913,266, and improvements other than buildings, \$138,670, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.		5,161,678
Long-term liabilities, including bonds payable, \$(7,420,000), net of bond discount, net, \$54,167, are not due and payable in the current period and therefore, are not reported at the fund level.		(7,365,833)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.		(147,474)
Unavailable revenues are recognized as deferred inflows of resources at the fund level, however, revenues are recognized when earned at the government-wide level.		<u>320</u>
Net Position of Governmental Activities	\$	(1,868,715)

See accompanying notes to financial statements.

Silverlake Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Fiscal Year Ended September 30, 2024

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ 230,112	\$ 258,749	\$ -	\$ 488,861
Developer contributions	29,827	-	-	29,827
Investment income	-	14,481	11,839	26,320
Miscellaneous revenues	6,530	-	-	6,530
Total Revenues	<u>266,469</u>	<u>273,230</u>	<u>11,839</u>	<u>551,538</u>
Expenditures				
Current				
General government	98,059	-	-	98,059
Physical environment	150,425	-	-	150,425
Capital outlay	-	-	3,189,002	3,189,002
Debt service				
Principal	-	55,000	-	55,000
Interest	-	202,862	-	202,862
Other	-	272,025	-	272,025
Total Expenditures	<u>248,484</u>	<u>529,887</u>	<u>3,189,002</u>	<u>3,967,373</u>
Excess Revenues Over/(Under) Expenditures	<u>17,985</u>	<u>(256,657)</u>	<u>(3,177,163)</u>	<u>(3,415,835)</u>
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	491,906	3,183,094	3,675,000
Bond discount	-	(13,748)	-	(13,748)
Transfers in	-	-	5,791	5,791
Transfers out	-	(5,791)	-	(5,791)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>472,367</u>	<u>3,188,885</u>	<u>3,661,252</u>
Net change in fund balances	17,985	215,710	11,722	245,417
Fund Balances - October 1, 2023	<u>(320)</u>	<u>230,797</u>	<u>6,700</u>	<u>237,177</u>
Fund Balances - September 30, 2024	<u>\$ 17,665</u>	<u>\$ 446,507</u>	<u>\$ 18,422</u>	<u>\$ 482,594</u>

See accompanying notes to financial statements.

**Silverlake Community Development District
RECONCILIATION OF THE STATEMENT
OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2024**

Net Change in Fund Balances - Total Governmental Funds \$ 245,417

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay, \$3,189,002, and capital contributions, \$5,726,287, that exceeded conveyances, \$(7,096,322), in the current year.	1,818,967
The issuance of long-term debt, \$(3,675,000), net of bond discount, \$13,748, are recognized as other financing sources/(uses) at the fund level, however, they increase liabilities at the government-wide level.	(3,661,252)
Repayment of bond principal is an expenditure at the governmental fund level, but the repayment reduces long-term liabilities in the Statement of Net Position.	55,000
Bond discounts are amortized over the life of the debt as interest expense at the government-wide level. This is the current year amortization.	(1,569)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas at the governmental fund level, interest expenditures are reported when due. This is the net amount between the prior year and current year accruals.	<u>(62,948)</u>
Change in Net Position of Governmental Activities	<u><u>\$ (1,606,385)</u></u>

See accompanying notes to financial statements.

Silverlake Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Fiscal Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 230,112	\$ 230,112	\$ 230,112	\$ -
Developer contributions	118,203	118,203	29,827	(88,376)
Miscellaneous revenues	-	-	6,530	6,530
Total Revenues	<u>348,315</u>	<u>348,315</u>	<u>266,469</u>	<u>(81,846)</u>
Expenditures				
Current				
General government	97,265	97,265	98,059	(794)
Physical environment	242,200	242,200	150,425	91,775
Total Expenditures	<u>339,465</u>	<u>339,465</u>	<u>248,484</u>	<u>90,981</u>
Net Change in Fund Balances	8,850	8,850	17,985	9,135
Fund Balances - October 1, 2023	<u>8,850</u>	<u>8,850</u>	<u>(320)</u>	<u>(9,170)</u>
Fund Balances - September 30, 2024	<u>\$ 17,700</u>	<u>\$ 17,700</u>	<u>\$ 17,665</u>	<u>\$ (35)</u>

See accompanying notes to financial statements.

Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on October 6, 2022, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance 1497-22 of the City of Lake Alfred, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Silverlake Community Development District. The District is governed by a five member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Silverlake Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are primarily supported by special assessments and developer contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance in accordance with Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the special assessment bonds, which were used to finance the construction of certain improvements within the District.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as capital assets, and non-current governmental liabilities, such as long-term debt, be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Capital Assets

Capital assets, which include buildings and improvements, infrastructure, and improvements other than buildings, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable assets are as follows:

Infrastructure	30 years
Buildings and improvements	30 years
Improvements other than buildings	30 years

c. Budgets

Budgets are prepared and adopted after a public hearing for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)

d. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one item that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

e. Unamortized Bond Discount

Bond discount associated with the issuance of revenue bonds are amortized according to the straight-line method over the life of the bonds. For financial reporting, unamortized bond discount is netted with the applicable long-term debt.

f. Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2024, the District's bank balance and the carrying value were \$20,305. Exposure to custodial credit risk was as follows: the District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2024, the District had the following investments and maturities:

Investment	Maturities	Fair Value
Goldman Sachs Financial Square Government Fund	39 days*	\$ 471,086

*Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are Level 1 assets.

Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. As of September 30, 2024, the District's investments in Goldman Sachs Financial Square Government Fund were rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in Goldman Sachs Financial Square Government Fund represent 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2024 were typical. The District considers any decline in fair value for certain investments to be temporary.

NOTE C – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Balance October 1, 2023	Additions	Deletions	Balance September 30, 2024
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Construction in progress	\$ 3,342,711	\$ 8,915,289	\$ (12,258,000)	\$ -
Capital assets, being depreciated:				
Buildings and improvements	-	2,109,742	-	2,109,742
Infrastructure	-	2,913,266	-	2,913,266
Improvements other than buildings	-	138,670	-	138,670
Total Capital Assets, Being Depreciated	-	5,161,678	-	5,161,678
Governmental Activities Capital Assets	<u>\$ 3,342,711</u>	<u>\$ 14,076,967</u>	<u>\$ (12,258,000)</u>	<u>\$ 5,161,678</u>

**Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE D – SPECIAL ASSESSMENT REVENUE

Assessments are non-ad valorem assessments on benefited property within the District. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collections (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessments resolution adopted by the Board of Supervisors.

NOTE E – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2024:

Long-term debt at October 1, 2023	\$	3,800,000
Issuance of long-term debt		3,675,000
Principal payments		<u>(55,000)</u>
Long-term debt at September 30, 2024	\$	7,420,000
Bond discount, net		<u>(54,167)</u>
Long-term Debt, Net at September 30, 2024		<u><u>\$ 7,365,833</u></u>

District debt is comprised of the following at September 30, 2024:

Special Assessment Revenue Bonds

\$3,800,000 Series 2023 Special Assessment Revenue Bonds due in annual principal installments beginning May 2024 and maturing May 1, 2053. Interest ranging from 4.50 to 5.50% is due each May and November beginning May 2023. Current portion is \$55,000.

\$ 3,745,000

\$3,675,000 Series 2024 Special Assessment Revenue Bonds due in annual principal installments beginning May 2025 and maturing May 1, 2054. Interest ranging from 4.50 to 5.625% is due each May and November beginning November 2024. Current portion is \$55,000.

\$ 3,675,000

Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE E – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2024 are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 110,000	\$ 379,640	\$ 489,640
2026	115,000	393,994	508,994
2027	125,000	388,819	513,819
2028	125,000	383,194	508,194
2029	135,000	377,569	512,569
2030-2034	765,000	1,786,363	2,551,363
2035-2039	1,000,000	1,558,719	2,558,719
2040-2044	1,310,000	1,258,525	2,568,525
2045-2049	1,725,000	858,406	2,583,406
2050-2054	2,010,000	321,042	2,331,042
Totals	<u>\$ 7,420,000</u>	<u>\$ 7,706,271</u>	<u>\$ 15,126,271</u>

Summary of Significant Bond Resolution Terms and Covenants

The Series 2023 and Series 2024 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, at a price equal to the principal amount of the outstanding Series 2023 and Series 2024 Bonds to be redeemed, together with accrued interest to the date of redemption. The Series 2023 and Series 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture establishes certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

**Silverlake Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE E – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolutions establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2023 and Series 2024 Reserve Accounts were funded from the proceeds of the Series 2023 and Series 2024 Bonds in an amount equal to 50% of the maximum annual debt service for the Series 2023 and Series 2024 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2024:

	Reserve Balance	Reserve Requirement
Special Assessment Revenue Bonds, Series 2023	\$ 132,658	\$ 129,375
Special Assessment Revenue Bonds, Series 2024	\$ 127,653	\$ 126,159

NOTE F – RELATED PARTY TRANSACTIONS

All voting members of the Board of Supervisors are affiliated with the Developer. The District recognized \$5,726,287 in capital contributions, \$29,827 in operating contributions, and \$488,861 in assessments from the Developer for the year ended September 30, 2024. Additionally, the District has a balance due to the Developer of \$12,407 and a balance due from the Developer of \$14,895 for the year ended September 30, 2024.

NOTE G – ECONOMIC DEPENDENCY

The Developer owns a significant portion of land within the District. The District’s activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District’s operations.

NOTE H – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims since inception.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Silverlake Community Development District
City of Lake Alfred, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Silverlake Community Development District, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated November 17, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Silverlake Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Silverlake Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Silverlake Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

To the Board of Supervisors
Silverlake Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Silverlake Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



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

November 17, 2025



Berger, Toombs, Elam, Gaines & Frank

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MANAGEMENT LETTER

To the Board of Supervisors
Silverlake Community Development District
City of Lake Alfred, Florida

Report on the Financial Statements

We have audited the financial statements of the Silverlake Community Development District as of and for the year ended September 30, 2024, and have issued our report thereon dated November 17, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated November 17, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

To the Board of Supervisors
Silverlake Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Silverlake Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Silverlake Community Development District has not met one of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2024 for the Silverlake Community Development District. It is management's responsibility to monitor the Silverlake Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, Silverlake Community Development District reported:

- 1) The total number of District employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors, defined as individuals or entities that receive 1099s, to whom nonemployee compensation was paid in the last month of the District's fiscal year: 2
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$82,019.87
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2023, together with the total expenditures for such project: Series 2024
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The Board did not amend the budget.

To the Board of Supervisors
Silverlake Community Development District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, the Silverlake Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District:
\$253.86 – \$833.29 for the General Fund and \$1,073.65 – \$1,342.06 for the Debt Service Fund.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$488,861.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds are as follows: \$3,745,000 Series 2023 Bonds due on May 1, 2053 and \$3,675,000 Series 2024 Bonds due on May 1, 2054.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred or is likely to have occurred, that has an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines + Frank*

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

November 17, 2025



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415 FLORIDA STATUTES

To the Board of Supervisors
Silverlake Community Development District
City of Lake Alfred, Florida

We have examined Silverlake Community Development District's compliance with Section 218.415, Florida Statutes during the fiscal year ended September 30, 2024. Management is responsible for Silverlake Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Silverlake Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Silverlake Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Silverlake Community Development District's compliance with the specified requirements.

In our opinion, Silverlake Community Development District's complied, in all material respects, with the aforementioned requirements during the fiscal year ended September 30, 2024.

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

November 17, 2025

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

10A

RESOLUTION 2026-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE
AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

WHEREAS, the District’s Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Statements for Fiscal Year 2024;

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

1. The Audited Financial Statements for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and
2. A verified copy of said Audited Financial Statements for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 1st day of June, 2026.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 5, 2024, the Board of Supervisors (“Board”) of the Silverlake Community Development District (“District”), adopted a Budget for Fiscal Year 2024/2025; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2024/2025.

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

Section 1. The Fiscal Year 2024/2025 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2025 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 1st day of June, 2026.

ATTEST:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025
EFFECTIVE NOVEMBER 30, 2025**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025
EFFECTIVE NOVEMBER 30, 2025**

	FY 2025 Actual	Adopted Budget	Budget to Actual Variance	Proposed Amended Increase/ (Decrease)	FY 2025 Amended Budget
REVENUES					
Assessment levy: on-roll	\$ 248,221	\$ 247,666	\$ (555)	\$ 555	\$ 248,221
Assessment levy: off-roll	184,429	228,714	44,285	(44,285)	184,429
Lot closing assessments	44,807	-	(44,807)	44,807	44,807
Total revenues	<u>477,457</u>	<u>476,380</u>	<u>(1,077)</u>	<u>1,077</u>	<u>477,457</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	48,000	-	-	48,000
Legal	21,974	15,000	(6,974)	6,974	21,974
Engineering	-	5,000	5,000	(5,000)	-
Audit	-	5,500	5,500	(5,500)	-
Arbitrage rebate calculation	-	500	500	(500)	-
Dissemination agent	2,000	2,000	-	-	2,000
Trustee	7,500	9,000	1,500	(1,500)	7,500
EMMA software service	3,500	1,500	(2,000)	2,000	3,500
Telephone	200	200	-	-	200
Postage	475	250	(225)	225	475
Printing & binding	900	500	(400)	400	900
Legal advertising	989	3,000	2,011	(2,011)	989
Annual special district fee	175	175	-	-	175
Insurance	5,348	5,500	152	(152)	5,348
Contingencies/bank charges	1,027	750	(277)	10,277	11,027
Website hosting & maintenance	705	705	-	-	705
Meeting room rental	613	-	(613)	613	613
Website ADA compliance	210	210	-	-	210
Tax collector	9,464	7,740	(1,724)	1,724	9,464
Total professional & administrative	<u>103,080</u>	<u>105,530</u>	<u>2,450</u>	<u>7,550</u>	<u>113,080</u>
Field operations					
Field operations manager	6,000	6,000	-	-	6,000
Landscape maintenance	131,353	125,000	(6,353)	6,353	131,353
Mulch	19,931	51,000	31,069	(31,069)	19,931
Irrigation repairs	8,577	5,000	(3,577)	3,577	8,577
Landscape replacement	2,580	6,000	3,420	(3,420)	2,580
Pressure cleaning	4,975	4,000	(975)	975	4,975
Dog park cleaning	-	4,560	4,560	(4,560)	-
Pool maintenance	22,350	19,400	(2,950)	2,950	22,350
Pool permit	280	300	20	(20)	280
Clubhouse pest control	2,200	3,640	1,440	(1,440)	2,200
Clubhouse/pool repairs	5,562	1,500	(4,062)	4,062	5,562
Clubhouse supplies	132	1,500	1,368	(1,368)	132
Clubhouse janitorial	15,673	8,400	(7,273)	7,273	15,673
Clubhouse fobs-cameras	3,177	1,500	(1,677)	1,677	3,177
Holiday decorations	-	4,000	4,000	(4,000)	-
General repairs/supplies	21,459	5,000	(16,459)	16,459	21,459
Mitigation/pond maintenance	21,050	7,200	(13,850)	13,850	21,050
Utilities					
Electric- common area	13,193	8,000	(5,193)	5,193	13,193
Water- clubhouse and pool	1,779	5,000	3,221	(3,221)	1,779
Streetlights	60,468	61,000	532	(532)	60,468
Internet- clubhouse	1,264	2,000	736	(736)	1,264
Street sign	630	-	(630)	630	630
Property insurance	27,896	32,000	4,104	(4,104)	27,896
Total field operations	<u>370,529</u>	<u>362,000</u>	<u>(8,529)</u>	<u>8,529</u>	<u>370,529</u>
Total expenditures	<u>473,609</u>	<u>467,530</u>	<u>(6,079)</u>	<u>16,079</u>	<u>483,609</u>
Excess/(deficiency) of revenues over/(under) expenditures	3,848	8,850	5,002	(15,002)	(6,152)
Fund balances - beginning (unaudited)	17,665	17,700	35	(35)	17,665
Fund balance - ending (projected)					
Assigned:					
Future repairs	21,513	26,550	5,037	(15,037)	11,513
Unassigned	-	-	-	-	-
Fund balances - ending	<u>\$ 21,513</u>	<u>\$ 26,550</u>	<u>\$ 5,037</u>	<u>\$ (15,037)</u>	<u>\$ 11,513</u>

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

12

**SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 DEFICIT FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this ____ day of _____ 2026, by and between:

Silverlake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Lake Alfred, Polk County, Florida ("**District**"), with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; and

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

Recitals

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Lake Alfred, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, the District has adopted its annual budget for Fiscal Year 2025/2026 (“**FY 2025/2026 Budget**”), which began on October 1, 2025 and ends on September 30, 2026, and has levied and imposed operations and maintenance assessments (“**O&M Assessments**”) on lands within the District to fund the FY 2025/2026 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any “**Budget Deficit**,” representing the difference between the District’s actual operations and maintenance costs and the FY 2025/2026 Budget, but subject to the terms of this Agreement.

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

1. FUNDING. The Developer agrees to make available to the District any monies necessary for the Budget Deficit (“**Developer Contributions**”) as such budget may be amended from time to time pursuant to Florida law, but subject to the Developers’ consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. The District shall have no obligation to repay any Developer Contribution provided hereunder.

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

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

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

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

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

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

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

8. CHOICE OF LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

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

10. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. The

Developer acknowledges that the designated public records custodian for the District is Kristen Suit (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Developer 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 Developer 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 Developer’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 Developer, the Developer 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010 SUITK@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

11. EFFECTIVE DATE. The Agreement shall be effective after execution by the parties hereto.

12. 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.

[Signatures on next page]

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

ATTEST:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PULTE HOME COMPANY, LLC
a Michigan limited liability company

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A

Fiscal Year 2025/2026 Budget

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED 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 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 257,985				\$ 524,140
Allowable discounts (4%)	(10,319)				(20,966)
Assessment levy: on-roll - net	247,666	\$ 246,931	735	247,666	503,174
Assessment levy: off-roll	228,714	171,536	17,847	189,383	-
Landowner contribution	-	-	5,942	5,942	-
Lot closings	-	31,483	7,848	39,331	-
Total revenues	<u>476,380</u>	<u>449,950</u>	<u>32,372</u>	<u>482,322</u>	<u>503,174</u>
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	-	5,348	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	15,724
Total professional & administrative	<u>105,530</u>	<u>52,137</u>	<u>55,261</u>	<u>107,398</u>	<u>114,864</u>

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

	Fiscal Year 2025				Adopted Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
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	-	27,896	32,000
Street sign	-	630	-	630	-
Total field operations	<u>362,000</u>	<u>175,268</u>	<u>190,771</u>	<u>366,039</u>	<u>379,460</u>
Total expenditures	<u>467,530</u>	<u>227,405</u>	<u>246,032</u>	<u>473,437</u>	<u>494,324</u>
Excess/(deficiency) of revenues over/(under) expenditures	8,850	222,545	(213,660)	8,885	8,850
Fund balance - beginning (unaudited)	<u>17,700</u>	<u>17,665</u>	<u>240,210</u>	<u>17,665</u>	<u>26,550</u>
Fund balance - ending (projected)					
Assigned					
Future repairs***	26,550	26,550	26,550	26,550	35,400
Unassigned	-	213,660	-	-	-
Fund balance - ending	<u>\$ 26,550</u>	<u>\$ 240,210</u>	<u>\$ 26,550</u>	<u>\$ 26,550</u>	<u>\$ 35,400</u>

***See page 3

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
ASSIGNED FUND BALANCE**

Future Projects	Estimated Life Expectancy	Estimated Remaining Life	Cost to Replace	Annual Funding
Pool Furniture	12	12	\$ 50,000.00	\$ 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
<p>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.</p>	
Legal	15,000
<p>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.</p>	
Engineering	2,500
<p>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.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>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.</p>	
EMMA software service	3,500
Trustee	9,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	250
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,750
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,600
<p>The District will obtain public officials and general liability and property insurance.</p>	
Contingencies/bank charges	750
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	

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

EXPENDITURES (continued)

Meeting room rental	2,000
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	15,724
Field operations manager	14,400
Landscape maintenance	136,000
Mulch	38,500
Irrigation repairs	5,000
Landscape replacement	6,000
Pressure cleaning	5,000
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>\$494,324</u></u>

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

	Fiscal Year 2025			Total Revenue & Expenditures	Adopted Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025		
REVENUES					
Special assessment - on-roll	\$ 278,225				\$ 278,225
Allowable discounts (4%)	(11,129)				(11,129)
Assessment levy: net	267,096	\$ 266,303	\$ 793	\$ 267,096	267,096
Interest	-	5,064	-	5,064	-
Total revenues	267,096	271,367	793	272,160	267,096
EXPENDITURES					
Debt service					
Principal	55,000	-	55,000	55,000	60,000
Interest	200,388	100,194	100,194	200,388	197,913
Total debt service	255,388	100,194	155,194	255,388	257,913
Other fees & charges					
Tax collector	8,347	5,318	3,029	8,347	8,347
Total other fees & charges	8,347	5,318	3,029	8,347	8,347
Total expenditures	263,735	105,512	158,223	263,735	266,260
Excess/(deficiency) of revenues over/(under) expenditures	3,361	165,855	(157,430)	8,425	836
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(3,282)	-	(3,282)	-
Total other financing sources/(uses)	-	(3,282)	-	(3,282)	-
Fund balance:					
Net increase/(decrease) in fund balance	3,361	162,573	(157,430)	5,143	836
Beginning fund balance (unaudited)	234,561	237,710	400,283	237,710	242,853
Ending fund balance (projected)	\$ 237,922	\$ 400,283	\$ 242,853	\$ 242,853	243,689
Use of fund balance:					
Debt service reserve account balance (required)					(130,258)
Principal and Interest expense - November 1, 2026					(97,606)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 15,825

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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				Adopted Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Revenue & Expenditures	
REVENUES					
Special assessment - on-roll	\$ -				\$ 271,310
Allowable discounts (4%)	-				(10,852)
Assessment levy: net	-	\$ -	\$ -	\$ -	260,458
Special assessment: off-roll	252,319	219,950	32,369	252,319	-
Interest	-	4,747	-	4,747	-
Total revenues	<u>252,319</u>	<u>224,697</u>	<u>32,369</u>	<u>257,066</u>	<u>260,458</u>
EXPENDITURES					
Debt service					
Principal	55,000	-	55,000	55,000	55,000
Interest	179,252	79,974	99,278	179,252	196,081
Total debt service	<u>234,252</u>	<u>79,974</u>	<u>154,278</u>	<u>234,252</u>	<u>251,081</u>
Other fees & charges					
Tax collector	-	-	-	-	8,139
Total other fees & charges	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,139</u>
Total expenditures	<u>234,252</u>	<u>79,974</u>	<u>154,278</u>	<u>234,252</u>	<u>259,220</u>
Excess/(deficiency) of revenues over/(under) expenditures	18,067	144,723	(121,909)	22,814	1,238
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	(1,494)	-	(1,494)	-
Total other financing sources/(uses)	<u>-</u>	<u>(1,494)</u>	<u>-</u>	<u>(1,494)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	18,067	143,229	(121,909)	21,320	1,238
Beginning fund balance (unaudited)	206,133	208,797	352,026	208,797	230,117
Ending fund balance (projected)	<u>\$ 224,200</u>	<u>\$ 352,026</u>	<u>\$ 230,117</u>	<u>\$ 230,117</u>	<u>231,355</u>
Use of fund balance:					
Debt service reserve account balance (required)					(127,020)
Principal and Interest expense - November 1, 2026					(96,803)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 7,532</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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				

On-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	1,253.92	1,154.51	2,408.43	2,194.84
SF 50'	124	1,253.92	1,443.14	2,697.06	2,463.27
Total	204				

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

14



FLORIDA INSURANCE ALLIANCE



Silverlake Community Development Dist

Date of Visit: Tuesday March 11, 2026, at 10:00 AM
District Manager: Jordan Lansford lansfordj@whassociates.com
Address: 1002 Silverlake Boulevard Lake Alfred FL 33850
FIA Attendees: Dennis Thomas, FIA Risk Services Consultant

Visit Overview

The purpose of the visit on the above referenced date was to allow our team to review Silverlake Community Development District from a risk management perspective. The visit allowed us to support the District's loss control efforts by identifying any hazards that could lead to accidents and claims and discuss recommendations to remediate any loss producing conditions. Those observations and recommendations are included in this letter.

While we did not have the opportunity to observe all areas owned and/or maintained by the District, we feel that the areas we were able to observe are representative of the general current condition of the property. We would also note that this effort is intended to further align the District's operational practices with established risk management standards for public entities, ensuring consistency with recognized governance and control frameworks.

District Summary

The purpose of the visit on the above referenced date was to allow our team to gain a better understanding of the Silverlake Community Development District.

The Silverlake Community Development District (CDD) is an independent special-purpose unit of local government established by the City of Lake Alfred to plan, finance, construct, and maintain the public infrastructure and shared amenities that support the Silverlake residential community. Encompassing approximately 144.19 acres within the municipal boundaries of Lake Alfred, the district operates under the authority of Chapter 190 of the Florida Statutes and serves as the long-term governmental entity responsible for ensuring that community assets are properly funded, professionally managed, and preserved for future residents.

As part of its operational responsibilities, the district owns and administers a comprehensive portfolio of resident-focused amenities, including the community pool, the amenity center, the dog park, the playground, and all landscaped common areas. These assets are maintained to high standards to promote safety, functionality, and an aesthetically cohesive environment. In addition to the amenities it owns, the CDD manages critical infrastructure such as stormwater management systems, irrigation networks, perimeter and entry landscaping, and other shared improvements essential to the community's long-term sustainability.

Strengths

Strengths highlight some of the existing risk mitigation strategies in place. Consistent application is important to the District's overall risk management program.

- District overall very well maintained.

Critical Recommendations



Critical recommendations are associated with exposures and hazards that represent a significant danger or risk warranting immediate attention. While follow-up for all recommendations is encouraged, items in the critical category may require documented resolution and review by FIA's Risk Services team as indicated in the recommendation description.

- None at this time

Important Recommendations

Important recommendations are provided to address exposures that if not corrected, have the potential to result in moderate injury or property/liability losses. Some of these recommendations have been proposed from prior visits.

- Pool Signage
- Wildlife Signage
- Playground Signage

<p>Pool Signage- Though a rules sign was posted at the pool, the lack of a “No Lifeguard on Duty” notice and clearly defined operating hours—such as indicating the pool is closed from dusk to dawn—creates significant safety and liability concerns. Without these warnings, swimmers may assume supervision is available or enter the pool during low-visibility or unsupervised times, increasing the risk of accidents or drownings, particularly for children and inexperienced swimmers. Strengthening the signage with required safety notices and explicit open-and-closed times would provide clearer guidance and reduce these risks.</p>	<p>Recommendation - It is recommended that the pool area be updated with required safety signage, including a prominently displayed “No Lifeguard on Duty” notice and clearly defined operating hours, such as indicating that the pool is closed from dusk to dawn. Adding these elements will ensure swimmers understand that no supervision is provided and help prevent use during low-visibility or high-risk times. These enhancements will strengthen safety communication, reduce the likelihood of accidents, and help limit potential liability for the facility. An FIA resource is attached for support.</p>
	

Wildlife Signage – No signs or indicators were observed for warning of any types of wildlife along the lake side of walk path. Having these signs in place warn the residents of wildlife threats.

Recommendation- Consider adding signage to ponds that are adjacent to areas with high pedestrian traffic including sidewalks and trails. Signage should prohibit swimming, boating, fishing (if district policy) and warn of wildlife in the area such as alligators and snakes. Please see attached Published Resource on Wildlife Safety & Risk Management Strategies. An FIA resource is attached for support.



Playground Signage- Although a rules sign was present at the playground, it did not provide enough detail to establish clear safety expectations. Inadequate or vague rules can lead to unsafe behaviors, misuse of equipment, and reduced caregiver supervision, all of which increase the likelihood of injuries. They can also contribute to conflicts among children or adults when expectations are unclear. Additionally, insufficient signage may create liability concerns if an incident occurs and safety guidance was not clearly communicated.

Recommendation- Signage and/or labels should be posted in all playground areas or on the equipment to provide guidance as to the age appropriateness of playground equipment. This helps in keeping children from using equipment not designed by the manufacturer for their age, size, and ability. Signage should also remind parents and guardians that children should be supervised at all times and that surfaces may be hot. Please review the attached Playground resource material. An FIA resource is attached for support.



Advisory Recommendations

Advisory Recommendation is a suggestion meant to provide information to make an informed decision and is generally not mandatory.

- None at this time

Thank you for including us in your risk management efforts. We appreciate your collaborative approach and are committed to working together to develop and implement effective risk mitigation strategies.



**FLORIDA
INSURANCE
ALLIANCE**

Living in Harmony: Wildlife Safety Tips & Signage Strategies for Districts



Florida's abundant wildlife is a treasure, but it also presents unique challenges for special districts, especially CDDs. As districts manage and maintain common areas, including parks, trails, and ponds, ensuring the safety of residents and visitors amidst wildlife encounters is paramount. While striking a balance between preserving natural beauty and mitigating risks can be complex, proactive measures like wildlife warning signage play a crucial role.

Recent Incidents Highlight the Need for Vigilance:

- **Tragic Toll:** In July 2023, an 85-year-old woman was tragically killed by an alligator while walking near her community pond in Sarasota County.
- **Close Call:** A 37-year-old man was bitten by an alligator while cleaning debris near a pond in Sanibel. Thankfully, he suffered only minor injuries.
- **Unfortunate Encounter:** In June 2022, a toddler was found dead in the mouth of an alligator near a retention pond in Orlando.

Signage: Your First Line of Defense

Clear and conspicuous signs are essential for raising awareness and deterring risky behavior. They are helpful in demonstrating that the districts have taken reasonable steps to inform the public of potential hazards. The presence of clear and visible warning signs can serve as evidence that the district fulfilled its duty to warn, potentially reducing liability in the event of an incident. While there's no "magic language" that guarantees safety or absolves the district from liability, clear and concise wording is essential. Signs should:

- **Indicate the Hazards :** Clearly indicate the presence of wildlife, such as "Caution: Alligators May Be Present."
- **Highlight Risks:** Specify potential dangers, like "Do Not Feed or Approach Alligators."
- **Promote Safety:** Encourage responsible behavior, such as "Keep Pets on Leash" and "Supervise Children."
- **Use Visuals:** Incorporate universally recognized symbols, like alligator and snake silhouettes, for quick comprehension.
- **Align With District Policies:** Clearly communicate any district-specific rules or prohibitions, such as "No Swimming," "No Fishing," or "No Boating." Aligning signage with adopted policies reinforces safety measures.



Strategic Sign Placement

As with the absence of specific language requirements for signs, there's also no single, universally applicable placement, distance, or spacing criteria for wildlife warning signs near ponds in Florida. Several factors influence optimal placement, including:

- 1. Visibility:** Signs should be clearly visible from all potential entry points and commonly frequented areas around the pond. This includes where ponds are in close proximity to playgrounds, parks, benches, dog parks, and other amenities. Dense vegetation or obstructions might necessitate closer placement.
- 2. Terrain:** On uneven or winding paths, consider placing signs more frequently to ensure continuous visibility for approaching individuals.
- 3. Hazard proximity:** If specific dangers like steep slopes or alligator habitat are concentrated in certain areas, place signs closer to those locations for immediate attention.
- 4. Local regulations:** Some Florida municipalities might have specific regulations regarding sign spacing for retention ponds. Consult local authorities for any applicable guidelines.
- 5. Common sense:** Ultimately, use your judgment to ensure adequate coverage. If you feel a specific area lacks clear warning due to distance or other factors, add another sign for better protection.

Here are some general recommendations based on pond size and complexity:

- **Small Ponds (<1 acre):** Place signs at least every 50-75 feet around the perimeter, with additional signs at entry points and near any specific hazards.
- **Medium Ponds (1-5 acres):** Consider spacing signs every 75-100 feet, with additional signs at key access points, pathways, and potential danger zones.
- **Large Ponds (>5 acres):** Increase spacing to 100-150 feet along the main perimeter but maintain closer placement (50-75 feet) near high-traffic areas, entry points, and concentrated hazards.

Beyond Signage: A Multi-Layered Approach

While signage is a crucial first step, a comprehensive wildlife safety strategy requires a multi-layered approach. Here are some additional measures districts can implement:

- **Habitat Maintenance:** Regularly maintain landscaping to reduce areas where wildlife might seek shelter or food. This includes keeping trees and shrubs trimmed, removing debris, and securing garbage cans. Balance maintenance with other ecological requirements, including those related to conservation areas and stormwater system design criteria.
- **Physical Barriers:** In areas with high wildlife activity or known risks, districts may need to consider installing physical barriers like fences or natural buffers to deter wildlife from entering populated areas.
- **Educational Outreach:** Distribute informational materials or utilize online platforms like the district's website to educate residents about local wildlife, their behavior, and safety precautions. The Florida Fish and Wildlife Conservation Commission (FWC) offers [valuable resources](#), including the "Living with Alligators" brochure, that can be shared with the community.
- **FWC's Statewide Nuisance Alligator Program (SNAP):** Familiarize residents with the [SNAP program](#) and how to report nuisance alligators. The FWC's hotline (866-FWC-GATOR) is available 24/7 for reporting concerns.
- **Clear Policies and Procedures:** Develop and implement clear policies and procedures for handling wildlife encounters, including reporting protocols and emergency response plans.
- **Regular Inspections and Monitoring:** Conduct routine inspections of common areas to identify potential hazards or signs of wildlife activity. Promptly address any issues to maintain a safe environment.

FAQs: Addressing Liability and Signage Concerns

- **Doesn't putting up warning signs increase our liability by acknowledging the danger?**

Not necessarily. Warning signs demonstrate that the district has taken reasonable steps to inform the public about potential hazards. This proactive approach can help mitigate liability in the event of an incident by showing that the district fulfilled its duty to warn.

- **What if residents complain that the signs are unsightly?**

Aesthetics are important, but safety should always be the priority. Districts can choose well-designed signs that blend with the environment and use clear, concise language to strike a balance between visual appeal and effective communication. Perceptions that a district valued aesthetics over safety may present challenges when defending related incidents or allegations and are generally disfavored from a public policy perspective.

- **If we post signs, does that mean we're admitting we're responsible if something happens?**

No. Posting warning signs would not automatically make a district liable for any incidents. However, it demonstrates a responsible approach to safety, which can be helpful in legal proceedings. The key is to combine signage with other safety measures and ensure that the signs are clear, accurate, and strategically placed.

- **Can't we just rely on common sense? People should know there are alligators in Florida.**

While Florida is known for its wildlife, not everyone is aware of the potential dangers, especially visitors or new residents. Additionally, even those familiar with alligators may underestimate the risks or engage in risky behavior. Signs serve as a constant reminder and encourage responsible actions.

- **Our district owns a golf course with over 40 water bodies, do we need a sign at each one?**

Strategic placement is still key. For golf courses, signage at entry points serves as an initial warning and sets expectations for golfers about wildlife safety on the course. Signage within the pro-shop, near the clubhouse, halfway houses or restroom buildings can also be considered.



Wildlife warning signs are an important tool for community development districts in managing safety risks associated with local wildlife. However, they should be part of a broader wildlife management strategy that includes education, physical safety measures, and adherence to local regulations. This approach not only helps protect individuals and wildlife, but it also contributes to a safer, more informed, and more harmonious community. After all, understanding and respecting our local wildlife is part of what makes living in Florida so special.

At Florida Insurance Alliance, we understand the risks and hazards found in our member districts. If you have areas of concern or would like one of our knowledgeable loss control consultants to review and assess your district's risk management program, please contact us at riskservices@egisadvisors.com.

Playground Safety: A Comprehensive Approach for Districts

Playgrounds are an asset to any community and present an opportunity for children to have fun, exercise, while supporting physical, social, and intellectual development. Playgrounds can also present significant injury hazards if safety guidelines and best practices are not followed. The U.S. Center for Disease Control and Prevention (CDC) data shows that over 200,000 children head to emergency rooms annually due to playground related injuries. This reference note highlights the areas to consider when providing safe playgrounds for communities and includes a checklist developed by the Consumer Product Safety Commission (CPSC) that can be used as an assessment tool.

Age Suitability and Design

The needs and abilities of children will vary along with their ages and stages of development. Therefore, it is important for playground equipment to be in line with the size, ability, and developmental needs of the children who will be playing there. These traits vary greatly from the ages of 2 to 12. The equipment manufacturer will designate equipment age groups based on a number of factors including fall height, guardrail height, and overall complexity of the structure. The two most common age groups are 2-5 and 5-12. Consider partnering with a qualified playground design firm. Their expertise in age-appropriate equipment selection, layout optimization, and adherence to safety standards (like those outlined in the CPSC Handbook for Public Playgrounds) ensures you create a space that caters to all developmental stages.

Fall Surfacing

Falls are a common playground occurrence. Installing and maintaining appropriate surfacing under and around equipment significantly reduces the risk of serious injuries, especially head trauma. The surfacing material should provide sufficient shock absorption based on the specific fall height of each play structure. Surfacing should extend 6 feet in all direction from play structures. For swing sets, the surfacing should extend twice the height of the top bar. Industry standards like ASTM F1292 should be met for safe surfacing materials. Regular inspections are vital to ensure proper depth and functionality. Worn or compacted surfaces lose effectiveness. The CPSC table above outlines recommended depth for various surfacing materials. Inappropriate surfacing materials are asphalt, carpet, concrete, dirt, and grass. Keep in mind that loose-fill materials will compress at least 25 percent over time due to use and weathering, so frequent maintenance and inspection are important.

Inches Of	Material Type	Protects To Fall Height
9"	Shredded Rubber	10'
9"	Sand	4'
9"	Pea Gravel	5'
9"	Wood Mulch	7'
9"	Wood Chips	10'

Supervision

Playgrounds can present special challenges as children may use the equipment in unintended and unanticipated ways, making adult supervision imperative. Play areas should be designed so that caregivers and parents can easily oversee their children.

Inspection and Maintenance

Regularly inspecting playground equipment is an important way to support a safe play environment. Documented inspection should be carried out at least monthly, using a checklist like the one included below. During higher use periods, it is recommended that inspections be conducted more frequently. Daily visual inspections are also a great best practice. Identified deficiencies should be repaired promptly according to manufacturer guidelines. Areas in need of repair should be marked with caution tape, temporary fencing, or cones to ensure that children are not exposed to the area until the repair can be completed.

Frequently Asked Questions (FAQ) on Playground Safety

Q: How often should we replace playground equipment?

A: The lifespan of playground equipment depends on various factors like material, usage frequency, and maintenance practices. However, most equipment has a lifespan of 8-15 years. Regular inspections will help identify when replacement becomes necessary.

Q: What are some common playground safety hazards?

A: Common hazards include:

- Worn or inadequate surfacing
- Damaged equipment (broken swings, loose bolts, etc.)
- Protruding objects or sharp edges (including loose hardware)
- Unsafe play behaviors (roughhousing, climbing on non-designated areas)
- Non-commercial equipment or equipment that does not conform to CPSC Standards for Public Playgrounds

Q: What are some alternatives to wood chips for fall surfacing?

A: Several safe and effective surfacing options exist beyond wood chips. These include:

- **Shredded rubber:** Provides good shock absorption and comes in various colors.
- **Poured-in-place rubber:** Offers a seamless, low-maintenance surface but can be more expensive.
- **Artificial turf:** Provides a clean and visually appealing surface but may not offer the same shock absorption as other options.

Q: What should playground rules signage include?

A: Here is what we typically suggest:

- Recommended age group(s) for equipment (from manufacturer)
- Language that encourages safe play behaviors.
- Warning of hot surfaces and surfaces being slippery when wet
- Language encouraging adult supervision
- Operating hours (dawn to dusk is recommended for areas without an artificial light source)
- Reminder that use of playground is “at your own risk”

Our team is always here to help. If you have any questions, please contact us at riskservices@egisadvisors.com.





FLORIDA
INSURANCE
ALLIANCE

Diving into Safety: Pool Risk Management Essentials for Districts

Community pools are popular amenities, offering residents a place to relax, exercise, and socialize. However, they also present inherent risks that, if not properly managed, can lead to accidents and injuries.

When evaluating the risk a pool poses, some potential liabilities may be fairly obvious while others may not. Obvious risks include drowning and slip/fall accidents, but do not overlook other items such as signage, water quality, chemical management, and lifeguard staffing. Adequately identifying your risks is essential to addressing them. To retain the benefits that a pool brings to your district, mitigating these associated risks of pool operation by instituting proper safety measures will serve to protect your district from such liability.

General Pool Safety Requirements

The information outlined in this document is intended to provide an overview of liability exposures associated with public pools and offer loss control recommendations to mitigate these hazards. They include but are not limited to those included in the Florida Building Code, as well as the Department of Health and Administrative Code 64E-9 for Public Swimming Pools and Bathing Places.

Pool Access

- Ensure that fencing surrounds the pool perimeter, at least four feet or higher with self-latching gates. Fencing and gates should prevent a child from getting over, under, or through, keeping children from gaining access to the pool except when supervising adults are present.
- Pool gates should open outward, away from the pool, and be self-closing and self-latching. If a gate is self-locking, the locking mechanism should be at least 54 inches from the bottom of the gate.
- The pool area should be inaccessible to unauthorized individuals when not open for operation.

Pool Area

- **Pool Deck:** A deck surface constructed of concrete or other nonabsorbent material with a slip-resistant finish will reduce slip and falls. Pool decks should be inspected regularly for cracks, obstructions, uneven surfaces, loose pavers, and other hazardous conditions. The pool deck should be sloped to prevent standing water. Ensure pool channel drains are flush with the deck to eliminate trips and falls.
- **Markers:** Minimum 4-inch-high, permanent, contrasting depth markings must be located on both sides of the pool at the shallow end, slope break, deep point and deep end wall, and every 25 feet. Ensure these markings are slip resistant and can be easily read. In addition, all areas of the pool which are not part of an approved diving depth should have NO DIVING markings every 25 feet.



- **Life Safety Equipment:** An 18in lifesaving ring with sufficient rope attached to reach all parts of the pool from the pool deck must be available as well as a shepherd's hook/life hook securely attached to a one-piece pole not less than 16 feet in length. The life ring rope should be in good condition, free of frays. Mount this safety equipment in a conspicuous place, making sure pool furniture and/or landscape features do not impede visibility of or access to the equipment at any time.
- **Pool Furniture:** Furniture should be made of non-corrosive material and be sanitized regularly. Inspect furniture regularly, removing damaged items or mark them out of service until they can be repaired.



Chemical Storage

- Chemicals should be kept in a cool, dry, well-ventilated, secure area inaccessible by patrons. Chemicals should be monitored on a consistent basis with record-keeping completed in accordance with Florida Administrative Code 64E-9. Ensure that vendors keep chemical storage areas locked to prevent a child from wandering in or around the chemical storage wells.
- If the pool uses gas chlorine, there must be a separate, locked room for chlorine storage. The room should have a ventilation system, be well-lit, and have a scale for weighing canisters.

Restrooms

Slips and falls are common in pool restrooms due to wet surfaces. To mitigate this risk, districts should implement the following best practices:

- **Slip-Resistant Flooring:** Ensure there is slip-resistant flooring in restrooms and shower areas to reduce the risk of falls. This is required by Florida Building Code (FBC) section 454.1.6.1.3.
- **Proper Drainage:** Ensure adequate drainage to prevent water accumulation on floors.
- **Grab Bars:** Install grab bars near toilets and showers to provide support and stability.
- **Regular Cleaning:** Maintain restrooms in a clean and sanitary condition to minimize the risk of contamination and slips.
- **Adequate Lighting:** Provide sufficient lighting to ensure visibility and safety.
- **Signage:** Post signs reminding patrons to exercise caution due to wet floors.
- **Mats:** Place absorbent mats at entrances and exits to help dry feet and reduce the amount of water tracked onto floors.

Signage

Minimum requirements include the following which should be posted in a minimum of 1-inch lettering and be visible from all areas of the pool/spa deck:

- No food or beverages in the pool or on the pool wet deck. Commercially bottled water in plastic bottles is allowed on the pool wet deck for pool patron hydration.
- No glass or animals in the fenced pool area or on the pool deck.
- Maximum person capacity/bathing load for pool.
- Swim at your own risk.
- The normal hours that the pool is open and a prohibition against using the pool when it is closed.

- Patrons must shower before entering the pool.
- If a lifeguard is on duty, hours should be posted.
- For districts without lifeguards, a warning sign saying WARNING: NO LIFEGUARD ON DUTY or similar wording should be prominently posted at the location where people enter the pool area.
- If diving is prohibited, NO DIVING shall be in 4-inch lettering.
- Do not swallow the pool water, it is recirculated.
- Do not use the pool if you are ill with diarrhea.
- Maximum pool depth in feet.



Always check with your county health department to verify if added requirements apply.

Spas

In addition to the minimum requirements above, spa signage shall include the following:

- Maximum water temperature 104F
- Children under twelve must have adult supervision.
- Pregnant women, small children, people with health problems, and people using alcohol, narcotics, or other drugs that cause drowsiness should not use spa pools without first consulting a doctor.
- Maximum use 15 minutes. A clock shall be visible from the spa pool to assist the patron in meeting this requirement.

Supervision

- **Lifeguards and Pool Monitors:** While many districts do not have lifeguards on staff, those that do should ensure that they are certified by the American Red Cross, YMCA, or other nationally recognized organization. Proof of proper certification should be kept at the pool site. If the district hires a lifeguard, pool attendant, or monitor, appropriate background checks should be conducted prior to the individual starting the role. Lifeguard and pool attendant job descriptions should be written, reviewed, and agreed upon by both the employer and employee.
- **Age Guidelines:** Determining an appropriate minimum age for unsupervised access to community pools can be complex, as it involves balancing safety concerns while managing perceptions of overly restrictive access. While no specific minimum age is mandated by Florida law, several factors should be considered when establishing age restrictions and supervision requirements for minors at community pools:
 - **Pool Design and Features:** Pools with varying depths, diving boards, or water slides may necessitate stricter age restrictions than simpler pools. Features like water slides and other attractions often have age guidance provided by the manufacturer/designer. Such criteria are often included in the safety plan that is submitted during the pool permitting process.
 - **Focus on Safety:** Frame age restrictions in terms of safety.
 - **Accommodations:** Maintain a process for residents to at least make a request for accommodations to any pool rules that may disproportionately affect certain groups.
 - **Legal Review:** Periodically review pool rules and requests with legal counsel to ensure they comply with the latest fair housing regulations and interpretations.

Risk Transfer

- Liability exposures created using vendors and contractors should be managed by district personnel. Contractor selection, contractual agreements, and certificates of insurance ensure your district is protected. This includes employees leased through a staffing agency or vendor and persons providing swim lessons.
- Contracts should hold the district harmless and copies of certificates of insurance showing liability coverage with limits at least equal to the district's limits should be obtained and kept current. The district should be listed as an additional insured on these certificates. FIA's Risk Services team can assist in the review process.

Frequently Asked Questions (FAQs)

Q: Should we allow alcohol at our community pool?

A: We strongly discourage allowing alcohol in and around pool areas due to the increased risk of accidents and injuries. Alcohol can impair judgment, coordination, and reaction time, increasing the likelihood of slips, falls, and drownings. Additionally, it can hinder a caretaker's ability to supervise children effectively. The CDC reports that alcohol use is involved in up to half of adolescent and adult deaths associated with water recreation. Districts should discuss the risks and associated controls with their insurance and risk management team.

Q: Are there any special considerations for night swimming?

A: Yes, if your district decides to allow night swimming, adequate lighting is crucial for safety. Underwater and overhead lighting should be provided in accordance with Florida Administrative Code 64E-9.006(2)(c) or the pool must close at dusk. Ensure that all areas of the pool and deck are well-lit to prevent accidents.

Q: Do we need to have ADA pool chair lifts?

A: Pool lifts are not required for all pools, particularly those with a zero-depth entry, which can serve as an accessible means of entry on its own. However, the Florida Building Code (FBC) mandates that if a pool lift is installed, it must comply with the ADA Standards for Accessible Design to ensure accessibility for individuals with disabilities. Factors that may influence the decision to install a pool lift include:

- **Pool Type and Usage:** Public pools, especially those used for therapy or rehabilitation, are more likely to require a lift.
- **Community Needs:** If the community has a significant population of individuals with disabilities who would benefit from a lift, it may be necessary to install one.
- **Local Regulations:** Some local jurisdictions may have specific requirements regarding pool lifts, so it's important to check local codes and ordinances, as well as FL DOH and FBC codes.

If a district chooses to install or already has a pool lift, it must meet the following criteria per FBC 454.1.2.5.6:

- **Placement:** The lift should be located in an area that allows for safe and easy transfer from a wheelchair or other mobility device.
- **Operation:** The lift should be easy to operate and have clear instructions for use.
- **Maintenance:** The lift should be regularly inspected and maintained to ensure it is in good working order.
- **Clear Deck Space:** Lifts mounted into the pool deck shall have a minimum 4-foot-wide (1,219 mm) clear deck space behind the lift mount.

At Florida Insurance Alliance, we understand the risks and hazards found in our member districts. If you have areas of concern or would like one of our knowledgeable loss control consultants to review and assess your district's risk management program, please contact us at riskservices@egisadvisors.com.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

15

Client Authorization Form

Date: March 25, 2026
Client: Pulte Group
Project Name: Silverlake CDD
Task Name: Task 2000
Project No.: 21000074P

We request your review and authorization of services as outlined below in order to proceed:

Services requested by: Ray Aponte

Description of service contract scope: Public Facilities Report

Colliers Engineering & Design, Inc. proposes to provide the following service(s):

Public Facilities Report

Inventory: A detailed description of existing public facilities (water, sewer, parks, roads) owned or managed, often including data on buildings and service capacity.

Capacity & Demand: Analysis of current demand on infrastructure compared to its maximum capacity.

Future Planning: Information on planned expansions or new facilities required to meet future growth.

Regulatory Compliance: Documentation ensuring services meet state or local standards, such as those under the Community Planning Act (Chapter 189, Florida Statutes)

CED will inform the client once we have reached 75% of the estimated amount in the instance additional addendums and funding will be necessary.

The Business Terms and Conditions of the original contract shall still apply.

Services outlined above shall be invoiced:

- Per diem/hourly
 Lump sum

Payment terms are NET30 of receipt of invoice.

Estimated Budget = \$ _____

Fee = \$ 30,000.00

I (we) hereby authorize the services to proceed as outlined above:

Client Authorization Form prepared by:

Eugene Collings-Bonfill

Signer's Name (Print)

Project Manager's Name (Print)

Signature

Date

Eugene Collings-Bonfill

Project Manager's Signature

3/25/2026

Date

Please sign the form where indicated & email or mail to Colliers Engineering & Design for our records.

Business Terms and Conditions

THIS PROPOSAL IS ADDITIONALLY GOVERNED BY AND SUBJECT TO CED'S BUSINESS STANDARD TERMS AND CONDITIONS, WHICH ARE ACCESSIBLE AT CED'S WEBSITE. **By signing this Proposal, Client acknowledges receipt and acceptance of the terms of this Proposal, including all Business Terms and Conditions located here and on CED's website.** By the act of executing this Proposal, the Client specifically acknowledges receipt of, agrees to, and intends to be fully bound by, the version of CED's Business Terms and Conditions located on CED's website at <https://colliersengineering.com/business-terms-conditions/> effective as of the date at the top of this Proposal. These additional terms are incorporated by reference into this Proposal. This web address includes any successor CED website. Hard copies of these additional terms and conditions can be made available to Client upon written request. Sections I-IV of this Proposal, including these terms and the Business Terms and Conditions located on CED's website, constitute the entire Agreement and supersede any previous agreement or understanding. This Agreement shall be governed by the laws in the State the project is located. The Client shall not assign this Agreement without the written consent of CED. This Proposal and the Business Terms and Conditions will be considered integrated into any subsequent contract/agreement entered by CED and Client.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

16

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

16A

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.


Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

Kristen Sutt
District Manager

Kristen Sutt
Print Name

8/5/24
Date


Chair/Vice Chair, Board of Supervisors

Brady Lefler
Print Name

8-5-24
Date

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

16B

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

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Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

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Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

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Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

A

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

AI

MANDY ELECTRIC, INC.
 6201 N Nebraska
 TAMPA, FL 33604
 813-264-9234
 carie@mandyselectric.com
 www.mandyselectric.com

Invoice



BILL TO

Silverlake CDD
 2300 Glades Road Suite 410W
 Boca Raton, FL 33431
 Melisa.Sgro@PulteGroup.com

SHIP TO

Silverlake Amenity

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
19121-1	12/08/2025	\$1,290	On completion	

DESCRIPTION	QTY	RATE	AMOUNT
Service call on 12/5: Troubleshoot and tested the big fan at amenity. Required rental lift. - Fan is under warranty, and a replacement has been ordered.	1		\$1,290

BALANCE DUE

\$1,290

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

ALL

MANDY ELECTRIC, INC.
 6201 N Nebraska
 TAMPA, FL 33604
 813-264-9234
 carie@mandyselectric.com
 www.mandyselectric.com

Invoice



BILL TO

Silverlake CDD
 2300 Glades Road
 Boca Raton, FL 33431
 Melisa.Sgro@PulteGroup.com

SHIP TO

Silverlake Clubhouse

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
19146-1	12/22/2025	\$1,177	On completion	

DESCRIPTION	QTY	RATE	AMOUNT
Service call on 12/17: - Removed and replaced ceiling fan motor on big fan. - Parts under warranty	1		\$ 1,177

BALANCE DUE

\$ 1,177

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

B

INVOICE

Bolton's Towing Service, Inc.
2690 Avenue E SW
Winter Haven, FL 33880-2505

boltonstowing@aol.com
+1 (863) 299-9966



Bill to
SilverLake CDD
SilverLake CDD
P.O. Box 810036
Boca Raton, FL 33481

Invoice details

Invoice no.: 157961
Terms: Net 30
Invoice date: 08/11/2025
Due date: 09/10/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	Sign Installation (Signage as per FL Statute 715.13)	1	\$50.00	\$50.00
2.		Misc	2 Custom Signs (Installation Included) for the Amenities Center	2	\$60.00	\$120.00
					Total	\$170.00

Note to customer

Thank you for your business!

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

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

C

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

CI



Proposal Prepared for:

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

Prepared by:

Tom Bryant
Email: tbryant@sunriselandscape.com
Proposal Date: 3/20/2026
Proposal #: 37804

Silverlake Amenity Bahia Sod Replacements Spring 2026



Purpose: Provide pricing to remove and replace freeze killed Bahia sod areas immediately surrounding the Silverlake pool amenity.

Process: Sunrise to remove and replace 12,500 square feet of dead Bahia sod areas. See attached map for sections included in this proposal. Please note that we have included a couple areas in and next to the playground that missing sod due to erosion that we would like to replace as well. Price includes irrigation flagging prior to sod removal and any needed repairs and adjustments after work is complete.

All areas included have irrigation with the exception of the playground and the area immediately to its left. We still need to replace these areas to prevent erosion and stabilize the existing grades.

Result: Dead sod areas immediately around the amenity replaced as needed.

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

PROJECT TOTAL: \$18,447.31

Terms and Conditions:

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

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

CII



Proposal Prepared for:

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

Prepared by:

Tom Bryant
Email: tbryant@sunriselandscape.com
Proposal Date: 12/10/2025
Proposal #: 31996

Dog Park - Filling Holes December 2025



Purpose: Provide proposal to fill in holes created by dogs digging (sample picture above).

Process: Sunrise landscape to fill in all dog park holes as needed.

Result: Holes filled in to prevent tripping hazards within Silverlake dog parks.

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

PROJECT TOTAL: \$165.50

Terms and Conditions:

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


6. Catastrophic or Natural Events: Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. Severability and Waiver: If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.

8. Amendments: No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

9. Choice of Law and Forum; Attorney's Fees: The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

10. Liens: Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By 
Tom Bryant

By Melisa Sgro

Date 12/10/2025

Date 12.10.2025

Sunrise Landscaping Contrs

Silverlake CDD

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

CIII



Proposal Prepared for:

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

Prepared by:

Tom Bryant
Email: tbryant@sunriselandscape.com
Proposal Date: 3/20/2026
Proposal #: 37806

Phase 2 Entrance Sidewalk Erosion Repair Spring 2026







Purpose: Provide pricing to adjust existing landscape around pictured sidewalk end to prevent future erosion issues.

Process: Sunrise to remove mulch and 2 Viburnum shrubs immediately surrounding pictures sidewalk. We will install new fill dirt under sidewalk and thoroughly compact to provide proper support. We will install heavy duty woven geotextile soil stabilization fabric (5' wide by 20' long) along sidewalk edge (secured with galvanized landscape staples) and install large rip rap stones (6 - 12") in the blue highlighted area on attached map. Any disturbed mulch in surrounding areas to be touched up as needed. 2 removed Viburnum shrubs to be install in another area on the property as needed.

Result: Rip rap stone area added to prevent erosion as needed.

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

PROJECT TOTAL: \$2,837.12

Terms and Conditions:

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

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

D



Ark Plumbing Service, LLC
P O Box 785
Groveland, Florida 34736
United States
(352) 988-4440

Estimate 109030149
Job 108997138
Estimate Date 3/10/2026
Technicians Joseph Suggs
Omesh Guman
Customer PO

Billing Address
Silverlake CDD c/o Folio
Po Box 810036
Boca Raton, FL 33481 United States

Job Address
Silverlake CDD c/o Folio
445 Waterford Drive
Lake Alfred, FL 33850 USA

Estimate Details

Replace RP backflow: Customer had issue with no water at the fixtures at the dog park. Inspection found that the water had been turned off at the meter due to the backflow splitting and failing cause it to leak. We will need to remove old backflow and piping to install new backflow prevention on the main water line.

Service #	Description	Quantity	Your Price	Your Total
DIAG 1	Replace RP Backflow	1.00	\$1,450.00	\$1,450.00
			Sub-Total	\$1,450.00
			Tax	\$0.00
			Total	\$1,450.00

Thank you for choosing Ark Plumbing Service

I authorize the above work to be performed by Ark Plumbing Service. Mobilization deposit of half the balance is due upon acceptance of estimate. Final payment is due upon completion of work. Payment will be due before final inspection is scheduled. ALL SALES ARE FINAL. Estimates are only valid for 10 days due to the volatility of the supply chain. Upon acceptance, material will be purchased and will be subject to a re-stock fee if customer decides to cancel contract.

DocuSigned by:
Brady Lefere
9549596DC71D4FB...

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

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SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

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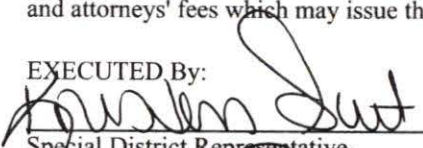
CONTRACT AGREEMENT

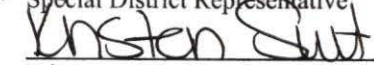
This Agreement made and entered into on Wednesday, January 14, 2026 by and between the Silverlake Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2026 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Silverlake Community Development District.
3. The term of this Agreement shall commence on January 1, 2026 or the date signed below, whichever is later, and shall run until December 31, 2026, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2026 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 10, 2026**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2026**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2026 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2026 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Tuesday, September 15, 2026** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

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

EXECUTED By:


Special District Representative


Print name


Title

Neil Combee
Polk County Property Appraiser
By:


Neil Combee, Property Appraiser


Date

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

EII



POLK COUNTY
Property Appraiser
Neil Combee

Revised 12/2025
ADA Compliant

2026 Data Sharing and Usage Agreement

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

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

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

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

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

The term of this Agreement shall commence on **January 1, 2026**, and shall run until **December 31, 2026**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

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

POLK COUNTY PROPERTY APPRAISER

Signature: Neil Combee

Print: Neil Combee

Title: Polk County Property Appraiser

Date: January 1, 2026

Agency: Silverlake CDD

Signature: Kristen Sutt

Print: Kristen Sutt

Title: District Manager

Date: 12/15/25

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

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

F



PO BOX 477
Land O' Lakes, FL 34639
PH: 813.996.0149
www.aicpainting.com
PA LP-09177

PROPOSAL & AGREEMENT

DATE:	<u>3/20/2026</u>	PROJECT:	<u>Silverlake Monument</u>
VENDOR:	<u>Silverlake CDD</u>	ADDRESS:	<u>917 Silverlake Blvd</u>
CONTACT NAME:	<u>Brady Lefere (Pulte)</u>		<u>Lake Alfred</u>
PHONE:	<u>954-683-7621</u>	EMAIL:	<u>Brady.lefere@pultegroup.com</u>

GENERAL DESCRIPTION: Provide labor, materials and equipment for the following scopes of work as requested for;

09900 Commercial Painting:

1. Monument: Lightly sand, clean and apply 2 coats of solid Sherwin Williams Woodscapes stain to wood beam.

TOTAL: \$ 1,375.00



WARRANTY: AIC Services hereby guarantees all workmanship and materials in the project to be free from defects for a period of one (1) year from completion date. This warranty does not cover damages, normal wear and tear, neglect or abuse.

Terms of Proposal/Agreement:

1. Down-payment will be invoiced as described above on all jobs over \$10k upon signed agreement and work has commenced. Progress Payments will be billed as noted above and balance will be invoiced upon completion. In the event that any payment becomes Past Due, the customer agrees to pay a service fee of 1.5% Service Fee on the unpaid balance each month until paid, plus all cost for collection

including reasonable attorney fees incurred by AIC prior to, litigation, including arbitration and appeal. Suit at the option of AIC, be instituted in Pasco County, Florida.

2. The following proposal is good for 30 day's, after that we have the option to change or adjust scope of work and amounts.
3. AIC must be in receipt of this executed proposal before any materials are to be purchased or work to be performed.
4. This proposal is solely for the benefit of the signatories hereto and represents the entire integrated agreement between parties, and supersedes all prior negotiations, representations or agreements, whether written or oral. Any and all extras must be approved prior to work commencing.
5. If paying by credit card a 1.5% processing fee will be applied to all transactions.

I have read, understood and agree to the Contract Proposal Agreement, General Description, Materials/Equipment Specifications, Exclusions, Warranty, Payment Terms/Agreement. Estimated time of completion can be determined upon contract approval and within reasonable industry guidelines and standards.

PROPOSAL SUBMITTED BY:
AIC SERVICES, INC.

Jay A. Canals

Jay A. Canals, President

CUSTOMER:

Brady Lefere  Digitally signed by
Brady Lefere

Signature

3-23-26

Date



SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

G



Phone: (727) 564-7187

Email: cardenassystemsllc@gmail.com

Address: 22139 US Hwy 19 N
Clearwater, FL 33765

DATE: 09/24/2025

To: SILVERLAKE CDD

PROJECT NAME: "SILVERLAKE"

PROJECT DESCRIPTION:

INCLUDES:

1. New texture around the pipe
2. One coat of Exterior SW Super Paint at whole wall where the pipe was repaired

Total \$575.00

WE WILL PROVIDE LABOR, MATERIAL, AND EQUIPMENT

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

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H

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

HI



Air-Conomics LLC

Silverlake Community Development District
 4301 Vineland Rd, Suite E-1
 Orlando, FL 32811

☎ (407) 214-8806
 ✉ servin@folioam.com

ESTIMATE	#448
ESTIMATE DATE	Jul 30, 2025
EXPIRATION DATE	Aug 29, 2025
TOTAL	\$1,000.00

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
Mini Split Repair Scope of Work: 1-Remove and Dispose Existing Mini Split Condensate Pump 2-Drill a hole in the wall behind the indoor unit to run the new drain line. 3-Installation of New Drain Line from the indoor unit through the wall out. 4-Installation of New PVC Pipe Sch40 from the unit drain line to the front of the building with metal clamps to support the drain line. 5-Create a P-trap at the end of the line. 6-Test Drain line until water start coming out the pipe.	2.0	\$400.00	\$800.00
Outdoor Unit Custom Screen Protector Make a Screen Fabric Protector to protect the outdoor unit coil from mosquitoes	1.0	\$200.00	\$200.00

Services subtotal: \$1,000.00

Subtotal \$1,000.00

Total \$1,000.00

Thanks For Your Business

DocuSigned by:
Brady Lefere
 9549596DC71D4FB...
 8/4/2025

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

HII

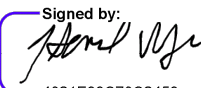
FIRST AMENDMENT TO ADDENDUM TO PROPOSAL BETWEEN THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) AND AIR-CONOMICS, LLC (“CONTRACTOR”) FOR AIR CONDITIONING MAINTENANCE SERVICES

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

The following provisions govern the proposal submitted by the Contractor, dated October 14, 2025, and attached hereto as **Exhibit A** (hereinafter referred to as the “Proposal,” and as modified by this Addendum, the “First Amendment”) for air conditioning maintenance services:

1. The District and the Contractor previously entered into that certain Addendum to Proposal Between the Silverlake Community Development District and Air-Conomics, LLC for Air Conditioning Maintenance Services, dated November 1, 2024 (“Agreement”).
2. The District and the Contractor desire to amend the Agreement in order to increase the compensation to be provided to the Contractor by the District for the services.
3. The District and the Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this First Amendment.
4. The Agreement is hereby amended to provide for quarterly visits at **Three Hundred Seventy-Five Dollars (\$375.00) per visit, not-to-exceed One thousand Five Hundred Dollars (\$1,500.00) annually**, as further detailed in **Exhibit A**.
5. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in section 4 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.
6. To the extent any of the provisions of this First Amendment are in conflict with the provisions of the Proposal, this First Amendment controls.
7. This First Amendment shall be deemed effective as of 10-15, 2025.

AIR-CONOMICS, LLC

Signed by:

 4821E33C78C2453...
 By: Jorge Sandoval
 Its: Owner
 Date: 10/17/2025, 2024

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT


Signed by:

 3123FE7569B14F4...
 Chair/Vice Chair, Board of Supervisors
 Date: 10-15, 2025

EXHIBIT A



Air-Conomics LLC

Silverlake Community Development District
 4301 Vineland Rd., Suite E-1
 Orlando, FL 32811

☎ (407) 214-8808
 ✉ hchastain@folicom.com

ESTIMATE	#482
ESTIMATE DATE	Oct 14, 2025
EXPIRATION DATE	Nov 13, 2025
TOTAL	\$1,500.00

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
Intensive Cleaning Service - Commercial-Mini Split Intensive Cleaning Mini Split Intensive Cleaning	4.0	\$375.00	\$1,500.00
1- Evaporator Coil Intensive Cleaning 2- Blower Wheel Intensive Cleaning 3- Front Cover Intensive Cleaning 4- Drain Line Intensive Cleaning 5- Condenser Unit Intensive Cleaning			
One Visit Quarterly (Every 3 Months) when you purchase the full Year in Advance.			

Services subtotal: \$1,500.00

Total \$1,500.00

Thanks For Your Business

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

I

AGREEMENT FOR WILDLIFE REMOVAL SERVICES

This Agreement (“Agreement”) is made and entered into this 27 day of April 2026 by and between:

Silverlake Community Development District, a local unit of special-purpose government established pursuant to *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

State Wildlife Trapper, LLC, with a mailing address of 2103 West Rio Vista Avenue, Tampa, Florida 33603 (hereinafter “Contractor,” together with District the “Parties”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide certain hog removal services relative to property within the District; and

WHEREAS, Contractor represents that it is qualified to provide such services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); 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:

SECTION 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.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services, as described in **Exhibit A**.
- B.** Contractor shall provide the materials, tools, and labor necessary to perform the Services. The Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- C.** While providing the Services, the Contractor shall assign such staff as may be

required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

- D. 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, and regulations.

SECTION 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 the 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. Any additional services rendered will be quoted and approved by the District Manager before any work is started.
- B. The District shall designate in writing a person to 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) The District hereby designates its Field Manager, Home Encounter HECM, LLC, d/b/a HomeRiver Group and Folio Association Management, to act as its representative.
 - (2) Upon request by the District representative, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- C. 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.

SECTION 5. COMPENSATION; TERM.

- A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Thousand Three Hundred Fifty Dollars and no cents (\$1,350.00) per month as described in the Proposal attached as **Exhibit A**. In addition, the District agrees to pay Contractor a one-time fee of Three Hundred Seventy Five Dollars and No Cents (\$375.00), which fee shall cover all expenses necessary for or related to the set up and removals of all traps, as described in **Exhibit A**. Any additional services or fees rendered will be quoted and approved by the District Manager before any work is started.
- B.** This Agreement shall become effective upon full execution by all Parties hereto and shall remain in effect for a period of twelve (12) months or until terminated by either Party in accordance with this Agreement.
- C.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E.** 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 6. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as 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 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.

SECTION 7. INDEMNIFICATION.

- A. 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, attorney fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interest, expenses, damages, penalties, fines, or judgments against the District.
- B. 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. 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 for 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.

SECTION 8 LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other 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 such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers, environmental requirements and any other requirements existing now or in the future that apply to the Services as required under the law. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations

herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein. 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.

SECTION 10. 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 of notice of termination.

SECTION 11. 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.

SECTION 12. 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.

SECTION 13. 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.

SECTION 14. 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, licenses, certifications or other regulatory requirements necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. 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.

SECTION 16. 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.

SECTION 17. 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.

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. 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.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and

provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. If to District:** Silverlake Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- With copies to:** Home Encounter HECM, LLC
d/b/a HomeRiver Group and Folio
Association Management
12906 Tampa Oaks Blvd, Suite 100
Temple Terrace, Florida 33617
Attn: Dean Garrow
- With copies to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
- B. If to the Contractor:** State Wildlife LLC
2103 West Rio Vista Avenue
Tampa, Florida 33603
Attn: Jerry Richardson

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 Notices 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 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. 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.

SECTION 25. PUBLIC RECORDS. 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 **Daphne Gillyard** (“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 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 (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 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.

SECTION 27. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation

of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. 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 29. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor shall provide sixty (60) days' written notice of termination without cause. 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.

SECTION 30. E-VERIFY. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, 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 31. 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. 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 certifies that in entering into this Contract, 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.

[Signature Page Follows]

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

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
Brady Lefere
By: _____
Print: President
Its: Brady Lefere

STATE WILDLIFE TRAPPER, LLC

DocuSigned by:
Jerry Richardson
By: _____
Print: Jerry Richardson
Its: Owner

EXHIBIT A

Proposal

FROM: Jerry Richardson State wildlife trapper
LLC - NWT 14255 Phone No. 813-390-9578
2103 w Rio vista Ave
Tampa FL,33603

PROPOSAL SUBMITTED TO , Sliverlake Cdd

Name: Brady Lefere
Phone: _____ Date: 4-24-2026
Street: _____
City: Polk county
State: Fl Zip: _____

I propose to furnish all materials and perform all labor necessary to complete the following:

Hunt and trap all-inclusive feral hogs using state-of-the-art trapping equipment which includes Primary tools we use for feral hog control will be cage traps, snares, trail cameras, Wireless GPS camera systems, Night Vision, thermal images, and any other means necessary to control and eliminate feral hog population. Propriety and traps are monitored 24 hours a day along with onsite technicians up to 3 to 4 times a week as needed to help eliminate and maintain and controlling the hog population.

Our monthly service fee \$1,350.00 per month (12) months to include multiple traps and camera setups including bait and all necessities to attract and contain wild hogs to limit and prevent property damage endured by feral hogs. Monthly Invoices will be due the 1st of each month. We have a min of 3 months

Any and all illegal activity that we notice will be reported to the appropriate authorities along with the property manager.

We are fully licensed and insured in the State of Florida to trap and remove all nuisance Wildlife. There is a set up & removal fee of \$ 375.00 1-time fee only.

Management Plan

2.1) Survey

A comprehensive survey of the property is used as a basis for creating a tailor-made management plan. One of our senior trappers scouts designated areas of concern for the telltale signs of *S. scrofa*. A storage trailer housing equipment is placed on the property in preparation for the monitoring phase.

2.2) Monitoring

Monitoring the feral hog population and their impact on native plants and animals is an integral part of the Feral Hog Management Plan. Measuring hog activity levels on the property is necessary for evaluating damage.

2.2.a) Damage monitoring.

Parallel transects or sections, spaced 200 m apart, will be used to check for damage. One hundred m tape will be laid out and walked. Any activity (tracks, fecal matter, rooting, etc.) seen while walking the transect is counted and ranked multiple times starting with pre-trapping and continuing every six months until the trapping phase is complete. Contingency tables will be used to compare different phases of management and assess whether less damage is occurring as trapping progresses. The tracts will be monitored for one year after trapping has ceased. If there is still noticeable damage after this timeframe then trapping may resume if requested.

2.2.b) Activity monitoring.

Unpaved roads on the property help track hogs more easily due to exposed soil that softens when it rains. Hogs prefer to use roads for traveling when available. Roads are normally the perfect location to place transects. After the sections are placed the roads are baited and observed. When a team member arrives to rebait, any new tracks or sustained damage is recorded. Only simple statistics are required to test data. This will be repeated multiple times pre-trapping, 6 months into the trapping program and post-trapping phase. A sizeable decline in the number of tracks found, over 50%, is expected. Monitoring does not require the purchase of extra equipment and is easily carried out by one team member.

2.2.c) Photo monitoring.

After activity monitoring, game cameras are placed in suitable locations to record wildlife activities. Measuring hog activity levels is necessary for evaluating the damage caused and to determine if the method of control is working.

2.2.d) Drone surveillance.

Drones are used for damage assessment. A fly over with photos quickly identifies any damaged areas and helps to locate hogs spread over vast tracts of land.

2.2.e) Continuous monitoring.

Continuous monitoring is the key to a successful eradication and management program. Successful monitoring saves time, resources and supplies additional information to aid in planning future management programs, if required. Constant monitoring allows for easy adjustments and is cost effective and efficient.

2.3) Trapping Methods

Multiple trapping methods may be used to secure and safely remove hogs from the premises. Population size of the group determines which method of removal will be implemented. The capture and

monitoring of a property will continue until either all hogs are removed or as dictated by the personalized management plan for your property. The capturing of hogs is prioritized over euthanization, but it is necessary under certain circumstances.

2.3.a) Movable traps.

Small traps are placed and moved as the hog population migrates across the property. This trapping method is best utilized with a small population of hogs. The cages are checked in regular daily intervals. Captured hogs are removed quickly due to limited amounts of food and water available inside the trap. Movable traps are inexpensive to maintain over long periods of time.



2.3.b) Pens.

Pens are used if there is an infestation of feral hogs. They are substantial enough to comfortably house multiple animals. The ability to roam the enclosure freely lessens stress due to confinement. Hog pens are made from chain link fence material and are circular with a diameter of approximately 20 feet. The traps are checked routinely as needed. Pens are inexpensive to maintain once completed, however the setup process is labor intensive and time consuming.

2.3.c) Dogs.

Dogs are used to capture elusive swine that live in thick brushy swampland. Tracking dogs are used after dusk when feral hogs are more active. A minimum of 2 dogs are required to track and surround the average hog. After successfully tracking the animal, catch dogs are released to finalize the capture. The captured hog is tied and carried off or humanely euthanized.

2.4) Data Management

To effectively manage the property a strategy is developed to systematically collect data, evaluate the success of the monitoring program, evaluate the success of the removal program, pinpoint hog locations and assess impact on the property. A monthly progress meeting, headed by the team leader, helps in the planning of future project activities. Weekly reports are submitted to the office and distributed electronically to each customer. The weekly reports submitted are:

1. Monitoring reports - Trail, pen, traps and game camera.
2. Capture reports - Reports on captured animals including location, sex, weight and final location.
3. Time and jobsite reports - Daily manpower and material report, future manpower requirements, material requests and all on-site activities.
4. Recommendations - New site specific recommendations due to dynamic conditions.
5. Scheduling - One week, two week and next month look ahead.
6. GPS Reports - Trappers have GPS devices and are able to review locations in real time or by tracks on a map.

2.4.a) Project oversight.

The project is coordinated and scheduled from our office. Reports, scheduling, purchase orders, invoices and any other paperwork is processed at the office and distributed to the client. We will work together to find a suitable solution to your feral hog problem. We work with Home Owners Associations (HOA's) and Community Development Districts (CDD's) throughout Florida. Our staff has years of professional experience and diligently work with our clientele to ensure that the feral hog population is eradicated in a timely manner. We are a preferred vendor of the Florida Fish and Wildlife Conservation Commission (FWC) for feral hog trapping and removal. Once contracted, our staff works tirelessly to ensure hogs are removed with celerity. Your satisfaction is our #1 goal!

Quality Control in Project Management

Our company requires all members of the team to review completed tasks on a daily basis. This guarantees alignment with the goals outlined in the management plan. Projects typically have a dedicated quality control team. All team members approach quality control with an open mind.

Our company-wide quality approach places emphasis on four aspects:

1. Elements such as controlling work flow, job management, daily reports, performance evaluations, maintaining integrity and correctly sorting records of each customer.
2. Competence in the field, being able to handle situations that may arise spontaneously and experience with hog trapping and removal.
3. Maintaining confidence in our skillset, organizational culture, motivation, team spirit and quality relationships.
4. Improving our infrastructure and limiting operational pitfalls.

State Wildlife Trapper LLC was incorporated in Florida in 2005.

Jerry Richardson – Owner

Jerry is involved in all operational aspects of State Wildlife Trapper LLC. He spends most days in the field managing and coordinating operations.

Tom Sewell – Field Supervisor of Operations

Tom is our project coordinator, safety officer and organizes manpower.

Susan Coker - Treasurer

Susan is responsible for record keeping, invoicing and data entry.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS

J

ESTIMATE

Resort Pool Services DBA
14711 Henson Rd
Orlando, FL 32832-6535

resortinvoice@gmail.com
+1 (321) 689-6210



Bill to
Silver lake CDD

Estimate details

Estimate no.: 1353
Estimate date: 04/01/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	04/01/2026	Pool Sign	Pool rules sign	2	\$285.00	\$570.00
2.	04/01/2026	Pool Sign	Pool rules sign swim at own risk	1	\$125.00	\$125.00
3.	04/01/2026	Pool Sign	Pool rules sign playground rules	1	\$285.00	\$285.00
					Total	\$980.00

Accepted date

Accepted by

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2026**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2026**

	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	\$ 198,935	\$ -	\$ -	\$ -	\$ -	\$ 198,935
Investments						
Revenue	-	126,975	108,420	-	-	235,395
Reserve	-	132,068	128,786	-	-	260,854
Capitalized interest	-	98,956	-	-	-	98,956
Construction	-	67	-	22,828	12,879	35,774
Cost of issuance	-	-	236	-	-	236
Interest	-	-	98,041	-	-	98,041
Sinking	-	60,013	55,000	-	-	115,013
Deposit	4,176	-	-	-	-	4,176
Due from Landowner	320	-	-	-	-	320
Due from general fund	-	687	669	-	-	1,356
Due from debt service fund	5,583	-	-	-	-	5,583
Total assets	<u>\$ 209,014</u>	<u>\$ 418,766</u>	<u>\$ 391,152</u>	<u>\$ 22,828</u>	<u>\$ 12,879</u>	<u>\$ 1,054,639</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Due to Landowner	\$ -	\$ 3,144	\$ -	\$ -	\$ -	\$ 3,144
Due to general fund	-	5,583	-	-	-	5,583
Due to debt service fund 2023	687	-	-	-	-	687
Due to debt service fund 2024	669	-	-	-	-	669
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>7,356</u>	<u>8,727</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>16,083</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	320	-	-	-	-	320
Total deferred inflows of resources	<u>320</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>320</u>
Fund balances:						
Restricted for:						
Debt service	-	410,039	391,152	-	-	801,191
Capital projects	-	-	-	22,828	12,879	35,707
Assigned:						
Future repairs	35,400	-	-	-	-	35,400
Unassigned	165,938	-	-	-	-	165,938
Total fund balances	<u>201,338</u>	<u>410,039</u>	<u>391,152</u>	<u>22,828</u>	<u>12,879</u>	<u>1,038,236</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 209,014</u>	<u>\$ 418,766</u>	<u>\$ 391,152</u>	<u>\$ 22,828</u>	<u>\$ 12,879</u>	<u>\$ 1,054,639</u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ 1,320	\$ 502,218	\$ 503,174	100%
Total revenues	<u>1,320</u>	<u>502,218</u>	<u>503,174</u>	100%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	384	4,850	15,000	32%
Engineering	-	-	2,500	0%
Audit	-	4,455	5,500	81%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	167	1,167	2,000	58%
Trustee	-	3,750	9,000	42%
EMMA software service	-	3,500	3,500	100%
Telephone	17	117	200	59%
Postage	49	322	250	129%
Printing & binding	42	292	500	58%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,669	6,600	86%
Contingencies/bank charges	86	587	750	78%
Website hosting & maintenance	-	705	705	100%
Meeting room rental	-	-	2,000	0%
Website ADA compliance	-	145	210	69%
Tax collector	26	10,027	15,724	64%
Total professional & administrative	<u>4,771</u>	<u>63,761</u>	<u>114,864</u>	56%

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2026**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field operations manager	1,200	8,400	14,400	58%
Landscape maintenance	12,210	85,471	136,000	63%
Mulch	-	9,035	38,500	23%
Irrigation repairs	1,028	5,793	5,000	116%
Landscape replacement	62,393	63,494	6,000	1058%
Pressure cleaning	-	-	5,000	0%
Pool maintenance	1,520	10,430	19,400	54%
Pool permit	-	-	300	0%
Clubhouse pest control	-	-	2,000	0%
Clubhouse/pool repairs	650	650	1,500	43%
Clubhouse supplies	-	-	1,000	0%
Clubhouse janitorial	-	9,890	25,080	39%
Clubhouse fobs-cameras	-	2,900	3,500	83%
Holiday decorations	-	-	4,000	0%
HVAC maintenance	-	-	1,280	0%
General repairs/supplies	4,212	8,214	5,000	164%
Mitigation/pond maintenance	800	2,000	5,000	40%
Utilities				
Electric- common area	1,579	6,723	9,000	75%
Water- clubhouse and pool	125	710	3,000	24%
Streetlights	4,875	24,905	61,000	41%
Internet- clubhouse	145	865	1,500	58%
Property insurance	-	27,298	32,000	85%
Total field operations	<u>90,737</u>	<u>266,778</u>	<u>379,460</u>	70%
Total expenditures	<u>95,508</u>	<u>330,539</u>	<u>494,324</u>	67%
Excess/(deficiency) of revenues over/(under) expenditures	(94,188)	171,679	8,850	
Net change in fund balances	(94,188)	171,679	8,850	
Fund balances - beginning (unaudited)	295,526	29,659	26,550	
Fund balance - ending (projected)				
Assigned:				
Future repairs	35,400	35,400	35,400	
Unassigned	165,938	165,938	-	
Fund balances - ending	<u>\$ 201,338</u>	<u>\$ 201,338</u>	<u>\$ 35,400</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, 2026**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 700	\$ 266,539	\$ 267,096	100%
Interest	1,160	5,707	-	N/A
Total revenues	<u>1,860</u>	<u>272,246</u>	<u>267,096</u>	102%
EXPENDITURES				
Principal	-	-	60,000	0%
Interest	-	98,956	197,913	50%
Total debt service	<u>-</u>	<u>98,956</u>	<u>257,913</u>	38%
Other fees & charges				
Tax collector	13	5,321	8,347	64%
Total other fees and charges	<u>13</u>	<u>5,321</u>	<u>8,347</u>	64%
Total expenditures	<u>13</u>	<u>104,277</u>	<u>266,260</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	1,847	167,969	836	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(2,619)	-	N/A
Total other financing sources	<u>-</u>	<u>(2,619)</u>	<u>-</u>	N/A
Net change in fund balances	1,847	165,350	836	
Fund balances - beginning	408,192	244,689	242,853	
Fund balances - ending	<u>\$ 410,039</u>	<u>\$ 410,039</u>	<u>\$ 243,689</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, 2026**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 683	\$ 259,956	\$ 260,458	100%
Interest	1,086	5,035	-	N/A
Total revenues	<u>1,769</u>	<u>264,991</u>	<u>260,458</u>	102%
EXPENDITURES				
Principal	-	-	55,000	0%
Interest	-	98,041	196,081	50%
Total debt service	<u>-</u>	<u>98,041</u>	<u>251,081</u>	39%
Other fees & charges				
Tax collector	13	5,190	8,139	64%
Total other fees and charges	<u>13</u>	<u>5,190</u>	<u>8,139</u>	64%
Total expenditures	<u>13</u>	<u>103,231</u>	<u>259,220</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	1,756	161,760	1,238	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(2,554)	-	N/A
Total other financing sources	<u>-</u>	<u>(2,554)</u>	<u>-</u>	N/A
Net change in fund balances	1,756	159,206	1,238	
Fund balances - beginning	389,396	231,946	230,117	
Fund balances - ending	<u>\$ 391,152</u>	<u>\$ 391,152</u>	<u>\$ 231,355</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, 2026**

	Current Month	Year To Date
REVENUES		
Interest	\$ 64	\$ 388
Total revenues	64	388
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	64	388
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	2,619
Total other financing sources/(uses)	-	2,619
Net change in fund balances	64	3,007
Fund balances - beginning	22,764	19,821
Fund balances - ending	\$ 22,828	\$ 22,828

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED APRIL 30, 2026**

	Current Month	Year To Date
REVENUES		
Interest	\$ 36	\$ 280
Total revenues	36	280
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	36	280
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	2,554
Total other financing sources/(uses)	-	2,554
Net change in fund balances	36	2,834
Fund balances - beginning	12,843	10,045
Fund balances - ending	\$ 12,879	\$ 12,879

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Silverlake Community Development District held Public Hearings and a Regular Meeting on August 4, 2025 at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850.

Present:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Melisa Sgro	Assistant Secretary

Also present:

Kristen Suit	District Manager
Jordan Lansford	Wrathell, Hunt and Associates LLC
Kate John (via telephone)	District Counsel
Ryan Dugan (via telephone)	Kutak Rock LLP

Residents present:

Alicia Flynt	Dana Walden	Laura Kellerman	Nathan Kellerman
Steven Flynt	Ashley Murphy	Tammy Tankorsh	Tom Tankorsh
Harold Doby	Steve Schulte	Michael Hampton	Bockarie Jombuv

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 5:00 p.m.
Supervisors Lefere, Sgro and Aponte were present. Supervisors Gallagher and Diggs were not present.

SECOND ORDER OF BUSINESS

Public Comments

Ms. Suit noted there are two opportunities for public comment on the agenda.

38 A resident stated that her address on Silverlake, in Phase 2, does not appear on Google
39 Maps. A Board Member stated the Marketing Team uploads data into a portal from which apps
40 update. These common issues will be fixed; a reminder will be sent to the Marketing Team.

41 A resident asked who selected Folio as the new HOA management company. Mr. Lefere
42 stated it was the HOA Board. He voiced his opinion that the on-site manager is a good fit.

43 A resident asked how many homes were sold by homeowners versus rentals and asked
44 if rentals will be built in Phase 2. A Board Member stated there are no plans for rentals in Phase
45 2. Mr. Lefere stated this is a CDD meeting, so he does not have the closing numbers with him, ,
46 but they can be provided.

47 Discussion ensued regarding lot sales, builders and development in the CDD.

48 It was estimated that 50% to 60% of homes have closed.

49 A resident asked if rental homes pay the same fees and assessments as other homes.
50 Mr. Lefere stated whoever owns a lot must pay the HOA fees and CDD assessments. Ms. Suit
51 stated that the CDD Operation & Maintenance (O&M) assessments are not based on lot size
52 but the Debt Service assessments are based on lot size. Mr. Lefere stated that each builder pays
53 the assessments for the lots they own.

54

55 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2025/2026 Budget**

56 **A. Affidavit of Publication**

57 **B. Consideration of Resolution 2025-07, Relating to the Annual Appropriations and**
58 **Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending**
59 **September 30, 2026; Authorizing Budget Amendments; and Providing an Effective**
60 **Date**

61
62 **On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the**
63 **Public Hearing was opened.**

64
65

66 Ms. Suit presented Resolution 2025-07. She reviewed the proposed Fiscal Year 2026
67 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025
68 budget, and explained the reasons for any changes. Assessments are 100% on roll and are

69 anticipated to increase approximately \$47 year-over-year. Ms. Suit stated the main increase
70 was the tax collector cost, landscape maintenance and clubhouse janitorial.

71 A resident inquired about the \$4,000 budgeted for decorations. It was noted that
72 minimal holiday beautification is anticipated; unused funds will be applied to Contingency.

73 Discussion ensued regarding development and adjustments of the CCD budget,
74 reallocation of unused budgeted funds for O&M expenses, increasing utility costs, Pulte’s
75 funding any budget deficit due to hiring weekend security, the need to increase budgeted items
76 in future years, keeping Folio or District Management informed about issues, amenity
77 management collecting deposits for meeting room rentals, and use of camera surveillance.

78 No affected property owners or members of the public spoke.

79 **On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the**
80 **Public Hearing was closed.**

81
82 **On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor,**
83 **Resolution 2025-07, Relating to the Annual Appropriations and Adopting the**
84 **Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September**
85 **30, 2026; Authorizing Budget Amendments; and Providing an Effective Date,**
86 **was adopted.**

87
88
89 **FOURTH ORDER OF BUSINESS**

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

94
95 **On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the**
96 **Public Hearing was opened.**

97
98
99 **A. Proof/Affidavit of Publication**

100 **B. Mailed Notice(s) to Property Owners**

101 These items were included for informational purposes.

102 Ms. Suit stated that a Mailed Notice will only be received if assessments will increase.

103 No affected property owners or members of the public spoke.

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

Discussion ensued regarding the budget adoption process, Mailed Notices and ability of the CDD to impose and collect the assessments via the Property Appraiser and Tax Collector.

Mr. Lefere stated that CDD assessments are included in the Non-Ad Valorem Assessments section of the property tax bill.

C. Consideration of Resolution 2025-08, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2025-08, which allows the CDD to impose and collect the assessments utilizing the services of the Property Appraiser and Tax Collector.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2025-08, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Public Hearing on Rules, Policies, and Fees Regarding Parking

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

A. Proof/Affidavits of Publication

The affidavit of publication was included for informational purposes.

Discussion ensued regarding managing parking issues, illegal parking at bus stops, the CDD’s inability to control parking on City streets, the City’s intent for parking spots at the bus

138 stops, adding signage in support of towing policies, providing offenders an opportunity before
139 towing, and CDD policies versus HOA policies.

140 A Board Member stated that Phase 2 was officially accepted by the City. The
141 Performance Bond Release was received, so all improvements were officially accepted. The City
142 required "NO PARKING" signs to be installed on the Speed Limit signs.

143 Discussion ensued about illegal street parking, Lake Alfred Police Department notices
144 advising that they will enforce parking infraction regulations, and current lack of enforcement.

145 Ms. John stated the policies allow the Board to approve signage and to authorize the
146 Chair to approve signage outside of a CDD meeting, if necessary. While CDD property is public
147 property, the CDD has authority under Chapter 190 to tow and to establish tow away zones.

148 Mr. Lefere asked if the CDD can specify the length of time a vehicle can be present
149 before it is towed. Ms. John replied affirmatively. Mr. Lefere discussed the desire to avoid
150 towing guests or relatives and suggested one week might be appropriate.

151 Discussion ensued regarding the feasibility of guest name tags, need for signage to be
152 posted by the towing company, and long-term illegal parking.

153 **Ryan Dugan joined the meeting by telephone at 5:35 p.m.**

154 Discussion ensued regarding towing after one week and establishing a means of
155 monitoring violators, given the lack of on-site staff.

156 Mr. Dugan stated the CDD would enter into an agreement with a towing company; Staff
157 would work with the towing company to install signs; and, in those instances in which towing is
158 necessary, Field Management would contact the towing company. Monitoring would typically
159 be based on reports and observations; the intent is to prevent parking abuses.

160 Discussion ensued regarding parking issues, issuance of guest passes and the need to
161 tow a vehicle that has been present for months.

162 Mr. Dugan stated the vehicle can be towed seven days after signs are posted. The CDD
163 can establish towing rules as it sees fit; it is a matter of Folio administering it and, while he has
164 not worked with Folio with regard to this CDD, it can be done.

165 Mr. Lefere suggested having Folio on site for one or more weekends.

166 Discussion ensued regarding distribution of passes to owners, accounting for fobs and
167 passes to renters, commercial vehicles parking in the overflow parking lot, towing nuisance
168 vehicles and the towing company monitoring for violators.

169 Discussion ensued regarding the preference to tow from specified tow away zones after
170 seven days, whether a policy is needed to tow a nuisance vehicle, the CDD’s inability to tow
171 without signage, towing based on roaming patrols or resident reports, and deterrence via
172 signage.

173 Mr. Lefere suggested establishing towing after seven days throughout the CDD.

174 Asked about the aforementioned towing policy related to nuisance vehicles, Ms.
175 Lansford stated that other CDDs implemented towing by request for vehicles with expired tags,
176 broken down or crashed vehicles, or after a specified number of complaints.

177 Discussion ensued regarding whether to tow vehicles based on such criteria rather than
178 timing, tracking a case-by-case basis policy, and whether to limit the towing policy to the
179 Amenity Center or to include all CDD roadways.

180 Mr. Dugan stated, if the policy is enacted for the Amenity Center only, another Public
181 Hearing would be needed to add enforcement in additional areas.

182 The consensus was to apply the policy to tow vehicles after seven days throughout CDD
183 property.

184 It was noted that the cameras provide adequate evidence to support towing.

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

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189 In response to a question, Ms. Suit stated that, in order to rescind these Rules in the
190 future, another Public Hearing would be necessary.

191 **B. Consideration of Resolution 2025-09, Adopting Rules Relating to Parking and Parking**
192 **Enforcement; Providing a Severability Clause; and Providing an Effective Date**

**On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor,
Resolution 2025-09, Adopting Rules Relating to Parking and Parking
Enforcement, as presented, with a seven-day towing policy; Providing a
Severability Clause; and Providing an Effective Date, was adopted.**

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In response to a question, Mr. Lefere stated the HOA will hold a public meeting to discuss the budget, perhaps at the Amenity Center, to get better attendance.

SIXTH ORDER OF BUSINESS **Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Ms. Suit presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards. She stated that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

- **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards and authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, were approved.

SEVENTH ORDER OF BUSINESS **Ratification Items**

- A. Home Encounter HECM, LLC Field Operations Agreement**

Mr. Lefere stated that Home Encounter is also known as Folio.

- B. Steadfast Alliance, LLC Wetland Mitigation Maintenance Services Agreement**

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Home Encounter HECM, LLC Field Operations Agreement and Steadfast Alliance, LLC Wetland Mitigation Maintenance Services Agreement, as listed, were ratified.

EIGHTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of June 30, 2025**

Mr. Lefere stated that public records, such as Unaudited Financial Statements, are available upon request.

234 Ms. Suit stated that Meeting Minutes are not posted on the CDD website until after they
235 are approved by the Board at the following public meeting.

236 Mr. Lefere stated that select public records are posted on the CDD website, including
237 budgets, financials and rules. Other public records are available via public records requests.

238 **On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the**
239 **Unaudited Financial Statements as of June 30, 2025, were accepted.**

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242 **NINTH ORDER OF BUSINESS**

**Approval of June 2, 2025 Regular Meeting
Minutes**

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245 **On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the**
246 **June 2, 2025 Regular Meeting Minutes, as presented, were approved.**

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249 **TENTH ORDER OF BUSINESS**

Staff Reports

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251 **A. District Counsel: Kutak Rock LLP**

252 **B. District Engineer (Interim): Colliers Engineering & Design**

253 There were no District Counsel or District Engineer reports.

254 **C. District Manager: Wrathell, Hunt and Associates, LLC**

- 255 • **220 Registered Voters as of April 15, 2025**
- 256 • **NEXT MEETING DATE: October 6, 2025 at 5:00 PM**
- 257 ○ **QUORUM CHECK**

258 The next meeting will be on October 6, 2025, unless cancelled.

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260 **ELEVENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

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262 There were no Board Members' comments or requests.

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264 **TWELFTH ORDER OF BUSINESS**

Public Comments

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266 The Board and Staff responded to questions regarding broken pool furniture and
267 hammocks, use of cameras to identify those responsible for damage, and upcoming repairs to
268 the men's bathroom air conditioning unit at the pool.

269 It was noted that the Developers perform ongoing site visits to address issues.

270 A resident asked if the CDD owns the lake and has access to it. Mr. Lefere voiced his
271 belief that half of the lake is on CDD property. Steadfast will continue maintaining the lake. In
272 the coming weeks, a fence will be installed in an area where complaints were received about
273 people entering the CDD.

274 Discussion ensued regarding broken glass at the bus stop, surveillance cameras and use
275 of ATVs behind residences.

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277 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

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279 **On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the**
280 **meeting adjourned at 6:30 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2025 CANCELED	Regular Meeting	5:00 PM
November 3, 2025 CANCELED	Regular Meeting	5:00 PM
December 1, 2025 CANCELED	Regular Meeting	5:00 PM
January 5, 2026 CANCELED	Regular Meeting	5:00 PM
February 2, 2026 CANCELED	Regular Meeting	5:00 PM
March 2, 2026 CANCELED	Regular Meeting	5:00 PM
April 6, 2026 CANCELED	Regular Meeting	5:00 PM
May 4, 2026 CANCELED	Regular Meeting	5:00 PM
June 1, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	5:00 PM
July 6, 2026	Regular Meeting	5:00 PM
August 3, 2026	Public Hearings & Regular Meeting <i>Adoption of FY2027 Budget and Revised Rules of Procedure</i>	5:00 PM