

SILVER OAKS

**COMMUNITY DEVELOPMENT
DISTRICT**

August 15, 2024

BOARD OF SUPERVISORS

PUBLIC HEARINGS

AND REGULAR

MEETING AGENDA

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Silver Oaks 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

August 8, 2024

Board of Supervisors
Silver Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Silver Oaks Community Development District will hold Public Hearings and a Regular Meeting on August 15, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2024-11, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
4. 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
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2024-12, Providing for Funding for the Fiscal Year 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Fiscal Year 2025 Deficit Funding Agreement
6. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank

ATTENDEES:

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

- A. Consideration of Resolution 2024-13, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023
7. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
8. Ratification of Gig Fiber, LLC Outdoor Solar Lighting Service Agreement
9. Acceptance of Unaudited Financial Statements as of June 30, 2024
10. Approval of April 18, 2024 Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Michael B. Schorah and Associates, Inc*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: September 19, 2024, *immediately following Solaeris CDD and Preserve at Savannah Lakes CDD Meetings at 11:15 AM, respectively*

○ QUORUM CHECK

SEAT 1	JON SEIFEL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MICHAEL CAPUTO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	TIMOTHY SMITH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JUSTIN FRYE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,

Cindy Cerbone
Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 867 327 4756

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

3A



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/01/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/01/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$149.00

Tax Amount: \$0.00

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SILVER OAKS COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2025
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF
SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Silver Oaks Community Development District ("District") will hold a public hearing as follows:

DATE: August 15, 2024

HOUR: 11:15 AM

LOCATION: Verano Social Club-house

10291 SW Visconti Way

Port St. Lucie, Florida 34986

The purpose of the hearing is to receive comments on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431, (877)276-0889 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

District Manager
Pub: Aug 1, 2024
TCN10404721

KAITLYN FELTY
Notary Public
State of Wisconsin

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-11

[ANNUAL APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors (“**Board**”) of the Silver Oaks Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2025**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025 or within 60 days following the end of the Fiscal Year 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

[signatures appear on the following page]

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2024.

ATTEST:

**SILVER OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A: Fiscal Year 2025 Budget

Exhibit A: Fiscal Year 2025 Budget

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
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**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 02/29/24	Projected through 09/30/24	Total Actual & Projected	Proposed Budget FY 2025
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 455,265
Landowner contribution	345,625	21,519	72,137	93,656	-
Total revenues	345,625	21,519	72,137	93,656	455,265
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	2,574	22,426	25,000	25,000
Engineering	5,000	250	4,750	5,000	5,000
Audit	4,075	3,150	-	3,150	4,075
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	83	917	1,000	1,000
EMMA software service**	-	-	-	-	1,000
Trustee**	5,500	-	-	-	5,500
Telephone	200	66	134	200	200
Postage	500	46	454	500	500
Printing & binding	500	208	292	500	500
Legal advertising	2,000	2,424	-	2,424	2,000
Annual special district fee	175	175	-	175	175
Insurance	6,050	5,200	-	5,200	6,050
Contingencies/bank charges	500	4	496	500	500
Website			-		
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total professional & administrative	100,165	34,885	58,429	93,314	101,165

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 02/29/24	Projected through 09/30/24	Total Actual & Projected	Proposed Budget FY 2025
Field operations					
Field operations management	9,600	-	-	-	12,000
Field operations accounting	2,500	-	-	-	3,500
Amenity center	-	-	-	-	40,000
Property insurance	-	-	-	-	25,000
Flood insurance	-	-	-	-	5,000
Pump maintenance	-	-	-	-	8,000
Irrigation electricity	-	-	-	-	5,000
Wet ponds	8,000	-	-	-	8,000
Wetland maintenance	7,100	-	-	-	7,100
Upland maintenance	11,500	-	-	-	11,500
Irrigation supply-wells	30,000	-	-	-	30,000
Entryway maintenance	7,500	-	-	-	7,500
Entryway electricity	3,500	-	-	-	3,500
Landscape inspection	18,000	-	-	-	18,000
Landscape & tree maintenance	110,000	-	-	-	110,000
Plant replacement	5,000	-	-	-	5,000
Irrigation repairs	5,000	-	-	-	5,000
Roadway maintenance	5,000	-	-	-	5,000
Streetlighting	11,760	-	-	-	25,000
Street tree-arbor care	10,000	-	-	-	10,000
Contingencies	1,000	-	-	-	10,000
Total field operations	245,460	-	-	-	354,100
Total expenditures	345,625	34,885	58,429	93,314	455,265
Net increase/(decrease) of fund balance	-	(13,366)	13,708	342	-
Fund balance - beginning (unaudited)	-	(342)	(13,708)	(342)	-
Fund balance - ending (projected)	\$ -	\$ (13,708)	\$ -	\$ -	\$ -

*This expense will be realized the year after the issuance of bonds.

**This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
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Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal	25,000
-------	--------

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

Engineering	5,000
-------------	-------

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

Audit	4,075
-------	-------

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

Arbitrage rebate calculation	750
------------------------------	-----

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

Dissemination agent	1,000
---------------------	-------

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

EMMA software service	1,000
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Trustee	5,500
---------	-------

Annual fee for the service provided by trustee, paying agent and registrar.

Telephone	200
-----------	-----

Telephone and fax machine.

Postage	500
---------	-----

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

Printing & binding	500
--------------------	-----

Letterhead, envelopes, copies, agenda packages, etc.

Legal advertising	2,000
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The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

EXPENDITURES (continued)

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

Insurance	6,050
-----------	-------

The District will obtain public officials and general liability insurance.

Contingencies/bank charges	500
----------------------------	-----

Bank charges and other miscellaneous expenses incurred during the year.

Website	705
---------	-----

Hosting & maintenance	705
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ADA compliance	210
----------------	-----

Total professional & administrative	101,165
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**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (CONTINUED)

Field operations

Field operations management	12,000
Field operations accounting	3,500
Amenity center	40,000
Property insurance	25,000
Flood insurance	5,000
Pump maintenance	8,000
Irrigation electricity	5,000
Wet ponds	8,000
Wetland maintenance	7,100
Upland maintenance	11,500
Irrigation supply-wells	30,000
Entryway maintenance	7,500
Entryway electricity	3,500
Landscape inspection	18,000
Landscape & tree maintenance	110,000
Plant replacement	5,000
Irrigation repairs	5,000
Roadway maintenance	5,000
Streetlighting	25,000
Street tree-arbor care	10,000
Contingencies	10,000
Total field operations	<u>354,100</u>
Total expenditures	<u><u>\$455,265</u></u>

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 02/29/24	Projected through 09/30/24	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: off-roll	-	\$ -	\$ 266,621	\$ 266,621	\$ 664,933
Total revenues	-	-	266,621	266,621	664,933
EXPENDITURES					
Debt service					
Principal	-	-	-	-	130,000
Interest	-	-	112,573	112,573	533,243
Cost of issuance	-	194,250	-	194,250	-
Total expenditures	-	194,250	112,573	306,823	663,243
Excess/(deficiency) of revenues over/(under) expenditures	-	(194,250)	154,048	(40,202)	1,690
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	1,156,506	-	1,156,506	-
Underwriter's discount	-	(190,000)	-	(190,000)	-
Transfers in	-	12,243	-	12,243	-
Total other financing sources/(uses)	-	978,749	-	978,749	-
Fund balance:					
Net increase/(decrease) in fund balance	-	784,499	154,048	938,547	1,690
Beginning fund balance (unaudited)	-	(6,993)	777,506	(6,993)	931,554
Ending fund balance (projected)	\$ -	\$ 777,506	\$ 931,554	\$ 931,554	933,244
Use of fund balance:					
Debt service reserve account balance (required)					(664,933)
Interest expense - November 1, 2025					(263,566)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 4,745</u>

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			266,621.25	266,621.25	9,500,000.00
05/01/25	130,000.00	4.700%	266,621.25	396,621.25	9,370,000.00
11/01/25			263,566.25	263,566.25	9,370,000.00
05/01/26	140,000.00	4.700%	263,566.25	403,566.25	9,230,000.00
11/01/26			260,276.25	260,276.25	9,230,000.00
05/01/27	145,000.00	4.700%	260,276.25	405,276.25	9,085,000.00
11/01/27			256,868.75	256,868.75	9,085,000.00
05/01/28	150,000.00	4.700%	256,868.75	406,868.75	8,935,000.00
11/01/28			253,343.75	253,343.75	8,935,000.00
05/01/29	160,000.00	4.700%	253,343.75	413,343.75	8,775,000.00
11/01/29			249,583.75	249,583.75	8,775,000.00
05/01/30	165,000.00	4.700%	249,583.75	414,583.75	8,610,000.00
11/01/30			245,706.25	245,706.25	8,610,000.00
05/01/31	175,000.00	4.700%	245,706.25	420,706.25	8,435,000.00
11/01/31			241,593.75	241,593.75	8,435,000.00
05/01/32	185,000.00	5.550%	241,593.75	426,593.75	8,250,000.00
11/01/32			236,460.00	236,460.00	8,250,000.00
05/01/33	195,000.00	5.550%	236,460.00	431,460.00	8,055,000.00
11/01/33			231,048.75	231,048.75	8,055,000.00
05/01/34	205,000.00	5.550%	231,048.75	436,048.75	7,850,000.00
11/01/34			225,360.00	225,360.00	7,850,000.00
05/01/35	220,000.00	5.550%	225,360.00	445,360.00	7,630,000.00
11/01/35			219,255.00	219,255.00	7,630,000.00
05/01/36	230,000.00	5.550%	219,255.00	449,255.00	7,400,000.00
11/01/36			212,872.50	212,872.50	7,400,000.00
05/01/37	245,000.00	5.550%	212,872.50	457,872.50	7,155,000.00
11/01/37			206,073.75	206,073.75	7,155,000.00
05/01/38	260,000.00	5.550%	206,073.75	466,073.75	6,895,000.00
11/01/38			198,858.75	198,858.75	6,895,000.00
05/01/39	270,000.00	5.550%	198,858.75	468,858.75	6,625,000.00
11/01/39			191,366.25	191,366.25	6,625,000.00
05/01/40	285,000.00	5.550%	191,366.25	476,366.25	6,340,000.00
11/01/40			183,457.50	183,457.50	6,340,000.00
05/01/41	305,000.00	5.550%	183,457.50	488,457.50	6,035,000.00
11/01/41			174,993.75	174,993.75	6,035,000.00
05/01/42	320,000.00	5.550%	174,993.75	494,993.75	5,715,000.00
11/01/42			166,113.75	166,113.75	5,715,000.00
05/01/43	340,000.00	5.550%	166,113.75	506,113.75	5,375,000.00
11/01/43			156,678.75	156,678.75	5,375,000.00
05/01/44	360,000.00	5.550%	156,678.75	516,678.75	5,015,000.00
11/01/44			146,688.75	146,688.75	5,015,000.00
05/01/45	380,000.00	5.850%	146,688.75	526,688.75	4,635,000.00
11/01/45			135,573.75	135,573.75	4,635,000.00
05/01/46	405,000.00	5.850%	135,573.75	540,573.75	4,230,000.00
11/01/46			123,727.50	123,727.50	4,230,000.00
05/01/47	425,000.00	5.850%	123,727.50	548,727.50	3,805,000.00
11/01/47			111,296.25	111,296.25	3,805,000.00
05/01/48	455,000.00	5.850%	111,296.25	566,296.25	3,350,000.00

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/48			97,987.50	97,987.50	3,350,000.00
05/01/49	480,000.00	5.850%	97,987.50	577,987.50	2,870,000.00
11/01/49			83,947.50	83,947.50	2,870,000.00
05/01/50	510,000.00	5.850%	83,947.50	593,947.50	2,360,000.00
11/01/50			69,030.00	69,030.00	2,360,000.00
05/01/51	540,000.00	5.850%	69,030.00	609,030.00	1,820,000.00
11/01/51			53,235.00	53,235.00	1,820,000.00
05/01/52	570,000.00	5.850%	53,235.00	623,235.00	1,250,000.00
11/01/52			36,562.50	36,562.50	1,250,000.00
05/01/53	605,000.00	5.850%	36,562.50	641,562.50	645,000.00
11/01/53			18,866.25	18,866.25	645,000.00
05/01/54	645,000.00	5.850%	18,866.25	663,866.25	-
Total	9,500,000.00		10,634,027.50	20,134,027.50	

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Off-Roll Assessments					
<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
TH	234	\$ 1,440.71	\$ 1,976.03	\$ 3,416.74	n/a
SF	82	1,440.71	2,470.03	3,910.74	n/a
Total	316				

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

4A

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/25/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/25/2024

Legal Clerk

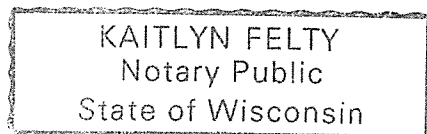
Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$720.80	
Tax Amount:	\$0.00	
Payment Cost:	\$720.80	
Order No:	10408366	# of Copies:
Customer No:	1126139	0
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("**Board**") for the Silver Oaks Community Development District ("**District**") will hold the following public hearings and a regular meeting:

NOTICE OF PUBLIC HEARINGS

DATE: **August 15, 2024**
TIME: **11:15 AM**
LOCATION: **Verano Social Clubhouse
10291 SW Visconti Way
Port St. Lucie, Florida 34986**

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2025**"). The second public hearing is being held pursuant to Chapters 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, Florida Statutes, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The O&M Assessments are allocated on a per unit basis. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2025, and any portion of the District's Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Proposed Annual O&M Assessment*
Residential Unit	0	\$1,483.93
Undeveloped Land	125.56	\$3,734.65
TOTAL REVENUE		\$468,922.95

**May be in addition to collection costs and early payment discounts.*

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which may be imposed on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion

within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2025.

The District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November of this year. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later using a different collection method.

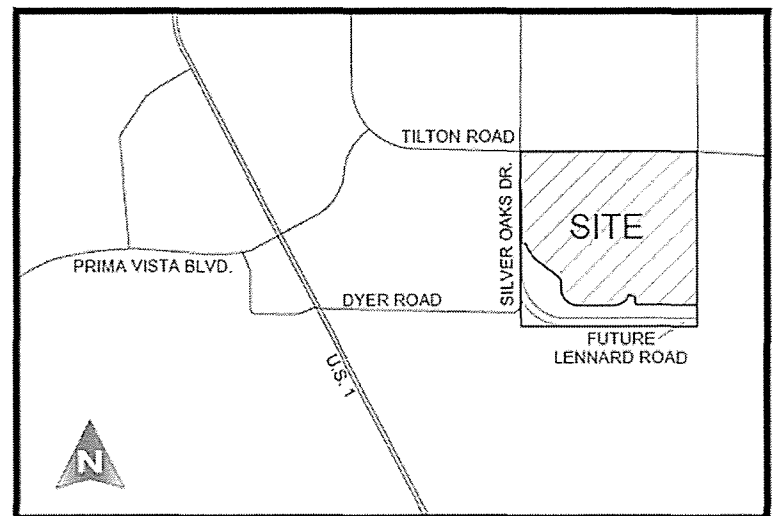
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at **Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431, (877)276-0889 ("District Manager's Office")**, during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based.

District Manager



VICINITY MAP
NOT TO SCALE

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

4B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Silver Oaks Community Development District. Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 10, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

FURTHER AFFIANT SAYETH NOT.

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT**



By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 10th day of July 2024, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC

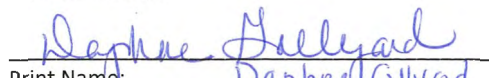

Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices
EXHIBIT B: List of Addressees

Silver Oaks 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
THIS IS NOT A BILL – DO NOT PAY

July 10, 2024

VIA FIRST CLASS MAIL

CRE-KL SILVER OAKS OWNER LLC
14025 RIVEREDGE DR STE 175
TAMPA, FL 33637
PARCEL ID: 3414-501-0801-050-8

RE: Silver Oaks Community Development District
Fiscal Year 2025 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Florida law, the Silver Oaks Community Development District (“**District**”) will be holding a meeting and public hearing(s) for the purposes of (i) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2025**”), and (ii) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget as follows:

DATE: August 15, 2024
HOUR: 11:15 AM
LOCATION: Verano Social Clubhouse,
10291 SW Visconti Way,
Port St. Lucie, Florida 34986

The proposed O&M Assessment information for your property is set forth in **Exhibit A**. The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting **Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431, (877)276-0889 (“District Manager’s Office”)**. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District.

All affected property owners have the right to appear and comment at the public hearings and meeting, and may file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based.

Sincerely,



Cindy Cerbone
District Manager

EXHIBIT A
Summary of O&M Assessments

The schedule of assessments, and total revenue to be collected to fund the Proposed Budget for Fiscal Year 2025, are as set forth below. The O&M Assessments are allocated on a per unit basis. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2025, and any portion of the District's Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement.

Land Use	Total # of Units / Acres	Proposed Annual O&M Assessment*
Residential Unit	0	\$1,483.93
Undeveloped Land	125.56	\$3,734.65
TOTAL REVENUE		\$468,922.95

*May be in addition to collection costs and early payment discounts.

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2025. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

By operation of law, the District's assessments each year constitute a lien against benefitted property located within the District just as do each year's property taxes. For Fiscal Year 2025, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November of this year. The District may also directly collect assessments at the time lots are sold. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2024-12

[ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FISCAL YEAR 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Silver Oaks Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**FY 2025**"), attached hereto as **Exhibit A**; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. FUNDING. As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

- a. OPERATIONS AND MAINTENANCE FUNDING AGREEMENT.** The District's Board hereby authorizes a deficit funding agreement for a portion of the operations and maintenance services set forth in the District's Adopted Budget, as set forth in **Exhibit A**.
- b. OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- i. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- ii. **Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

The Board finds and determines that operations and maintenance assessments shall immediately attach only to sold lots (as set forth in **Exhibits "A" and "B"**), and further that operations and maintenance assessments shall also attach on a pro-rated basis to any lots sold during Fiscal Year 2025 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. All sold lots do not receive the same level of benefit as unsold lots and, accordingly, such unsold lots shall not receive an operations and maintenance assessment for Fiscal Year 2025.

- iii. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
- c. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- a. **Tax Roll Assessments.** [RESERVED.]
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and**

B. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1, 2024 and no later than September 30, 2025.

As noted above, operations and maintenance assessments shall attach to any lots sold during Fiscal Year 2025 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. Any such assessments shall be collected directly by the District in accordance with Florida law, and at the time of sale.

- ii. Debt service assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
- iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in

future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 15th day of August, 2024.

ATTEST:

**SILVER OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

5

FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT** ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between:

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

CRE-KL Silver Oaks Owner, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, whose mailing address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Developer**").

RECITALS

WHEREAS, the District was established for the purposes 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 ("**FY 2025 Budget**"), which begins on October 1, 2024 and ends on September 30, 2025, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2025 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2025 Budget amount and the amount of the O&M Assessments, 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 ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** 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. As a point of clarification, the District shall only request funding for the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The 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.

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

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

[SIGNATURES ON NEXT PAGE]

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

**SILVER OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Chair/Vice Chair, Board of Supervisors

CRE-KL SILVER OAKS OWNER, LLC

By: _____
Its: _____

Exhibit A: Fiscal Year 2024/2025 General Fund Budget

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

6

Silver Oaks Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

Silver Oaks Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Silver Oaks Community Development District
St. Lucie County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Silver Oaks Community Development District (the "District"), as of and for the year ended September 30, 2023, 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 Silver Oaks Community Development District as of September 30, 2023, 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. 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
Silver Oaks 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 judgement 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 judgement, 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
Silver Oaks 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 June 21, 2024 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 Silver Oaks Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

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

June 21, 2024

**Silver Oaks Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

Management's discussion and analysis of Silver Oaks 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 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 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.

**Silver Oaks Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

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 general obligation 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, 2023.

- ◆ The District's liabilities exceeded assets by \$(6,993) (net position). Unrestricted net position was \$(134,521). Net investment in capital assets was \$127,528.
- ◆ Governmental activities revenues totaled \$59,440, while governmental activities expenses totaled \$60,565.

**Silver Oaks Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

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	
	2023	2022
Current assets	\$ 73,678	\$ 15,047
Capital assets	127,528	428
Total Assets	201,206	15,475
Current liabilities	208,199	21,343
Net Position		
Net investment in capital assets	127,528	428
Unrestricted	(134,521)	(6,296)
Total Net Position	\$ (6,993)	\$ (5,868)

The increase in current assets is related to the increase in due from developer in the current year.

The increase in capital assets is related to the increase in construction in progress in the current year.

The increase in current liabilities is related to the increase in accounts payable and due to developer in the current year.

**Silver Oaks Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

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	
	2023	2022
Program Revenues		
Contributions	\$ 59,440	\$ 51,535
Expenses		
General government	59,440	51,535
Interest and other charges	1,125	5,868
Total Expenses	60,565	57,403
Change in Net Position	(1,125)	(5,868)
Net Position - Beginning of Year	(5,868)	-
Net Position - End of Year	\$ (6,993)	\$ (5,868)

The District is still in the beginning stages of development and awaiting the initial issuance of long-term debt.

**Silver Oaks Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2023**

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, 2023 and 2022.

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2023</u>	<u>2022</u>
Construction in progress	<u>\$ 127,528</u>	<u>\$ 428</u>

The activity for the year consisted of additions to construction in progress of \$127,100.

General Fund Budgetary Highlights

Actual expenditures were less than the final budget because there were less legal fees and engineering expenditures than were anticipated.

The September 30, 2023 budget was not amended.

Economic Factors and Next Year's Budget

Silver Oaks Community Development District issued \$9,500,000 Special Assessments Revenue Bonds, Series 2024 in January 2024. The District cannot anticipate the effect on the financial position or results of operations of the District in fiscal year 2024.

Request for Information

The financial report is designed to provide a general overview of Silver Oaks 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 Silver Oaks Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Silver Oaks Community Development District
STATEMENT OF NET POSITION
September 30, 2023

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 10,044
Due from developer	63,634
Total Current Assets	<u>73,678</u>
Non-current Assets	
Capital Assets, not being depreciated	
Construction in progress	127,528
Total Assets	<u>201,206</u>
 LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	67,678
Retainage payable	8,651
Due to developer	131,870
Total Current Liabilities	<u>208,199</u>
 NET POSITION	
Net investment in capital assets	127,528
Unrestricted	(134,521)
Net Position	<u><u>\$ (6,993)</u></u>

See accompanying notes to financial statements.

Silver Oaks Community Development District
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2023

Functions/Programs			Program Revenues	Net (Expenses)
				Revenues and Changes in Net Position
	Expenses	Operating Grants and Contributions		Governmental Activities
Governmental Activities				
General government	\$ (59,440)	\$ 59,440		\$ -
Interest and other charges	(1,125)	-		(1,125)
Total Governmental Activities	<u>\$ (60,565)</u>	<u>\$ 59,440</u>		<u>(1,125)</u>
Change in Net Position				(1,125)
Net Position - October 1, 2022				<u>(5,868)</u>
Net Position - September 30, 2023				<u><u>\$ (6,993)</u></u>

See accompanying notes to financial statements.

Silver Oaks Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 10,044	\$ -	\$ -	\$ 10,044
Due from developer	5,353	-	58,281	63,634
Total Assets	<u>\$ 15,397</u>	<u>\$ -</u>	<u>\$ 58,281</u>	<u>\$ 73,678</u>
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 9,397	\$ -	\$ 58,281	\$ 67,678
Retainage payable	-	-	8,651	8,651
Due to developer	6,000	6,993	118,877	131,870
Total Liabilities	<u>15,397</u>	<u>6,993</u>	<u>185,809</u>	<u>208,199</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	<u>342</u>	<u>-</u>	<u>-</u>	<u>342</u>
FUND BALANCES				
Unassigned	<u>(342)</u>	<u>(6,993)</u>	<u>(127,528)</u>	<u>(134,863)</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 15,397</u>	<u>\$ -</u>	<u>\$ 58,281</u>	<u>\$ 73,678</u>

See accompanying notes to financial statements.

Silver Oaks Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2023

Total Governmental Fund Balances	\$ (134,863)
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, construction in progress, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	127,528
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>342</u>
Net Position of Governmental Activities	<u><u>\$ (6,993)</u></u>

See accompanying notes to financial statements.

Silver Oaks Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Fiscal Year Ended September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Developer contributions	\$ 59,381	\$ -	\$ -	\$ 59,381
Expenditures				
Current				
General government	59,440	-	-	59,440
Capital outlay	-	-	127,100	127,100
Debt service				
Other	-	1,125	-	1,125
Total Expenditures	59,440	1,125	127,100	187,665
Net change in fund balances	(59)	(1,125)	(127,100)	(128,284)
Fund Balances - October 1, 2022	(283)	(5,868)	(428)	(6,579)
Fund Balances - September 30, 2023	\$ (342)	\$ (6,993)	\$ (127,528)	\$ (134,863)

See accompanying notes to financial statements.

Silver Oaks 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, 2023

Net Change in Fund Balances - Total Governmental Funds	\$ (128,284)
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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 in the current year.	127,100
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Unavailable revenues are recognized as deferred inflows of resources at the fund level. This is the amount of the current year change.	<div style="border-top: 1px solid black; display: inline-block;">59</div>
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Change in Net Position of Governmental Activities	<div style="border-top: 1px solid black; border-bottom: 3px double black; display: inline-block;">\$ (1,125)</div>
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See accompanying notes to financial statements.

Silver Oaks Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Fiscal Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Developer contributions	<u>\$ 100,690</u>	<u>\$ 100,690</u>	<u>\$ 59,381</u>	<u>\$ (41,309)</u>
Expenditures				
Current				
General government	<u>100,690</u>	<u>100,690</u>	<u>59,440</u>	<u>41,250</u>
Net Change in Fund Balances	-	-	(59)	(59)
Fund Balances - October 1, 2022	<u>-</u>	<u>-</u>	<u>(283)</u>	<u>(283)</u>
Fund Balances - September 30, 2023	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (342)</u></u>	<u><u>\$ (342)</u></u>

See accompanying notes to financial statements.

Silver Oaks Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

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 13, 2021, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance 21-036 of the Board of County Commissioners of St. Lucie County, 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 Silver Oaks Community Development District. The District is governed by a five member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Silver Oaks 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

Silver Oaks Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

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 supported by 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.

Silver Oaks Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

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 according to 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.

Silver Oaks Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

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.

Silver Oaks Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

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 the certain preliminary costs associated with the issuance of new debt.

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 land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer 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.

Silver Oaks Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

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 construction in progress, 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.

c. Budgets

Budgets are prepared and adopted after public hearings 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.

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 time 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.

Silver Oaks Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

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, 2023, the District's bank balance was \$64,188 and the carrying value were \$10,044. 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.

As of September 30, 2023, the District did not have investments.

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. The District has no investment policy that would further limit its investment choices.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund.

The types of deposits and their level of risk exposure as of September 30, 2023 were typical.

Silver Oaks Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE C – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Balance October 1, 2022	Additions	Deletions	Balance September 30, 2023
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Construction in progress	\$ 428	\$ 127,100	\$ -	\$ 127,528

NOTE D – RELATED PARTY TRANSACTIONS

All voting members of the Board of Supervisors are affiliated with the Developer. The District received \$59,440 in contributions from the Developer for the year ended September 30, 2023. Additionally, the District has a balance due to the Developer of \$131,870 and a balance due from the Developer of \$63,634 for the year ended September 30, 2023.

NOTE E – 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 F – 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.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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Fort Pierce, Florida 34950

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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
Silver Oaks Community Development District
St. Lucie County, 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 Silver Oaks Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated June 21, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Silver Oaks 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 Silver Oaks Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Silver Oaks 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
Silver Oaks Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Silver Oaks 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

June 21, 2024



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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MANAGEMENT LETTER

To the Board of Supervisors
Silver Oaks Community Development District
St. Lucie County, Florida

Report on the Financial Statements

We have audited the financial statements of the Silver Oaks Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated June 21, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; 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 Reporting Requirements

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 June 21, 2024, 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.

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 Silver Oaks 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 Silver Oaks Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

To the Board of Supervisors
Silver Oaks Community Development District

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, 2023 for the Silver Oaks Community Development District. It is management's responsibility to monitor the Silver Oaks 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 provided below was provided by management and has not been audited; 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)6, Rules of the Auditor General, the Silver Oaks 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 to whom nonemployee compensation was paid in the last month of the District's fiscal year: 1
- 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: \$109,396
- 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, 2022, together with the total expenditures for such project: None
- 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 budget was not amended.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Silver Oaks Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District. The District was funded by developer contributions in the current year.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$0.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds. \$0 as of September 30, 2023.



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

To the Board of Supervisors
Silver Oaks Community Development District

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 abuse, that have occurred, or are likely to have occurred, that have 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 noted no 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

June 21, 2024

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

6A

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2023;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT;

1. The Audited Annual Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and
2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 15th day of August, 2024.

ATTEST:

SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

7

Memorandum

To: Board of Supervisors

From: District Management

Date: August 15, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

SILVER OAKS 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: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent 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 and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

8

Silver Oaks Outdoor Solar Lighting Service Agreement

This Outdoor Solar Lighting Service Agreement (the “**Agreement**”), is made and entered into as of MON 13th, 2024 (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (the “**Company**”), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**”), whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

WHEREAS, Company is in the business of constructing, maintaining, leasing and operating Street Lights (as defined below) to residential communities and projects; and

WHEREAS, Customer is a local unit of special purpose government under Chapter 190, Florida Statutes that performs certain administrative and operational functions pertaining to streets, roads, common and drainage facilities, and other infrastructure located within the development known as “Silver Oaks” located in St. Lucie County, Florida (the “**Community**”); and

WHEREAS, Customer and Company wish to enter into a lease of certain outdoor solar street lighting equipment for use in portions of the Community, as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. **Street Light Services.** Company agrees to provide solar street lights and solar street lighting services to Customer, and Customer agrees to engage Company, to provide installation and lighting services in accordance with this Agreement with respect to the following outdoor solar lighting equipment and systems: **Seventy Five (75) LED Solar Street Lights**, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and any single unit of which shall be referred to individually as a “**Street Light**”). Company shall provide such installation and lighting services for the Street Lights in accordance with this Agreement and the Approved Plans (as defined in Section 5 below) and also according to design, installation and construction plans and specifications prepared by Company and approved by Customer (the “**Installation Plans**”).

2. **Term of Agreement; Installation.**

a. **Term.** The term of this Agreement shall commence on the Effective Date, and shall expire, unless sooner terminated as provided in this Agreement, twenty (20) years after the Effective Date (the “**Term**”). The Term is subject to renewal during the first Renewal Term, and Second Renewal Term if they come into existence, as provided below.

b. **Installation Site; License.** The Street Lights shall be installed upon portions of the Community as described on **Exhibit “A”** attached hereto and incorporated herein

by this reference (the “**Installation Site**”), according to the Installation Plans and Approved Plans. Upon satisfaction of the Conditions (as provided in Section 4 below) and upon receipt of written notice from Customer that staking of the Installation Site by the Customer or its agent is complete, Company will promptly begin installation of the Street Lights on the Installation Site and complete installation with reasonable care and diligence subject to Force Majeure (defined herein). As a condition precedent to Company’s installation of the Street Lights, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer’s expense, in accordance with the Installation Plans. Customer shall notify Company in writing when such staking is complete. During the Term of the Agreement, Customer shall grant Company and Company’s agents, employees, contractors and assignees an irrevocable, non-exclusive license running with the Installation Site (the “**License**”) for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company’s obligations and enforcing all of Company’s rights set forth in this Agreement. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the “**License Term**”). During the License Term, Customer shall use commercially reasonable efforts to ensure that Company’s rights under the License and Company’s access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The grant of the License shall survive termination of this Agreement by either party for the duration of the License Term.

c. Agreement Year. For purposes of this Agreement, the term “**Agreement Year**” shall mean successive periods of twelve (12) consecutive months, beginning on the Effective Date, throughout the Term and any Renewal Terms that come into existence.

d. Renewal Terms. The term of this Agreement shall automatically renew on the same terms, conditions and provisions, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty (60) months each (each being referred to as a “**Renewal Term**” and collectively, the “**Renewal Terms**”) unless either Company or Customer gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the Term, or any subsequent Renewal Term. The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Agreement as the “**Term**.” At the sole option of Company and upon at least sixty (60) days prior written notice to Customer, no Renewal Term shall come into existence if an uncured Event of Default (as defined below) has occurred on the part of Customer and is then continuing under this Agreement.

3. **Monthly Service Fees; Escalations**. During the Term, Customer shall pay Company monthly service fees for the provision of street lighting by the Street Lights, in advance, as follows. Until the Service Fee escalation provided under subsection (a) below occurs, the Service Fee payable in each month of the Term shall be Fifty Dollars (\$50.00) for each installed and mechanically operational Street Light per month, together with all applicable sales, excise, rental, and use taxes and other Taxes (hereinafter defined) (collectively, the “**Service Fee**”). Regardless of the fact the Term of this Agreement commences on the Effective Date, no Service

Fee shall be payable until a Street Light has been installed and is mechanically operational. Service Fee payable with respect to any Street Light that is installed and mechanically operational for a period of less than an entire month shall be prorated based on the number of days in the month that the Street Light is installed and mechanically operational, in proportion to the total number of days in the month.

a. Service Fee Increases. Effective as of the anniversary of the Effective Date in each Agreement Year of the Term following the first Agreement Year, and each Renewal Term that comes into existence, Company shall have the right to review the Service Fee paid under this Agreement and increase it based on the percentage increase of the Price Index (hereafter defined) over the previous Agreement Year. In making the calculation, Company shall compare the level of the Price Index as of the second month prior to the then-current Agreement Year to the level as of the second month prior to the previous Agreement Year to determine the rate of increase. The Service Fee shall never decrease by reason of the foregoing calculation. The term "**Price Index**" means the Consumer Price Index for "All Urban Consumers" published by the Bureau of Labor Statistics of the United States Department of Labor for the "South Region," and "All Items," (1982- 84 = 100) or any successor or substitute index, appropriately adjusted.

b. Payment Coupon Books. For the convenience of Customer only, Company may invoice Customer for an entire Agreement Year by issuance of a coupon book for monthly payments. In such event, the coupons shall state (i) the Service Fee due, (ii) any additional charges incurred by Customer under this Agreement (if any), and (iii) the total amount due from Customer. Customer's obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Company to issue a coupon book or any other invoice, or any inaccuracy in any coupon book or invoice if issued. Company shall have the right to update and issue to Customer updated coupon book(s) for monthly payments from time to time during any Agreement Year.

c. Payment Dates for Service Fee. Service Fee shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Agreement Year of the Term. Notwithstanding the foregoing, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Customer agrees that the covenant to pay Service Fee and all other sums under this Agreement is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Agreement.

d. Service Fee Delinquencies. Any Service Fee payable by Customer to Company under this Agreement which is not paid within fifteen (15) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, and (ii) if any payment shall remain overdue for more than fifteen (15) days, interest on all such unpaid sums (other than the late charge), at a per annum rate equal to the lesser of the highest rate permitted by law under Chapter 218, Florida Statutes or eighteen percent (18%) (the "**Maximum Interest Rate**"), all as additional Service Fees under this Agreement.

e. Security Deposit. As security for the payment and performance of this Agreement by Customer, Customer agrees to deposit with Company a cash sum equal to One Hundred Dollars (\$100.00) multiplied by the number of Street Lights to be installed under this Agreement ("**Security Deposit**"). Company shall be entitled to commingle the Security Deposit with its other funds. If an Event of Default (as defined below) shall occur, Company may, at its option, apply all or part of the Security Deposit to compensate Company for any loss, damage, or expense sustained by Company as a result of such default.

f. Taxes. If applicable, the Service Fee shall include all Taxes (as hereafter defined) assessed on the services or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3, "**Taxes**" means any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company's revenues due to the services performed pursuant to this Agreement, which shall be Company's responsibility. No additional reimbursement of Taxes for prior time periods shall be due from Customer to Company other than as included in the Service Fee set forth in the applicable coupon book or invoice, and any Taxes owed on the services which are not charged to Customer for prior periods shall be paid by the Customer in subsequent payments of the Service Fee pursuant to updated coupon book(s) and/or invoices provided by Company to Customer during the Term. Customer shall show Company as the owner of the Street Lights on all tax reports or returns, and deliver to Company a copy of each report or return and evidence of Customer's payment of Taxes upon written request from Company. Customer and Company intend for U.S. federal income tax purposes that this Agreement will be treated as a "service contract," pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and neither Customer nor Company shall take any position to the contrary unless required to do so pursuant to a "determination" within the meaning of Section 1313(a) of the Code.

4. **Conditions to Company Obligations.** Company's obligations under this Agreement are conditioned upon (a) Company receiving a copy of this Agreement, executed by an officer of Customer, together with a binding resolution of the Board of Supervisor of Customer, confirming that the Board of Directors of the Association has approved and ratified the execution of this Agreement and the President of the Association is authorized and empowered to execute this Agreement to bind the Association; (b) Company receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Agreement, including without limitation all such governmental permits and approvals as shall be necessary for installation, maintenance, repair and operation of the Street Lights upon the Installation Site (and Company shall diligently pursue all such licenses, permits and approvals); (c) Company's receipt of written confirmation from any party holding a mortgage, lien, or other encumbrance over the Installation Site, if any, that such party will recognize Company's rights under this Agreement for as long Company is not in default hereunder, and (d) Company having determined that all rights necessary, in Company's reasonable judgment, for the

construction, installation, maintenance, and operation of the Street Lights in the location described in this Agreement have been obtained, and (e) all representations and warranties of Customer set forth in Section 20 of this Agreement below are true, complete, and correct in all respects. The foregoing are collectively referred to herein as the “**Conditions.**” Company may, in its sole discretion, with the prior written consent of Customer, in its sole discretion, waive any of the Conditions. If Company determines that the Conditions cannot be satisfied without expense, consumption of time, or liability to Company, Company may terminate this Agreement upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Agreement.

5. **Approval of Approved Plans and Change Orders.** The Street Lights shall be designed, configured and installed pursuant to the Installation Plans and a final design sketch and installation plans and specifications prepared by Company and approved by Customer and the engineer of record employed by the Community (the “**EOR**”) prior to installation of any Street Lights (the “**Approved Plans**”), which approval by Customer and the EOR shall not be unreasonably withheld. Customer agrees to approve or disapprove the foregoing submittals, or any subsequent re-submittals by Company in response to a disapproval by Customer, in writing, within ten (10) business days after receipt, failing which such submittals shall be deemed approved. Customer agrees to cause the EOR to approve or disapprove the foregoing submittals on the same schedule as applicable to Customer. If Customer (and/or EOR) responds to any submittals with a disapproval, Customer (and/or EOR) shall include therewith written comments stating in reasonable detail the changes necessary to achieve the requested approval. Upon Customer’s and the EOR’s approval or deemed approval of the final design sketch, installation plans, and specifications for the Street Lights, either Customer or Company may request the other party to this Agreement and the EOR to enter into an amendment to this Agreement or other written agreement to adopt and formalize the Approved Plans, in which case both parties shall promptly cooperate to effectuate such amendment or other written agreement to formalize the Approved Plans and Customer shall cause EOR to sign such written amendment or agreement. Any change order requested by Customer after Customer’s initial approval of the Approved Plans shall be in writing and shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. Both Company and Customer must sign each change order for it to be effective, but the EOR shall not be required to sign each change order. If approved by Company, the Approved Plans shall be revised at Customer’s expense, and 100% of the cost of the change order shall be paid to Company by Customer in cash or check made payable to the Company in advance as a condition of any such change order.

6. **Damages During Construction.** Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss to Street Lights caused by windstorm, fire, flood, fallen trees vandalism, vehicular accident, or other cause not the result of any action or omission of Company shall be restored or repaired by Company at the expense of Customer.

7. **Customer Information and Preparation; Indemnification.** If applicable and requested by Company, and prior to the commencement of any work by Company at the Installation Site, Customer shall provide to Company a map/sketch ("**Underground Facilities Map**") depicting the location of all underground facilities or equipment, including, but not limited to sanitary and storm water facilities, potable and irrigation water pipes and wells, septic tanks, swimming pool equipment, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, storm drainage systems, and any other buried underground facilities or equipment (collectively, "**Underground Facilities**") at the Installation Site. Customer shall be responsible for any and all cost or liability for damage to Underground Facilities caused by Company to the extent such Underground Facilities were not identified, or incorrectly identified, on the Underground Facilities Map, except for any costs, liabilities, claims, losses and damages arising out of Company's own negligence. Except for those claims, losses and damages arising out of Company's negligence, and subject to the limitations under Section 768.28, Florida Statutes, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of Customer's failure to properly identify Underground Facilities. The term "damages" includes, but is not limited to, damage to the property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Agreement, the "Company" shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

8. **Environmental Attributes and Environmental Incentives.** Company is and shall be the owner of all Environmental Attributes and Environmental Incentives (as defined below) and is entitled to the benefit of all tax credits and benefits attributable to the Company's ownership and operation of the Street Lights ("**Tax Credits**"), and Customer's rights to services in connection with the Street Lights under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company (at no expense or liability to Customer) in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company. "**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, including any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants. Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, and similar matters. "**Environmental Incentives**" means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from any utility or other regulated entity or any Governmental Authority.

9. **Non-Standard Service Charges.** Customer shall pay all costs associated with any additional Company facilities and services that are not included in the Approved Plans and are

thereafter requested in writing by Customer, including, but not limited to: installation of protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations requested by Customer to the extent not included in the Approved Plans. Company will bill Customer the actual cost of such non-standard facilities and services as incurred and Customer shall pay such billed costs with the next installment of monthly Service Fee due from Customer.

10. Maintenance and Repairs; No Alterations. Customer shall be responsible for regular cleaning of the solar panels on each Street Light, at Customer's expense, according to industry standard best practices for cleaning. Company shall perform all other maintenance and repairs to the Street Lights and related equipment. If, after installation by Company and during the Term of this Agreement, a Street Light is or becomes defective, Company shall promptly (and in no event later than fifteen (15) business days after written notice by Customer) repair the defect or replace the Street Light with a new Street Light that is not defective. Notwithstanding the foregoing, however, if Company commences the repair or replacement of the Street Light within such fifteen (15) business day period, but is unable to complete the repair or replacement within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall exercise diligent efforts to complete such repair or replacement no later than one hundred eighty (180) days after written notice by Customer. Further notwithstanding the foregoing, for so long as there is a declared state of emergency or natural disaster, if Company is unable to complete the work within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall continue to prosecute the repair or replacement to completion in the exercise of diligent efforts and completes such repair or replacement no later than three hundred sixty-five (365) days after written notice by Customer. The failure of Company to timely repair a defective Street Light shall not constitute an Event of Default under this Agreement and Customer's sole remedy for the failure of Company to repair a defective Street Light is set forth in Section 12 of this Agreement. Notwithstanding the foregoing, if any Street Light is destroyed, damaged, suffers a casualty, or requires repairs as the result of any act or omission of Customer, or its employees, agents, contractors, subcontractors, invitees, or any owner, tenant, or occupant of a lot or parcel in the Community of which the Installation Site is a part (or their invitees), Company shall be entitled to repair or replace the same, and the cost of any such repairs or replacements shall be paid or reimbursed to Company by Customer within fifteen (15) business days after written demand by Company. Without limiting Company's maintenance and repair obligations described in this Agreement, Company does not guaranty or warranty 100% reliability of the Street Lights at all times, or continuous lighting within the Street Light system, and except to the extent caused in connection with Company's negligence, willful actions or a breach of this Agreement, Company will not be liable to any person or entity for damages related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or Street Lights. In no event, however, shall Company be liable for special, incidental, consequential, or punitive damages. Except as otherwise provided herein with respect to routine cleaning of solar panels on the Street Lights, Customer shall not make any alterations or repairs to the Street Lights without Company's prior written consent, in Company's sole discretion, and any damage or loss to the Street Lights caused by any unauthorized alterations shall be the sole responsibility of Customer. In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Street Lights or

tend to create an unsafe or dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph. Company may, at any time, substitute any component of the Street Lights installed hereunder with a component of at least equal capacity and efficiency by a manufacturer or supplier of Company's choice. Company reserves the right to interrupt service to any of the Street Lights at any time in connection with any necessary maintenance or repairs for which Company is responsible. **EXCEPT AS SET FORTH IN THIS SECTION 10, COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STREET LIGHTS, THE STREET LIGHT INSTALLATION DESIGN, AND THE INSTALLATION OF THE STREET LIGHTS THEMSELVES, AND HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

11. **Insolation.** Customer understands that unobstructed access to sunlight ("Insolation") is essential for the proper performance of the Street Lights and a material term of this Agreement. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Street Lights' Insolation (by tree trimming, landscape installation, construction of improvements, or otherwise). If Customer becomes aware of any activity or condition that could diminish the Insolation to the Street Lights, Customer shall notify Company immediately and shall cooperate with Company in preserving the Street Lights' existing Insolation levels.

12. **Outage Notification; Vandalism.** Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly in writing (including via e-mail) of any Street Light malfunctions and outages ("**Outage Notification**"). Company shall have thirty (30) calendar days after receiving an Outage Notification to investigate any Street Light that is non-operational. If Company is unable to remedy the issue with respect to any non-operational Street Light within such thirty (30) calendar day period, Section 10 of this Agreement shall apply to the repair or replacement of such Street Light. If Company is unable to fix the applicable Street Light within the thirty (30) calendar day period after receiving the Outage Notification, no Service Fee must be paid by Customer with respect to such Street Light for the applicable month following the expiration of the thirty (30) day period and for each subsequent month until Company has resolved the issue and the applicable Street Light becomes operational. Costs incurred in connection with fixing a non-operational Street Light shall be borne by Company, except that Customer shall be responsible for the cost incurred to repair or replace any Street Lights that have been damaged as a result of vandalism. Company shall not be required to make such repair or replacement prior to payment by Customer for such damage. At Customer's expense and upon written request of Customer, and at Company's discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism. For avoidance of doubt, if one or more Street Lights malfunctions, experiences an outage, is defective and/or is not operational, such failure of Street Lights to operate shall not be an Event of Default under this Agreement so long as Company is otherwise in compliance with this Agreement, including this Section 12.

13. **Vegetation Control.** Customer agrees to perform clearing, stump grubbing, tree trimming and other vegetation control using qualified personnel, at Customer's sole expense, to

allow installation and operation of the Street Lights, including any vegetation that obstructs drainage for the Street Lights.

14. **Ownership of Street Lights.** The Street Lights shall remain Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture to the Installation Site.

15. **Insurance.** Customer shall maintain public liability insurance covering any injury or damage to the Street Lights, persons, or property, including death of persons, resulting, directly or indirectly, from the negligent or intentionally wrongful conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts and through companies satisfactory to Company. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

16. **Assignment and Financing.**

a. **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Agreement, and all right, title and interest of Company in and to the Street Lights, and all Service Fee and other sums due or to become due under this Agreement. Upon assignment by Company, Customer may require Company to supply documentation showing that such assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Company under this Agreement. Customer may assign or transfer this Agreement only with Company's prior written consent, which consent may be withheld, conditioned or delayed in Company's sole discretion. In the event of an assignment to which Company consents, the approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.

b. **Financing.** The parties acknowledge that Company may obtain short or long-term financing or other credit support from banks or other financing parties ("**Company's Financing Parties**"), which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to this Agreement. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by Company's Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Agreement or the level of services provided under this Agreement, or result in any additional expense or liability to Customer.

c. Successor Servicing. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company's Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Agreement.

17. **Default.** Each of the following shall constitute an "**Event of Default**" under this Agreement:

a. Service Fee. Customer's failure to pay the Service Fee or any other sum when due from time to time under this Agreement, if such failure to pay continues for a period of fifteen (15) days from the date when due under this Agreement.

b. Other Default. A breach of, or failure to perform, any other covenant or obligation under this Agreement, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party's rights under this Agreement are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days;

c. Removal of Street Lights, Etc. Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site;

d. Bankruptcy, Reorganization, Etc. The filing of a petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property; the filing of a petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer.

18. **Remedies.** If an Event of Default occurs, the affected party, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Without limiting the foregoing, in the Event of Default by Customer, and subject to all notice and cure requirements set forth in this Agreement, Company may elect to terminate this Agreement by giving Customer at least thirty (30) days prior written notice of its election to do so, in which event the Term shall end thirty (30)

days after the date of such written notice, and all right, title and interest of Customer hereunder shall terminate at the end of such Term, provided, however, that Customer will remain liable for all Service Fees and other sums and charges due hereunder through the end of the Term and all actual damages incurred by Company resulting from Customer's default (excluding special, incidental, consequential, or punitive damages), all such Service Fees and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Agreement, plus five percent (5%). Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights. In an Event of Default, Company may enter upon the Installation Site to take possession of and remove the Street Lights prior to the Removal Date (as defined below), and to store or dispose of the same as Company sees fit. Such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion. All Street Lights removed from the Installation Site by Company due to an Event of Default by Customer shall be handled and removed by Company at the cost and expense of Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, excluding any mounting pads or foundations and Company otherwise shall leave the Installation Site in reasonable restored and clean condition. Customer shall pay Company for all reasonable expenses actually incurred by Company in such removal of the Street Lights for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Agreement for the account of Customer and may enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such Event of Default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default (excluding any cost or expenses related to Company's negligence or misconduct). Any such expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

19. **Disposition of Street Lights at Expiration or Termination of Agreement.** Upon the expiration or earlier termination of this Agreement, Company shall have the right to remove the Street Lights, but in no event later than ninety (90) days after the expiration or termination of the Agreement ("**Removal Date**"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonable restored and clean condition. In such event, Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Agreement.

20. **Representations, Warranties, and Covenants.** Each party represents and warrants to the other the following as of the Effective Date: (a) such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution,

delivery and performance by such party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and (c) this Agreement is valid obligation of such party, enforceable against such party in accordance with its terms. Further, Customer represents and warrants to Company that (i) neither the execution and delivery of this Agreement by Customer, nor the performance by Customer of any of its obligations under this Agreement, conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound, and (ii) to the extent the Service Fee exceeds ten percent (10%) of the total annual budget of the Association pursuant to Fla. Stat. Sect. 720.3055, Customer either (A) has complied with all competitive bidding requirements applicable to the execution, delivery and performance of this Agreement by Association under Fla. Stat. Sect. 720.3055(1), or (B) is exempt from such competitive bidding requirements by reason of Fla. Stat. Sect. 720.3055(2)(c).

21. **Force Majeure.** Notwithstanding any of the foregoing provisions of this Agreement to the contrary, Company shall be entitled to an extension of the time to complete installation of the Street Lights equal to one day for each day Company is delayed in the progress of such work by events of Force Majeure. "**Force Majeure**" shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Company (financial inability excepted).

22. **Notices.** All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party).

23. **Attorneys' Fees and Costs.** If, as a result of any breach or default in the performance of any of the provisions of this Agreement, either party hereto retains the services of an attorney in order to secure compliance with such provisions or recover damages therefor, and litigation results, then in such event, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party herein reasonable court costs and attorneys' and paralegal assistants' fees for both trial, appellate, bankruptcy, reorganization, and other similar proceedings under state or federal law.

24. **General.** No delay or failure by Customer or Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties

and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

25. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE OTHER PARTIES IN ENTERING INTO THIS AGREEMENT AND THAT SUCH PARTY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

26. **Applicable Law; Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action or proceeding brought by either party to this Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

27. **True Lease Instrument; Street Lights Not Fixtures.** Solely for purposes of the Florida Uniform Commercial Code ("UCC"), Customer and Company intend that this Agreement constitutes a "true lease" under the UCC and not a Disguised Security Interest (as defined below). Company has and shall have title to the Street Lights at all times. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its interest under this Agreement, solely as "lessee" (as such term is used in the UCC), and subject to all the terms and conditions of this Agreement. "**Disguised Security Interest**" means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights. Company and Customer agree that the Street Lights are not and shall not become fixtures to the real property upon which they are installed, but are and shall remain personal property.

28. **Recordation.** This Agreement shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Agreement, a Memorandum of Agreement in the form attached as **Exhibit "B"** and a precautionary UCC-1 Financing Statement in the form attached as **Exhibit "B-1."** Such Memorandum of Agreement and Financing Statement shall be recorded or filed, as appropriate, by Company at its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

29. **Public Records.** As required under Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by the Customer in order to perform the service, (b) upon request from the Customer's custodian of public records, provide the Customer with a

copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the company does not transfer the records to Customer, (d) meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of the Company upon termination of this Agreement and 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 Customer in a format that is compatible with the information technology systems of the Customer.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-571-0010, OR BY EMAIL AT suitk@whhassociates.com OR BY REGULAR MAIL AT 2300 Glades Rd, Suite 410W, Boca Raton, FL 33431.

30. **Florida Sales Tax.** Notwithstanding any provision of this Agreement to the contrary, Company and Customer acknowledge and agree that Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax on the Service Fee or other sums when due under this Agreement.

31. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company represents that, in entering into this Agreement, the Company has not been designated as a "scrutinized company" under the statute and, in the event that the Company is designated as a "scrutinized company", the Company shall immediately notify the Customer whereupon this Agreement may be terminated by the Customer.

32. **Public Facilities.** Company and Customer acknowledge and agree that the Street Lights will be located in public right of ways and shall be available for the general public as required by the Customer's bond covenants for the public tax-exempt bonds issued by Customer.

33. **Easement.** Customer shall execute and grant to Company the Easement in the form attached as **Exhibit "C,"** covering the Installation Site. After Easement is granted to Company, Company shall record the Easement in the public records of the county in which the Installation Site is located. Such Easement provides by its terms for termination simultaneously with expiration of termination of the Agreement.

34. **Inspector General.** The Company agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

35. **E-Verification.** Company agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the "**Act**"), for as long as Company has any obligations under

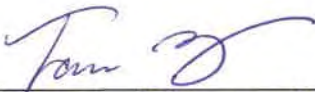
this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Company on or after January 1, 2021. If the Customer has a good faith belief that the Company has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, that the following conditions have been met: (i) Customer shall have previously delivered written notice to Company and (ii) within thirty (30) days from the receipt of such written notice, either (x) Company shall have failed to provide reasonable evidence to Customer of Company's compliance with the Act, or (y) Company shall have failed to cure the alleged non-compliance specified in Customer's written notice. In the event that Company commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Company shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

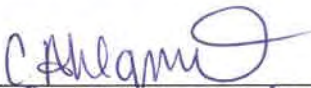
[Executions by the parties follow immediately on next page]

[Signature Page for Company]

Signed, sealed and delivered
in the presence of:


WITNESSES:

Sign: 
Print: Town Zamrock

Sign: 
Print: Cassandra Angerm

“COMPANY”

GIG FIBER, LLC,
a Delaware limited liability company


Name: John M. Ryan
Its: Manager

SIGNATURE PAGE TO SOLAR OUTDOOR LIGHTING SERVICE AGREEMENT

[Signature Page for Customer]

"CUSTOMER"

**SILVER OAKS COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government

Sign: Cindy Carbone
Print: Cindy Carbone
Sign: [Signature]
Print: Andrew Katarzhi

[Signature]
Name: William Lutz
Its: vice chair

EXHIBIT “A”

Description of Installation Site

EXHIBIT "B"

PREPARED BY AND AFTER RECORDING
RETURN TO:

_____[Space Above This Line for Recording Information]_____

MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT

THIS MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT ("**Memorandum**"), executed this 13th day of May 2024, by and between **GIG FIBER, LLC**, a Delaware limited liability company (the "**Company**"), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, Florida 33607 and **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the "**Customer**"), whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

WITNESSETH:

WHEREAS, Customer entered into a certain Outdoor Solar Lighting Service Agreement (the "**Agreement**"), dated and having an effective date as of May 13th, 2024 (the "**Effective Date**"), whereby Customer agreed to engage the Company to provide certain services and outdoor solar lighting equipment to be installed and located on real property located in St. Lucie County, Florida, initially capitalized terms used in this Memorandum having the meanings ascribed to those terms in the Agreement; and

WHEREAS, Company and Customer desire to enter into this Memorandum to memorialize in the Public Records of St. Lucie County, Florida, the rights and obligations of Company and Customer under the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Agreement, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Installation Site. Pursuant to the Agreement and subject to the terms and conditions set forth therein, Company agreed to install the Street Lights and provide solar street lighting services to Customer, and Customer agreed to engage the Company to install the Street Lights and provide lighting services with respect to the Street Lights. The Street Lights shall be installed by Company at portions of the real property set forth on **Exhibit "A"** attached hereto (the "**Installation Site**") in accordance with the Installation Plans and Approved Plans, all subject to

the terms and conditions set forth in the Agreement. Company claims no title to or ownership interest in the Installation Site.

2. Service Fees. The amount of the Service Fees and other consideration payable are set forth in the Agreement.

3. Term. Subject to the terms and conditions set forth in the Agreement, the term of the Agreement shall be for twenty (20) years beginning on the Effective Date, as defined in the Agreement (“**Term**”).

4. Renewal Terms. Company has given and granted to the Customer two (2) successive options to renew and extend the term of the Agreement for successive sixty (60) month periods (each, a “**Renewal Term**”), with the first such Renewal Term commencing immediately upon the expiration of the Term and the second such Renewal Term commencing immediately upon the expiration of the first Renewal Term, subject to the terms and conditions set forth in the Agreement.

5. Additional Terms. Company and Customer acknowledge and agree that, as of the date of this Memorandum, the Agreement is in full force and effect. The Agreement in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control.

6. Termination of Memorandum. This Memorandum shall automatically terminate upon expiration or termination of the Term of the Agreement, including any Renewal Term that comes into existence. In addition to the foregoing, Company shall reasonably and promptly cooperate with Customer to confirm such termination, including termination as a matter of the public records of the county in which this Memorandum is recorded.

7. Counterpart Execution. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

[Signatures and acknowledgments follow immediately on next page]

Signed, sealed and delivered in the presence of:

WITNESSES

Sign: Tawni Zamrock
Print: Tawni Zamrock

Sign: Cassandra Ahigim
Print: Cassandra Ahigim

"COMPANY"

GIG FIBER, LLC,
a Delaware limited liability company

By: John M. Ryan
Name: John M. Ryan
Its: Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of May, 2024 by means of [check applicable] ☒ physical presence, or ☐ online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is [check applicable] ☒ personally known to me, or ☐ produced a valid driver's license as identification.

Sign: Giorgio J. Bazzigaluppi
Print: GIORGIO J. BAZZIGALUPPI
Notary Public

(AFFIX NOTARY SEAL BELOW)



GIORGIO J. BAZZIGALUPPI
Commission # HH 397416
Expires May 11, 2027

[Signatures and acknowledgments for Customer]

WITNESSES

"CUSTOMER"

**SILVER OAKS COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government

Sign: Cindy Cerbone
Print: Cindy Cerbone
Sign: [Signature]
Print: Andrew Kantarzi

Sign: [Signature]
Print: William Fife

STATE OF FLORIDA
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of May, 2024 by means of [check applicable] ☒ physical presence, or ☐ online notarization, by William Fife, as the Vice Chair, of **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**. He/She is [check applicable] ☒ personally known to me, or ☐ produced a valid driver's license as identification.



Sign: Diane C Cerbone
Print: Diane C Cerbone
Notary Public

(AFFIX NOTARY SEAL BELOW)

EXHIBIT “A” to Memorandum

Description of Installation Site

EXHIBIT “B-1”

Precautionary UCC-1

Precautionary UCC-1

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON BONNIE DURNFORD
B. Email Address
C. SEND ACKNOWLEDGEMENT TO: Name BONNIE DURNFORD Address 2502 ROCKY POINT DRIVE, Address STE. 1050 City/State/Zip TAMPA, FL 33607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME GIG FIBER, LLC				
3.b INDIVIDUAL'S SURNAME LAWSON	FIRST PERSONAL NAME MICHAEL	ADDITIONAL NAME(S)/INITIAL(S) S		SUFFIX
3.c MAILING ADDRESS Line One 2502 ROCKY POINT DRIVE	This space not available.			
MAILING ADDRESS Line Two STE. 1050	CITY TAMPA, FL	STATE FL	POSTAL CODE 33607	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A" attached, including without limitation seventy five (75) LED solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

THIS IS A PRECAUTIONARY FINANCING STATEMENT FILING IN CONNECTION WITH AN EQUIPMENT LEASING TRANSACTION, AND IS NOT TO BE CONSTRUED AS INDICATING THAT THE TRANSACTION IS OTHER THAN A TRUE AGREEMENT. THE LESSOR UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 3 AS THE SECURED PARTY AND THE LESSEE UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 1 AS THE DEBTOR.

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐

AG LIEN

☐

NON-UCC FILING

☐

SELLER/BUYER

☐

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☒

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

Filed with the Clerk of Circuit Court, St. Lucie County, Florida

Instructions for State of Florida UCC Financing Statement Form (Form UCC-1)

- Please type or laser-print this form. Be sure it is completely legible. Read all instructions on form. Forms must be completed according to Florida state law.
- Fill in form very carefully. If you have questions, consult your attorney. Filing office cannot give legal advice.
- Processing fees are set by the Florida Legislature, are non-refundable, and are subject to change. To verify processing fees, contact FLORIDAUCC, LLC. at (850) 222-8526 or email help@floridaucc.com.
- Make checks payable to FLORIDAUCC, LLC. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate non-refundable processing fee to:

<u>1st Class Mail</u> FLORIDAUCC, LLC. PO Box 5588 Tallahassee, FL 32314	<u>Overnight Courier Service</u> FLORIDAUCC, LLC. 2002 Old St. Augustine Rd. Bldg. D Tallahassee, FL 32301
--	---
- The acknowledgement copy will be returned to the address indicated in block B.
- Do not insert anything in the open space in the upper right hand portion of this form; it is reserved for filing office use.
- If you need to use attachments, you are encouraged to use the State of Florida Uniform Commercial Code Financing Statement Form – Addendum and/or the State of Florida Uniform Commercial Code Financing Statement Form - Additional Party and/or the State of Florida Uniform Commercial Code Financing Statement Form – Additional Information.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON BONNIE DURNFORD
B. Email Address
C. SEND ACKNOWLEDGEMENT TO: Name BONNIE DURNFORD Address 2502 ROCKY POINT DRIVE, Address STE. 1050 City/State/Zip TAMPA, FL 33607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.c MAILING ADDRESS Line One		

3.a ORGANIZATION'S NAME
GIG FIBER, LLC
3.b INDIVIDUAL'S SURNAME
LAWSON

FIRST PERSONAL NAME
MICHAEL

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
S

MAILING ADDRESS Line Two
STE. 1050

CITY
TAMPA, FL

STATE
FL

POSTAL CODE
33607

COUNTRY
USA

4. This **FINANCING STATEMENT** covers the following collateral:

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A," including without limitation seventy five (75) LED solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

THIS IS A PRECAUTIONARY FINANCING STATEMENT FILING IN CONNECTION WITH AN EQUIPMENT LEASING TRANSACTION, AND IS NOT TO BE CONSTRUED AS INDICATING THAT THE TRANSACTION IS OTHER THAN A TRUE AGREEMENT. THE LESSOR UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 3 AS THE SECURED PARTY AND THE LESSEE UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 1 AS THE DEBTOR.

5. ALTERNATE DESIGNATION (if applicable)

LESSEE/LESSOR
AG LIEN

CONSIGNEE/CONSIGNOR
NON-UCC FILING

BAILEE/BAILOR
SELLER/BUYER

6. Florida **DOCUMENTARY STAMP TAX** – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☒ Florida Documentary Stamp Tax is not required.

7. **OPTIONAL FILER REFERENCE DATA**

Filed with the Florida Secured Transaction Registry

**Instructions for State of Florida UCC Financing
Statement Form (Form UCC-1)**

- Please type or laser-print this form. Be sure it is completely legible. Read all instructions on form. Forms must be completed according to Florida state law.
- Fill in form very carefully. If you have questions, consult your attorney. Filing office cannot give legal advice.
- Processing fees are set by the Florida Legislature, are non-refundable, and are subject to change. To verify processing fees, contact FLORIDAUCC, LLC. at (850) 222-8526 or email help@floridaucc.com.
- Make checks payable to FLORIDAUCC, LLC. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate
_____ non-refundable processing fee to: 1st Class Mail

Overnight

Courier Service

FLORIDAUCC, LLC.
PO Box 5588
Tallahassee, FL 32314

FLORIDAUCC, LLC.
2002 Old St. Augustine Rd. Bldg. D
Tallahassee, FL 32301

- The acknowledgement copy will be returned to the address indicated in block B.
- Do not insert anything in the open space in the upper right hand portion of this form; it is reserved for filing office use.
- If you need to use attachments, you are encouraged to use the State of Florida Uniform Commercial Code Financing Statement Form – Addendum and/or the State of Florida Uniform Commercial Code Financing Statement Form - Additional Party and/or the State of Florida Uniform Commercial Code Financing Statement Form – Additional Information.

EXHIBIT "C"

Easement

PREPARED BY AND AFTER RECORDING
RETURN TO:

STREET LIGHT EASEMENT

THIS STREET LIGHT EASEMENT (“**Easement**”) is granted this May 13th, 2024, by **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “**Grantor**”) to and for the benefit of **GIG FIBER, LLC**, a Delaware limited liability company (the “**Grantee**”), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant a non-exclusive easement to Grantee, the Grantor’s street lighting provider, to construct, operate, maintain, repair, remove, modify, or replace solar powered street lights and appurtenant structures, together with the right of ingress and egress over, across, on, above, and/or below ground level of the lands of the Grantor in St. Lucie County, Florida, legally described as follows (the “**Property**”):

LANDS DESCRIBED IN EXHIBIT “A” ATTACHED HERETO

The foregoing easement shall be for a term equal to the term of that certain Outdoor Solar Lighting Service Agreement, dated of even date herewith (“**Service Agreement**”), as evidenced by that the certain Memorandum of Solar Lighting Service Agreement, recorded or to be recorded in the public records of the county in which this Easement is recorded, and shall terminate automatically on the date of expiration or termination thereof.

Grantor reserves the right to the full use and enjoyment of the Property for all lawful purposes that do not interfere with the rights conveyed to Grantee herein.

(This Easement was prepared without the benefit of a title search.)

[Signatures on Following Page.]

[Grantor Signature Page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:

WITNESSES

"GRANTOR"

**SILVER OAKS COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government

Sign: Cindy Cerbone
Print: Cindy Cerbone
Sign: [Signature]
Print: Andrew Kantarochi

By: [Signature]
Name: William Fife
Its: Vice Chair

STATE OF FLORIDA

COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 11/14th day of May, 2024 by means of [check applicable] ☒ physical presence, or ☐ online notarization, by William Fife, as Vice Chair, of _____ on behalf of the **SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT**. He/She is [check applicable] ☒ personally known to me, or ☐ produced a valid driver's license as identification.

Sign: Diane C. Cerbone
Print: Diane C. Cerbone
Notary Public

(AFFIX NOTARY SEAL BELOW)



[Grantee Signature Page]

IN WITNESS WHEREOF, and to signify its acceptance of the foregoing Easement, the Grantee has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:

WITNESSES

Sign: Tawni Zamrock
Print: Tawni Zamrock

Sign: Cassandra Ahlgren
Print: Cassandra Ahlgren

"GRANTEE"

GIG FIBER, LLC,
a Delaware limited liability company

By: John M. Ryan
Name: John M. Ryan
Its: Manager

STATE OF FLORIDA
COUNTY OF WILCOX

THE FOREGOING INSTRUMENT was acknowledged before me this 30th day of MAY, 2024 by means of [check applicable] ☒ physical presence, or ☐ online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is [check applicable] ☒ personally known to me, or ☐ produced a valid driver's license as identification.

Sign: Giorgio J. Bazzigaluppi
Print: Giorgio J. Bazzigaluppi
Notary Public

(AFFIX NOTARY SEAL BELOW)



GIORGIO J. BAZZIGALUPPI
Commission # HH 397416
Expires May 11, 2027

EXHIBIT "A" (to Easement)
Legal Description

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 10,928	\$ -	\$ -	\$ 10,928
Investments				
Reserve	-	673,275	-	673,275
Construction	-	-	1,249,120	1,249,120
Interest	-	1,169	-	1,169
Due from Landowner	4,399	-	-	4,399
Total assets	<u>\$ 15,327</u>	<u>\$ 674,444</u>	<u>\$ 1,249,120</u>	<u>\$ 1,938,891</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 9,331	\$ -	\$ -	\$ 9,331
Contracts payable	-	-	3,232,679	3,232,679
Retainage payable	-	-	432,836	432,836
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>15,331</u>	<u>-</u>	<u>3,665,515</u>	<u>3,680,846</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	4,399	-	-	4,399
Total deferred inflows of resources	<u>4,399</u>	<u>-</u>	<u>-</u>	<u>4,399</u>
Fund balances:				
Restricted for:				
Debt service	-	674,444	-	674,444
Capital projects	-	-	(2,416,395)	(2,416,395)
Unassigned	(4,403)	-	-	(4,403)
Total fund balances	<u>(4,403)</u>	<u>674,444</u>	<u>(2,416,395)</u>	<u>(1,746,354)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 15,327</u>	<u>\$ 674,444</u>	<u>\$ 1,249,120</u>	<u>\$ 1,938,891</u>

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 4,940	\$ 50,592	\$ 345,625	15%
Total revenues	<u>4,940</u>	<u>50,592</u>	<u>345,625</u>	15%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	-	4,759	25,000	19%
Engineering	-	1,000	5,000	20%
Audit	-	3,150	4,075	77%
Arbitrage rebate calculation ¹	-	-	750	0%
Dissemination agent ²	83	417	1,000	42%
Trustee ³	-	-	5,500	0%
Telephone	16	150	200	75%
Postage	-	27	500	5%
Printing & binding	42	375	500	75%
Legal advertising	254	2,676	2,000	134%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	6,050	86%
Contingencies/bank charges	4	19	500	4%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,399</u>	<u>54,653</u>	<u>100,165</u>	55%
Field operations				
Field operations management	-	-	9,600	0%
Field operations accounting	-	-	2,500	0%
Wet ponds	-	-	8,000	0%
Wetland maintenance	-	-	7,100	0%
Upland maintenance	-	-	11,500	0%
Irrigation supply-wells	-	-	30,000	0%
Entryway maintenance	-	-	7,500	0%
Entryway electricity	-	-	3,500	0%
Landscape inspection	-	-	18,000	0%
Landscape maintenance	-	-	110,000	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	5,000	0%
Roadway maintenance	-	-	5,000	0%
Streetlighting	-	-	11,760	0%
Street tree-arbor care	-	-	10,000	0%
Contingencies	-	-	1,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>245,460</u>	0%
Total expenditures	<u>4,399</u>	<u>54,653</u>	<u>345,625</u>	16%

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Excess/(deficiency) of revenues over/(under) expenditures	541	(4,061)	-	
Fund balances - beginning	<u>(4,944)</u>	<u>(342)</u>	-	
Fund balances - ending	<u>\$ (4,403)</u>	<u>\$ (4,403)</u>	<u>\$ -</u>	

¹This expense will be realized the year after the issuance of bonds.

²This expense will be realized when bonds are issued

³These items will be realized when the CDD takes ownership of the related assets.

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2,826	\$ 10,866
Total revenues	<u>2,826</u>	<u>10,866</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	194,250
Interest	-	112,573
Total expenditures	<u>-</u>	<u>306,823</u>
Excess/(deficiency) of revenues over/(under) expenditures	2,826	(295,957)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,156,506
Underwriter's discount	-	(190,000)
Transfer in	-	12,243
Transfer out	-	(1,355)
Total other financing sources	<u>-</u>	<u>977,394</u>
Net change in fund balances	2,826	681,437
Fund balances - beginning	671,618	(6,993)
Fund balances - ending	<u>\$ 674,444</u>	<u>\$ 674,444</u>

**SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 9,044	\$ 81,349
Total revenues	<u>9,044</u>	<u>81,349</u>
EXPENDITURES		
Capital outlay	1,283,193	10,702,822
Total expenditures	<u>1,283,193</u>	<u>10,702,822</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,274,149)	(10,621,473)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	8,343,494
Transfer in	-	1,355
Transfer out	-	(12,243)
Total other financing sources/(uses)	<u>-</u>	<u>8,332,606</u>
Net change in fund balances	(1,274,149)	(2,288,867)
Fund balances - beginning	(1,142,246)	(127,528)
Fund balances - ending	<u><u>\$ (2,416,395)</u></u>	<u><u>\$ (2,416,395)</u></u>

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
SILVER OAKS
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Silver Oaks Community Development District held a Regular Meeting on April 18, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

Present at the meeting:

William Fife	Vice Chair
Jon Seifel	Assistant Secretary
Justin Frye	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 12:27 p.m. Supervisors Fife, Frye and Seifel were present. Supervisors Caputo and Smith were not present.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Kantarzhi stated that there were no members of the public present.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-09, Approving the Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Kantarzhi presented Resolution 2024-09. He reviewed the proposed Fiscal Year 2025 budget, noting that it is similar to the budget just presented at The Preserve at Savannah Lakes CDD (PASLCDD) meeting. Assessments will be off roll and a second bond issuance is not budgeted. The General Fund includes Field Operations.

Ms. Cerbone stated that the same approach will be taken as with the PASLCDD; Staff will work with Mr. Fife between meetings. Mr. Jim Harvey will advise if the Fiscal Year 2025 budget will include Landowner contributions and if spring assessments will be included.

The consensus was that lots will be platted and recorded in June or July 2024.

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, Resolution 2024-09, Approving the Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 15, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-10, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

Mr. Kantarzhi presented Resolution 2024-10.

The June meeting will be deleted from the Fiscal Year 2025 Meeting Schedule

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, Resolution 2024-10, Designating Dates, as amended, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Atmos Living Management Group, Facilities Management Agreement

Mr. Kantarzhi presented the Atmos Living Management Group, Facilities Management Agreement. The term will begin on October 1, 2024.

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, the Atmos Living Management Group, Facilities Management Agreement, was approved.

SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of February 29, 2024

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the
Unaudited Financial Statements as of February 29, 2024, were accepted.

SEVENTH ORDER OF BUSINESS

Approval of February 15, 2024 Regular
Meeting Minutes

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the
February 15, 2024 Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: Michael B. Schorah and Associates, Inc.

There were no reports from District Counsel or the District Engineer.

C. District Manager: Wrathell, Hunt and Associates, LLC

- NEXT MEETING DATE: May 16, 2024, immediately following Solaeris CDD and
Preserve at Savannah Lakes CDD Meetings at 11:15 AM, respectively

- QUORUM CHECK

The May 16, 2024 meeting will likely be cancelled and the next meeting will likely be
August 15, 2024 at 11:15 a.m. Mr. Kantarzhi will email information related to filing Form 1 and
the ethics continuing education requirement and options.

NINTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the
meeting adjourned at 12:31 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SILVER OAKS

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

SILVER OAKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023 <i>rescheduled to October 31, 2023</i>	Regular Meeting	11:15 AM*
October 31, 2023	Regular Meeting	11:00 AM
November 16, 2023 CANCELED	Regular Meeting	11:15 AM*
December 11, 2023	Public Hearing & Regular Meeting	11:00 AM
December 21, 2023 <i>rescheduled to December 11, 2023</i>	Regular Meeting	11:15 AM*
January 18, 2024 CANCELED	Regular Meeting	11:15 AM*
February 15, 2024	Regular Meeting	11:15 AM*
March 21, 2024 CANCELED	Regular Meeting	11:15 AM*
April 18, 2024	Regular Meeting	11:15 AM*
May 16, 2024 CANCELED	Regular Meeting	11:15 AM*
June 20, 2024 CANCELED	Regular Meeting	11:15 AM*
July 18, 2024 CANCELED	Regular Meeting	11:15 AM*
August 15, 2024	Regular Meeting	11:15 AM*
September 19, 2024	Regular Meeting	11:15 AM*
*Meetings will commence at 11:15 a.m., or immediately following the adjournment of the Solaeris Community Development District meetings		