

Silverleaf Community Development District

12051 Corporate Blvd., Orlando, FL 32817

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www.silverleafcdd.com

The meeting of the Board of Supervisors for the **Silverleaf Community Development District** will be held **Wednesday, May 12, 2021 at 1:00 p.m. located at 8141 Lakewood Main Street, Bradenton, FL 34202.** The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 792 560 599 #

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

General Business Matters

1. Appointment of Auditor Selection Committee
2. Consideration of the Minutes of the April 12, 2021 Board of Supervisors' Meeting
3. Consideration of Resolution 2021-06, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Hearing Date of August 11, 2021]
4. Review and Consideration of the Performance Driven Landscape Proposal
5. Review of ARDURRA Proposal, Wetland Mitigation Time Zero and Monitoring
6. Letter from Supervisor of Elections- Manatee County
7. Ratification of Payment Authorizations #130-132
8. Review of District Financial Statements *(under separate cover)*

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
 - Review of Maintenance Reports
- Audience Comments
- Supervisors Requests

Adjournment



**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Appointment of Auditor Selection Committee

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the April 12,
2021 Board of Supervisors' Meeting

MINUTES OF MEETING

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING MINUTES

Wednesday, April 14, 2021

1:00 p.m.

**8141 Lakewood Main Street,
Bradenton, FL 34202**

Board Members in attendance via conference call or in person:

Paul Gressin	Chairperson	
Dale Weidemiller	Vice Chairperson	
Joshua Holley	Assistant Secretary	(via phone)
Jonathan Decker	Assistant Secretary	
Larry Powell	Assistant Secretary	

Also present via conference call or in-person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC	
Venessa Ripoll	Assistant District Manager- PFM Group Consulting LLC	
	(via phone)	
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Kim Ashton	Vogler Ashton	(via phone)
Jeb Mulock	District Engineer- ZNS Engineering	(via phone)
John Leinaweaver	Neal Communities	(via phone)

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Carvalho called to order at 1:32 p.m. the meeting of the Board of Supervisors of the Silverleaf Community Development District and proceeded with roll call. The persons in attendance are outlined above.

Public Comment Period

There were no public comments at this time.

SECOND ORDER OF BUSINESS

General Business Matters

Consideration of the Minutes of the March 10, 2021 Board of Supervisors' Meeting

The Board reviewed the Minutes of the March 10, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Weidemiller, seconded by Mr. Decker, with all in favor, the Board approved the Minutes of the March 10, 2021 Board of Supervisors' Meeting.

Review and Consideration of the Performance Driven Landscape Proposal

Ms. Carvalho explained the District received this proposal for the Board's consideration. It pertains to areas that are the responsibility of the District.

Mr. Leinaweaver stated he did not receive the Performance Driven Landscape proposal. Ms. Carvalho explained the proposal came from the HOA Manager, and she had forwarded it to him, asking if it was a legitimate CDD expense. She asked if that was an accurate statement. Mr. Leinaweaver stated that is not accurate statement. . Neal Communities is in the process of working through next year's budget. He requested that this proposal be deferred.

Review and Consideration of the Mike Armstrong Landscaping, Inc Proposal

Mr. Leinaweaver requested this proposal be deferred

Ratification of Payment Authorizations #125-129

The Board reviewed Payment Authorizations #125-129.

On MOTION by Mr. Weidemiller, seconded by Mr. Powell, with all in favor, the Board ratified Payment Authorizations #125-129.

Review of District Financial Statements

The Board reviewed the District Financial Statements through March 31, 2021.

On MOTION by Mr. Weidemiller, seconded by Mr. Gressin, with all in favor, the Board accepted the District Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel-

No Report

District Engineer-

No Report

District Manager-

Ms. Carvalho noted the Maintenance Report is attached to the agenda, which outlines the areas that the Landscape company provides.

Ms. Carvalho noted the next meeting is scheduled for May 12, 2021, at 1:00 p.m. The District will initiate the Proposed Budget process at that meeting for Fiscal Year 2022 and set a public hearing for the final adoption of the Fiscal Year 2022 Budget to coincide with the August meeting.

Due to the delay with the meeting today, the District can have a conversation about having a different call-in number for the meeting in May. If it is delayed, Ms. Ripoll can start that meeting in Ms. Carvalho's absence or look at a different location for its meeting. The Board asked to have a different call-in number. Ms. Carvalho asked the Board, when they get to the meeting agenda to log into the number to initiate the meeting.

Audience Comments and Supervisor Requests

Mr. Gressin made a presentation to the Board and asked for his document to be entered into the minutes of the meeting. He read his report into the record and attached to this minutes are a copy of the document as an Exhibit.

Mr. Vogler stated at the last meeting he requested Mr. Gressin review the Engineer's Reports that identified the Capital Improvement Program that was approved by the District each time there was a Bond Issuance. Mr. Vogler asked Mr. Gressin if he read the Engineer's Reports. Mr. Gressin stated that is not in his statement because the information he was looking for was contained in the Easement and License Agreement for Maintenance of Private Improvements within Public Dedicated Tracts which he uncovered. The items covered in the plats moved over to the HOA, which explained what was going on and clarified his question. Mr. Vogler stated the Engineer's Reports guide the public improvements that are the responsibility of the CDD to maintain. The District can contract with a vendor like PDL or contract with the HOA to help perform and facilitate those scopes of work. He further explained the District needs to use its assessment authority and its budgeting process to raise funds necessary to pay those expenses and to pay those responsibilities of the District. These questions were raised at each of the past several meetings in which District staff has tried to answer to the best of their ability the questions. Mr. Vogler can't discern if it is Mr. Gressin's conclusion District budget is incorrect this year or that, in some way, the District is not properly managing its affairs. Mr. Gressin replied in the plats he reviewed it specifically says the responsibilities of the CDD which the HOA is now maintaining. He was looking for the document that transferred those responsibilities from the CDD to the HOA and they are in the document he just discussed. Mr. Weidemiller asked Mr. Gressin after seeing the document if he is comfortable with the division of responsibilities. Mr. Gressin confirmed he is comfortable and Mr. Vogler wrote the document he obtained. Mr. Vogler stated the District tries to document the Board's decisions as they are made from time to time.

Ms. Carvalho spoke with Ms. Lane, and they will ensure that ZNS Engineering and other providers are more specific in detail with their invoices when they are submitted for payment. Mr. Gressin stated he is not in any way inferring that anything has been done improperly, illegally, etc. When the District is asked to make a payment, he would like to know who triggered the event.

Mr. Mulock stated he is glad the District is having this discussion because he was puzzled by the request. He has no problem adding additional information to the descriptions on the invoices to ensure it is understood work performed for the District. He does not take any action until he has received a request from the Board directly or the Management Company who takes direction from the Board. Mr. Gressin acknowledged what he was doing was fine, but he wanted to know who requested him to take specific actions. The District has established a pathway going forward for the Board to be in the loop.

There were no audience comments.

FOURTH ORDER OF BUSINESS

Adjournment

There was no additional business to discuss. Ms. Carvalho requested a motion to adjourn.

On MOTION by Mr. Gressin, seconded by Mr. Decker, with all in favor, the April 14, 2021 Meeting of the Board of Supervisors of the Silverleaf Community Development District was adjourned at 1:48 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

All dates are approximate

After being appointed to the CDD Board in 2019 I began a quest to better understand the obligations of the CDD. I had been told by an attorney friend who sat on the Lakewood Ranch CDD that in general the HOA was responsible for interactions between owners and the CDD was responsible for the infrastructure of the development.

In May I voiced concerns that this was not the format that the Silverleaf CDD was following, that we were a more hands off organization. Over the next months I repeated my concerns and was told to review the Platts for Silverleaf which I did. The Platts indicated we were not following many of the obligations set forth therein. At this point in time the CDD decided to draw up a map showing the obligations as they existed. This map was both expensive and a failure, as admitted to by ZNS Engineering. It could not display in usable format all of the data necessary.

I then reviewed the HOA rules and regulations but found that they did not match the Platt Documents

I then reviewed the documents that founded the CDD and also found that they did not match what was occurring.

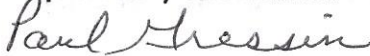
I then asked the CDD, the HOA, and all associated parties if there was something I had not uncovered and at the last CDD meeting in March was told I was wasting everyone's time; I felt they were wrong.

Between the March 2021 meeting and the April 2021 meeting of the CDD I asked for and obtained copies of all monthly meetings from May of 2019 to 2020. I read all minutes and found nothing that would be of help but did find that the minutes of the November 2019 meeting referred to an attachment that was not attached. I asked for an obtained the missing attachment.

It was the document I suspected had to exist, the link between what was in the Platts and how we operated. This document is known as "EASEMNET AND LICENSE AGREEMENT FOR MAINTENANCE OF PRIVATE IMPROVEMENTS WITHIN PUBLIC DEDICATED TRACTS. This document, effective the first day of June 2019 and formalized the 26th day of November 2019 will now be used as the guide for what the CDD will be paying for going forward and what the HOA will be paying for going forward.

In addition, I have required of PFM (Amanda Lane) that all requests for payment by the CDD be accompanied by information on who triggered the request for the work to be initially done, an example being that invoices from ZNS Engineering will be linked via email request or other documentation.

Respectfully submitted



Paul Gressin

Chairman Silverleaf CDD

April 14, 2021

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-06, Approving
a Preliminary Budget for Fiscal Year 2022 and
Setting a Public Hearing Date [Suggested
Hearing Date of August 11, 2021]

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (**“Board”**) of the Silverleaf Community Development District (**“District”**) prior to June 15, 2021, proposed budgets (**“Proposed Budget”**) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (**“Fiscal Year 2021/2022”**); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2021

HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.

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

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

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

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

PASSED AND ADOPTED THIS 12th DAY OF MAY, 2021.

ATTEST:

**SILVERLEAF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: FY 2021/2022 Proposed Budget

Silverleaf CDD
FY 2022 Proposed O&M Budget

	Year To Date			FY 2021	FY 2022
	Actual Through 03/31/2021	Anticipated Apr. - Sep.	Anticipated FY 2021 Total	Adopted Budget	Proposed Budget
<u>Revenues</u>					
On-Roll Assessments	\$ 141,121.34	\$ 31,335.26	\$ 172,456.60	\$ 206,948.00	\$ 206,948.00
Off-Roll Assessments	34,491.40	-	34,491.40	-	-
Other Income & Other Financing Sources	0.07	-	0.07	-	-
Carry Forward Revenue	154,991.66	-	154,991.66	30,000.00	180,092.63
Net Revenues	\$ 330,604.47	\$ 31,335.26	\$ 361,939.73	\$ 236,948.00	\$ 387,040.63
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Public Officials' Insurance	2,785.00	-	2,785.00	2,846.00	3,064.00
Trustee Services	8,289.48	5,060.52	13,350.00	6,500.00	13,350.00
Management	17,500.02	17,499.98	35,000.00	35,000.00	38,500.00
Engineering	7,235.00	7,235.00	14,470.00	5,000.00	15,000.00
Dissemination Agent	7,500.00	7,500.00	15,000.00	15,000.00	15,000.00
District Counsel	2,059.00	2,059.00	4,118.00	15,000.00	15,000.00
Assessment Administration	12,500.00	-	12,500.00	12,500.00	12,500.00
Reamortization Schedules	625.00	125.00	750.00	750.00	750.00
Audit	4,000.00	1,250.00	5,250.00	5,250.00	5,250.00
Postage & Shipping	100.26	100.26	200.52	200.00	200.00
Legal Advertising	638.82	638.82	1,277.64	1,000.00	1,500.00
Office Supplies	-	-	-	-	250.00
Miscellaneous	307.10	307.10	614.20	500.00	500.00
Web Site Maintenance	1,050.00	1,650.00	2,700.00	2,700.00	2,700.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Electric	327.67	327.67	655.34	2,500.00	1,000.00
Wetlands Maintenance Reserve	-	2,500.00	2,500.00	5,000.00	4,000.00
Wetlands Monitoring	-	6,500.00	6,500.00	13,000.00	11,000.00
70% to Stormwater	-	10,500.00	10,500.00	21,000.00	114,106.74
Lake Repair	-	2,205.00	2,205.00	4,410.00	4,410.00
General Insurance	3,404.00	-	3,404.00	3,479.00	3,744.00
General Repair & Maintenance	191.50	191.50	383.00	5,000.00	5,000.00
Irrigation	152.25	152.25	304.50	4,800.00	4,800.00
Lake Maintenance	-	10,680.00	10,680.00	21,360.00	21,360.00
Landscaping Maintenance & Material	10,832.45	10,832.45	21,664.90	27,978.00	27,978.00
Landscape Improvements	-	2,500.00	2,500.00	5,000.00	5,000.00
30% to Hardscape	180.00	180.00	360.00	9,000.00	48,902.89
Total General & Administrative Expenses	\$ 85,852.55	\$ 95,994.55	\$ 181,847.10	\$ 236,948.00	\$ 387,040.63
Total Expenses	\$ 85,852.55	\$ 95,994.55	\$ 181,847.10	\$ 236,948.00	\$ 387,040.63
Net Income (Loss)	\$ 244,751.92	\$ (64,659.29)	\$ 180,092.63	\$ -	\$ -

Silverleaf CDD
Proposed FY 2022
Debt Service Budgets

	Proposed Series 2014A-1 FY 2022 Budget	Proposed Series 2014A-2 FY 2022 Budget	Proposed Series 2018A-1 FY 2022 Budget	Proposed Series 2018A-2 FY 2022 Budget	Proposed Series 2019A-1 FY 2022 Budget	Proposed Series 2019A-2 FY 2022 Budget
REVENUES:						
Special Assessments	\$ 47,625.00	\$ 234,800.00	\$ 221,337.50	\$ 94,207.50	\$ 260,696.25	\$ 396,840.00
TOTAL REVENUES	<u>\$ 47,625.00</u>	<u>\$ 234,800.00</u>	<u>\$ 221,337.50</u>	<u>\$ 94,207.50</u>	<u>\$ 260,696.25</u>	<u>\$ 396,840.00</u>
EXPENDITURES:						
Interest 11/01/2021	\$ 15,875.00	\$ 66,993.75	\$ 62,418.75	\$ 26,550.00	\$ 72,255.00	\$ 112,840.00
Interest 05/01/2022	15,875.00	66,993.75	62,418.75	26,550.00	72,255.00	112,840.00
Principal 05/01/2022	-	35,000.00	35,000.00	15,000.00	45,000.00	60,000.00
TOTAL EXPENDITURES	<u>\$ 31,750.00</u>	<u>\$ 168,987.50</u>	<u>\$ 159,837.50</u>	<u>\$ 68,100.00</u>	<u>\$ 189,510.00</u>	<u>\$ 285,680.00</u>
EXCESS REVENUES	<u>\$ 15,875.00</u>	<u>\$ 65,812.50</u>	<u>\$ 61,500.00</u>	<u>\$ 26,107.50</u>	<u>\$ 71,186.25</u>	<u>\$ 111,160.00</u>
Interest 11/01/2022	\$ 15,875.00	\$ 65,812.50	\$ 61,500.00	\$ 26,107.50	\$ 71,186.25	\$ 111,160.00

Silverleaf CDD
Budget Item Descriptions
FY 2021 – 2022

Revenues

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as “On-Roll Assessments.”

Carryforward Revenue

Anticipated unused income from a prior year which is available as cash for the current year.

General & Administrative Expenses

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

Public Officials’ Insurance

Supervisors’ and Officers’ liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the district trust accounts.

Management

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

Engineering

The District’s engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the district throughout the year.

Silverleaf CDD

Budget Item Descriptions

FY 2021 – 2022

Dissemination Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Reamortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to, monthly meetings, special meetings, and public hearings for the District.

Miscellaneous

Other general & administrative expenses incurred throughout the year.

Web Site Maintenance

Website maintenance fee.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Silverleaf CDD
Budget Item Descriptions
FY 2021 – 2022

Electric

The District pays for electric meters used on District-owned roads.

Wetlands Maintenance Reserve

Reserve for wetlands maintenance.

Wetlands Monitoring

Monitoring wetlands owned by District.

70% to Stormwater

Expenses related to the effort to reduce runoff of rainwater into streets and lawns. Funds from the Carryforward Surplus are anticipated to be used towards this expense.

Lake Repair

Repair for lakes owned by District.

General Insurance

General liability insurance.

General Repair & Maintenance

Repair & maintenance of District equipment, plant, or property.

Irrigation

Expenses for irrigation services within the District.

Lake Maintenance

Maintenance of lakes owned by District.

Landscaping Maintenance & Material

Contracted landscaping within the boundaries of the District.

Landscape Improvements

Improvements in landscape above and beyond what is already contracted for property owned by District.

30% to Hardscape

Expenses related to the purchase or maintenance of hard, yet “movable,” parts of landscape, such gravel, paving, and stones. Funds from the Carryforward Surplus are anticipated to be used towards this expense.

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of the Performance
Driven Landscape Proposal



Exhibit B

**SILVERLEAF CDD
(Silverleaf Ave, including 301 and Old Tampa Rd monuments)**

	2021 - 2022 Pricing	
	<u>Monthly</u>	<u>Annually</u>
Monthly Landscape Maintenance	\$ 4,684.38	\$ 56,212.50
♦ Mowing (38 to 40 cuts per year)		
♦ Trimming (10 - 12 times per year)		
♦ Edging (Ornamental Beds-24/Hard Surfaces 40 times per year)		
♦ Weeding and Weed Control Spray (18 times per year)		
Monthly Irrigation Maintenance	\$ 450.00	\$ 5,400.00
♦ Irrigation Inspection (12 times per year)		
Monthly Lawn & Ornamental Pest Control & Fertilization	\$ 1,200.00	\$ 14,400.00
♦ Fertilization of Turf / Granular (4 times per year)		
♦ Fertilization of Turf / Liquid (3 times per year)		
♦ Fertilization of Shrubs and Palms (3 times per year)		
Total Common Area	\$ 6,334.38	\$ 76,012.50
Palm Tree Trimming	\$ 22.00	per tree
Cocoa Brown Mulch Installed	\$ 44.25	per yard
NOTE: Historically this has taken 100 yards		
Hourly rate for Irrigation repairs	\$ 55.00	per hour
Hourly rate for 2-wire diagnosis and repairs	\$ 75.00	per hour
Hourly rate for time and material jobs/general labor rate	\$ 45.00	per hour

_____ Initial Performance Driven Landscaping, Inc.

_____ Initial Neal Communities



**Performance Driven
LANDSCAPING
Silverleaf CDD**

GENERAL TERMS AND CONDITIONS

1. Description of work and Responsibilities of the Contractor

- a. The contractor shall perform all work in accordance with the specifications attached hereto as Exhibits A through E.
- b. Responsibilities of Owner: The owner shall provide Contractor full access to the property as may be required in the course of Contractor's work.
- c. The Owner shall protect Contractor and its employees in the performance of work under this contract from undue interference by unauthorized persons.

2. Acts of God

Work schedules may be interrupted by Acts of God, to the point scheduled activities may be temporarily halted in which event the following conditions shall apply

- a. Temporary interruption - Contractor shall, following temporary interruption outside of control of Contractor, re-schedule work to regain normal scheduled activity within three (3) calendar days.
- b. Catastrophic loss - This Agreement shall automatically terminate in the event of catastrophic loss of property by the Owner or through Acts of God.

3. Terms

- a. This Contract is effective as of the date signed by both parties and shall commence _____ for a period of two (2) years unless cancelled in accordance with the provisions of paragraph 5 below or this paragraph. Owner shall have the right to terminate this agreement upon thirty days advance written notice, in the event deficiency is not corrected in thirty (30) days.
- b. Contractor shall be entitled to be paid for all work performed to the date of termination on a pro-rated basis. Contractor shall have the right to terminate, upon written notice to Owner for failure of Owner to timely make the monthly payments required herein.

4. Renewal

The Owner shall have the option to renew this agreement for up to two (2) successive one (1) year periods upon Owners written notice of renewal provided at least forty-five (45) days prior to the end of any contract period. Renewals shall be subject to the same terms and conditions and as provided by either item a or b below of this agreement.

Payment by Owner to Contractor, for performance under this Agreement for any renewal period, may, at the request of the Contractor, be increased by an amount based on one (1) of the following methods:

- a. Increase in the consumer Price Index (Cf'I) during the previous twelve (12) months period or, at option of contractor,

- b. By proportionate amount of increase in Contractors costs as a result of changes in local, state or federal rules, ordinances, regulations, taxes, fees or other governmental charges assessed against Contractor (other than income or real property taxes) applicable to Contractors performance of services provided hereunder. In such case Contractor shall provide documentation of any such proportionate increase in Contractors costs in form acceptable to Owner.

5. Provision for Default

In event of default by Contractor, Owner shall have the right to:

- a. Provide Contractor notice of default, in which case Contractor shall have thirty (30) days (and weather permitting) in which to correct the noticed deficiency, however;
 - i. In the event the noticed deficiency is not corrected within thirty (30) days, the Owner may then proceed to cancel this agreement in its entirety with sixty (60) days' notice to Contractor, or
 - ii. Owner may, at Owners option, take necessary action to correct the noticed deficiency, in which case all other provisions of the Agreement shall continue. Costs incurred by Owner in correcting the noticed deficiency shall be deducted from any current or future sums owed Contactor.

6. Contract Price and Payments

Owner at its option may require written evidence, satisfactory to Owner that all labor performed, materials used, and charges incurred in the performance of this Agreements to date have been satisfied. All work necessary to be performed after hours, on Sundays or Legal Holidays shall be performed with no additional expense to Owner.

Within fifteen (15) days of execution of this Agreement Contractor shall provide in form acceptable to Owner, a Maintenance schedule. This schedule shall be attached as addendum to this Agreement.

Contractor shall submit to Owner monthly invoice at the beginning of each month for services for that month. Each invoice submitted shall be due and payable not later than the 5th day of the following month.

7. Insurance

The Contractor shall provide an active certificate of insurance for workers compensation, general liability, and property damage, and auto liability and property damage.

*Note: Owner will be listed as additional insured.

8. Independent Contractor Relationship

The Contractor is an independent contractor, and it is not an employee, servant, agent, partner, or joint venture of the Owner. The Owner shall determine the work to be done by the Contractor in accordance with Exhibits A through E attached hereto, but the Contractor shall determine the means by which it accomplishes the work specified by the Owner.

9. Contract Cost

The work includes all labor and materials, and everything required by Contractor's material men, suppliers, or laborers to complete the work in accordance with the specifications. All contract cost paid by Contractor shall be at the expense of the Contractor. No materials or supplies for the work shall be purchased by the Contractor or by any sub-contractor subject to any chattel mortgage or under a conditional sale contract or

other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work free from all liens, claims or encumbrances.

10. Supervision

Contractor shall supervise and direct the work, using its best skill and attention and it shall be solely responsible for all methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Agreement.

The Contractor shall employ and designate to Owner a fully trained and qualified maintenance Relationship Manager or Foreman acceptable to Owner who shall have full authorization to act for the Contractor and shall be one who can be continued in that capacity unless he ceases to be employed by Contractor. The designated Relationship Manager or foreman shall be on the job site during each workday.

11. Safety

Contractor shall be responsible for compliance of all safety regulations of jurisdiction in the work and shall use traffic safety cones as may be required at both the front and rear of vehicles when on public roadway. Acquisition, erection, and removal of any barriers shall be the responsibility of the Contractor. Employees will wear a uniform shirt identifying the contractor, and all vehicles shall have signage affixed to the vehicle identifying the contractor.

12. Communications

In recognition the Owner is an Association comprised of multiple entities, communications from Owner to Contractor shall be made only by the maximum of two (2) persons designated as Owner Representatives on the first page as may be amended from time to time in writing by the Owner.

13. Subcontract by Contractor

No portion or portions of this agreement may be subcontracted by Contractor without the prior written consent of Owner or preliminary understanding at time of consummation.

14. Assignment by Contractor

This Agreement or any portion of this agreement shall not be assigned without the prior written consent of the Owner.

15. Minimum Personnel, Services, Frequency and Costs

The minimum number of personnel will be Twelve (12) and may change from time to time. Specific services, frequency and costs of services are defined in the Specifications attached hereto.

16. Damage Repairs

The Contractor is responsible for any damage caused by Contractor, its employees, or sub-contractors. This includes, but is not limited to, the personal property of the Owner, Members of the Association, invited and uninvited guests.

The Contractor shall immediately notify Owner of any damage caused by Contractor or its employees. Contractor shall repair or pay for the repair of any damages caused by thus actions including, but not limited to, failure to perform in accordance with the General Terms, Conditions and or Specifications of this Agreement. Billing for repairs performed by others due to Contractors neglect or damage shall be deducted from current or future sums owed Contractor.

17. Pre-Existing Conditions

The Contractor is not responsible for Acts of God or pre-existing conditions. The Contractor shall not be held responsible for the underground utilities, pipes, wires, etc. that are not clearly marked provided the Contractor shall have called for and obtained approval from Owner and shall have provided underground utility survey prior to any form of excavation or digging required in the course of the work.

Prior to commencement of services under this Agreement Contractor and Owner shall review the area of work to document conditions of the property. Such condition of property shall be agreed to by both Contractor and Owner and shall be evidenced by attachment to this Agreement.

18. Severability & Waiver

If any section, subsection, sentence, clause, phrase or word of this Agreement be and is, for any reason, held or declared by a court of competent jurisdiction to be inoperative or void, such holding shall not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this Agreement, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein.

The failure of either party hereto to insist, in anyone or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

19. Notices

Notices to the parties as provided herein shall be by certified mail to the following addresses:
Performance Driven Landscaping
311 Sarasota Center Boulevard
Sarasota, FL 34240

20. Attorney's Fees

If Owner or Contractor fails to comply with the agreements, conditions, or covenants of this Agreement and legal or court action is required to resolve any dispute, the prevailing party thereof shall be entitled to costs and attorney's fees of that action, including appellate proceedings.

21. Governing Law Venue

This Agreement shall be construed and enforced according to the laws of the State of Florida. This Agreement is entered into in the County of Venice, Manatee, Sarasota and State of Florida and Sarasota County shall be the proper venue for any litigation arising out of this Agreement.

22. Insurance

Contractor and each approved subcontractor thereof shall maintain, throughout the term of this Agreement, General Liability insurance, broad form Contractual Liability insurance, Worker's Compensation insurance, and vehicle insurance in the following minimum amounts:

*Note: All Sub policies shall list owner as an additional insured.

Commercial General Liability:

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Contractual, Products and Completed Operations	\$100,000 per occurrence
Personal Injury	\$1,000,000
General Aggregate:	\$1,000,000
Workers Compensation	\$1,000,000 per employee per accident \$500,000 per disease aggregate \$1,000,000 per employee per disease

Automobile Liability: *

Bodily Injury Liability	\$1,000,000 combined
Property damage	single limit

Umbrella Liability	\$2,000,000 per occurrence
--------------------	----------------------------

*may be satisfied by combining an automobile liability form and an umbrella form for a total limit of \$2,000,000.

23. Entire Agreement

This Agreement constitutes the entire understanding between the parties. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms, and covenants herein contained shall bind and the advantages shall inure to the respective successors, assigns, trustees, receivers, and personal representatives of hereto.

24. Indemnity

Contractor shall indemnify, defend and hold Owner harmless from any and all claims, causes, cause, action, judgments, liens and suits of any nature, including claims for personal injury, damage to property & others, damage to any property and claims for payment of services rendered arising out of Contractor's on the property (including any activities of Contractors subcontractors, agents, invitees, etc.).

On behalf of **Silverleaf CDD** _____

by _____ / _____

Print Name

Signature

And

On behalf of **Performance Driven Landscaping, Inc.** _____

By _____ / _____

Print Name

Signature

and is effective as of _____, 2021



EXHIBIT A

ORNAMENTAL LANDSCAPE – SPECIFICATIONS

1. ANNUAL BEDS

Contractor shall prepare, install, and maintain all annual beds in the common areas of Owner. No planting or replacement shall be done without prior selection and approval of Owner. Contractor shall provide annual schedule, together with the plant palate, for prior approval by Owner subject to modifications due to changes in seasonal weather patterns from that projected, particularly late Fall and Winter periods.

It will be the responsibility of the Contractor to schedule with the Grower/Supplier to assure availability of materials at the time plant change-out is to be accomplished. All annual beds shall be changed-out on a regular basis Two (2) times per year. Annual plants of a minimum four-inch (4") pot.

The Contractor shall be responsible to recommend and submit prices necessary to protect all annual beds from frost or freeze and drought conditions, in which case, if the customer does not approve then replacement and costs incurred shall not be the responsibility of the Contractor who will replace damaged plants with like size and color. Additional plants should be ordered each change-out and stored by contractor to provide spot replacement with plants of same size and likeness should replacement be necessary.

2. PRUNING AND HEDGING

All pruning shall be done under strict supervision. The Contractor shall be responsible for any damaged trees, shrubs, or groundcover because of improper pruning. All pruning debris shall be picked up and removed from the site at the time the pruning takes place. No debris shall be allowed to remain overnight.

SHRUBS and GROUND COVER

Shrubs will be consistently pruned based on sound horticultural practices. Pruning activities will be scheduled seasonally as each plant variety has its own pruning requirements. The Contractor shall inspect all shrubs for pruning at least 10 -12 x per year.

Individual shrubs will be pruned as necessary to maintain the natural form of the variety where possible, maintain growth within space limitations and to remove damaged, diseased, or dead wood.

PALMETTO BEDS

Palmetto fronds. Interior maintenance of Palmetto Beds beyond the two-foot perimeter is excluded, with exception of the fallen tree limbs and removal of trash, etc.

PALMS

Trim fruit and fronds from palms twice annually by May and November. Miscellaneous fruit dead fronds and fronds below 90 degrees at a height of fifteen (15') removed as needed. The cost of trimming palms over 15' feet height is not included in this proposal; however, a unit price sheet can be created for the Owner to review and approve.

TREES

Trees should be pruned selectively according to specie of tree using sound horticultural practices. Pruning schedules may vary depending upon the tree species and should be done to promote the best aesthetic quality year-round. Hardwood species, however, shall be pruned as needed throughout the year, additional costs may apply.

Tree should be allowed to form a natural canopy. Pruning shall consist of removal of dead, broken, infected, superfluous, and intertwining branches and other undesirable growth. Pruning will also be required from time to time to remove broken branches from storms, frost or when blocking sight, etc. All pruning of trees shall be in accordance with guidelines set forth by the National Arborist Society and shall be limited to a height of fifteen (15') above ground.

3. PLANTER BED MAINTENANCE, WEEDS - SIDEWALKS, STREETS AND CURBS, FENCELINES AND OTHER STRUCTURES TO INCLUDE AMENITY CENTERS AND COMMUNITY POOL AREAS

3.1. BED MAINTENANCE - PLANTER BEDS AND TREE RINGS

Landscaped beds shall be managed to an acceptable level. The acceptable range is 95 to 97% weed free. For example, if you have 1,000 sq. ft. of landscape bed area, there would be no more than a 30 to 50 sq. ft. area of weeds present.

When spraying is not feasible, removing weeds by hand may be required in flower beds or other landscaped beds (all common areas).

Use of any landscape machinery to remove weeds is prohibited.

The number of flower/landscape weeding cycles will be stated in the contract.

Pre and post emergent herbicides may be used to retard weed growth in accordance with material labeling. Contractor shall be responsible for stunting, declined and /or loss of plant material or trees due to overspray or non-recommended use of herbicides.

3.2. WEEDS - SIDEWALKS, STREETS, CURBS, DRIVEWAYS AND COMMUNITY POOL DECKS

Weeds in cracks of sidewalks, streets and curbs will be treated by mechanical means, or as required to control weed growth, with best maintenance approved practices/guidelines.

3.3. FENCELINES, POST AND OUTER STRUCTURES

Non-selective herbicides should be applied as necessary to fence lines bordering common areas, post and other structures. Width of area to be treated shall be no more than one (18) inches in width.

4. MULCH

4.1. MATERIAL

It is the intent of Owner to fully mulch to the allocation set forth in bundled services and quantities approved in Exhibits. If the mulch is not included, a separate quote will be submitted for approval before work will commence.

4.2. MULCH LABOR

Contractor at the request of Owner, shall provide labor and mulch at the rate indicated on Exhibit B.

5. CLEANUP

5.1. PRUNING DEBRIS

All debris generated by the work will be removed from the property and disposed of off sight at the expense of the Contractor at the completion of the services performed. Debris should not be left at the grounds overnight.

5.2. OTHER SERVICES

Contractor shall additionally provide, at the request of Owner, services based on time, materials and related fees including but not limited to:

- a) Special clean ups due to storms or acts of God which shall be immediately available
- b) Repairs to the turf, landscaping or landscaped areas as may be required by Owner

6. EXCLUSIONS:

Items specifically excluded from these specifications include:

- a) Aquatic Weeds Control or Removal
- b) Trimming of trees under utility lines or over nine (9) feet in canopy height
- c) Removal, trimming or pruning of trees or other plant material over fifteen (15) feet from Ground.
- d) Landscape Modifications.

7. SCHEDULING

The Contractor shall submit a performance schedule within Fifteen (15) days after execution of the contract with appropriate commence.



EXHIBIT C

TURF MAINTENANCE - SPECIFICATIONS

1. MOWING

LIST: St. AUGUSTINE TURF

All of St. Augustine turf shall be mowed and trimmed weekly during the active growing season, and as needed the remainder of the year to remove no more than 1/3 the leaf blade during dormant periods, up to forty (40) mowing events per year.

Mowing of St. Augustine turf shall be with a mulching mower. Grass clippings shall be allowed to recycle to the soil. Excess clippings remaining on the turf following a mowing event shall be removed. Mowing blades shall always be sufficiently sharp to provide a clean cut of the leaf blade.

Turf shall be mowed to the height recommended by the Agricultural Extension Service of the variety St. Augustine turf being maintained, recognizing difference in height recommendations for the Floratam, Bitter Blue and Palmetto varieties that may exist at 5 inches, but no event shall be mowed less than 4.5 inches.

BAHIA OUTLYING GRASSES AND LAKE AREAS

All Common area lakes that are not irrigated or fertilized will be cut up to twenty-four (24) times per year, unless directly instructed by the HOA or Land Development. Additional cuts can be made due to rapid growth at an additional cost if requested.

In formally maintained areas, mowing equipment shall be finish grade commercial mulching mower. Grass clippings shall be allowed to recycle to the soil. Excess clippings remaining on the turf following a mowing event shall be removed or re-mowed, at the option of the Contractor. In remote area, use of finish grade bush hog is acceptable. However, excess grass clippings remaining on the turf following a mowing event shall be removed or re-mowed, at the option of the Contractor. Mowing blades shall always be sufficiently sharp to provide a clean cut of the leaf blade.

Bahia and outlying grassed areas shall be mowed to the height recommended by the Agricultural Extension Service for the variety turf being maintained, but in no event shall be mowed less than three and one-half inches and at a lesser frequency than St. Augustine due to the characteristics of this turf and due to these areas are typically not irrigated.

TRIMMING, WEED EATING

Turf around lake banks shall be mowed up to twenty-four (24) times per year. Care shall be taken to minimize grass clippings from mower toward lake. Areas of standing water or where mowing would cause ruts shall be line trimmed. Bahia grass in drain swales shall be mowed, or as necessary, line trimmed at least every other mowing event.

2. EDGING

EQUIPMENT

All edging shall be done with mechanical rotary powered edges. No weed eaters or other monofilament trimmers shall be used. There shall be no chemical edging.

FREQUENCY

Hard surfaced areas such as Sidewalks, Driveways, Street curbs and Asphalt surfaces bordering St. Augustine turf shall be blade edged each mowing event. Hard surfaced areas bordering Bahia turf shall be blade edged each mowing event during the growing season and at least one (1) time per month during the dormant or non-growing season.

Soft edges, i.e., planter beds, palmetto beds, tree rings, structures and other areas bordered by St. Augustine turf, shall be blade edged every mowing event during the growing season and at least one (1) time per month during the dormant or non-growing season. Areas bordered by Bahia turf or mixed weeds shall be rotary blade edged at least one (1) time per month.

All trees, posts, and other obstacles where mower and or weed eater would damage the base or potentially transfer disease shall be blade edged and herbicide ringed to form soft edge.

3. DEBRIS CLEAN UP

Debris created by the work will be blown off sidewalks, streets and curbs each time the property is mowed or edged. Debris material shall not be blown into the street.

4. OTHER SERVICES

Contractor shall additionally provide, at the request of Owner, services based on time, materials and related fees including, but not limited to:

- a) Seeding as may be required by Owner
- b) Special clean ups due to storms or acts of God
- c) Repairs to the turf or landscape materials as may be required

5. SCHEDULING

The Contractor shall submit a performance schedule within fifteen (15) days after execution of the contract with appropriate comments.



EXHIBIT D

IRRIGATION MAINTENANCE - SPECIFICATIONS

"Conservation of this resource is paramount."

1. INSPECTIONS

Physical Inspection – Monthly

The Contractor will inspect the systems listed within this exhibit for operation monthly. Monthly inspections include:

- a) Operations check of controller clock, rain stats, valves, electrical lines, supply lines and distribution heads to assure complete and proper automatic operation of each system.
- b) Adjustment of sequence of controller clocks time on for best possible pressure in all systems.
- c) Adjustment of heads for best possible coverage, including raising or lowering of distribution heads to proper elevation where necessary.
- d) Raising or re-setting, where necessary, or if protective doughnut rings around distribution heads in turf areas. (Some adjustments or relocations may require a time and material charge with management approval if repair exceeds two hundred (\$200.00) dollars)
- e) Clearing of obstructions within distributions heads. (debris, stones, etc.)
- f) Removal of encroaching grass covering solenoid valve boxes to provide ease of access to them.
- g) Preparation of and delivery to Owner of completed Inspection Form at the end of each month or when submitting invoices associated with repairs made after the monthly inspection is completed

VISUAL INSPECTIONS – Monthly

The Contractor shall, on a monthly basis, visually inspect ornamental landscape and turf areas serviced by each zone within each controller listed within this Exhibit and provide Owner written report of each monthly visual inspection in form acceptable to Owner. Monthly visual inspection shall include:

- a) Re-direction of any improperly aligned irrigation distribution heads away from vehicular or pedestrian traffic.
- b) Localized adjustments/clearing of distribution heads where it is evident there is a drought stress within ornamental landscaping or turf and making clock adjustments of "B" programs to focus only on that stressed area.
- c) Immediately report to Owner necessary repairs in Section 2, Minor Repairs, with written estimate for cost of repairs if they will exceed two hundred (\$200.00) dollars.
- d) Adjustments of each zone's time as climatic conditions dictate. Although, if we are in drought conditions and county water restrictions, Performance Driven Landscaping will adhere to those guidelines.
- e) Preparation of and delivery to Owner of written statement of monthly visual inspection to include timer clock number and zones visually inspected.

2. REPAIRS

LABOR

Labor rate for repairs shall not exceed:

\$55.00 per hour for skilled labor and to be billed in fifteen (15) minute increments.

\$75.00 per hour for 2-wire diagnosing and repair and to be billed in fifteen (15) minute increments.

MATERIALS

Materials for repairs will be billed to Owner at Manufactures suggested retail price, plus tax.

MINOR REPAIRS

Minor Repairs may include, but are not limited to:

- a) Repair or replacement of worn sprinkler heads
- b) Repair/replacement of broken irrigation lines
- c) Repair/replacement of valves and or timers
- d) Repair to mainline breaks
- e) Faulty or defective pop-ups (i.e., stuck in raised position due to faulty wiper seal)

MAJOR REPAIRS

Any repair/replacement of irrigation lines, regardless of size, routed under hard paved traffic areas, sidewalks, etc. where destructive investigation for localization or repair is required, is considered a major repair requesting written estimate and Owner's authorization to proceed prior to undertaking the repair if those repairs will exceed five hundred (\$500.00) dollars.

3. SCHEDULING

The Contractor shall submit a performance schedule within fifteen (15) days after execution of the contract with appropriate comments.



EXHIBIT E

PEST CONTROL AND FERTILIZATION

1. Fertilization of Turf

Turf Fertilizer shall be applied four (4) times annually to promote strong root development and green grass leaf all year round. Granular applications will consist of 16-4-8, 24-5-11, and 15-5-15 to achieve maximum results. All fertilizer blends have micro-nutrients using sulphates, surcrates, and oxides. A 60% slow-release nitrogen shall take place at least three (3) times.

*Note: Fertilizer formula will be tailored to the needs of the property and/or seasonal conditions.

*Note: PDL observes and adheres to the Counties blackout period which commences June 1st and ends October 1st of every calendar year.

2. Fertilization of Shrubs, Palms, Flowering shrubs, and Tress

Ornamental beds shall be fertilized with 8-10-10, at least three (3) times annually, this includes palms, shrubs, and trees. This is a quality blend fertilizer that has been exclusively developed for our Florida soil conditions. It contains a high ratio of Polymer Sulfur Urea for a slow and long-lasting release of nitrogen, plus a complete list of secondary plant foods for maximum growth and development.

3. Fertilization of Annuals

Fertilize, bi-weekly with Osmocote, and 20-20-20 for the duration of the plant material to promote long lasting blooms and continued root development.

4. Turf Insecticide

Turf insecticide will be applied property wide on St. Augustine lawn for chinch bugs, ants, bill bugs, and grubs in spring and fall, with additional treatments as needed. Talstar shall be applied when turf fertilization 15-5-15 takes place as a blend twice a year. Additional spot spraying shall take place if outbreak occurs. Fire ants are suppressed with insecticide Top Choice, and Talstar. Mole Crickets are an extra charge.

5. Ornamental beds Insecticide

All ornamental materials will be inspected for any insects. Insecticides may vary depending on plant material and insects, special attention will be given to Oleanders on entire property that are very susceptible to caterpillars, Sago's spraying for scales, and Cedar will also be sprayed on a regular basis for mites. Fire ants can be suppressed with insecticide Top Choice, and Talstar at an additional charge.

6. Lawn Fungicide

Lawn fungicide will be applied property wide on lawn twice (2) annually and thereafter if more is required, an additional charge will apply.

7. Weed Control

Weed Control on turf to be done, depending on climatic conditions, with spot treatments as needed to control nuisance turf weeds. This will prevent and help manage at acceptable levels any undesired weeds to take over. Turf weed Nutsedge, will only be performed during winter months.

8. Inspections

Contractor shall inspect turf and ornamental plants at least monthly, using its best skill and attention and it shall be solely responsible for all methods, techniques, sequences, and procedures and for coordinating all portions of the work.

Any damage done to the existing vegetation either by misapplied chemical applications or by neglect to control an outbreak of insects or disease shall be the responsibility of the Contractor to correct at no additional cost to Owner.

9. Licensing

Contractor represents that it has all required licenses to apply insecticides, fungicides and weed control products and will provide copies of such licenses.

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Review of ARDURRA Proposal, Wetland
Mitigation Time Zero and Monitoring



April 29, 2021

Silverleaf Community Development District
c/o Vivian Carvalho, District Manager
PFM Group Consulting, LLC
12051 Corporate Blvd
Orlando, FL 32817

**RE: Proposal of Services and Fees
Wetland Mitigation Time Zero and Monitoring
Silverleaf Phase 2 – ERP 44040375.001**

Dear Ms. Carvalho,

As requested, Ardurra is pleased to present the following proposal for professional environmental consulting services associated with the above referenced project.

Scope of Work

Task 1 – Initial Compliance Monitoring Report - \$2,000.00

Ardurra staff will conduct an evaluation of the mitigation area to determine compliance with SWFWMD standards. Ardurra will coordinate with the maintenance entity to direct corrective actions necessary to bring the area into compliance. Following an initial maintenance event, Ardurra will conduct a monitoring event to address the compliance letter dated March 29, 2021 and document the condition. Ardurra will prepare the monitoring report as required by the Southwest Florida Water Management District (SWFWMD) and submit the report to ensure permit compliance with SWFWMD and staff.

Task 2 – Semi-Annual Monitoring - \$1,500/year

Ardurra will perform the semi-annual monitoring and annual monitoring report in accordance with SWFWMD permit requirements. Monitoring will include fixed photostation documentation, visual estimation of desirable and nuisance/exotic species coverage, and an overview of any corrective actions required for permit compliance. Ardurra will prepare an annual monitoring report as required by SWFWMD and the and submit the report to ensure permit compliance. Annual monitoring is anticipated to be required for an additional 3 years.

Costs

Task 1 will be performed for a lump sum fee of **\$2,000.00**. Task 2 will be completed for 3 years for a lump sum of **\$4,500.00** and will be billed **\$1,500.00** annually after completion of the annual report submittal.



If additional services outside of the above described scope of work are required, Ardurra will prepare a separate proposal for approval by the client prior to initiating these services.

Duration of Contract

The cost estimates provided in this proposal may be relied upon for up to sixty (60) days beyond the date of this proposal. Once accepted, the terms of this agreement shall remain in effect for a one (1) year period.

Termination

Termination of this agreement shall be effective with 30 days prior written notice by either party or immediately by mutual agreement by both parties. However, termination shall not be effective until all fees due are paid.

Compensation

Invoices will be submitted to the client monthly as tasks are completed. Submitted invoices are payable upon receipt. Unpaid balances over thirty (30) days will be assessed a 1.5% nominal monthly finance charge, compounded monthly until payment is made in full. Ardurra reserves the right to stop work on any project that remains unpaid over 30 days. If collection efforts are required, client agrees to pay reasonable attorney's fees and court costs.

If you agree with the above scope of work and associated costs, please indicate by signing below and returning one copy for our files. If we can provide additional clarification or information, please do not hesitate to contact me at our Palmetto office.

Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____ Phone: _____

Invoicing Address: _____, _____, _____
(street) (city) (state) (zip code)

Sincerely,

Joel D. Christian
Senior Scientist

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Letter from Supervisor of Elections- Manatee
County

MICHAEL BENNETT • SUPERVISOR OF ELECTIONS • MANATEE COUNTY

600 301 Boulevard West, Suite 108, Bradenton, Florida 34205-7946
P O Box 1000, Bradenton, Florida 34206-1000



Phone: 941-741-3823 • Fax: 941-741-3820 • VoteManatee.com • Info@VoteManatee.com

April 20, 2021

Silverleaf Community Development District
PFM Group Consulting, LLC
Attn: Vivian Carvalho
12051 Corporate Blvd
Orlando FL 32817

Dear Ms. Carvalho:

We are in receipt of your request for the number of registered voters in the Silverleaf Community Development District of April 15, 2021. According to our records, there were 930 persons registered in the Silverleaf Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

Michael Bennett
Supervisor of Elections

MB/sas

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations #130-132

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization 130-132

PA #	Description	Amount	Total
130	McClatchy Company		
	Legal Advertising 3/3/21	\$117.00	
	US Bank	\$4,031.25	
	VGlobalTech	\$125.00	
	Vogler Ashton	\$1,537.70	
			\$5,810.95
131	VGlobalTech	\$300.00	
	ZNS Engineering	\$1,650.00	
			\$1,950.00
132	FPL	\$107.06	
	PFM Group Consulting LLC	\$4.36	
	Supervisor Fees- 4/14/21 Meeting	\$1,000.00	
			\$1,111.42
		TOTAL	\$8,872.37

Amanda Lane

From: Paul Gressin <paulgressin@icloud.com>
Sent: Monday, April 5, 2021 8:54 AM
To: Amanda Lane
Subject: Re: Silverleaf - PA 130 - review and approval to pay requested

EXTERNAL EMAIL: Use care with links and attachments.

Understood

Sent from my iPhone

On Apr 5, 2021, at 8:51 AM, Amanda Lane <lanea@pfm.com> wrote:

Thanks, Paul.

I don't have any authority with how Vogler Ashton presents their invoices, unfortunately.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (**direct phone 407.723.5925**) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

From: Paul Gressin <paulgressin@icloud.com>
Sent: Monday, April 5, 2021 8:51 AM
To: Amanda Lane <lanea@pfm.com>
Subject: Re: Silverleaf - PA 130 - review and approval to pay requested

EXTERNAL EMAIL: Use care with links and attachments.

I approve payment but going forward request format be modified so it is not presented as it was. Thank you

Sent from my iPhone

On Apr 5, 2021, at 8:47 AM, Amanda Lane <lanea@pfm.com> wrote:

Paul,

If you look at the top of the invoice, it shows the previous balance of \$922.00. Then at the bottom, it shows the current balance of \$1,537.50, minus any payments received (this

time, of \$922.00), and then remaining balance overall, which is the \$1,537.50. Let me know if you have any more questions.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (direct phone 407.723.5925) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

From: Paul Gressin <paulgressin@icloud.com>
Sent: Sunday, April 4, 2021 5:17 PM
To: Amanda Lane <lanea@pfm.com>
Subject: Re: Silverleaf - PA 130 - review and approval to pay requested

EXTERNAL EMAIL: Use care with links and attachments.

With the exception of Vogler all approved for payment. Regarding Vogler requests payment of 1537.50 less credit of 922.00 leaving a balance due of \$1537.50. As presented this does not compute. Please clarify. Paul Gressin, CDD chairman

Sent from my iPhone

On Apr 4, 2021, at 4:32 PM, Amanda Lane <lanea@pfm.com> wrote:

Paul,

Please see attached for Payment Authorization(s) #130 for Silverleaf. Please provide authorization to pay (via email or signed cover sheet). If you have any questions, please let me know.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (direct phone 407.723.5925) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

<Silverleaf PA #130.pdf>

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #130

4/2/2021

Item No.	Payee	Invoice	General Fund
1	McClatchy Company Legal Advertising on 03/03/2021 (Ad: IPL0011722)	13128	\$ 117.00
2	US Bank Series 2019 Trustee Services 02/01/2021 - 01/31/2022	6044507	\$ 4,031.25
3	VGlobalTech April Website Maintenance	2604	\$ 125.00
4	Vogler Ashton General Counsel Through 03/15/2021	6696	\$ 1,537.50
		TOTAL	\$ 5,810.75

Secretary / Assistant Secretary

Chairman / Vice Chairman

Amanda Lane

From: Paul Gressin <paulgressin@icloud.com>
Sent: Friday, April 9, 2021 7:06 PM
To: Amanda Lane
Subject: Re: Silverleaf - PA 131 - review and approval to pay requested

EXTERNAL EMAIL: Use care with links and attachments.

Payments authorized but please call me on Monday. Paul Gressin 516/410-6075

Sent from my iPhone

On Apr 9, 2021, at 6:19 PM, Amanda Lane <lanea@pfm.com> wrote:

Paul,

Please see attached for Payment Authorization(s) #131 for Silverleaf. Please provide authorization to pay (via email or signed cover sheet). If you have any questions, please let me know.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (**direct phone 407.723.5925**) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

<Silverleaf PA #131.pdf>

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #131

4/9/2021

Item No.	Payee	Invoice	General Fund
1	VGlobalTech Quarter 1 ADA Audit	2517	\$ 300.00
2	ZNS Engineering Engineering Services Through 02/28/2021	141371	\$ 1,650.00
		TOTAL	\$ 1,950.00

Secretary / Assistant Secretary

Chairman / Vice Chairman

Amanda Lane

From: Paul Gressin <paulgressin@icloud.com>
Sent: Friday, April 16, 2021 5:53 PM
To: Amanda Lane
Subject: Re: Silverleaf - PA 132 - review and approval to pay requested

EXTERNAL EMAIL: Use care with links and attachments.

Payment authorization granted
Paul Gressin CDD chairman

Sent from my iPhone

On Apr 16, 2021, at 5:48 PM, Amanda Lane <lanea@pfm.com> wrote:

Paul,

Please see attached for Payment Authorization(s) #132 for Silverleaf. Please provide authorization to pay (via email or signed cover sheet). If you have any questions, please let me know.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (direct phone 407.723.5925) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

<Silverleaf PA #132.pdf>

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #132

4/16/2021

Item No.	Payee	Invoice	General Fund
1	FPL		
	11307 Woodlake Way ; Service 03/12/2021 - 04/13/2021	Acct: 29164-13046	\$ 28.01
	3920 Silverleaf Ave ##LS ; Service 03/15/2021 - 04/14/2021	Acct: 69892-32019	\$ 53.74
	4610 Silverleaf Ave # Sign ; Service 03/15/2021 - 04/14/2021	Acct: 89220-58014	\$ 25.31
2	PFM Group Consulting		
	March Reimbursables	OE-EXP-04-38	\$ 4.36
3	Supervisor Fees - 04/14/2021 Meeting		
	Dale Weidemiller	--	\$ 200.00
	Jonathan Decker	--	\$ 200.00
	Joshua Holley	--	\$ 200.00
	Paul Gressin	--	\$ 200.00
	Lawrence Powell	--	\$ 200.00
TOTAL			\$ 1,111.42

Secretary / Assistant Secretary

Chairman / Vice Chairman

Silverleaf CDD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
LaneA@pfm.com // 407-723-5925

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements
(under separate cover)

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Review of Maintenance Reports

Hello everyone. Here is what we completed this week at Silverleaf.

HOA Areas

Maintenance

- This includes mowing, string trimming, hard & soft edging and blowing off all hard surfaces.
- Today we serviced all the assisted maintenance homes. All areas were hard edged this visit.
- The soccer field was serviced this visit. We also hand weeded the outside beds of the field this week.
- Amenity Center and surrounding areas were all serviced.
- Common area cul-de-sacs, islands, and all other additional areas inside the community were serviced.

Spraying, Pulling Weeds & Trimming

- We finished trimming the cottages last week and today we completed the Villas on Wildgrass. After that we will be finishing up the remaining homes on Deep Creek.
- Several common areas have been trimmed in between these last 2 maintenance visits. The phase for berm behind the homes that separate Silverleaf and Abeerden were trimmed.
- Chin Road inside and outside berms were serviced this includes mowing, edging and string trimming.
- Phase 6 by the emergency gate was trimmed on both sides. We keep this trimming light due to the proximity to each other.

Open Calls

Today we closed all of the open calls. We had a total of 3 and 2 of them were trim open calls request that will be done by the end of the day tomorrow. If any additional information is needed our office can supply that information upon request.

Additional Notes

- Laurie, as per your email we did remove what vines we could reach at the intersection of Old Tampa and Chin road. Also we did straighten that tree just south of the Chin road entrance. It has been strapped a few times before hopefully it will hold.
- Models, featured homes were cut, edged blown off to keep a clean look for sales.

CDD Areas

Maintenance

This includes mowing, string trimming, hard & soft edging and blowing off all hard surfaces.

-Today all Silverleaf Avenue was serviced. All sidewalks were blown off as well. We only soft edged the beds this visit.

- Weeds in the center island closest to Old Tampa Road were burned today.

- We did a light trim of the Chin Road entrance on the Bismarck Palm located in the center island.

Lakes

Today we did maintenance on lakes 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 18, 23. We will be doing the others next week.

Thank you,

Sara Traub | Office Manager | Performance Driven Landscaping

“Making our customers job easy by providing Excellence”

311 Sarasota Center Blvd

Sarasota, FL 34240

(P) 941.488.7700 (F) 941.488.7701

sara@pdlfla.com





Cottage Hill Ave
29600

