

Silverleaf Community Development District

3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817

Phone: 407-723-5900, Fax: 407-723-5901

www.silverleafcdd.com

The meeting of the Board of Supervisors for the **Silverleaf Community Development District** will be held **Wednesday, October 13, 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. Consideration of the Minutes of the September 8, 2021 Board of Supervisors Meeting
2. Consideration of Resolution 2022-01, Designating the Primary Administrative Office
3. Consideration of Resolution 2022-02, Designating Registered Agent & Office
4. Review and Consideration of the Pond Professional, LLC Aquatic Management Agreement
5. Update on HOA/CDD
6. Ratification of Payment Authorizations #148-151
7. Review of District Financial Statements

Other Business

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

Adjournment



**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the September
8, 2021 Board of Supervisors Meeting

MINUTES OF MEETING

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING MINUTES

Wednesday, September 8, 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	
Jonathan Decker	Assistant Secretary	
Larry Powell	Assistant Secretary	(via phone)
Joshua Holley	Assistant Secretary	(via phone)

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)	
Kim Ashton	District Counsel- Vogler Ashton	(via phone)
Mike Ferdinand	ZNS Engineering	(via phone)

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called to order at 1:09 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

Ms. Ripoll noted that there were no public comments at this time.

SECOND ORDER OF BUSINESS

General Business Matters

Consideration of the Minutes of the August 11, 2021 Board of Supervisors Meeting

The Board reviewed the Minutes of the August 11, 2021 Board of Supervisors Meeting.

On MOTION by Mr. Weidemiller, seconded by Mr. Gressin, with all in favor, the Board approved the Minutes of the August 11, 2021 Board of Supervisors Meeting.

Review and Consideration of the Impact Landscape & Irrigation Proposal

Ms. Ripoll noted the Impact Landscape & Irrigation Proposal was tabled from the last meeting. She received notification from District Counsel to table the next two agenda items. Ms. Ashton stated this proposal and the next are HOA expenses and not CDD expenses. Ms. Carvalho noted she has a call with Ms. Hecht, Ms. Ripoll, Ms. Denenholtz, and Ms. Ashton later this week to address the same matter to make sure everyone is on the same page when the District receives these proposals regarding who is the responsible party. Mr. Weidemiller stated he thinks this issue has been resolved and there is a memo that memorialize it to the record. Ms. Carvalho stated with the change of staffing when it comes to the responsible party for the HOA Manager as well as the responsible party within the Developer, this has come up again so District staff will be having a call with all parties to get on the same page. This item will be tabled to the next meeting.

Review and Consideration of the M & W Supply Co. Proposal

As discussed above, this item will be tabled to the next meeting. District staff will report back to the Board after their meeting between PFM, the HOA, Developer, and District Counsel.

Review and Consideration of Grau & Associates CPA Engagement Letter

Mr. Ripoll presented the Grau & Associates CPA Engagement Letter which is dated as of August 31, 2021. The District went through the audit proposal process and Grau & Associates was chosen by the Board as the District Auditor. Ms. Ripoll requested a motion from the Board to approve the Grau & Associates CPA Engagement Letter for Fiscal Year 2021 Audit Report.

On MOTION by Mr. Weidemiller, seconded by Mr. Decker, with all in favor, the Board approved the Grau & Associates CPA Engagement Letter.

Ratification of Payment Authorizations 145-147

The Board reviewed Payment Authorizations 145-147. Ms. Ripoll noted the District is going back to one of the landscape vendors regarding damage. She is working on getting answers for Mr. Gressin by the end of the day. She requested a motion to ratify Payment Authorizations 145-147.

On MOTION by Mr. Weidemiller, seconded by Mr. Gressin, with all in favor, the Board ratified Payment Authorizations 145-147.

Review of District Financial Statements

Due to a sever issue within PFM, District Management Accounting Department was unable to get the District Financial Statements to the Board in time for this meeting. Once the District Financial Statements are available Ms. Ripoll will send it to the Board so they will see the latest District Financial Statements for the previous month.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- No Report

District Engineer- No Report

District Manager- Ms. Ripoll noted the next meeting is scheduled for October 13, 2021 at 1:00 p.m. She will send out notifications and draft agendas in advance of the meeting.

Audience Comments and Supervisor Requests

Mr. Gressin stated he met with Impact Management regarding some planting areas. He received an original estimate which he distributed to everybody at the meeting. Based on that he got another estimate in the amount of \$50,641.25 and the return on investment is 2.4 years and then saving around \$1,700.00 per month thereafter for those planting areas.

Mr. Weidemiller asked if these expenses are budgeted in the Fiscal Year 2021-2022 Budget. Mr. Gressin said no but it appears that it will be covered by monies that were shifted around. Ms. Carvalho stated her recommendation is for the Board to wait to approve this proposal until the end of September. Mr. Gressin spoke to Ms. Hecht and he noted the estimate in question is solely listed directed at Silverleaf Boulevard and Chin Road where there are plantings that are over eight years old. He met with the individuals who did the original planting with the authorization of the Board and this estimate is the least expensive way to salvage the foliage and turn it back into an aesthetically pleasing condition.

Ms. Aston stated the HOA has a landscape agreement with the County and this is not a CDD matter. Those are County dedicated roads and the CDD may have built them but they were dedicated into the County and the HOA has an agreement with Manatee County called the "Agreement for Private Improvements on Publicly Owned Lands" which allows the HOA to provide enhanced landscaping. She noted the problem everyone is having with Silverleaf CDD and the HOA is that people are looking at geographical areas on a one page map the Engineer prepared

a couple years ago but those areas do not account for easements. If the CDD might have a tract dedicated to it, there is an easement that the HOA has to maintain private landscaping. If the County has a public tract, there is an HOA easement for landscaping. Ms. Ashton discussed the easements. Ms. Ashton explained there is going to be a meeting this week between the District Manager, HOA, and the Developer. Ms. Ashton noted hopefully after the meeting this confusion will not happen again. Mr. Gressin stated he was told by Ms. Hecht that the HOA plans is on starting to bill the District for monies the District has now removed from the Fiscal Year 2022 Budget. Ms. Carvalho stated the conversation he had with Ms. Hecht she has not had yet which is why they are going to have a meeting this week. The Board asked if the meeting would include the Board. Ms. Ashton stated she thinks the meeting should only include District staff and the HOA, and Developer representatives. Mr. Gressin strongly disagreed and thinks it should include the CDD Board. A discussion took place. The Board is going to get the results of the meeting and Ms. Carvalho can follow up with Mr. Gressin. Mr. Gressin requested that the meeting not take place without the entire CDD Board or at least a representative of the CDD Board, specifically himself. Ms. Carvalho explained the entire Board cannot be present due to the Sunshine Law.

A discussion took place about the proposals that Mr. Gressin presented. He asked Ms. Carvalho to preserve the document subject to the outcome of the meeting.

Ms. Carvalho will report back to Mr. Gressin and the Board the results of the staff meeting.

FOURTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Mr. Gressin, seconded by Mr. Holley, with all in favor, the September 8, 2021 Meeting of the Board of Supervisors of the Silverleaf Community Development District was adjourned at 1:31 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-01,
Designating the Primary Administrative Office

RESOLUTION 2022-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Silverleaf Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Manatee County, Florida; and

WHEREAS, the District desires to re-designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at 8141 Lakewood Main Street, Bradenton, FL 34202, within Manatee County, Florida.

SECTION 3. The District’s local records office shall be located at 8141 Lakewood Main Street, Bradenton, FL 34202.

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

PASSED AND ADOPTED THIS 13TH day of OCTOBER, 2021.

ATTEST:

**SILVERLEAF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-02,
Designating Registered Agent & Office

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Silverleaf Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Manatee County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

Section 1. Vivian Carvalho is hereby designated as Registered Agent for the Silverleaf Community Development District.

Section 2. The District's Registered Office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

Section 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this resolution with Manatee County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of October, 2021.

ATTEST:

**SILVERLEAF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of the Pond
Professional, LLC Aquatic Management
Agreement



POND PROFESSIONAL, LLC

pond & wetland management

4024 Dover Drive East, Bradenton, FL 34203

Aquatic Management Agreement

This Agreement, made this 9th day of September 20 21 between The POND PROFESSIONAL, LLC., a Florida Corporation, hereinafter called "THE POND PROFESSIONAL, LLC" and

NAME Silverleaf CDD; c/o PFM Group Consulting, LLC.

ADDRESS 12051 Corporate Blvd.

CITY Orlando STATE FL ZIP 32817 PHONE (407) 723-5900

Hereinafter called "CUSTOMER"

REQUESTED START DATE: 9 Sept. 2021
PURCHASE ORDER: 010421

The parties hereto agree to follows:

- A. THE POND PROFESSIONAL, LLC agrees to manage certain lakes and/or waterways for a period of 12 months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s): 23 Storm-water ponds and 3 drainage ditches (approx. 28 acres) for Silverleaf HOA, located at US301 and Silverleaf Blvd., Parrish FL 34219.

Includes a minimum of 12 inspections and treatments, as necessary, for control and prevention of B1, B2

This Agreement is contingent upon completion of the Onetime Water Management Agreement.

- B. CUSTOMER agrees to pay THE POND PROFESSIONAL, LLC, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$	<u>1,780.00/Month</u>
2. Shoreline Grass and Brush Control Program (includes littoral areas)	\$	<u>Included</u>
3. Additional Treatments, if Required	\$	<u>N/A</u>
4. Free Callback Service	\$	<u>Included</u>
5. Trash clean-up around ponds <u>1</u> /month	\$	<u>Included</u>
	\$	
	\$	
Total of Services Accepted	\$	<u>21,360.00/total annually</u>

\$ 1,780.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in 11 monthly installments of \$ 1,663.55, plus any taxes, including sales use taxes, fees or changes that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE POND PROFESSIONAL, LLC uses products, which in its sole discretion will provide effective and safe results.
- D. THE POND PROFESSIONAL, LLC agrees to commence treatment within 15 days, weather permitting, from the date of receipt of this Agreement and /or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE POND PROFESSIONAL, LLC on or before 1 Oct 20 21
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof.

THE POND PROFESSIONAL, LLC

CUSTOMER

Signed George M. Colbath
George M. Colbath, Owner/Operator

Signed _____ Dated _____
Name _____

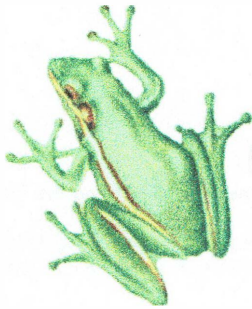
Terms & Conditions

Major Applications

1. The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a. Periodic treatments to maintain control of noxious submerged, floating and emergent aquatic vegetation and algae. Examples of undesirable vegetation may include, but are not limited to: hydrilla, naiad, algae, bladderwort, water hyacinth, water lettuce and duckweed. (The Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced ecological system).
 - b. When deemed necessary by The Pond Professional, LLC, and approved by The Customer, the planting and/or nurturing of certain varieties of plants for varied reasons may be installed in order to maintain an ecological balance or part of a regulatory requirement.
 - c. Determination of Dissolved Oxygen levels prior to treatment, as deemed necessary to ensure that oxygen level is high enough to allow safe treatment.
 - d. Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure the safety to fish and other aquatic life. However, The Pond Professional, LLC shall not be liable for loss of any exotic or non-native fish or vegetation.
 - e. The CUSTOMER understands and agrees that for the effectiveness and environmental safety, materials used by The Pond Professional, LLC may be used at rates equal to or less than maximum label recommendations.
 - f. Triploid Grass Carp stocking, if included, will be performed at stocking rates to be determined by The Pond Professional, LLC within Florida FISH and Wildlife Conservation Commission permit guidelines.
 - g. Nuisance fish netting, if included, will be performed at rates to be determined by The Pond Professional, LLC.
 - h. Customer agrees to provide adequate boat access. Failure to provide boat access may require re-negotiation or termination of this agreement.
2. The Customer agrees to inform The Pond Professional, LLC in writing if any preserve areas are scheduled to be mitigated (planted with additional required beneficial/native vegetation). The Pond Professional, LLC assumes no responsibility for damage to planted areas if customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by a separate contract or modification to this agreement. The Customer also agrees to notify THE Pond Professional, LLC in writing, of any conditions which may affect the scope of work and The Customer agrees to pay any resultant higher cost incurred.
3. If at any time during the terms of this agreement, The Customer feels The Pond Professional, LLC is not performing in a satisfactory manner, or in accordance with the terms of this agreement, The Customer shall inform The Pond Professional, LLC by certified mail, return receipt requested, stating the particularly, the reasons for The Customer's dissatisfaction. The Pond Professional, LLC shall investigate and attempt to cure the defect. If, after thirty (30) days from the giving of the original notice, The Customer continues to feel THE Pond Professional, LLC's performance is unsatisfactory, The CUSTOMER may terminate this agreement by giving notice ("Second Notice") to the Pond Professional, LLC and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which the second notice is received by The Pond Professional, LLC.
4. Federal and State regulations require that various time-use restrictions be observed for some treatments. THE Pond Professional, LLC will notify The Customer of such restrictions verbally, written and/or by posting the restrictions in several readily visible locations on the perimeter of each location on the perimeter of each location at the time of treatment. IT shall be The CUSTOMER's responsibility to observe the restrictions throughout the required period. The Customer understands and agrees that, notwithstanding any other provision of the agreement, The Pond Professional, LLC does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
5. The Pond Professional, LLC shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, Including Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming The Customer as "Additional Insured" may be provided at The Customer's request.
6. Neither party shall be responsible for damages, penalties or otherwise of any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, "Acts of God", accidents, governmental orders and regulations, curtailment of failure to obtain sufficient material, or other force major condition (Whether or not the same class or kind of those set forth above) exercising its reasonable control and high, by exercise of due diligence, it is unable to overcome. Should The Pond Professional, LLC be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, The Pond Professional, LLC shall notify The Customer of said conditions and of the excess direct cost arising therefrom. The Customer shall have thirty (30) days after receipt of said notice to terminate this agreement by notifying The Pond Professional, LLC in writing.
7. The Customer warrants that he or she is authorized to execute the Land Management Agreement on behalf of the riparian owner and to hold The Pond Professional, LLC harmless for consequences of such service not arising out of the sole negligence of The Pond Professional, LLC.
8. The amount is firm for the entire term of this original agreement.
9. The Pond Professional, LLC agrees to hold The Customer harmless for an loss, damage or claim arising out of sole negligence of The Pond Professional, LLC. However, The Pond Professional, LLC shall in no event be liable to The Customer, or others for indirect, special or consequential damages resulting from any cause whatsoever.
10. The Pond Professional, LLC reserves the right to impose a service charge of 1 1/2 percent per month on past due balances and/or cancel the agreement.
11. Should The Customer become delinquent, The Pond Professional, LLC may place the account on hold for non-payment and The Customer will continue to be responsible for the agreed upon payment cycle investment amount even should the account be placed upon hold. Service may be re-instated once the entire past due balance has been received in full. Should it become necessary for The Pond Professional, LLC to bring action for collection of monies due and owing under this agreement, The Customer agrees to pay collection costs, including, but not limited to, reasonable attorney fees (Including those on appeal) and court costs, and all other expenses incurred by The Pond Professional, LLC resulting from collection action.
12. This agreement is assignable by The Customer upon prior written consent by The Pond Professional, LLC.
13. This agreement constitutes the entire agreement by the parties hereto and no oral written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both The Pond Professional, LLC and The Customer.
14. This agreement shall renew at the end of each term for an additional twelve (12) month period unless either party gives written notice of termination or changes to the original agreement within thirty (30) days prior to the end of the relevant term.

Date: _____

The Customer (initials)



POND PROFESSIONAL, LLC

pond & wetland management

4024 Dover Drive East, Bradenton, FL 34203

Preserve Management Agreement

This Agreement, made this 9th day of September 2021, between The POND PROFESSIONAL, LLC., a Florida Corporation, hereinafter called "THE POND PROFESSIONAL, LLC" and

NAME Silverleaf CDD; c/o PFM Group Consulting, LLC.

ADDRESS 3501 Quadrangle Blvd. Suite 270

CITY Orlando STATE FL ZIP 32817 PHONE (407) 723-5900

Hereinafter called "CUSTOMER"

REQUESTED START DATE: 9 Sept. 2021
PURCHASE ORDER: 020421

The parties hereto agree to follows:

A.e THE POND PROFESSIONAL, LLC agrees to manage certain **buffer/preserve areas** for a period of 12 months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s): **phase I-VI wetland preserve areas (including 30' buffers) for Silverleaf subdivision to be maintained via selective herbicide application for noxious weed control, located in Parrish Fl.**

Includes a minimum of 4 inspections and treatments, as necessary, for control and prevention of B1

B.e CUSTOMER agrees to pay THE POND PROFESSIONAL, LLC, its agents or assigns, the following sum for specified aquatic management services:

1. Wetland preserve maintenance program	\$	<u>3,250.00 / quarterly event</u>
2. Upland preserve maintenance program	\$	<u>NA</u>
3.e Additional Treatments, if Requirede	\$	<u>NA</u>
4. Free Callback Servicee	\$	<u>NA</u>
5. Trash clean-up of preserve areas <u>1</u> time/ Event	\$	<u>Included</u>
	\$	
	\$	
Total of Services Accepted	\$	<u>13,000.00 / total annually</u>

\$ 3,250.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in 4 quarterly installments of \$ 3,037.38, plus any taxes, including sales use taxes, fees or changes that are imposed by any governmental body relating to the service provided under this Agreement.

C.e THE POND PROFESSIONAL, LLC uses products, which in its sole discretion will provide effective and safe results.e

D.e THE POND PROFESSIONAL, LLC agrees to commence treatment within 15 days, weather permitting, from the date of receipt of this Agreement and /or required government permits.e

E.e The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE POND PROFESSIONAL, LLC on or before 1 Oct 2021.

F.e The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof.e

THE POND PROFESSIONAL, LLC

CUSTOMER

Signed George M. Colbath
George M. Colbath, Owner/Operator

Signed _____ Dated _____
Name _____

Terms & Conditions

Major Applications

1. The Wetland/Upland Vegetation Control Program will be conducted in a manner consistent with good land management practice, using the following methods and techniques when applicable.
 - a. Periodic herbicide treatments to maintain control of noxious vegetation may be needed to bring area within compliance. Examples include but not limited to: Brazilian Pepper Trees, Torpedo Grass, Ear-leaf Acacia and Melaleuca trees.
 - b. When deemed necessary by The Pond Professional, LLC and approved by the customer, may propose the planting and or nurturing of certain native varieties of plants for varied reasons to help promote ecological balance.
 - c. Where applicable, treatment of only one-half or less of the entire coverage area at any time may be necessary to ensure safety to existing habitat. However, The Pond Professional, LLC shall not be liable for the loss of any exotic or non-native wildlife. The Customer understands and agrees that the effectiveness and environmental safety, materials used by the The Pond Professional, LLC may be used at rates equal to or lower than maximum label recommendations.
 - d. Customer agrees to provide adequate site access for entrance and egress for maintenance purposes. Failure to provide adequate site access may require re-negotiation or termination of this agreement.
 - e. As some species of woody brush and broadleaf weeds take several months or longer to fully decompose, The Customer is responsible for any desired cutting or removal from maintenance site.
2. The Customer agrees to inform The Pond Professional, LLC in writing if any preserve areas are scheduled to be mitigated (planted with additional required beneficial/native vegetation). The Pond Professional, LLC assumes no responsibility for damage to planted areas if customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by a separate contract or modification to this agreement. The Customer also agrees to notify THE Pond Professional, LLC in writing, of any conditions which may affect the scope of work and The Customer agrees to pay any resultant higher cost incurred.
3. If at any time during the terms of this agreement, The Customer feels The Pond Professional, LLC is not performing in a satisfactory manner, or in accordance with the terms of this agreement, The Customer shall inform The Pond Professional, LLC by certified mail, return receipt requested, stating the particularly, the reasons for The Customer's dissatisfaction. The Pond Professional, LLC shall investigate and attempt to cure the defect. If, after thirty (30) days from the giving of the original notice, The Customer continues to feel THE Pond Professional, LLC's performance is unsatisfactory, The Customer may terminate this agreement by giving notice ("Second Notice") to the Pond Professional, LLC and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in high the second notice is received by The Pond Professional, LLC
4. Federal and State regulations require that various time-use restrictions be observed for some treatments. THE Pond Professional, LLC will notify The Customer of such restrictions verbally, written and/or by posting the restrictions in several readily visible locations on the perimeter of each location on the perimeter of each location at the time of treatment. IT shall be The Customer's responsibility to observe the restrictions throughout the required period. The Customer understands and agrees that, notwithstanding any other provision of the agreement, The Pond Professional, LLC does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
5. The Pond Professional, LLC shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, Including Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming The Customer as "Additional Insured" may be provided at The Customer's request.
6. Neither party shall be responsible for damages, penalties or otherwise of any failure or delay in performance of any of it's obligations hereunder caused by strikes, riots, war, "Acts of God", accidents, governmental orders and regulations, curtailment of failure to obtain sufficient material, or other force major condition (Whether or not the same class or kind of those set forth above) eying its reasonable control and high, by exercise of due diligence, it is unable to overcome. Should The Pond Professional, LLC be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, The Pond Professional, LLC shall notify The Customer of said conditions and of the excess direct cost arising therefrom. The Customer shall have thirty (30) days after receipt of said notice to terminate this agreement by notifying The Pond Professional, LLC in writing.
7. The Customer warrants that he or she is authorized to execute the Land Management Agreement on behalf of the riparian owner and to hold The Pond Professional, LLC harmless for consequences of such service not arising out of the sole negligence of The Pond Professional, LLC.
8. The amount is firm for the entire term of this original agreement.
9. The Pond Professional, LLC agrees to hold The Customer harmless for an loss, damage or claim arising out of sole negligence of The Pond Professional, LLC. However, The Pond Professional, LLC shall in no event be liable to The Customer, or others for indirect, special or consequential damages resulting from any cause whatsoever.
10. The Pond Professional, LLC reserves the right to impose a service charge of 1 1/2 percent per month on past due balances and/or cancel the agreement.
11. Should The Customer become delinquent, The Pond Professional, LLC may place the account on hold for non-payment and The Customer will continue to be responsible for the agreed upon payment cycle investment amount even should the account be placed upon hold. Service may be re-instated once the entire part due balance has been received in full. Should it become necessary for The Pond Professional, LLC to bring action for collection of monies due and owing under this agreement, The Customer agrees to pay collection costs, including, but not limited to, reasonable attorney fees (Including those on appeal) and court costs, and all other expenses incurred by The Pond Professional, LLC resulting from collection action.
12. This agreement is assignable by The Customer upon prior written consent by The Pond Professional, LLC.
13. This agreement constitutes the entire agreement by the parties hero and no oral written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both The Pond Professional, LLC and The Customer.
14. This agreement shall renew at the end of each term for an additional twelve (12) month period unless either party gives written notice of termination or changes to the original agreement within thirty (30) days prior to the end of the relevant term.

Date: _____

The Customer (initials)

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Update on HOA/CDD

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations #148-151

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT
Payment Authorization 148-151

PA #	Description	Amount	Total
148	VGlobalTech		
		\$ 125.00	
			\$125.00
149	Impact Landscaping & Irrigation		
		\$ 6,334.38	
	McClatchy Company		
		\$ 164.50	
			\$6,498.88
150	Supervisor Fees - 09/08/2021 Meeting		
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
			\$ 1,000.00
151	FPL		
		\$ 42.86	
	PFM Group Consulting		
		\$ 3,750.00	
	VGlobalTech		
		\$ 125.00	
			\$3,917.86
		TOTAL	\$11,541.74

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Silverleaf CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service - 2014A1, 2019	Debt Service - 2014A2	Debt Service - 2018A	Construction Fund - 2014A,2019	Long Term Debt Group	Total
<u>Assets</u>							
<u>Current Assets</u>							
General Checking Account	\$198,498.86						\$198,498.86
Prepaid Expenses	4,796.12						4,796.12
Deposits	167.00						167.00
Debt Service Reserve 2014A1		\$23,187.50					23,187.50
Revenue Account 2014A		294,774.26					294,774.26
Revenue Account 2019A1		280,694.08					280,694.08
Interest Account 2019A1		0.06					0.06
Prepayment Acct. 2019A2		318,519.07					318,519.07
Prepayment Acct. 2019A1		99,244.39					99,244.39
Debt Service Reserve 2019A1		49,728.47					49,728.47
Prepayment Acct. 2014A1		3,224.48					3,224.48
Sinking Fund 2019A1		0.02					0.02
Sinking Fund 2019A2		0.02					0.02
Debt Service Reserve 2014A2			\$85,118.75				85,118.75
Prepayment Account 2014A2			11,297.93				11,297.93
Sinking Fund A2 Bond			0.01				0.01
Revenue 2018A Bond				\$157,109.32			157,109.32
Sinking Fund 2018A1 Bond				0.01			0.01
Interest 2018A1 Bond				0.03			0.03
Prepayment 2018A1 Bond				2,359.50			2,359.50
Debt Service Reserve 2018A1 Bond				103,471.76			103,471.76
Prepayment 2018A2 Bond				98,423.41			98,423.41
Acquisition/Construction 2019A					\$3,689,583.33		3,689,583.33
Total Current Assets	\$203,461.98	\$1,069,372.35	\$96,416.69	\$361,364.03	\$3,689,583.33	\$0.00	\$5,420,198.38

Silverleaf CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service - 2014A1, 2019	Debt Service - 2014A2	Debt Service - 2018A	Construction Fund - 2014A,2019	Long Term Debt Group	Total
<u>Investments</u>							
Amount Available in Debt Service Funds						\$1,527,153.07	\$1,527,153.07
Amount To Be Provided						10,132,846.93	10,132,846.93
Total Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,660,000.00	\$11,660,000.00
Total Assets	<u>\$203,461.98</u>	<u>\$1,069,372.35</u>	<u>\$96,416.69</u>	<u>\$361,364.03</u>	<u>\$3,689,583.33</u>	<u>\$11,660,000.00</u>	<u>\$17,080,198.38</u>
<u>Liabilities and Net Assets</u>							
<u>Current Liabilities</u>							
Accounts Payable	\$2,935.39						\$2,935.39
Total Current Liabilities	\$2,935.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,935.39
<u>Long Term Liabilities</u>							
Revenue Bonds Payable LongTerm						\$11,660,000.00	\$11,660,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,660,000.00	\$11,660,000.00
Total Liabilities	<u>\$2,935.39</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$11,660,000.00</u>	<u>\$11,662,935.39</u>

Silverleaf CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service - 2014A1, 2019	Debt Service - 2014A2	Debt Service - 2018A	Construction Fund - 2014A,2019	Long Term Debt Group	Total
<u>Net Assets</u>							
Net Assets, Unrestricted	(\$4,139.20)						(\$4,139.20)
Net Assets - General Government	160,692.89						160,692.89
Current Year Net Assets - General Government	43,972.90						43,972.90
Net Assets, Unrestricted		\$786,923.82					786,923.82
Current Year Net Assets, Unrestricted		282,448.53					282,448.53
Net Assets, Unrestricted			\$118,741.72				118,741.72
Current Year Net Assets, Unrestricted			(22,325.03)				(22,325.03)
Net Assets, Unrestricted				\$606,303.93			606,303.93
Current Year Net Assets, Unrestricted				(244,939.90)			(244,939.90)
Net Assets, Unrestricted					\$7,421,129.53		7,421,129.53
Current Year Net Assets, Unrestricted					(3,681,546.20)		(3,681,546.20)
Net Assets - General Government					(50,000.00)		(50,000.00)
Total Net Assets	<u>\$200,526.59</u>	<u>\$1,069,372.35</u>	<u>\$96,416.69</u>	<u>\$361,364.03</u>	<u>\$3,689,583.33</u>	<u>\$0.00</u>	<u>\$5,417,262.99</u>
Total Liabilities and Net Assets	<u>\$203,461.98</u>	<u>\$1,069,372.35</u>	<u>\$96,416.69</u>	<u>\$361,364.03</u>	<u>\$3,689,583.33</u>	<u>\$11,660,000.00</u>	<u>\$17,080,198.38</u>

Silverleaf CDD
Statement of Activities
As of 9/30/2021

	General Fund	Debt Service - 2014A1, 2019	Debt Service - 2014A2	Debt Service - 2018A	Construction Fund - 2014A,2019	Long Term Debt Group	Total
<u>Revenues</u>							
On-Roll Assessments	\$144,311.44						\$144,311.44
Off-Roll Assessments	68,982.80						68,982.80
Other Income & Other Financing Sources	0.07						0.07
On-Roll Assessments		\$225,445.72					225,445.72
Off-Roll Assessments		520,974.51					520,974.51
Other Assessments		1,630,084.91					1,630,084.91
Inter-Fund Group Transfers In		(159,974.87)					(159,974.87)
Other Assessments			\$87,809.75				87,809.75
Inter-Fund Group Transfers In			180,850.20				180,850.20
On-Roll Assessments				\$131,238.18			131,238.18
Off-Roll Assessments				107,839.85			107,839.85
Other Assessments				497,321.99			497,321.99
Inter-Fund Transfer				(6,009.64)			(6,009.64)
Inter-Fund Transfers In					(\$14,865.69)		(14,865.69)
Total Revenues	<u>\$213,294.31</u>	<u>\$2,216,530.27</u>	<u>\$268,659.95</u>	<u>\$730,390.38</u>	<u>(\$14,865.69)</u>	<u>\$0.00</u>	<u>\$3,414,009.22</u>
<u>Expenses</u>							
Supervisor Fees	\$11,600.00						\$11,600.00
Public Officials' Insurance	2,785.00						2,785.00
Trustee Services	13,319.28						13,319.28
Management	35,000.00						35,000.00
Engineering	9,437.50						9,437.50
Dissemination Agent	15,000.00						15,000.00
District Counsel	5,531.00						5,531.00
Assessment Administration	12,500.00						12,500.00
Reamortization Schedules	625.00						625.00
Audit	5,500.00						5,500.00
Postage & Shipping	187.09						187.09
Legal Advertising	1,589.56						1,589.56
Miscellaneous	307.10						307.10
Web Site Maintenance	2,400.00						2,400.00
Dues, Licenses, and Fees	175.00						175.00
Electric	1,048.48						1,048.48
General Insurance	3,404.00						3,404.00
General Repair & Maintenance	191.50						191.50

Silverleaf CDD
Statement of Activities
As of 9/30/2021

	General Fund	Debt Service - 2014A1, 2019	Debt Service - 2014A2	Debt Service - 2018A	Construction Fund - 2014A,2019	Long Term Debt Group	Total
Irrigation	2,402.25						2,402.25
Landscaping Maintenance & Material	23,421.90						23,421.90
Landscape Improvements	22,716.75						22,716.75
Hardscape Maintenance	180.00						180.00
Principal Payment - 2014A1 Bond		\$40,000.00					40,000.00
Principal Payment - 2019A1 Bond		185,000.00					185,000.00
Principal Payment - 2019A2 Bond		1,250,000.00					1,250,000.00
Interest Payments - 2014A1 Bond		33,318.76					33,318.76
Interest Payments - 2019A1 Bond		154,207.50					154,207.50
Interest Payments - 2019A2 Bond		271,600.00					271,600.00
Principal Payments - 2014A2 bond			\$150,000.00				150,000.00
Interest Payments - 2014A2 bond			140,990.64				140,990.64
Principal Payment - 2018A1 Bond				\$45,000.00			45,000.00
Principal Payment - 2018A2 Bond				725,000.00			725,000.00
Interest Payment - 2018A1 Bond				126,953.75			126,953.75
Interest Payment - 2018A2 Bond				78,396.25			78,396.25
Contingency					\$3,666,904.62		3,666,904.62
Total Expenses	\$169,321.41	\$1,934,126.26	\$290,990.64	\$975,350.00	\$3,666,904.62	\$0.00	\$7,036,692.93
<u>Other Revenues (Expenses) & Gains (Losses)</u>							
Interest Income		\$44.52					\$44.52
Interest Income			\$5.66				5.66
Interest Income				\$19.72			19.72
Interest Income					\$224.11		224.11
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$44.52	\$5.66	\$19.72	\$224.11	\$0.00	\$294.01
Change In Net Assets	\$43,972.90	\$282,448.53	(\$22,325.03)	(\$244,939.90)	(\$3,681,546.20)	\$0.00	(\$3,622,389.70)
Net Assets At Beginning Of Year	\$156,553.69	\$786,923.82	\$118,741.72	\$606,303.93	\$7,371,129.53	\$0.00	\$9,039,652.69
Net Assets At End Of Year	\$200,526.59	\$1,069,372.35	\$96,416.69	\$361,364.03	\$3,689,583.33	\$0.00	\$5,417,262.99

Silverleaf CDD
Budget to Actual
For the Month Ending 09/30/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
On-Roll Assessments	\$ 144,311.44	\$ 206,948.00	\$ (62,636.56)	\$ 206,948.00
Off-Roll Assessments	68,982.80	-	68,982.80	-
Other Income & Other Financing Sources	0.07	-	0.07	-
Carry Forward Revenue	154,991.66	30,000.00	124,991.66	30,000.00
Net Revenues	\$ 368,285.97	\$ 236,948.00	\$ 131,337.97	\$ 236,948.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 11,600.00	\$ 12,000.00	\$ (400.00)	\$ 12,000.00
Public Officials' Insurance	2,785.00	2,846.00	(61.00)	2,846.00
Trustee Services	13,319.28	6,500.00	6,819.28	6,500.00
Management	35,000.00	35,000.00	-	35,000.00
Engineering	9,437.50	5,000.00	4,437.50	5,000.00
Dissemination Agent	15,000.00	15,000.00	-	15,000.00
District Counsel	5,531.00	15,000.00	(9,469.00)	15,000.00
Assessment Administration	12,500.00	12,500.00	-	12,500.00
Reamortization Schedules	625.00	750.00	(125.00)	750.00
Audit	5,500.00	5,250.00	250.00	5,250.00
Postage & Shipping	187.09	200.00	(12.91)	200.00
Legal Advertising	1,589.56	1,000.00	589.56	1,000.00
Miscellaneous	307.10	500.00	(192.90)	500.00
Web Site Maintenance	2,400.00	2,700.00	(300.00)	2,700.00
Dues, Licenses, and Fees	175.00	175.00	-	175.00
Electric	1,048.48	2,500.00	(1,451.52)	2,500.00
Wetlands Maintenance Reserve	-	5,000.00	(5,000.00)	5,000.00
Wetlands Monitoring	-	13,000.00	(13,000.00)	13,000.00
70% to Stormwater	-	21,000.00	(21,000.00)	21,000.00
Lake Repair	-	4,410.00	(4,410.00)	4,410.00
General Insurance	3,404.00	3,479.00	(75.00)	3,479.00
General Repair & Maintenance	191.50	5,000.00	(4,808.50)	5,000.00
Irrigation	2,402.25	4,800.00	(2,397.75)	4,800.00
Lake Maintenance	-	21,360.00	(21,360.00)	21,360.00
Landscaping Maintenance & Material	23,421.90	27,978.00	(4,556.10)	27,978.00
Landscape Improvements	22,716.75	5,000.00	17,716.75	5,000.00
30% to Hardscape	180.00	9,000.00	(8,820.00)	9,000.00
Total General & Administrative Expenses	\$ 169,321.41	\$ 236,948.00	\$ (67,626.59)	\$ 236,948.00
Total Expenses	\$ 169,321.41	\$ 236,948.00	\$ (67,626.59)	\$ 236,948.00
Net Income (Loss)	\$ 198,964.56	\$ -	\$ 198,964.56	\$ -