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 12, 2022, at 12:15 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: 790 562 990 #

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 14, 2022, Board of Supervisors Meeting
- 2. Consideration of Audit Engagement Letter from Grau & Associates
- 3. Consideration of Proposals for District Counsel Services
 - a. KE Law Group
 - b. Person, Cohen, Mooney, Fernandez & Jackson
 - c. Blalock Walters
- 4. Review and Consideration of Kaye Bender Rembaum, P.L. Retainer Letter
- 5. Discussion Pertaining to Annual Wetland Mitigation Services
- 6. Ratification of Payment Authorization #175
- 7. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments
- Supervisors Requests

<u>Adjournment</u>



SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT

September 14, 2022, BOS Meeting Minutes

MINUTES OF MEETING

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING MINUTES Wednesday, September 14, 2022, at 10:30 a.m. 8141 Lakewood Main Street, Bradenton. FL 34202

Board Members in attendance via conference call or in person:

Paul Gressin Chairperson

Dale Weidemiller Assistant Secretary (via phone)

Lawrence Powell Vice Chairperson
Jackie Miller Assistant Secretary

Also present via conference call or in person:

Venessa Ripoll District Manager- PFM Group Consulting LLC (via phone)

Vivian Carvalho District Manager- PFM Group Consulting LLC

Rick Montejano Accountant- PFM Group Consulting LLC (via phone)
Jorge Jimenez ADM- PFM Group Consulting LLC (via phone)
Pam Curran Neal Communities (via phone)
Mike Ferdinand ZNS Engineering (via phone)

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The Board of Supervisors' Meeting of the Silverleaf Community Development District was called to order at 10:35 a.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above either in person or via speakerphone.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

General Business Matters

Consideration of the Minutes of the August 10, 2022, Board of Supervisors Meeting

The Board reviewed the Minutes of the August 10, 2022, Board of Supervisors' Meeting.

ON MOTION by Mr. Powell, seconded by Ms. Miller, with all in favor, the Board approved the Minutes of the August 10, 2022, Board of Supervisors Meeting.

Review of Memo from Supervisor Dale Weidemiller

It was noted for the record that this Memo was received by the Board of Supervisors Mr. Weidemiller. There was no further action required by the Board at this time.

Review and Consideration of Kaye Bender Rembaum, P.L, Retainer Letter

The Board decided to move this discussion to a later point during the meeting.

Discussion and Consideration of RFP for District Counsel Services

Ms. Carvalho explained that the current District Counsel had felt strongly about terminating their services for Silverleaf, she explained that the District can obtain proposals from different companies that they can bring to the Board for consideration. Ms. Carvalho would reach out to the two companies suggested in a previous email sent to the Board and will request a response by the next Board Meeting in October. There was no further action required by the Board at this time.

Review and Acceptance of Stormwater Needs Analysis Report

Ms. Carvalho noted this new Statute requirement that went into effect on January 1, 2022, for the first report due by July 1, 2022 and every 5 years thereafter. The report is currently being finalized with the District Engineer.

ON MOTION by Mr. Gressin, seconded by Mr. Powell, with all in favor, the Board accepted the Stormwater Needs Analysis Report for the record keeping.

Review and Consideration of Eco-Logic Services Proposal, Cleanup of Select Wetland Buffer There was a lengthy discussion concerning the proposal and the need for the service to be provided. The Board wanted to discuss the map that was drawn up for this service in April 2019. Mr. Powell suggested moving forward with this proposal knowing that the CDD is responsible for that area of wetlands.

ON MOTION by Mr. Powell, seconded by Ms. Miller, with all in favor, the Board approved the Eco-Logic Services Proposal, Cleanup of Selected Wetland Buffer.

Ratification of Payment Authorization #172 - #174

The Board reviewed Payment Authorizations #172 - #174.

ON MOTION by Mr. Powell, seconded by Mr. Gressin, with all in favor, the Board ratified Payment Authorizations #172 - #174.

Review of District Financial Statements

The Board reviewed the Financial Statements as of August 31, 2022.

ON MOTION by Mr. Powell, seconded by Ms. Miller, with all in favor, the Board accepted the Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- Not present.

District Engineer- No report.

District Manager- Ms. Carvalho stated that the next meeting is scheduled for October

12, 2022, at 12:15 p.m. She also suggested having previous District

Counsel at the next meetings during the transition period.

Audience Comments and Supervisor Requests

Mr. Weidemiller suggested looking at options for a new meeting location.

FOURTH ORDER OF BUSINESS

Adjournment

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

ON	MOTIO	N by Ms.	Mill	er, s	econde	d by	/ Mr. Powell,	with	all in	favor, the	September
14,	2022,	Meeting	of	the	Board	of	Supervisors	of	the	Silverleaf	Community
Development District was adjourned at 11:07 a.m.											

Secretary/Assistant Secretary	Chairperson/Vice Chairperson

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT

Audit Engagement Letter Grau & Associates



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

September 19, 2022

To Board of Supervisors Silverleaf Community Development District 3501 Quadrangle Blvd., Ste. 270 Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Silverleaf Community Development District, Manatee County, Florida ("the District") for the fiscal year ended September 30, 2022 and 2023. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Silverleaf Community Development District as of and for the fiscal year ended September 30, 2022 and 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 and 2023 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or othermatter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions

taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING LLC., 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900, RECORDREQUEST@PFM.COM.

Our fee for these services will not exceed \$4,600 and \$4,700 for the September 30, 2022 and 2023 audit unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than March 1st, 2023, with the final audit report to be completed by March 15th, 2023. All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2022 must be provided to us no later than December 1, 2022, in order for us to deliver a draft audit to the District no later than March 1, 2023. If the draft is timely reviewed by management, the final audit will be provided no later than March 15th, 2023.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Silverleaf Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter, with any addendum if applicable, constitutes the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties.

This letter, with any addendum if applicable, constitutes the complete and exclusive statement of the agreem between Grau & Associates and the District with respect to the terms of the engagement between the parties.
Very truly yours,
Grau & Associates
on In
Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Silverleaf Community Development District.

Title:	Ву:		
Data	Title:		
Dale.	Date:		





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

February 20, 2020

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent. System Review of your firm. The due date for your next review is. December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely, FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 571202

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT

District Counsel Proposals

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT

KE Law Group

PROPOSAL FOR DISTRICT COUNSEL SERVICES



SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA



Why KE Law Group?

On behalf of KE Law Group, PLLC ("KE LAW"), we appreciate the opportunity to submit this proposal to provide legal representation to the Silverleaf Community Development District ("District"). KE LAW is a professional limited liability company with its practice focused in the areas of special districts, construction law, governmental law, public contract law, ethics and related areas.

In July of 2021, three entrepreneurial minded partners, Jere Earlywine, Jennifer Kilinski and Roy Van Wyk, with nearly six decades of combined years of experience, started the law firm of KE Law Group, PLLC, with the intent to focus exclusively on the needs of clients in a nimble and innovative environment. Within the first twelve months of operations, KE LAW has grown to 14 employees, including eight lawyers, three paralegals, and administrative support staff. Our growth is in direct response to the confidence our clients have put in our attorneys' depth of experience and the quality of our legal services. KE LAW prides itself on efficiency, responsiveness and creative strategic thinking.

We serve clients throughout all of Florida. We have two offices: one is located in Florida's Capital City of Tallahassee, where we have access to all state administrative offices, the Florida Legislature and other regulatory agencies important to our clients. The second office is located in Tampa and includes three attorneys, which reflects our successful growth and client-focus, and provides us a strategic local office to serve the District.

KE LAW is a unique law firm. Its founders created KE LAW with the mission to provide excellent, solution-oriented legal counseling services focused on representing special districts – singularly focused on our area of expertise. Our goal is to deliver the legal counsel that achieves the desired results to make your District, and your business, successful. We do that by listening, collaborating, strategizing and bringing the strength of our decades of experience and legal expertise to bear on your objectives. We commit ourselves to being, hiring and training the best attorneys in our practice area, so that you can be the best in your business area.

The attorneys at KE LAW have experience representing various types of special districts, including stewardship districts, improvement districts, community development districts and others, in virtually every part of our home state of Florida. The competence and extensive experience of our lawyers is critical to providing the highest level of client service. We endeavor to recruit the best and most experienced lawyers and law students to our firm. Our attorneys' many awards and accolades demonstrate our "bench strength," including our many highly credentialed younger attorneys. When you hire KE LAW, you hire a legal team with decades of experience at various levels of government and in virtually every part of our state.





Personnel and Other Resources

KE LAW has eight attorneys who personally spend 100% of their legal practice in the area of special districts. These include three partners (Jere Earlywine, Jennifer Kilinski, and Roy Van Wyk), and five associate attorneys (Lauren Gentry, Meredith Hammock, Grace Kobitter, Marisa O'Connor and Ashley Ligas). Our combination of knowledge and experience means that our lawyers can provide services efficiently, and we offer flexible and competitive pricing arrangements based on client needs and circumstances. To ensure responsiveness, we are able to work in small teams, while keeping costs low by using an associate attorney or paralegal where appropriate. At present, we have three paralegals in our firm that, combined, also have thirty years of special district paralegal experience. We are known for our bench strength.

As partners, we are personally invested with our names on the firm, and it is our commitment to provide proactive, business-minded and timely legal counsel to address your business objectives. As partners, we also control the firm's personnel and resource assignments to ensure each client receives the personal and professional counsel needed for their unique circumstance. Additional information about us can be found at www.kelawgroup.com.





Experience with Special Districts

The firm's founding members, Jennifer Kilinski, Roy Van Wyk and Jere Earlywine, were former partners with Hopping Green & Sams, PA, which firm had provided clients with advice regarding the operation of community development districts since 1985. Lawyers from our firm presently serve as general counsel to nearly two hundred special district and similar clients throughout Florida and have established, and are currently establishing, a number of others. We regularly address all facets of legal issues affecting special districts, including establishment at city, county and state levels, public finance, procurement, acquisitions, rulemaking, open meetings and records, ethics, real property conveyances, contracts, construction, boundary amendments, mergers, assessments, foreclosure, and other such issues. There are few issues our lawyers have not faced.

We currently represent several districts in the greater Tampa area of Florida including seventy-six (76) districts in Hillsborough, Pasco, Polk, Manatee, and Hernando Counties. Several of our clients own and operate multiple amenities and are home to thousands of residents. Our lawyers are familiar with best practices in amenity management legal considerations, policies and procedures, operations and other related matters and have performed due diligence (i.e. ownership and maintenance responsibilities) research for all of our districts.





Understanding the Scope of Work

In our work as general counsel to special districts, we provide necessary legal services for a wide range of needs. This work varies widely by project but usually includes (1) advice on governmental meetings, ethics, and procurement matters, (2) assistance with maintenance contracts and activities, and (3) other legal needs of the district.

In addition to our attendance at Board meetings, our firm works with the Board and District staff to prepare the Board meeting agendas, participate in agenda conference calls, and prepare various documents for distribution in the agenda packages. After a Board meeting, we

will follow-up with the Board and District staff to address any outstanding issues and answer any questions raised at the Board meeting. We are also available by phone or email to promptly resolve issues that arise between meetings.

Our firm's experience in proactively counseling community development districts gives us insight on how to prevent expensive ligation. Often, thoughtful actions taken at the earliest stages of a dispute can save tens of thousands of unbudgeted dollars. However, not all litigation can or should be avoided, and if required, we can provide experienced litigation referrals for the District to consider.



Conclusion

As mentioned previously, we represent numerous community development districts and independent special districts throughout the state. We believe that our experience and resources allow us to represent our clients with a high degree of professionalism and cost effectiveness that is unique to our firm. Please take a moment to further review our qualifications at www.kelawgroup.com. We would be happy to talk with you about or qualifications and experience and can be reached at 850-508-2335. We look forward to hearing from you.





Jennifer L. Kilinski

KE Law Group, PLLC 2016 Delta Blvd, Suite 101 Tallahassee, Florida 32303 (850) 508-2335 Jennifer@kelawgroup.com

Experience

- General Counsel to a number of special districts on a variety of matters including public finance, public procurement, open government and ethics, construction and real property transactions.
- Represents clients before state agency and local government boards and commissions including county and city commissions, Florida Land and Water Adjudicatory Commission, and regulatory agencies.
- Represents special districts and landowners before local governments regarding the establishment of community development districts and development issues and in complex construction transactions.
- Represents clients before regulatory agencies, such as the Commission on Ethics,
 Department of Business and Professional Regulation and Department of Health for various licensing and procedural matters.
- Provided legislative monitoring and support to special districts in conjunction with Legislative Session.

Education

- Florida State University, J.D., 2009, Magna Cum Laude (Order of the Coif)
- Florida State University, M.A., 2006, Summa Cum Laude (first in class)
- University of Texas, B.S., 2003, Summa Cum Laude (first in class)

Bar & Court Admissions; Certifications

• Florida, 2009



K. Grace Kobitter

KE Law Group, PLLC 138 E. Bloomingdale Avenue, Suite 2 Brandon, Florida 33511 Grace@kelawgroup.com

Experience

- Represents special districts in matters relating to contracting, real property, public procurement, ethics, finance, and construction.
- Formerly practiced in the areas of trucking, casualty, and premises liability, defending trucking companies, retailers, and other businesses in various tort claims involving negligence, catastrophic injury, and wrongful death.
- Served as a federal judicial intern in the Middle District of Florida, Tampa Division for the Honorable Anthony E. Porcelli.

Education

- Stetson University College of Law, J.D., Cum Laude (2020)
- Transylvania University, B.A., Psychology (2016)
- Stetson Law Review, Notes & Comments Editor

Bar & Court Admissions

- Florida, 2020
- U.S. District Court, Middle District of Florida
- U.S. District Court, Southern District of Florida



KE LAW GROUP, PLLC FEE AGREEMENT SILVERLEAF CDD

I. PARTIES

THIS AGREEMENT ("Agreement") is made and entered into by and between the following parties:

- A. Silverleaf Community Development District ("Client")
 c/o PFM Group Consulting, LLC
 3501 Quadrangle Boulevard, Suite 270
 Orlando, FL 32817
 and
- B. KE Law Group, PLLC ("KE Law")
 P.O. Box 6386
 Tallahassee, Florida 32314

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KE Law as its general legal counsel.
- B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

III. FEES

- A. The Client agrees to compensate KE Law for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual KE Law lawyers set forth herein, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). The hourly rates will be \$350-\$400 per hour for partners, \$275-\$300 per hour for associates and \$175-\$190 per hour for paralegals.
- B. To the extent practicable and consistent with the requirements of sound legal representation, KE Law will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. KE Law's hourly billing rates are reevaluated annually. Any increases in hourly rates shall require Client consent.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the Client File will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the Client File, unless KE Law is provided a written request from the Client requesting return of the Client File, to which KE Law will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. CONFLICTS

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

VII. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

VIII. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

IX. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

SILVERLEAF CDD	KE LAW GROUP, PLLC
	Jennifes Kilinski
Ву:	By: Jennifer Kilinski
Its: Chairperson	Its: Authorized Member
Date:	Date: October 12, 2022

ATTACHMENT A

KE LAW GROUP, PLLC EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

<u>Facsimile</u>. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

<u>Travel</u>. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS mileage reimbursement rates.

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc. are billed at actual cost.

<u>Word Processing and Secretarial Overtime</u>. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT

Person, Cohen, Mooney, Fernandez & Jackson

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PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.

ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**
Andrew H. Cohen
Kelly M. Fernandez*
Maggie D. Mooney*
R. David Jackson*
Regina A. Kardash*
Lori M. Dorman∞

Telephone (941) 306-4730 Facsimile (941) 306-4832 Email: acohen@flgovlaw.com

* Board Certified City, County and Local Government Law

** Of Counsel

∞ Also licensed in Colorado

Reply to: Venice

September 27, 2022

Ms. Vivian Carvalho
PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817
VIA E-MAIL TO carvalhov@pfm.com

RE: Silverleaf Community Development District

Dear Vivian:

On behalf of the law firm of Persson, Cohen, Mooney, Fernandez & Jackson, P.A., please allow this correspondence to serve as our proposal to provide District Attorney services for the Silverleaf Community Development District. Our firm and I greatly appreciate the opportunity of being considered for this position.

Persson, Cohen, Mooney, Fernandez & Jackson, P.A., currently has two (2) offices, one in Venice and one in Lakewood Ranch. The firm was established in 2002 under the name of Persson & Cohen, P.A., and most recently changed its name to Persson, Cohen, Mooney, Fernandez & Jackson, P.A., in January 2022. I have been practicing law for over twenty-five (25) years and have been an attorney with the firm since its inception. During

that time, I, and other members of the firm, have represented numerous local government clients throughout the southwest Florida region. In fact, most of our firm's attorneys have been practicing local government law for well over ten (10) years. We currently have six (6) attorneys working full-time for our firm while Mr. Persson is semi-retired but maintains an "Of Counsel" affiliation with the firm.

Our Firm currently represents twenty-eight (28) community development districts across southwest Florida, with our primary focus on resident-controlled districts. In addition, our firm serves as counsel to several other local government entities and special districts including Holiday Park Recreation District, Tri-Par Estates Park & Recreation District and various fire districts. Further, Ms. Fernandez is the City Attorney for the City of Venice and Ms. Mooney is the Town Attorney for the Town of Longboat Key, while Ms. Kardash is the Town Attorney for the Towns of Indian Shores and Belleair Shore.

Currently, approximately ninety percent (90%) of my personal practice is dedicated to local government work for the firm's community development district and other special district clients. My legal practice, along with the practices of my colleagues, concentrates on the areas required by Silverleaf Community Development District including, but not limited to, attending Board meetings, preparing and reviewing contracts and other legal documents, providing legal opinions, research, coordination of District versus HOA rights and responsibilities, and handling matters related to public records and the Sunshine Law. In addition, I have performed numerous bond validations and represented multiple community development districts in the issuance and refinancing of bonds as well as the implementation and revisions to assessments for both bond debt and operations and maintenance.

If provided the opportunity to represent the District, I would serve as primary counsel and David Jackson would serve as my primary back-up. I work out of our firm's Lakewood Ranch office. I would respectfully submit that our firm's proximity and background in representing community development districts and other local government entities would be an asset and benefit to our representation of Silverleaf Community Development District.

Our firm would propose services to the District on an hourly basis. The rate of compensation for most work that we would perform including, but not limited to, contract review, research, consulting, and attendance at meetings would be \$305.00 per hour for attorney time (applicable to all attorneys in our firm). We will not bill the District for travel time for attendance at regular meetings and we do not bill clients for incidental costs. We do not require a retainer. Bond related transactions would typically be billed on a flat rate.

Enclosed with this letter are resumes for myself and David Jackson. In addition, a list of the firm's community development district clients is also enclosed, along with a list of

other special districts and local governments our firm currently represents. A list of references with contact information is also enclosed.

Persson, Cohen, Mooney, Fernandez & Jackson, P.A., would like to thank you and the Board of Supervisors for your consideration of our firm's proposal. We hope to have the opportunity to discuss our potential representation of the Silverleaf Community Development District further and to answer any additional questions you or the Board of Supervisors may have.

Sincerely,

Andrew H. Cohen Signed electronically

AHC:mk Encls.

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PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.

ATTORNEYS AND COUNSELORS AT LAW

ANDREW H. COHEN

6853 Energy Court, Lakewood Ranch, Florida 34240 Tel: (941) 306-4730 Fax: (941) 306-4832 E-Mail: acohen@flgovlaw.com

Practice areas include: Governmental Law, Special Districts and Community Association collections

Education:

University of Florida College of Law Gainesville, Florida Juris Doctorate, 1996

New College (Honors College for the State University System) Sarasota, Florida B.A. Political Science, 1993

Qualifications:

- Over 25 years of legal practice
- Representation of multiple special districts across Southwest Florida
- Representation of numerous community associations in the collection of past-due assessments
- Lecturer on community association collections and Florida's Public Records, Ethics and Sunshine laws

Affiliations:

- Florida Bar Association; Sarasota County Bar Association
- Former Trustee of the Hershorin Schiff Community Day School Board of Trustees

Awards:

Evan J. Yegelwel Book Award in Environmental Law, Spring 1996



PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.

ATTORNEYS AND COUNSELORS AT LAW

R. DAVID JACKSON

6853 Energy Court, Lakewood Ranch, Florida 34240 Tel: (941) 244-5351 E-Mail: djackson@flgovlaw.com

Practice areas include: Governmental Law, Special Districts and Environmental Law

Education:

Stetson University College of Law Gulfport, Florida Juris Doctorate, 1999

University of Florida Gainesville, Florida B.S. Civil Engineering, 1994

Qualifications:

- Board Certified in City, County and Local Government Law
- Over 20 years of legal practice
- Representation of public and private clients on a variety of issues including, but not limited to, civil and administrative proceedings
- Lecturer on Florida's Public Records and Sunshine Laws
- Formerly served as Assistant General Counsel to the Southwest Florida Water Management District

Affiliations:

Florida Bar Association United States Patent and Trademark Office, registered Attorney Chair – Leadership Manatee Board of Governors Member, Executive Board of Directors – United Soccer Association

Community Development District List

Aqua One Community Development District Bradenton, Florida Lake St. Charles Community Development District Riverview, Florida Bobcat Trail Community Development District North Port, Florida Lakewood Ranch Community Development Dist. 2 Lakewood Ranch, Florida Covington Park Community Development District Apollo Beach, Florida Lakewood Ranch Community Development Dist. 4 Lakewood Ranch, Florida Cross Creek Community Development District Bradenton, Florida Lakewood Ranch Community Development Dist. 5 Lakewood Ranch, Florida Cypress Creek of Hillsborough County Community Development District Lakewood Ranch Community Development Dist. 6 Wimauma, Florida Lakewood Ranch, Florida Eastlake Oaks Community Development District Legends Bay Community Development Dist. Oldsmar, Florida Bradenton, Florida Easton Park Community Development District Lexington Community Development District Tampa, Florida Parrish, Florida Greyhawk Landing Community Development Dist. Meadow Pointe II Community Development District Bradenton, Florida Wesley Chapel, Florida Heritage Lake Park Community Development Dist. Paseo Community Development District Port Charlotte, Florida Fort Myers, Florida Heritage Harbour South Comm. Development Dist. Stoneybrook at Venice Community Development District Bradenton, Florida Venice, Florida Heritage Isles Community Development District University Place Community Development Dist. Tampa, Florida Bradenton, Florida Heritage Oak Park Community Development Dist. Venetian Community Development District Port Charlotte, Florida Venice, Florida Highlands Community Development District Waterlefe Community Development District

Bradenton, Florida

Hillsborough, Florida

Tampa, Florida

Ft. Myers, Florida

K-Bar Ranch II Community Development District

Laguna Lakes Community Development District

Fire Districts

Bonita Springs Fire Control & Rescue District Collier County, Florida

Cedar Hammock Fire Control District Manatee County, Florida

East Manatee Fire Rescue District Manatee County, Florida

Lealman Fire District
Pinellas County, Florida

Manatee County Fire Chief Association Manatee County, Florida

North River Fire District
Manatee County, Florida

Southern Manatee Fire District Manatee County, Florida

Trailer Estates Fire Control District Manatee County, Florida

West Manatee Fire Rescue District Manatee County, Florida

Other Special Districts

Holiday Park - Park and Recreation District Sarasota County, Florida

Longboat Key Beach Erosion Control District A (Beachside) Longboat Key, Florida

Longboat Key Beach Erosion Control District B (Bayside) Longboat Key, Florida

Tri-Par Estates Park & Recreation District Sarasota County, Florida

Westchester Special Dependent District Hillsborough County, Florida

Firm Municipal Clients

- City Attorney for Belleair Shore Pinellas County, Florida
- Town Attorney for Town of Longboat Key Longboat Key, Florida
- City Attorney for City of Venice Venice, Florida
- City Attorney for Town of Indian Shores Pinellas County, Florida
- Special Magistrate for City of Bradenton Manatee County, Florida
- Special Counsel for City of North Port Sarasota County, Florida
- Special Magistrate for City of Palmetto Manatee County, Florida
- Board Counsel for City of Punta Gorda Building Board Charlotte County, Florida
- Manatee County Hearing Officer
 Manatee County, Florida
- Board Attorney for City of Sarasota Nuisance Abatement Board Sarasota, Florida

REFERENCES

Kenneth Bumgarner, Chairman Waterlefe Community Development District Bradenton, Florida Phone – 941-748-2107 ken@waterlefecdd.com

Steven H. Zielinski, Executive Director Lakewood Ranch Community Development District Lakewood Ranch, Florida Phone – 941-907-0202 Steve.zielinski@lwrtownhall.com

Richard Bracco, Chairman Venetian Community Development District North Venice, Florida Phone – 631-807-1956 rdbracco@vcdd.org

Blalock Walters



September 26, 2022

Via E-mail Delivery(carvalhov@pfm.com)

Silverleaf Community Development District c/o Vivian Carvalho, District Manager PFM Group Consulting, LLC 3501 Quadrangle Blvd, Suite 270 Orlando, FL 32817

Re: Silverleaf Community Development District

Dear Vivian:

It is my pleasure, on behalf of Blalock Walters, P.A., to provide this proposal to serve as general counsel to the Silverleaf Community Development District.

Blalock Walters is one of the longest standing law firms on the west coast of Florida, dating back to the early 1920s, and currently has twenty-nine practicing attorneys. The firm has a broad base of legal expertise in many areas of civil practice, but with particular expertise in local government matters. The firm has seven (7) attorneys who are Board Certified by the Florida Bar in six different fields of law, including City, County and Local Government Law, Real Estate, Tax Law, Business Litigation, Health Care Law and Wills, Trusts and Estates. Fifteen (15) of the firm's attorneys are AV® PreeminentTM Peer Review Rated by Martindale-Hubbell. Blalock Walters also earned "Best Law Firms" ranking by U.S. News & World Report and Best Lawyers® for the past eight consecutive years (2015-2022).

The Firm has Local Government, Land Use, Labor & Employment, Real Estate, and Litigation Departments that work together to serve the needs of its local government clients. I would be the primary attorney for the Silverleaf CDD. My practice includes local government representation and land use law, including municipal, special district, community development district, interlocal government and school district representation. I am the lead attorney for several special districts including the Copperstone CDD and University Park Recreation District. In the private sector, I regularly represent developer clients in all aspects of the land use, zoning and permitting process. I am Board Certified in City, County and Local Government Law by The Florida Bar, hold an "AV" rating from Martindale-Hubbell and have practiced local government law for nearly 40 years.

Marisa Powers would serve as my primary back up in the event of an unexpected absence. Marisa has been practicing law for over 15 years with an emphasis on litigation and local

mbarnebey@blalockwalters.com

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government law. Scott Rudacille, who is also a Board Certified City, County and Local Government Law attorney, is also available for consultation. Fred Moore, who is a Board Certified Business Litigator, would head any litigation efforts, should such need arise.

The firm would charge the District \$250.00 per hour for general counsel services. Litigation services, if needed, would be billed at \$300.00 per hour. Third party opinion letters involve an increased level of work and risk to the firm and the fees would be determined as they may arise. These rates are a significant reduction from the firm's standard rates, and would be adjusted annually based upon the CPI. Once we have a better understanding of the District's expectations and needs, we may be able to offer a flat monthly retainer for general counsel services.

With the experience of the attorneys in the office and the availability of extensive support staff, we believe Blalock Walters is uniquely qualified to provide legal services of the highest quality to the Silverleaf CDD at an economical cost.

On behalf of the firm, I look forward to working with you.

Very truly yours,

Blalock Walters, P.A.

Mark P. Barnebey

Board Certified in City, County and Local Government Law

MPB/cal

PRIMARY ATTORNEYS



Mark P. Barnebey, Esq., Principal Board Certified, City, County and Local Government Law

Mark Barnebey has 39 years in the practice of law and specializing in local government and land use law. Mark is Board Certified in City, County and Local Government Law by The Florida Bar.

Mark has experience representing municipalities, counties, and various other local government entities. He currently serves as City Attorney for the City of Palmetto, and counsel to several special districts in the region, including Copperstone Community Development District and two recreation special districts.

Mark has served as counsel to various local government entities, including serving as special counsel to Flagler County, special counsel for the Cities of Sarasota, Plant City and Gainesville, and general counsel for the Lakewood Ranch Inter-District Authority. He has also represented both public and private clients in various governmental and complex land use matters. For example, he has served as Hearing Officer on procurement matters for Hillsborough County and Special Magistrate for land use matters for Sarasota County and the Cities of Sarasota, Bonita Springs and Estero. This experience gives Mark invaluable perspective in responding to issues on behalf of his local government clients.

Previously, Mark served in the Manatee County Attorney's Office as the County's primary land use attorney. He served in this role for thirteen years, ultimately ascending to the position of Chief Assistant County Attorney. While at the County, Mark was instrumental in the drafting and adoption of the County's initial Comprehensive Plan in 1989, which earned statewide honors, as well as the implementing land development regulations and concurrency management system. During his tenure, Mark regularly advised the County Commission and staff on zoning and land

development issues, participated in hundreds of public hearings, and worked extensively in areas such as planning and infrastructure financing. He also served as lead counsel for Manatee County for numerous contracts and inter-local agreements and in several Chapter 120 administrative hearings and proceedings, including the controversial Orimulsion hearings.

Mark is recognized statewide for his expertise in both local government and land use law. He has published articles in a planning text book and a professional journal on impact fees and public hearings. He has also published articles on other governmental issues in other professional publications, and has spoken at seminars on a variety of issues, including comprehensive planning, impact fees, concurrency, property rights, Sunshine and Public Records laws, and quasi-judicial hearings.

Mark also has extensive land use experience having represented multinational companies regarding comprehensive planning, zoning and site plan matters. He has obtained project approvals for such diverse items as a 6,000 seat arena, a power plant and a new city.

Further, Mark has been the instructor on land use and zoning law at each of the 27 Florida Bar certification review courses preparing attorneys for the City, County, and Local Government Law Certification Examination. He is currently Chair-Elect for the Florida Municipal Attorney's Association. He is a Past Chair of The City, County, Local Government Law Section of The Florida Bar and the past State President of the Florida Planning and Zoning Association. Mark has been recognized for service by two diverse professional organizations. He was awarded the Ralph Marsicano Award from the City, County and Local Government Section of The Florida Bar for significant contributions to the practice of local government law in the state of Florida. This is the highest recognition given by this section of the Bar. He also has received the Paul S. Buchman Award for local government service from the City, County, and Local Government Law Section of the Florida Bar and several other recognitions including those for professionalism and ethics. He was awarded the George W. Simon, Jr. Award for his contributions to land use planning in the State of Florida by the Florida Planning and Zoning Association (FPZA). This is the highest recognition given by FPZA. The Barnebey Planning Studio and Lab at the Urban and Regional Planning Department at Florida State University is named in honor of Mark and his wife, Marianne.

Mark is AV Rated by Martindale-Hubbell, was recognized by Thomson Reuters for inclusion as a Florida Super Lawyer, and was recognized by Best Lawyers as 2023 "Land Use and Zoning Law "Lawyer of the Year" in the North Port-Sarasota-Bradenton metro area. He was named a "Good Hero" by SRQ Magazine for his philanthropic work with various state and area organizations.



Scott E. Rudacille, Esq., Principal
Board Certified, City, County and Local Government Law

Scott Rudacille is a Florida Board Certified Attorney in City, County and Local Government Law. Throughout his 17 years practicing law, he has experience serving a wide variety of governmental entities, including municipalities, community development districts, special districts, inter-local government, and school districts. Scott currently serves as the City Attorney for the City of Bradenton and is "AV" Rated by Martindale-Hubbell. He has lectured a number of times on such topics as the Sunshine Law, Public Records Act and Ethics for Public Officers, and the Local Development Process.

In his private sector practice, Scott represents developer clients in all aspects of land use, zoning and permitting. He has worked on a wide variety of projects, including schools, hotels, industrial uses, automobile dealership, commercial shopping centers, the redevelopment of a regional mall, residential subdivisions, 1,000-acre+ mixed-use projects, Developments of Regional Impact, and a hospital. Scott has been involved in hundreds of land use hearings in more than a dozen jurisdictions in west central Florida.

Scott earned his Bachelor of Science degree and his law degree, both with honors, from the University of Florida.



Marisa J. Powers, Esq., Associate
Local Government, Land Use and Business Litigation

Marisa Powers will provide counsel to Silverleaf CDD on Local Government, Land Use and Business Litigation Matters.

Marisa Powers has practiced law for almost 18 years in the areas of local government, land use and business litigation law. Marisa serves as counsel to a wide variety of local government entities including community development districts, special districts, recreation districts, municipalities and other local governments. Marisa is an experienced litigator and is able to provide litigation experience as necessary.

Marisa obtained her undergraduate degree in Political Science from Florida State University and her law degree from Stetson University College of Law, Cum Laude. While at Stetson University College of Law, Marisa was an editor on the Stetson Law Review.



Taylor E. Falkner, Esq., Associate Local Government and Land Use

Taylor Falkner will provide counsel to Silverleaf CDD on Local Government and Land Use matters. In her local government law practice, Taylor works with a wide variety of local government entities, including municipal, community development districts, recreation districts and inter-local government. She has drafted ordinances, and reviewed agreements for various local governments.

In her land use practice, she represents individuals, developers, builders, retail stores, non-profit organizations, title companies, and other businesses. She also represents private clients in all aspects of the entitlement, permitting, and development process, including rezoning, special permits, and variances.

Taylor obtained her undergraduate degree in Political Science and Finance from Syracuse University, a Master of Business Administration from Samford University, Brock School of Business, and a law degree from Samford University, Cumberland School of Law.

Kay Bender Rembaum, P.L. Retainer Letter

ROBERT L. KAYE, B.C.S.* MICHAEL S. BENDER, B.C.S.* JEFFREY A. REMBAUM, B.C.S.* DEBORAH S. SUGARMAN ANDREW B. BLACK, B.C.S.* PETER C. MOLLENGARDEN, B.C.S.* GERARD S. COLLINS SHAWN G. BROWN, B.C.S.* JEFFREY D. GREEN, B.C.S.** EMILY E, GANNON DANIELLE M. BRENNAN, B.C.S.* LAUREN T. SCHWARZFELD ALLISON L. HERTZ, B.C.S.* JAYS. LEVIN STUART M. SMITH KAREN A. GREEN BENJAMIN L. HEYDLAUFF KERSTIN HENZE, OF COUNSEL LISA A. MAGILL, B.C.S.*, OF COUNSEL KARINA N. SKEIE, OF COUNSEL



KBRLegal.Com

MAIN OFFICE: 1200 PARK CENTRAL BLVD SOUTH POMPANO BEACH, FL 33064 TEL. (954) 928-0680 FAX (954) 772-0319 (800) 974-0680

WITH ADDITIONAL OFFICES IN:
PALM BEACH GARDENS
TAMPA
MIAMI

*BOARD CERTIFIED SPECIALIST IN CONDOMINIUM AND PLANNED DEVELOPMENT LAW

**BOARD CERTIFIED SPECIALIST IN CONSTRUCTION LAW

August 25, 2022

VIA EMAIL: Carvalhov@pfm.com

Silverleaf Community Development District Attn: The Board of Supervisors 3501 Quadrangle Boulevard; Suite 270 Orlando, FL 32817

RE: Letter of Engagement

To The Board of Supervisors:

We are pleased that you wish to engage our Firm to perform legal services for you. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for these services. This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render to you, for the amount of our fees for these services, the manner in which our fees for these services shall be determined and the terms upon which you will make payment of these fees.

<u>Nature of Legal Services</u>. You wish to engage our Firm to assist in matters related to clarification and delineation of responsibilities between District and homeowners' association, advice concerning duties of members of Board of Supervisors, research and resolution of Developer issues and the like. We do not make any representations or guarantees concerning the outcome of your matter. In the even that you request we undertake

representation of your interests for a different matter, you must receive a writing from us agreeing to take on the newly requested representation. Such matters will be handled on the same basis, and fees and costs will be payable under the same terms and conditions, as provided in this retainer agreement. In the absence of your receipt of a written agreement from us specifically agreeing to the newly requested representation, then we do not represent you in the newly requested matter.

<u>Fees for Services</u>. You will be charged and agree to pay for our services on the basis of hourly rates established from time to time for the attorneys in our Firm, together with applicable

Silverleaf Community Development District

Attn: The Board of Supervisors

August 25, 2022

Page 2

taxes if any. It is our practice to charge for our actual time expended on your behalf billed in minimum increments of tenths per hour with the minimum increment being one tenth of one hour (.1).

As discussed, our Firm will bill you for services rendered on your behalf at this Firm's hourly rates. Our current hourly rates are \$250.00 to \$350.00 per hour for associates' time and \$375.00 to \$425.00 for partner's time, depending on the individual assigned to the matter. However, as a professional courtesy, my rate will be \$350.00 per hour. Hourly rates for paralegals are \$125.00 per hour or less, and legal assistants who provide paralegal type services are \$95.00 per hour, or less. These rates are subject to periodic change upon notice. We cannot, and have not made any representation regarding the total amount of our fees and costs.

When establishing fees for services which we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skills required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable law firms for similar legal services; the amount of money involved, or at risk, and the results obtained; and, the time constraints imposed by either the client or the circumstances. To effectively utilize technology in the law office, there are on-going costs associated with system research, development, maintenance, and upkeep as well as the time expended in developing the primary source documents. Accordingly, in situations in which a previously-developed work product is used on your behalf as a primary source of a paralegal's, or an attorney's, work product, a value may be applied to the previously-developed work product. This process is known as value billing. Value billing is simply applying a weighted value to the time expended in providing legal services, which allocates a value for the previously-developed work product in order to avoid duplicating prior efforts. The benefit to the client is that less time may be required to expend on your behalf which can translate into lower fees and costs than if we were to needlessly duplicate our entire prior efforts. With this in mind, in some situations as we deem appropriate and beneficial to you, value billing may be utilized.

<u>Costs</u>. We will also charge for certain costs and expenses, together with applicable taxes if any, which may include filing fees, recording costs, travel expenses, delivery charges, long distance telephone charges, postage, computer research charges, court reporting fees, and photocopies/digital imaging (currently .30 cents per page). About digital imaging: our Firm is committed to the environment and as a result, we utilize digital imaging technology where practicable. As a result and notwithstanding, we still incur costs related to the digital image process and the storing of electronic data.

Initial Retainer. In order to begin your representation, the Firm will require an initial retainer in the amount of \$5,000.00, to be held in Trust and these monies will be applied toward the final invoice generated on this matter. However, we reserve the right (in our sole discretion) to use the retainer at any time should you become delinquent in your payment obligations. We also reserve the right to modify the amount of the retainer depending on the circumstances. If we elect to use the retainer, we will request that it be replenished. If you are unable to replenish the retainer, unable to reimburse the Firm for any disbursements, or unable to meet your financial obligations, it is understood that the Firm may terminate the representation of your interests. In our sole discretion, we reserve the right to require additional cost and hourly fee deposits from you for our continued

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Attn: The Board of Supervisors

August 25, 2022

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representation. In the event you do not fully fund the retainer, or such additional deposits are not made within a reasonable time after our request, then you hereby agree to our termination of this engagement.

Payment of Fees and Costs. You agree to timely pay us for our legal fees that you incur plus such costs, expenses, and taxes, as incurred. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees or costs, as well as in determining and/or quantifying the amount of recoverable attorneys' fees and costs, you also agree to pay reasonable value of our attorneys' fees and costs. Interest at the rate of eighteen (18%) percent annum will be added to any invoice which remains unpaid for more than 30 days after it is rendered.

<u>Conflict</u>. You recognize that the primary concentration of the Firm is representation of community and commercial associations. In the event that there ever is a dispute between you and an association represented by this Firm, you agree to this Firm representing that association and will waive any conflict that you may believe exists so long as the representation of the association is not related to our representation of you in this matter. This waiver is a material portion of this Agreement and survives its termination.

Settlement. If you should engage us under this representation letter to file any lawsuits or claims on your behalf, or defend same, it is agreed that neither this Firm as your attorneys, nor you as a claimant, will settle any claim arising out of this engagement without first having obtained the consent thereto of the other. It is further agreed that from the proceeds of any recovery in such claim, whether by settlement, judgment or otherwise, the Firm may deduct its attorneys' fees and all costs and expenses which remain unpaid at the time of settlement or payment of the judgment amount. It is further agreed that the Firm is authorized to deduct any outstanding fees and costs from any escrow deposits held in trust by the Firm.

Right to Withdraw. We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued, or if you fail to cooperate with us on a timely basis. We reserve the right to withdraw as counsel, upon reasonable notice to you, in the event circumstances occur which in our opinion make it difficult or inappropriate for our Firm to continue to represent you. We are specifically authorized by you to withdraw as your attorneys of record, provided we have taken reasonable steps to avoid foreseeable prejudice to your rights, including giving you due notice; allowing time for employment of other counsel; delivering to you all papers and property to which you are entitled (subject to this Firm's right to assert an attorney's lien against all such materials as described below); and compliance with all applicable laws and rules. In the event we exercise this right to withdraw, we shall nevertheless be entitled to the full amount of our fees for services rendered to the date we cease providing services.

Remedies. Upon commencing work on your behalf, this Firm has the right to retain any and all files, papers and other property coming into our possession in connection with this case until we have been paid all costs and fees due us under this agreement. This Firm also has what is known as a charging lien, the right in court proceedings to collect from the recovery of all costs and fees due

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to us under this agreement. In addition to the retaining lien and the charging lien, it is specifically agreed between this Firm and you that we have a general lien upon the work covered by this agreement in any judgment, settlement, recovery or proceeds thereof in whatever hands they may come. This lien is against any real estate or tangible personal property or money and other property which may be recovered by or which is the subject matter of the work. We shall not be required to release any lien until all fees and costs have been fully paid. This Firm shall not be liable to you for any loss you may have because of our exercising any lien in order to obtain full payment of fees and costs. If the Firm deems it necessary to do so for the protection of our interests, we may file this agreement in court proceedings or record it in the public records. The venue for the resolution of any disputes concerning this agreement shall be in Palm Beach County, Florida, with the prevailing party entitled to recover reasonable attorney's fees and costs at all trial and appellate levels. It is expressly understood and agreed that the parties hereto waive the right to a trial by jury of any dispute arising out of this agreement.

The Firm expressly disclaims liability for any loss or impairment of funds that have been deposited in the Firm's escrow and/or trust account while those funds are in the course of collection and/or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of the financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to us by you, delivered to us on your behalf, and/or for your benefit.

<u>Indemnification</u>. The parties hereto acknowledge that the Firm must rely upon the information provided to it by you in performing under this Agreement. You agree indemnify the Firm and hold it harmless from any liability to a third party, including, but not limited to attorney's fees, costs, and expenses, including appeals, (as well as in determining or quantifying the amount of recoverable attorneys fees and costs) in enforcing this provision due to your failure to provide accurate information to the Firm as to the matter that is the subject of this Agreement. The parties agree to indemnify the other, including attorney's fees, costs, and expenses (including appeals, if any) in the event any legal action becomes necessary to enforce the obligation to indemnify and such party is the prevailing party in enforcing such obligation. This indemnification obligation shall survive the natural expiration or earlier termination of this Agreement.

<u>Document Retention Policy.</u> Not later than the conclusion of this matter, all originally executed contracts, agreements and other original documents will be provided to you. Upon conclusion of our representation, and while we may elect to retain copies of certain documents, we specifically disclaim any obligation or expectation that we agree to retain them on your behalf except as may be required by prevailing law.

IT IS UNDERSTOOD AND AGREED THAT THIS FIRM HAS MADE NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SUCCESSFUL OUTCOME OR TERMINATION OF THIS MATTER, AND THAT PAYMENT TO THIS FIRM IS NOT PREDICATED UPON A SUCCESSFUL OUTCOME.

If the foregoing is acceptable, please date and sign this letter and return same to us together with your initial retainer in the amount of \$5,000.00, and these monies will be applied toward the final invoice generated on this matter. You are responsible to remit payment monthly until such time as this representation is concluded. At that time, please provide us with a copy of any pertinent

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documentation necessary to properly begin the representation of your interests. In the event that we do not receive an executed copy of this agreement and your initial retainer, we will assume that you have elected not to retain this Firm to represent you and no services will be provided.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner. If you should have any questions, please do not hesitate to contact us.

	Verytruly yours, LISA A. MAGILL
LAM	I/slb
cc:	Paul Gressin, Chairman via email: paulgressin@gmail.com
	The undersigned acknowledges and agrees to the foregoing terms of representation this day of, 2022.
	Ву:
	Telephone:
	Cell:
	Email:

Annual Wetland Mitigation

Jorge Orsini

From: Pete Nabor <pete@eco-logic-services.com>
Sent: Monday, September 19, 2022 12:57 PM

To: Jorge Orsini

Cc: Venessa Ripoll; Vivian Carvalho

Subject: RE: Silverleaf CDD Wetland Agreement

Follow Up Flag: Follow up Flag Status: Flagged

ALERT: This message is from an external source.BE CAUTIOUS before clicking any link or attachment

Jorge,

Thank you for forwarding the contract, I was not notified that this was approved. I will pass it along to the supervisor so we can get it on the schedule.

There should not be any monitoring associated with this work for SWFWMD or the County. This is a cleanup/enhancement of existing buffer and should not require agency notification or monitoring.

Thanks.

Pete Nabor Senior Project Scientist Eco-Logic Services (941) 302-1206 Pete@Eco-Logic-Services.com

From: Jorge Orsini <orsinij@pfm.com>
Sent: Friday, September 16, 2022 4:51 PM
To: Pete Nabor <pete@eco-logic-services.com>

Cc: Venessa Ripoll <ripollv@pfm.com>; Vivian Carvalho <carvalhov@pfm.com>

Subject: Silverleaf CDD Wetland Agreement

Good afternoon,

I am reaching out on behalf of the Silverleaf CDD. We recently entered into the attached agreement with Eco-Logic and we were wanting to know if there is any annual wetland mitigation monitoring that the District would have to undertake.

Thank you,

Jorge Jimenez Assistant District Manager

PFM Group Consulting LLC

orsinij@pfm.com | phone 407.723.5900 | fax 407.723.5901 | web pfm.com

Payment Authorization #175

Payment Authorization #175

PA#	Description		mount	Total	
175	PFM Group Consulting	\$	3,208.33		
				\$3,208.33	
		Т	OTAL	\$3,208.33	

Rick Montejano

From:	Rick Montejano
Sent:	Friday, September 2, 2022 11:28 AM
To:	Paul Gressin
Subject	t: RE: Silverleaf PA #175.pdf
Thanks	Paul.
Enjoy th	ne holiday weekend.
Rick	
	Paul Gressin <paulgressin@icloud.com></paulgressin@icloud.com>
	riday, September 2, 2022 11:22 AM « Montejano <montejanor@pfm.com></montejanor@pfm.com>
	:: Re: Silverleaf PA #175.pdf
ALERT:	This message is from an external source.BE CAUTIOUS before clicking any link or attachment
Paymer	nt as outlined herein is approved
Sent fro	om my iPhone
	On Sep 2, 2022, at 10:54 AM, Rick Montejano < <u>montejanor@pfm.com</u> > wrote:
	Hi Paul –
	Attached is the latest payment authorization to review for approval of payment.
	Any questions please let me know.
	Thanks,
	Rick

Payment Authorization #175

9/1/2022

Item No.	Payee	Invoice	General Fund	
1	PFM Group Consulting District Mgmt Fees - Aug 2022	DM-08-2022-40	\$	3,208.33
		TOTAL	\$	3,208.33
				- 3,208.33
	Secretary / Assistant Secretary	Chairman / Vice Ch	airma	an

District Financial Statements