# 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 Monday, January 8, at 1:00 p.m. located at 3805 Shimmering Oaks Drive, Parrish, FL 34219. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956 Passcode: 2538 286 6774 #

#### **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 December 4, 2023, Board of Supervisors Meeting
- 2. Ratification of Brightview Proposal
- 3. Ratification of Payment Authorization #203 207
- 4. Review of District Financial Statements (provided under separate cover)

#### **Other Business**

- Staff Reports
  - District Counsel
  - District Engineer
  - District Manager
    - Update on Resident Concerns
- Audience Comments
- Supervisors Requests

#### **Adjournment**



Minutes of the December 4, 2023, Board of Supervisors Meeting

#### **MINUTES OF MEETING**

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING MINUTES Monday, December 4, 2023, at 1:00 p.m. 3805 Shimmering Oaks Dr Parrish, FL 34202

Board Members in attendance via conference call or in person:

Paul Gressin Chairperson

Lawrence Powell Vice Chairperson (via phone; 1:07 p.m.)

Jackie Miller Assistant Secretary
Timothy Abramski Assistant Secretary

Jonathan Decker Assistant Secretary (via phone)

Also present via conference call or in person:

Venessa Ripoll PFM Group Consulting LLC

Jorge Jimenez PFM Group Consulting LLC (via phone)
Rick Montejano PFM Group Consulting LLC (via phone)
Alan Rayl Rayl Engineering (via phone)
Caleb Wingo Rayl Engineering (via phone)

Molly Maggiano Kilinski Van Wyk

Various Audience Members

#### 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 1:02 p.m., Ms. Ripoll 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 public comments at this time.

**SECOND ORDER OF BUSINESS** 

**General Business Matters** 

# Consideration of the Minutes of the November 6, 2023, Board of Supervisors Meeting

The Board reviewed the Minutes of the November 6, 2023, Board of Supervisors' Meeting.

ON MOTION by Mr. Gressin, seconded by Mr. Abramski, with all in favor, the Board approved the Minutes of the November 6, 2023, Board of Supervisors Meeting.

### Consideration of Resolution 2024-02, Election of Officers

Ms. Ripoll suggested that she be made Secretary for the District and suggested the addition of PFM Accountants as Assistant Treasurers to assist in processing payments.

ON MOTION by Ms. Miller, seconded by Mr. Abramski, with all in favor, the Board approved Resolution 2024-02, Election of Officers with Paul Gressin as Chair, Lawrence Powell as Vice Chair, Venessa Ripoll as Secretary, Timothy Abramski, Jackie Miller, Jonathan Decker, Vivian Carvalho and Jorge Jimenez as Assistant Secretaries, Jennifer Glasgow as Treasurer, and Amanda Lane, Rick Montejano, Verona Griffith, and Amy Champagne as Assistant Treasurers.

Consideration of Resolution 2024-03, Designating Authorized Signatories for the District's Bank Account(s)

Ms. Ripoll noted that this would make the previously added Assistant Treasurers into Authorized Signatories for the District.

ON MOTION by Ms. Miller, seconded by Mr. Gressin, with all in favor, the Board approved Resolution 2024-03, Designating Authorized Signatories for the District's Bank Account(s).

Ratification of Payment Authorization #201 – 202

The Board reviewed Payment Authorizations #201 – 202.

ON MOTION by Ms. Miller, seconded by Mr. Abramski, with all in favor, the Board ratified Payment Authorizations #201 – 202.

#### **Review of District Financial Statements**

The Board reviewed the District Financials as of October 2023. Mr. Powell joined the meeting at 1:07 p.m. via phone.

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

#### THIRD ORDER OF BUSINESS

**Other Business** 

Staff Reports

**District Counsel-** No report.

**District Engineer-** Mr. Rayl stated that they are waiting on the certificate of insurance

from West Coast for the soil regrading. District Counsel was able to obtain a W-9 in preparation to purchase the wetland mitigation credits; once documentation is received they will submit it to their

environmental engineer.

**District Manager-** Ms. Ripoll mentioned that the next meeting is scheduled for January

8, 2024, at 1:00 p.m.

**Supervisor Requests and Audience Comments** 

A homeowner asked about the number of credits the District will be receiving and where the credits will be applied. Mr. Rayl stated that the amount is a little over \$123,000 and explained the application towards the wetlands within the community; he mentioned that the application process should be completed within 30 days.

#### FOURTH ORDER OF BUSINESS

There were no additional comments from the Board.

#### Adjournment

ON MOTION by Mr	Dookor	accorded by Mr	Dowell	with all in favor	the December 4	2022

ON MOTION by Mr. Decker, seconded by Mr. Powell, with all in favor, the December 4, 2023, Meeting of the Board of Supervisors of the Silverleaf Community Development District was adjourned at 1:19 p.m. Chairperson/Vice Chairperson Secretary/Assistant Secretary

**Brightview Proposal** 



#### **Silverleaf CDD Tree Care Services Proposal**

E	Billing City, St, Z	Orlando, FL 32817					
Tree Species	Quan					Location	Estimated Cost
Live Oak			d. Cut back a third		emove two large laterals al which is partially dead	Natural area to left of 10506 Falling Leaf Ct.	\$1,200
					w Tree Care is not		
		Equipment	Required: Small S	Saw, Mid-Ra	ange Saw, 60 ton crane.		
Items included	in this price						
Jobsite clean-u	up and debris disposa	al 🗹	All mater	ials 🚺	6		
	s for noise and traffic arched and followed		All applic	able taxes	8		
Company-supp tools and equip	olied, regularly-mainta oment	ained 🗹	Drive tim	ne 🔽	ď		
Steve Burch	(941) 315-1063						
7175 21st Street Eas	t - Sarasota, Florida 3	4243					
Fax 941. 756. 2851	Ph. 941. 756. 2939						
www.treecares	ervices.com					Total Cost :	\$1,200

THIS IS NOT AN INVOICE



Utilize Crane already on site to cut and remove two large dead laterals



Utilize Crane already on site to cut back third large lateral that is partially dead and hanging over residence

## BrightView Tree Care Services Terms & Conditions

- Bid Specifications: The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
- 3. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
- 4. Scheduling of Work: If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are
- 5. Work Hours: Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permits: Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- 9. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 12. Additional Services: Any additional work not specified in the signed written proposal that involves additional costs will be executed only upon signed written order and will become an extra charge over and above the estimate.
- 13. Access to Job Site: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

- Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
- 16. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- Disclaimer: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot quarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

#### **Acceptance of this Proposal**

Customer

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

**NOTICE:** FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Signature	Title	

#### **BrightView Tree Care Services**

Steve Burch	Business Developer	
Signature	Title	
Steve Burch	12/13/2023	
Printed Name	Date	

Payment Authorizations #203 – 207

#### Payment Authorization #203

11/27/2023

Item No.	Payee	Invoice	General Fund
1	The Mitchell Family, LLC Mitigation Bank Credits	11.27.23	\$ 159,900.00
		TOTAL	\$ 159,900.00
	Secretary / Assistant Secretary	Chairman / Vice Chairman	

From: Paul Gressin < paulgressin@gmail.com>
Sent: Tuesday, November 28, 2023 10:53 AM

To: Rick Montejano

**Subject:** Re: PA 203 - Wetland Mitigation

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

Please accept this email response as authorization to proceed Sent from my iPad

On Nov 28, 2023, at 9:53 AM, Rick Montejano <montejanor@pfm.com> wrote:

Hi Paul -

Attached is the latest payment authorization along with the signed agreement. Please reply with approval to begin process.

Thanks,

Rick Montejano
District Accountant
PFM Group Consulting LLC
407.723.5900 ext. 5951
3501 Quadrangle Blvd., Suite 270 | Orlando, FL 32817
MontejanoR@pfm.com

<Silverleaf PA #203.pdf>

#### Payment Authorization #204

12/5/2023

2023.10 225832	\$	29.39 66.69
225832		
	\$	66.69
	\$	66.69
RES 23-126-7	\$	9,194.74
2023.12.04	\$	200.00
2023.12.04		200.00
2023.12.04		200.00
2023.12.04		200.00
2023.12.04		200.00
TOTAL	\$	10,290.82
vell		
	2023.12.04 2023.12.04 2023.12.04 2023.12.04	2023.12.04 2023.12.04 2023.12.04 2023.12.04

From: Paul <paulgressin@gmail.com>
Sent: Paul <paulgressin@gmail.com>
Tuesday, December 5, 2023 11:35 AM

**To:** Rick Montejano **Subject:** Re: PA 204

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

Payment approved as presented

Sent from my iPhone

On Dec 5, 2023, at 10:36 AM, Rick Montejano <montejanor@pfm.com> wrote:

Paul -

Attached is the latest payment authorization for Silverleaf CDD. Please review for approval of payment.

Thanks,

Rick Montejano
District Accountant
PFM Group Consulting LLC
407.723.5900 ext. 5951
3501 Quadrangle Blvd., Suite 270 | Orlando, FL 32817
MontejanoR@pfm.com

<Silverleaf PA #204.pdf>

#### Payment Authorization #205

12/14/2023

Payee	Invoice		General Fund
Kilinski Van Wyk, PLLC			
District Counsel Services as of 10/30/2023	7967	\$	2,305.91
McClatchy Company			
Legal Ads on 09/04/2023, 09/06/2023, 09/25/2023	215818	\$	72.54
PFM Financial Advisors			
Re-amortization Services for Series 2018 A2, 2019 A1/A2	128382	\$	750.00
PFM Group Consulting			
Quarterly Disclosure 10.01.2023 - 12.31.2023	128240	\$	3,750.00
October District Management Fee	DM-10-2023-46	\$	3,529.17
November District Management Fee	DM-11-2023-47	\$	3,529.17
December District Management Fee	DM-12-2023-48	\$	3,529.17
October Postage/FedEx	OE-EXP-11-2023-24	\$	3.20
Rayl Engineering & Surveying, LLC			
November Professional Services	RES 23-126-8	\$	1,328.90
	TOTAL	\$	18,798.06
	McClatchy Company Legal Ads on 09/04/2023, 09/06/2023, 09/25/2023  PFM Financial Advisors Re-amortization Services for Series 2018 A2, 2019 A1/A2  PFM Group Consulting Quarterly Disclosure 10.01.2023 - 12.31.2023 October District Management Fee November District Management Fee December District Management Fee October Postage/FedEx  Rayl Engineering & Surveying, LLC	District Counsel Services as of 10/30/2023  McClatchy Company Legal Ads on 09/04/2023, 09/06/2023, 09/25/2023  215818  PFM Financial Advisors Re-amortization Services for Series 2018 A2, 2019 A1/A2  128382  PFM Group Consulting Quarterly Disclosure 10.01.2023 - 12.31.2023  October District Management Fee DM-10-2023-46 November District Management Fee DM-11-2023-47 December District Management Fee DM-12-2023-48 October Postage/FedEx  OE-EXP-11-2023-24  Rayl Engineering & Surveying, LLC November Professional Services  RES 23-126-8	District Counsel Services as of 10/30/2023 7967 \$  McClatchy Company Legal Ads on 09/04/2023, 09/06/2023, 09/25/2023 215818 \$  PFM Financial Advisors Re-amortization Services for Series 2018 A2, 2019 A1/A2 128382 \$  PFM Group Consulting Quarterly Disclosure 10.01.2023 - 12.31.2023 128240 \$  October District Management Fee DM-10-2023-46 \$  November District Management Fee DM-11-2023-47 \$  December District Management Fee DM-12-2023-48 \$  October Postage/FedEx OE-EXP-11-2023-24 \$  Rayl Engineering & Surveying, LLC  November Professional Services RES 23-126-8 \$

**From:** Paul <paulgressin@gmail.com>

Sent: Thursday, December 14, 2023 1:48 PM

**To:** Rick Montejano **Subject:** Re: PA 205

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

Payment authorized as attached invoices show

Sent from my iPhone

On Dec 14, 2023, at 1:13 PM, Rick Montejano <montejanor@pfm.com> wrote:

Paul -

Attached is the latest payment authorization for Silverleaf CDD. Please review for approval of payment.

Thanks,

Rick Montejano
District Accountant
PFM Group Consulting LLC
407.723.5900 ext. 5951
3501 Quadrangle Blvd., Suite 270 | Orlando, FL 32817
MontejanoR@pfm.com

<Silverleaf PA #205.pdf>

#### Payment Authorization #206

12/21/2023

Item No.	Payee	Invoice	General Fund
1	BrightView Tree Care Service Tree Work performed	5686133	\$ 6,000.00
		TOTAL	\$ -
	Secretary / Assistant Secretary	Chairman / Vice Chairman	

From: Paul Gressin < paulgressin@gmail.com>
Sent: Thursday, December 21, 2023 2:02 PM

**To:** Rick Montejano **Subject:** Re: PA 206

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Payment approved Sent from my iPad

On Dec 21, 2023, at 11:29 AM, Rick Montejano <montejanor@pfm.com> wrote:

Hi Paul -

This was held up as we were waiting for W9. We did end up receiving, but never processed on our end. I reached out to Janice asking for the remaining outstanding invoices.

Please review for approval of payment.

Thanks,

Rick Montejano
District Accountant
PFM Group Consulting LLC
407.723.5900 ext. 5951
3501 Quadrangle Blvd., Suite 270 | Orlando, FL 32817
MontejanoR@pfm.com

<Silverleaf PA #206.pdf>

#### Payment Authorization #207

12/28/2023

Item No.	Payee	Invoice		General Fund	
1	BrightView Tree Care Service Cut live oaks to stumps	8557897	\$	6,500.00	
2	PFM Group Consulting Postage/FedEx - Nov 23	OE-EXP-12-2023-27	\$	4.26	
3	VGlobalTech Website Maintenance - Dec 2023	5720	\$	135.00	
		TOTAL	\$	6,639.26	
	Secretary / Assistant Secretary	Chairman / Vice Chairman			

**From:** Paul <paulgressin@gmail.com>

Sent: Thursday, December 28, 2023 3:21 PM

**To:** Rick Montejano **Subject:** Re: PA 207

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

Attached invoices approved for payment

Sent from my iPhone

On Dec 28, 2023, at 2:58 PM, Rick Montejano <montejanor@pfm.com> wrote:

Hi Paul -

Attached is the latest payment authorization for review and approval of payment.

Thanks,

Rick Montejano
District Accountant
PFM Group Consulting LLC
407.723.5900 ext. 5951
3501 Quadrangle Blvd., Suite 270 | Orlando, FL 32817
MontejanoR@pfm.com

<Silverleaf PA #207.pdf>

District Financials (provided under separate cover)