



**TRADITION
COMMUNITY DEVELOPMENT
DISTRICT NOS. 1 - 10**

**PORT ST. LUCIE
REGULAR BOARD MEETING
OCTOBER 5, 2022
11:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.traditioncdd1.org
www.traditioncdd2.org
www.traditioncdd3.org
www.traditioncdd4.org
www.traditioncdd5.org
www.traditioncdd6.org
www.traditioncdd7.org
www.traditioncdd8.org
www.traditioncdd9.org
www.traditioncdd10.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10

Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987

OR

Join Zoom Meeting:

<https://us02web.zoom.us/j/3341025012>

Meeting ID: 334 102 5012

Dial In at: 1 929 436 2866

REGULAR BOARD MEETING

October 5th, 2022

11:00 a.m.

A. Call to Order

B. Proof of Publication.....Page 1

C. Establish Quorum

D. Additions or Deletions

E. Comments from the Public Not on the Agenda

F. Consent Items

1. Approval of September 7, 2022, Regular Board Meeting Minutes.....Page 3

G. Old Business

H. New Business

1. Vacant Board Seat - District No. 6 / Seat No. 3

2. Appointment to Vacant Board Seat - District No. 6 / Seat No. 3

3. Consider Resolution No. 2022-09; Election of Officers.....Page 12

4. Consider Authorization for Rate Study Franchise Expansion.....Page 13

5. Consider Approval for Monitoring and Hydrometer Telemetry Units.....Page 27

6. Consider Ratifying and Approving Maintenance Agreement Between Sprockets Adventures,
Inc. and District No. 1.....Page 31

7. Consider Engagement Letter for Bond Counsel (2022 Bonds) by District No. 9.....Page 40

I. Administrative Matters

1. Manager's Report

2. Attorney's Report

3. Engineer's Report

4. Financial Report (Under Separate Cover).....Page 45

5. Founder's Report

J. Board Member Discussion Requests and Comments

K. Adjourn

**TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10
FISCAL YEAR 2022/2023
REGULAR BOARD MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Tradition Community Development District Nos. 1-10 (“Districts”) will conduct Regular Board Meetings of the Board of Supervisors (“Board”) for the purpose of conducting the business of the Districts that may properly come before the Board. The following meetings will be held at 11:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the following dates:

***October 5, 2022
November 2, 2022
December 7, 2022
*January 4, 2023
February 1, 2023
March 1, 2023
*April 5, 2023
May 3, 2023
June 7, 2023
*July 5, 2023
August 2, 2023
September 6, 2023**

***Irrigation Rate Committee Meeting - 9:00 a.m.
Southern Grove CDD Meeting - 10:30 a.m.
Tradition CDD Meeting - 11:00 a.m.**

An Irrigation Committee Meeting will take place at 9:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the above dates, as indicated.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the Districts’ websites or at the offices of the District Manager, Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, Florida.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone may be present at the meeting location so that one or more Supervisors may attend the meeting and be fully informed of the discussions taking place.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at 772-345-5119 and/or toll free at 1-877-737-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please

contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at a meeting is advised that they will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10

www.traditioncdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 09/23/22

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10

**Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987**

OR

Join Zoom Meeting: <https://us02web.zoom.us/j/3341025012>

Meeting ID: 334 102 5012

OR

Dial In at: 1 929 436 2866

REGULAR BOARD MEETING & PUBLIC HEARING

September 7, 2022

11:00 a.m.

A. CALL TO ORDER

The Regular Board Meeting & Public Hearing of the Tradition Community Development District No.'s 1-10 of September 7, 2022, was called to order at 11:03 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting & Public Hearing had been published in the *St. Lucie News Tribune* on August 18th and August 25th, 2022, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

CDD #'s 1,2,7,8,9,10		
Chairman	Frank Covelli	Present
Vice Chairman	Anissa Cruz	Via Zoom
Supervisor	Tyler Gaffney	Present
Supervisor	Steven Dassa	Present
Supervisor	Vacant	-

CDD # 3		
Chairman	Isiah Steinberg	Present
Vice Chairman	Rick Dufour	Absent
Supervisor	Kimberly Gorman	Present
Supervisor	Ryan Bartlett	Present
Supervisor	Roy Perconte	Present

CDD # 4		
Chairman	Gail Cost	Present
Vice Chairman	Rich Giglia	Present
Supervisor	Rob Siedlecki	Present

Supervisor	Joseph Sargent	Present
Supervisor	Vacant	-

CDD # 5		
Chairperson	Cathy Powers	Present
Vice Chairperson	Chris King	Present
Supervisor	Dave Lasher	Present
Supervisor	Rick Dixon	Present
Supervisor	Joe Pinto	Present

CDD # 6		
Chairman	Jerry Krbec	Present
Vice Chairman	Luis Pagan	Present
Supervisor	George Russell	Present
Supervisor	John Slicher	Absent
Supervisor	Vacant	-

Staff members in attendance were:

District Manager	B. Frank Sakuma, Jr.	Special District Services, Inc.
Assistant District Manager	Jessica Wargo	Special District Services, Inc.
District Manager	Andrew Karmeris	Special District Services, Inc.
District Counsel	Dan Harrell	Gonano & Harrell Law
District Engineer	Kelly Cranford	Culpepper and Terpening

Also present were: Tony Palumbo – Founder with Mattamy Homes. (See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO THE AGENDA

Staff requested (3) items:

- **New Business/J-11: Add Resignation of Bob Burn – District No. 4 / Seat No. 4**
- **New Business J-3 and J-4: Remove Vacant Board Seat - District No. 6 / Seat No. 3 & Appointment to Vacant Board Seat**
- **Move K-3: Engineer's Report / Stormwater System Overview – To After 2022 Irrigation System Performance Report.**

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No.1 to Adopt the agenda as amended.

E. PRESENTATION

- **Port St. Lucie Police Department**

Assistant Chief Richard Del Toro explained the responsibilities of the police in Tradition, the areas that are monitored and the services that are provided. He stated there is not a lot of violent crime in Tradition, but more traffic and retail property violations. Chief Del Toro also noted that Port St. Lucie is one of the safest cities in Florida. A lengthy discussion followed.

F. COMMENTS FROM THE PUBLIC

Mary Milmore offered a written statement regarding the Tradition Trail.

Mary Ann Register of Vitalia, asked about the increase to the O&M assessments.

Jerry Krbec commented about the area where the trail will be built and thinks it is a tremendous opportunity to view natural green spaces.

Note: *At approximately 11:41a.m., Mr. Sakuma recessed the Regular Meeting and opened the Public Hearing on Adopting Fiscal Year 2022/2023 Final Budget.*

G. PUBLIC HEARING – ADOPTING FISCAL YEAR BUDGET 2022/2023 FINAL BUDGET

1. Proof of Publication

Proof of publication was presented that showed notice of the Public Hearing had been published in the *St. Lucie News Tribune* on August 18th & August 25th, 2022, as legally required.

2. Public Comments on Adopting Fiscal Year 2021/2022 Final Budget

Mr. Karmeris reviewed the history of the proposed budget and answered questions.

The following individuals made comments on the budget to the Boards: Ms. King, Mr. Pagan, Mr. Pinto, William Meilink and Jim Masotti.

3. Resolution No. 2022-10; Adopting Fiscal Year 2022/2023 Final Budget

Mr. Karmeris gave an overview and recap of the final budget. The proposed assessments were \$468 for the year. During a prior budget workshop a committee recommended to remove \$500,000 from the budget bringing the cost down to \$382. After further debate, the Boards recommended a final budget with assessments of \$335.00 per year for single family homes in CDDs 3, 4, 5 & 6. The assessments for CDDs 1,2, 7, 8, 9 & 10 would be \$381.99 per year for single family homes.

Resolution No. 2022-10 was presented, entitled:

RESOLUTION 2022-10

THE ANNUAL APPROPRIATION RESOLUTION OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1 RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

A Motion to Adopt Final Budget as amended, by moving security expenditure funds to maintenance contingency, was made by CDD No.'s 1, 2, 7, 8, 9, and 10 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No.'s 1, 2, 7, 8, 9, and 10 to Adopt Resolution No. 2022-10 as amended.

A **Motion** to Adopt Final Budget as amended, by moving security expenditure funds to maintenance contingency, was made by CDD No. 3 Mr. Steinberg, seconded by Mr. Perconte and passed unanimously by CDD No. 3 to Adopt Resolution No. 2022-10 as amended.

A **Motion** to Adopt Final Budget as amended, by moving security expenditure funds to maintenance contingency, was made by CDD No. 4 Ms. Cost, seconded by Mr. Giglia and passed unanimously by CDD No. 4 to Adopt Resolution No. 2022-10 as amended. Mr. Siedlecki opposed.

A **Motion** to Adopt Final Budget as amended, by moving security expenditure funds to maintenance contingency, was made by CDD No. 5 Ms. Powers, seconded by Mr. Pinto and passed unanimously by CDD No. 5 to Adopt Resolution No. 2022-10 as amended.

A **Motion** to Adopt Final Budget as amended, by moving security expenditure funds to maintenance contingency, was made by CDD No. 6 Mr. Krbec, seconded by Mr. Pagan and passed unanimously by CDD No. 6 to Adopt Resolution No. 2022-10 as amended.

4. Resolution No. 2022-11; Levying Non-Ad Valorem Assessments for Tradition CDD No.'s 1-10 for the Fiscal Year 2022/2023

Resolution No. 2022-11 was presented, entitled:

RESOLUTION NO. 2022-11

RESOLUTION OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1 LEVYING NON-AD VALOREM ASSESSMENTS FOR THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

A **Motion** was made by CDD No.'s 1, 2, 7, 8, 9, and 10 Mr. Dassa, seconded by Mr. Gaffney and passed unanimously by CDD No.'s 1, 2, 7, 8, 9, and 10 to Adopt Resolution No. 2022-11.

A **Motion** was made by CDD No. 3 Mr. Steinberg, seconded by Mr. Perconte and passed unanimously by CDD No. 3 to Adopt Resolution No. 2022-11.

A **Motion** was made by CDD No. 4 Ms. Cost, seconded by Mr. Giglia and passed unanimously by CDD No. 4 to Adopt Resolution No. 2022-11. Mr. Siedlecki opposed.

A **Motion** was made by CDD No. 5 Ms. Powers, seconded by Mr. Lasher and passed unanimously by CDD No. 5 to Adopt Resolution No. 2022-11.

A **Motion** was made by CDD No. 6 Mr. Krbec, seconded by Mr. Russell and passed unanimously by CDD No. 6 to Adopt Resolution No. 2022-11.

Note: *At approximately 12:23p.m., Mr. Sakuma closed the Public Hearing on Adopting the Fiscal Year 2022/2023 Final Budget and simultaneously reconvened the regular board meeting.*

H. CONSENT ITEMS

1. July 6, 2022, Regular Board Meeting Minutes

Minutes of the July 6, 2022, Regular Board Meeting.

2. Approve and Ratify WA #19-143-137; 10244 SW Coral Tree Circle – Pool

WA #19-143-137; Ratify CDD Engineer's approval of the proposed temporary use of the CDD Water Management Tract Under the following conditions:

- 1 – Schedule a preconstruction meeting with the CDD prior to start of any construction.
- 2 – Sediment and turbid water shall be prevented from entering the CDD's stormwater management system. This typically includes installation of silt fence, trenched into the ground, on the water side of any soil stockpiled within or adjacent to the CDD Stormwater Management Tract.
- 3 – Ground surface within the Surface Water Management Tract shall be regraded and sodded to its original condition including its original slope within 6 months of land disturbance.
- 4 – Any sediment or soil entering the lake shall be removed immediately.

3. Approve and Ratify WA #19-143-138; 11484 SW Fieldstone Way – Pool

WA #19-143-138; Ratify CDD Engineer's approval of the proposed temporary use of the CDD Water Management Tract Under the following conditions:

- 1 – Schedule a preconstruction meeting with the CDD prior to start of any construction.
- 2 – Sediment and turbid water shall be prevented from entering the CDD's stormwater management system. This typically includes installation of silt fence, trenched into the ground, on the water side of any soil stockpiled within or adjacent to the CDD Stormwater Management Tract.
- 3 – Ground surface within the Surface Water Management Tract shall be regraded and sodded to its original condition including its original slope within 6 months of land disturbance.
- 4 – Any sediment or soil entering the lake shall be removed immediately.

4. WA #19-143-136; Tradition Regional Park

WA #19-143-136; Approve proposed project connecting to the Tradition Master Stormwater System under the following conditions:

- 1 – Responding to the outstanding request for additional information to the CDD Engineer's satisfaction.

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Approve all item(s) under Consent.

I. OLD BUSINESS

There were no matters of old business to come before the Board.

J. NEW BUSINESS

1. Vacant Board Seats - District No.'s: 1 & 2 / Seat No. 4; District No's: 7, 8, 9, & 10 - Seat No. 2

Boards were notified of vacant seats.

2. Appointment to Vacant Board Seats - District No.'s: 1 & 2 / Seat No. 4; District No's: 7, 8, 9, & 10 / Seat No. 2

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Appoint Ms. Tara Toto to District No.'s: 1 & 2 / Seat No. 4; District No's: 7, 8, 9, & 10 - Seat No. 2.

3. Vacant Board Seat – District No. 6 / Seat No. 3

Removed from Agenda - No action was taken at this time.

4. Appointment to Vacant Board Seat – District No. 6 / Seat No. 3

Removed from Agenda - No action was taken at this time.

5. Resolution No. 2022-09; Election of Officers

Resolution No. 2022-09 was presented, entitled:

RESOLUTION 2022-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 1, 2, 7, 8, 9, & 10
AND PROVIDING FOR AN EFFECTIVE DATE.**

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Adopt Resolution No. 2022-09.

6. Resolution No. 2022-07; Adopting Fiscal Year 2022/2023 Meeting Schedule

Dr. Powers asked to be given at least a month's notice when canceling a meeting.

Mr. Pagan would like to schedule quarterly Budget Workshop meetings.

Resolution No. 2022-07 was presented, entitled:

RESOLUTION 2022-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
TRADITION COMMUNITY DEVELOPMENT DISTRICT NO'S.
1-10 ADOPTING THE ANNUAL MEETING SCHEDULE FOR
FISCAL YEAR 2022-2023**

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Adopt Resolution No. 2022-07.

7. Resolution No. 2022-08; Authorizing Execution of an Assignment and Assumption Agreement Relating to Property That, As A Result of The Contraction and Establishment, will Be Relocated from the Boundaries of District No. 8 to the Boundaries of District No. 11; by CDD No. 8

Dan Harrell reviewed how the new and existing districts will operate after the transition.

Resolution No. 2022-08 was presented, entitled:

RESOLUTION 2022-08

RESOLUTION NO. 2022-08A RESOLUTION OF THE BOARD OF SUPERVISORS OF TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 8 AUTHORIZING CONTRACTION OF THE EXTERNAL BOUNDARIES OF DISTRICT NO. 8; AUTHORIZING THE ESTABLISHMENT OF A NEW TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 11; AUTHORIZING JOINING IN THE SUBMISSION OF A PETITION SEEKING SUCH CONTRACTION AND ESTABLISHMENT; AUTHORIZING SUBMISSION OF THE PETITION TO THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA; AUTHORIZING JOINER BY NEW DISTRICT NO. 11 IN INTERLOCAL AGREEMENTS AND INDENTURES; AUTHORIZING EXECUTION OF AN ASSIGNMENT AND ASSUMPTION AGREEMENT RELATING TO PROPERTY THAT, AS A RESULT OF THE CONTRACTION AND ESTABLISHMENT, WILL BE RELOCATED FROM THE BOUNDARIES OF DISTRICT NO. 8 TO THE BOUNDARIES OF DISTRICT NO. 11; AUTHORIZING OFFICERS TO TAKE ACTIONS IN CONNECTION WITH THE PETITION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A **Motion** was made by CDD No. 8 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 8 to Adopt Resolution No. 2022-08.

8. Appointment of Audit Committee & Approval of Evaluation Criteria, by CDD No. 1

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Approve the Audit Evaluation Criteria.

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Appoint all CDD No. 1 supervisors to the Audit Review Committee.

9. Ratifying and Approving Amendment #2 to Statement of Work #TR-20200316; by CDD No. 1

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Ratify and Approve Amendment #2 to Statement of Work #TR-20200316.

10. Revocable License Agreement (TIM Stop at SW Ashlyn Way) by CDD No. 1

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Approve Revocable License Agreement.

11. Accept Resignation of Bob Burn - – District No. 4 / Seat No. 4

A special meeting was called by Chairperson, Gail Cost.

K. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma had nothing further to report.

2. Attorney's Report

Mr. Harrell had nothing further to report at this time.

3. Engineer's Report

- Stormwater System Overview

District Engineer, Kelly Cranford, reviewed the system and addressed the need for rain.

Chris King asked about the monthly lake and wetland reports.

- 2022 Irrigation System Performance Report

Ms. Cranford discussed the Irrigation System Performance Report.

Ms. Cost went to the Irrigation Plant and discussed her experience.

- Irrigation Capacity and Operations / Next Irrigation Study

Mr. Palumbo suggested Irrigation reports at each meeting.

4. Financial Report

Mr. Karmeris gave an overview of the financials and answered questions.

The report was offered earlier in the meeting to allow Mr. Karmeris to leave early.

5. Founder's Report

No Founder's report was offered.

L. BOARD MEMBERS DISCUSSION REQUESTS AND COMMENTS

- Joe Pinto – Spike Rush and TIM Update

Mr. Pinto would like to go out and identify the worst areas of Spike Rush in Vitalia.

M. ADJOURNMENT

There being no further business to come before the Board, CDD No. 1 Mr. Covelli adjourned the meeting at 2:18p.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Printed Name

Printed Name

RESOLUTION 2022-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 6, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 6 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF TRADITION COMMUNITY
DEVELOPMENT DISTRICT 6:**

1. The following persons are elected to the offices shown, to wit:

Jerry Krbec	Chairman
Luis Pagan	Vice-Chairman
B. Frank Sakuma, Jr.	Secretary/Treasurer
George Russell	Assistant Secretary
John Slicher	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5th DAY OF OCTOBER, 2022.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 6**

Secretary / Assistant Secretary

Chairman

September 21, 2022

Mr. B. Frank Sakuma, Jr., CDM
District Manager – Special District Services, Inc.
Tradition Community Development District No. 1
10807 S.W. Tradition Square
Port St. Lucie, FL 34987

Subject: **Agreement to Provide Utility Consulting Services**

Dear Mr. Sakuma:

Raftelis Financial Consultants, Inc. (“Raftelis”) is pleased to submit this agreement to provide Utility Consulting Services (the “Agreement”) with respect to the preparation of an irrigation quality (“IQ”) water financial forecast and user rate study (the “Project”) on behalf of the Tradition Community Development District No. 1 (the “District”) IQ water utility enterprise (the “System”). Based on our discussions with the District, the Project would primarily consist of: i) preparing a five- (5) fiscal year financial forecast and corresponding revenue sufficiency and full cost recovery model and ii) the development of updated IQ water rates for monthly service including a five- (5) year rate implementation schedule, if required (the “Project”). Based on our discussions and our understanding of the Project and the needs of the District, Raftelis proposes the following for the District’s consideration:

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Robert Ori would be the technical advisor and Mr. Trevor McCarthy will serve as project manager for the engagement and will serve as the primary contacts with the District. Other financial analysts and administrative personnel for the firm may be utilized during the performance of the engagement as needed. The services covered by this Agreement shall be provided based on the direct labor and indirect cost rates presented in Attachment A, which is made a part of this Agreement.

SCOPE OF SERVICES

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Agreement.

COMPENSATION AND BILLING

Based on the scope of services as summarized in Attachment B and the direct labor billing rates as shown on Attachment A, we propose to establish a maximum not-to-exceed contract to perform the Project on behalf of the District in a not-to-exceed contract budget of \$34,750. A summary of the determination of the cost estimate is shown in Attachment C. This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by Raftelis as well as an allowance for other direct costs

such as travel, telephone, delivery charges, and subconsulting expenses, if any. It should be noted that the cost estimate is based on an anticipated staffing plan for the Project; Raftelis will have the right to use personnel that is considered to be needed to perform the scope of services that may have not been reflected on Attachment C; however, this does not apply to the principal-in-charge for the Project (except in a force majeure incident) or will a change in personnel affect the proposed project cost. The costs incurred by Raftelis for such other direct costs, if any, would be billed to the District based on the standard rate for the recovery of such costs as identified in Attachment A. It is proposed that Raftelis would bill monthly for services provided to the District relative to this engagement based on the sum of: i) the hourly amount of time spent by the Raftelis Project Team members; ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses required to assist in Project completion, as adjusted for administrative costs per Attachment A; Raftelis will not bill for the services rendered on a Lump-sum Basis. It is not anticipated that any subconsultants would be required to assist Raftelis in the completion of the Project and none has been assumed in the development of the proposed Project contract budget. To the extent that Raftelis determines that a portion of the Project would need to be performed by a subconsultant, Raftelis will notify the District of such need in writing for approval by the District prior to the assignment of any Project responsibilities to such subconsultant by Raftelis.

To the extent that the utility consulting scope of services as summarized on Attachment B, including any additional services as may be requested by the District, are performed by Raftelis but the total cost of such services, including the additional services, does not exceed the District's contract budget or cost recognized in this Agreement, no modification to the contract price to perform the additional services will be billed to the District. Additionally, if the consulting services provided by Raftelis, including any additional services, are completed and the contract budget or cost has not been fully expended by the District, Raftelis will not bill the District for the remainder of the contract budget for the utility consulting services as provided.

PROJECT SCHEDULE

Upon notification to proceed as provided by the District, which is predicated on the approval of this agreement by the District, Raftelis would complete the IQ water revenue sufficiency and rate study within 125 days after being given notification to proceed for presentation to the District Board of Directors (the "District Board") at a public workshop, the date of which has yet to be determined. The completion of the analysis would be subject to the availability of information provided to Raftelis by the District and its District Manager that would be necessary to conduct our analysis.

STANDARD TERMS AND CONDITIONS

Attachment B includes a summary of the standard terms and conditions for contractual services performed by Raftelis, which is made part of this Agreement.

(Remainder of page intentionally left blank)

NOTIFICATION

The primary contacts concerning an interpretation of the terms of the Agreement, including the scope of services as delineated in this Agreement shall include the following:

For the District:

Mr. B. Frank Sakuma, Jr., CDM
District Manager
Tradition Community Development District No. 1
10807 S.W. Tradition Square
Port St. Lucie, FL 34987
Phone Number: O 772-345-5119
Phone Number: C 772-453-0975
Email: BSakuma@sdsinc.org

For Raftelis:

Mr. Robert J. Ori
Executive Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Ave. Suite 300
Maitland, FL 32751
Phone Number: O 407-628-2600
Phone Number: C 321-436-4121
Email: ROri@Raftelis.com

DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the District should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the District will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate model update, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of one potential course of action for the District. If the District decides at some future date to issue debt, then at that time the District will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the District’s credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

Mr. B. Frank Sakuma, Jr., CDM
Tradition Community Development District No. 1
September 21, 2022
Page 4

By signing this engagement letter indicating its approval and acceptance of the of the proposed scope of work and fees, the District is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of municipal advisory services to be provided by Raftelis as part of this engagement.

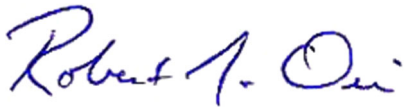
The Municipal Securities Rulemaking Board (“MSRB”) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

We appreciate the opportunity to submit this Agreement to the District to provide utility consulting services on behalf of the District’s IQ water system. If this Agreement, including the cost estimate and scope of services, are acceptable to the District, please acknowledge acceptance by authorized representative of the District as provided below and return a copy to our office. This will serve as our notice to proceed on the project.

Again, Raftelis appreciates this opportunity to work with both the District and you on this project in the near future.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Robert J. Ori

Executive Vice President

ACCEPTED BY:

Tradition Community Development District

Name

Title

Date

RJO / dlc
Attachments

ATTACHMENT A

TRADITION COMMUNITY DEVELOPMENT DISTRICT IRRIGATION QUALITY WATER REVENUE SUFFICIENCY AND RATE STUDY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES – RAFTELIS

Project Team Member/ Job Classification	Direct Labor Hourly Rate
Executive Vice President	\$265.00
Vice President / Principal Consultant	\$245.00
Senior Manager / Director of Data Services	\$230.00
Manager	\$220.00
Senior Consultant	\$210.00
Consultant	\$200.00
Senior Associate	\$170.00
Associate	\$150.00
Senior Rate Analyst / Creative Services	\$125.00
Rate Analyst	\$100.00
Analyst	\$ 80.00
Assistant Analyst	\$ 65.00
Clerical and Administration	\$ 70.00

STANDARD COST RATES

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals	Not-to-exceed per Raftelis Employee: <div style="text-align: right;">\$10.00 – Breakfast</div> <div style="text-align: right;">\$16.00 – Lunch</div> <div style="text-align: right;">\$32.00 – Dinner</div>
Subconsultant Services	Actual Cost plus 5.0%

ATTACHMENT B

TRADITION COMMUNITY DEVELOPMENT DISTRICT IRRIGATION QUALITY WATER REVENUE SUFFICIENCY AND RATE STUDY

SCOPE OF SERVICES

GENERAL

The following represents the scope of services to be performed by Raftelis Financial Consultants, Inc. (“Raftelis”) as it relates to providing utility consulting services associated with the preparation of an Irrigation Quality (“IQ”) water revenue sufficiency and rate study (the “Project”) for the Tradition Community Development District IQ water utility system (the “System”).

SCOPE OF SERVICES

The tasks included in the scope of services to perform the Project are described below:

Task 1 – Kickoff and Data Acquisition/Compilation Review: Raftelis will prepare a data request to initiate the Project and to compile statistical and financial information from the District. Raftelis will prepare a written data request and will interview staff members to collect capital and planning documentation as well as other relevant information needed to perform the revenue sufficiency evaluation and in support of the design of proposed rates, if any. Data that will be requested will include, but not be limited to, the following: i) financial data such as the adopted 2023 System operating budget and recent audited and other financial information detailing recent historical operating results; ii) available cash balances by specific fund or allocated to the System; iii) the most recent capital improvement plan including any carry-forward projects approved in prior years that are still in process; iv) historical detailed customer billing and sales statistics, including reclaimed water purchases from Port St. Lucie; v) financing and debt-related information (such as actual debt amortization schedules, loan agreements, etc.); vi) utility rate, operational, and engineering data; vii) fixed asset records and viii) other information as deemed necessary by Raftelis to prepare the System financial forecast and rate evaluation. This task assumes the attendance of one meeting with the staff of the District and Special District Services, Inc., as the “System Manager”, to review compiled information and discuss issues relative to the financial review analysis and the evaluation of the capital funding plan and sufficiency of revenues to meet the estimated expenditure requirements of the System (referred to as the “Kick-off meeting”).

Task 2 – Development of Customer Usage Forecast: Raftelis will evaluate and present up to five (5) years of statistical information as provided by the District to review trends and overall System demand requirements; subject to data availability (must be in an electronic format or annual report by customer class). The purpose of this analysis will be to identify trends in customer growth and usage relationships by rate or billing class. Based on historical trends in customer growth and usage requirements, information provided by the District, and discussions with District and System Manager staff relative to development / re-development and growth within the service area as well as potential modifications to customer needs, Raftelis will prepare a customer and sales forecast for the respective IQ System for the five- (5) fiscal year period beginning with the Fiscal Year 2023 through and including Fiscal Year 2027 (the “Forecast Period”). The forecast will be prepared on an individual class basis / service basis consistent with the existing billing parameters and based on data availability

to develop the rate revenue forecast based on existing rates by customer service type as reflected in the utility billing system since each customer type may have different service agreements and usage requirements, rates of growth, or other differences.

Based on data availability, Raftelis will prepare a customer billing profile or frequency that will allow for the development of an IQ water usage analysis for the respective customers. Referred to as a “bill frequency” the information to be obtained by Raftelis will include “by individual customer” billing records (download from the customer utility billing program by rate tier, customer class and usage block) for the Fiscal Year 2021 (or 12 consecutive month period as selected by the District) on a monthly basis such that an evaluation of billed flows, customer demands, and the ability to adjust rate structures can be evaluated.

Task 3 – Development of Revenue Projections from Existing Rates: This task involves the development of System rate revenues for the Forecast Period from existing rates recognizing: i) the results of the customer and sales forecast performed in Task 2; and ii) the District’s existing rates for service. Additionally, this task will involve a rate-revenue “reasonableness” test (reconcile model results to reported amounts on District financial or billing statements) to ensure that the revenue model and billing determinants are reasonable relative to the modeling process.

This task will also involve the projection of other operating revenues, interest income earned on unrestricted fund balances as defined in any loan agreements for the System or as may have been created by the District on behalf of the System and revenues derived from other miscellaneous utility transactions (e.g., customer service charges).

Task 4 – Development of Operating Expense Projections: This task involves the development of a projection of the estimated amount of annual operating and maintenance expenses (the “Operating Expenses”) identified to be funded from IQ water rates for the Forecast Period. This task will be performed in sufficient detail in order to: i) recognize the primary expenses incurred for the System; ii) assist in the projection of expenditures for the applicable Forecast Period; iii) recognize changes in operating costs due to changes in utility operation, the implementation of the capital improvement program, and to recognize non-recurring expenses; and iv) have sufficient detail to evaluate recovery of cost by rate structure attribute. Finally, other operating expenses such as inter-fund transfers, administrative allocations, contingency reserves, insurance needs, and other expenses will be evaluated to design rates that promote the full recovery of costs.

Task 5 – Capital Improvement and Funding (Flow of Funds) Analysis: This task involves working with the District and the System Manager to identify the System applicable capital improvement program for the Forecast Period and to develop a funding analysis to identify available sources of funds for financing of the respective capital improvement program and the estimated impact on utility rate revenues associated with the capital funding program for such period. The forecast will assume a “fully funded” capital plan for all capital projects identified by the District and the System Manager. This task will also involve a review of all fund balances available (by individual fund) for financing the capital improvement program, identification of the status of current capital projects currently in process, assistance in the funding of the capital program or the identification of the timing of when funds should be expended for the capital facilities, the identification of the need for securing external sources such as revenue bonds or notes and / or loans from the State Revolving Fund loan program to fund the capital program and to limit or phase-in rate during the Forecast Period, and the identification of capital needs to serve existing as well as future customer growth. As part of this task, Raftelis

will also consider prior period capital projects that are still underway, and which have a claim on the existing financial resources of the System (construction-work-in- progress). Additionally, this task will include the development of a cash flow model by specific fund to evaluate System liquidity and the availability of funds to finance the capital program. Finally, a review of capital re-investment rates will be considered to provide a programed funding level for ongoing utility plant replacement, renewals, rehabilitation and upgrades from utility service rates.

Task 6 – Other Revenue Requirement Identification and Management Dashboard: To meet the financial obligations of the District’s utility systems, Raftelis will review the financial aspects of the District’s utility systems to potentially recognize other revenue requirements that may need to be allocated or included in the rate analysis and program updates to the financial forecast model. This task will include assistance in the development of fiscal targets in terms of working capital maintenance, the funding of capital re-investment for long-term planning needs, the funding of other departmental capital or maintenance reserves for items such as vehicles and equipment, and the recognition of any other transfer requirements that may be associated with the utility system. As part of this task, Raftelis will develop a “management dashboard” to allow for the review of the financial position of the utility and the ability to perform sensitivity analyses to finalize the financial forecast. As part of this task, Raftelis will work with the District and the System Manager to identify any fiscal policies and financial performance targets that will provide guidelines and support for the financial forecast and revenue sufficiency fiscal policies necessary to address the need for goals related to financial performance indicators, such as debt service coverage ratios and reserve fund (liquidity) levels that the District may deem necessary. During the performance of Tasks 2 through 5, Raftelis will attend two (2) virtual off-site meetings to discuss assumptions, issues, and results with the District.

Task 7 – Compliance Analysis: This task will be a continuation of the Task 6 activities and will be conducted to identify the ability of the recommended rates to meet any rate covenant and flow of fund requirements as defined in the governing bond resolution or loan agreements that authorized the issuance of the outstanding utility system revenue bonds or specific policies that may have been adopted by the District. The compliance analyses will be performed for the Forecast Period to maintain the financial integrity of the System.

Task 8 – Development of Net Revenue Requirements and Rate Impact Analyses and Staff Presentation: Based on the above tasks, Raftelis will prepare a summary of the total net revenue requirements of the IQ water system and the accompanying rate impact requirements for each fiscal year of the Forecast Period. One (1) virtual off-site meeting will be held with the District and System Manager staff to present the initial study findings and results associated with the revenue sufficiency analysis. Based on the results of the staff meeting, Raftelis will make modifications to the analysis prior to the initiation of the rate design aspects of the study.

Task 9 – Allocation of Net Revenue Requirements and Design of IQ Water Rates: Based on the calculated total System Net Revenue Requirements, Raftelis will allocate the cost of providing service to costs to the cost classification categories (fixed, variable, customer, revenue, etc.). Based on the allocated costs, the details of the customer forecast and bill frequency data, and the rate objectives of the District, Raftelis will design proposed IQ water rates for the District for the Test Year (Fiscal Year 2023). Any subsequent rate adjustments identified as part of a rate phasing plan, if any, to meet the estimated financial needs of the System will be applied uniformly to the proposed Test Year rates. Up to two (2) different rate designs will be considered based on data availability. One (1) virtual off-site meeting will be held with the District and System Manager staff to present the results of the rate design evaluation and customer impact analysis.

Task 10 – Rate Comparisons with Other Utilities: Raftelis will prepare comparisons of the existing and proposed Test Year IQ water rates with those of other neighboring or similar utilities. This will provide an indication to the District of the rate levels charged by others in relation to the existing and proposed rates of the District.

Task 11 – Technical Memorandum and Presentation of Study Results and Findings: Raftelis will prepare a technical memorandum documenting all our analyses, assumptions, and considerations for final review by District staff (the “Study”). This task assumes the attendance of an on-site meeting with the District staff to present the results of the final draft study findings and results. Based on the results of the staff meeting, Raftelis will make any modifications to the analysis prior to submittal of the recommendations for consideration by the District Board of Supervisors (the “Board”).

Task 12 – Irrigation Rate Tariff Review: Raftelis will assist the District Attorney, as required, in drafting amendments to the existing Irrigation System Rules and Regulations (the “Irrigation Rules”) that delineates the utility rate tariff, to incorporate the proposed IQ water rates reviewed by Raftelis for presentation to and adoption by the District Board. Raftelis will review the rate tariff to check to consistency with the recommended changes as contained in the Study.

Task 13 – Public Hearings: To present the rates to the District Board and the public with respect to the recommendations as delineated in the Study, Raftelis will attend one public hearing with the District Board associated with the first reading of the rate tariff adoption process. Raftelis will submit materials related to the presentation one week in advance of the District Board public meeting.

MEETINGS

During the course of this engagement, it is anticipated that Raftelis will attend a total of three (3) on-site meetings and four (4) virtual off-site teleconference meetings consisting of:

- One (1) on-site kickoff and data collection meeting with District staff;
- One (1) public hearing (workshop or formal public hearing) at District to present the results of the IQ water study to the District Board; and
- Four (4) virtual teleconference (off-site) meetings to review project progress, assumptions and to evaluate analyses.

The attendance of any additional meetings will be considered as an additional service. For the purposes of the scope of services and the development of the project cost estimate shown on Attachment C, an allowance for i) six (6) hours per on-site meeting per Raftelis representative; and ii) one (1) hours per off-site Webex® meeting per Raftelis representative has been assumed.

DISTRICT STAFF ASSISTANCE

As with any major study performed for a public utility, the staff will be called upon to provide assistance to Raftelis to complete the engagement on a timely basis and within the budget assumed in this Agreement. The

following is a list of the activities anticipated to be performed by the staff of the District and/or the System Manager:

1. The gathering of specific customer, operational and financial data and information relative to the Project;
2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the District;
3. Providing assistance in the formulation of policy decisions relative to cost or need determination, cost allocation and rate design. An example would include rate-phasing alternatives, capital improvements project prioritization, etc.;
4. Providing assistance in public relations program, scheduling of the District Board meetings, and communication of the “political” aspects of the Project;
5. Performing a general review and providing comments relative to the results of our analyses and reports to the District; and
6. Assistance by the District’s clerk and its legal counsel in the development of the modification to the Irrigation Rules.

ADDITIONAL SERVICES

During the Project, the District may request additional services relative to the performance of the rate study update from Raftelis. Such services will not be conducted unless mutually agreed by both the District and Raftelis. All invoices for additional services performed by Raftelis will be based on the hourly rate schedule of Raftelis members as identified on Attachment A of this Agreement or some other basis as mutually agreed between the District and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of meetings with District staff, District committees or interested parties, or public hearings with the District Board in addition to what is contemplated in the scope of services.
2. The derivation of additional rate design alternatives beyond what is contemplated in the scope of services.
3. Design of miscellaneous service charges not specifically addressed in the scope of services.
4. Performance of any annual update to the financial forecast after completion of the rate study.
5. Preparation of any documents in support of securing external financing for System capital projects.
6. Preparation of any computer model documentation or providing training to District staff relative to the use of the financial model that may developed during Project development.
7. Delays in the Project schedule at no fault to Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.

ATTACHMENT C

Tradition Community Development District No. 1

Preliminary Job Cost Estimate for Irrigation Quality Water Revenue Sufficiency and Rate Study

Line No.	Activity	Task No.	Executive Vice President	Senior Associate	Rate Analyst	Clerical & Admin.	Totals
1	Project Billing Rates (\$/Hr.)		\$ 265.00	\$ 170.00	\$ 100.00	\$ 70.00	
	Scope of Services						
2	Data Acquisition / Compilation Review	1	1	4	-	1	6
3	Development of Customer Billing Frequency	2	1	6	24	-	31
4	Development of Customer Usage Forecast (Including Historical Compilation)	2	1	6	4	-	11
5	Development of Revenue Projections from Existing Rates	3	1	4	8	-	13
6	Development of Operating Expenses Projections (Including Reclaimed Water Purchases)	4	2	6	6	-	14
7	Capital Improvement and Funding (Flow of Funds) Analysis	5	2	4	6	-	12
8	Other Revenue Requirement Identification and Management Dashboard	6	2	6	10	-	18
9	Compliance Analysis	7	1	3	-	-	4
10	Rate Comparison with Other Utilities	8	1	2	6	-	9
11	Allocation of Net Revenue Requirements and Design of IQ Water Rates	9	2	6	14	-	22
12	Technical Memorandum and Presentation of Study Results and Findings - Report	10	6	10	-	5	21
13	Irrigation Rate Tariff Review	11	2	2	-	1	5
14	Public Hearings - Board Presentation Preparation	12	2	4	-	2	8
	Meetings						
15	Data Compilation and Issue Review (One On-site Meeting)	1	6	6	-	-	12
16	Attend District Board Presentation of Findings (One-On-site meeting)	12	6	6	-	-	12
17	Virtual Meetings-Analytical and Methodology Review Sessions (4 Off-site Virtual Meetings)	1 - 9	4	8	8	-	20
18	Project Management Allowance	All	1	-	-	2	3
19	Total Project Hours		41	83	86	11	221
20	Total Direct Labor Cost - All Tasks		\$ 10,865	\$ 14,110	\$ 8,600	\$ 770	\$ 34,345
21	Average Hourly Billing Rate						\$ 155.41
	Allowance for Other Direct Costs						
22	Telephone Allowance						\$ 25
23	Travel Costs (272 Miles Round Trip * \$0.625/Mile + Tolls at \$15.00 Roundtrip)						370
24	Subconsulting Services						-
25	Raftelis Subconsulting Administrative Allowance						-
26	Miscellaneous Expense Allowance (Delivery Charges, etc.)	5.00%					10
27	Total Allowance for Other Direct Costs						405
28	Total Budgeted Project Cost						\$34,750

I. SCOPE

Raftelis Financial Consultants, Inc. ("Raftelis") agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within 30 days of receiving the invoice. Amounts paid after 30 days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by Raftelis.

III. RESPONSIBILITY

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If Raftelis' performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis' subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

Raftelis agrees to indemnify, defend, and hold Client harmless from and against any liability caused by the negligent errors or negligent omissions of Raftelis, its

agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold Raftelis harmless from and against any liability caused by the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

VI. INSURANCE

Raftelis shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$300,000
Medical Expense (Any One Person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed/Operation General Aggregate	\$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$3,000,000 aggregate.

VII. SUBCONTRACTS

Unless specifically specified in the Agreement, Raftelis shall be entitled, to the extent determined to be appropriate by Raftelis, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

XIV. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by Raftelis: a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 90 days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

XVIII. E-VERIFY REQUIRED

Raftelis and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Raftelis agrees and acknowledges that the Client is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Raftelis by entering into this Agreement with the Client, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees; (ii) during the year prior to making its submission or entering into this Agreement, no contract of Raftelis was terminated by a public employer in compliance with Section 448.095, Florida Statutes; and (iii) Raftelis is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Additionally, Raftelis shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering into the Agreement and then annually on each anniversary of the Agreement's Effective Date. The Client's receipt of proof that Raftelis and each subcontractor performing through

Raftelis are E-Verify system participants is a condition precedent to entering this Agreement. The submission of an executed affidavit, similar to the affidavit in Exhibit A, from the Raftelis and any subcontractor stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this requirement.

Notwithstanding any other provision herein, if the Client has a good faith belief that Raftelis or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Client shall terminate this Agreement. Raftelis shall be liable for any additional costs incurred by the Client as a result of the termination of this Agreement based on the failure of Raftelis or its subcontractors to comply with the E-Verify requirements referenced herein.

XIX. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the person signing the Agreement on behalf of the Client and shall be effective upon delivery to the address stated in the Agreement.

XX. PUBLIC RECORDS

Pursuant to applicable Florida law, Raftelis' records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. Raftelis shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).



May 18, 2022

Tradition Community Development District No. 1
% Special District Services, Inc.
10807 SW Tradition Square
Port St. Lucie, FL 34987

RE: Hydrometer Telemetry

Dear Mr. Frank Sakuma,

Thank you for allowing Agricultural Services International the opportunity to propose the following cost:

Scope of Work

- Install (10) Atlas devices that provide 2 I/O at each of the major water consuming sites
 - Includes pressure transducer
 - Price includes annual communication fee for each site
 - Includes use of owner provided pulse outputs; in the event these units are not working there will be an additional charge
- Install (10) new 3-way selectors and 12VDC latching solenoids
- Paint all manifolds
- 1 year warranty of all units
- Communication for each unit will be assessed separately at time of installation at \$5 per unit
- Reports can be generated for usage at each site via the app on a cell phone or desktop

Materials	\$ 25,688.93
Labor	\$ 5,000.00
Total	\$ 30,688.93

BE ADVISED QUOTE IS ONLY GOOD FOR 10 DAYS

If you have any questions regarding the above proposal, please do not hesitate to contact my office at your earliest convenience. Thank you.

Sincerely,
Bill Marine - President



May 18, 2022

Tradition Community Development District No. 1
% Special District Services, Inc.
10807 SW Tradition Square
Port St. Lucie, FL 34987

RE: Hydrometer Telemetry

Dear Mr. Frank Sakuma,

Thank you for allowing Industrial Services International the opportunity to propose the following cost:

Scope of Work

- Install (10) Atlas devices that provide 2 I/O at each of the major water consuming sites
 - Includes pressure transducer
 - Price includes annual communication fee for each site
 - Includes use of owner provided pulse outputs; in the event these units are not working there will be an additional charge
- Install (10) new 3-way selectors and 12VDC latching solenoids
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Materials	\$ 25,688.93
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Total	\$ 30,688.93

BE ADVISED QUOTE IS ONLY GOOD FOR 10 DAYS

If you have any questions regarding the above proposal, please do not hesitate to contact my office at your earliest convenience. Thank you.

Sincerely,
Bill Marine - President



1304 N 15th Street, Immokalee, FL 34142
Tel. 239.657.5519 Fax 239.658.2474

QUOTATION/PROPOSAL

DATE	QUOTE NO.
9/5/2022	5588

CUSTOMER NAME
Tradition CDD 1 Irrigation c/o Special District Services, Inc. 2501A Burns Rd. Palm Beach Gardens, FL 33410

TERMS	REP	SHIP VIA	PROJECT
Net 15	SDL		Tradition Various Locations

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
	20 Piccolo XR's units that need to be replaced at various sights that have old cabinets and have never been installed by contractor This does not include sites that may require hydrometers. Sites will have to be evaluated for different main line sizes.			
88.XR2.HIGH	Piccolo XR 2 I/O'S UHF Radio 450-470MHz 12.5 khz	20	908.00	18,160.00
AM1206L	12" x 10" x 6" AM Series JIC Size Junction Box w/Snap Latch Hinged Cover	20	105.00	2,100.00
PA120	12" x 10" AM Series Aluminum Back Panel	20	15.49	309.80
BSP-2-7	2.5 W 7v Solar Panel w/ Blocking Diode	20	49.00	980.00
SP-2	2'ftx1"x1/4" Aluminum Flat Bar (Bracket for BSP-2-7)	20	10.00	200.00
621-1283	6v 12ah Powersonic battery	20	62.07	1,241.40
XR Antenna Cable	Piccolo/PIU Antenna Jumper Cable 10'	20	38.00	760.00
54647	Grounding Disc 6" 3/8" hole use with antenna/ kit #493711	20	18.46	369.20
24612	L Bracket for a 3/8" Hole	20	7.00	140.00
ANT-5	5ftx1"x1/4" aluminum flat bar Piccolo XR antenna bracket	20	19.00	380.00
1253127121	GEM-A BRS 1/8"NPT 3WNO 1.6 NBR 3PMO 12/24V LATCH +MOLDED CONN	20	125.90	2,518.00
Misc	Miscellaneous (wire, conn, fitt, etc.)	20	129.00	2,580.00
INSTALL	Installation	20	375.00	7,500.00
TT	Travel Time x 5 days x 2 trucks (20 hours per truck)	40	55.00	2,200.00
	This would also include checking hydrometer functions, plumb for normally closed operation, and configure in ICC software.			
Thank you for your business.		TOTAL		
		\$39,438.40		

Quote is only good for 30 days.



1304 N 15th Street, Immokalee, FL 34142
Tel. 239.657.5519 Fax 239.658.2474

QUOTATION/PROPOSAL

DATE	QUOTE NO.
9/5/2022	5589

CUSTOMER NAME
Tradition CDD 1 Irrigation c/o Special District Services, Inc. 2501A Burns Rd. Palm Beach Gardens, FL 33410

TERMS	REP	SHIP VIA	PROJECT
Net 15	SDL		

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
	Ag-Tronix monitoring and managing 49 POC sites for Tradition Irrigation (Cost per month)			
TS1	Technical Services (4 onsite trips per month, 1 technician)	4	900.00	3,600.00
MS1	Motorola Services (2- Irrinet M's)	2	100.00	200.00
MS1	Motorola Services (49 piccolo XR's)	49	50.00	2,450.00
	This proposal does not include any parts that may need to be replaced or repaired.			
We look forward to working with you.		TOTAL		
		\$6,250.00		

Quote is only good for 30 days.

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2022, by and between **SPROCKETS ADVENTURES, INC.**, a Florida corporation (hereinafter called "**Sprockets**") and **TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1**, a community development district created in accordance with Chapter 190, Florida Statutes (hereinafter called the "**Customer**").

RECITALS

WHEREAS, the electric bicycles and related equipment (the "E-bikes") described in that certain Elby Sales Confirmation attached hereto as Exhibit "A" (the "Sales Confirmation") have been transferred to the Customer; and

WHEREAS, the E-bikes shall be stored at such location or locations (the "Tradition Premises") as may be designated by the Customer from time to time in written notice provided to Sprockets; and

WHEREAS, Sprockets desires to provide maintenance and repair services for the E-bikes as provided in Exhibit "B" attached hereto and incorporated as if fully set forth herein (the "**Maintenance Services**").

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS

Preface. The foregoing Recitals are true and correct and are hereby incorporated as if fully set forth herein. Sprockets and the Customer may collectively be referred to as the "Parties" and individually as "Party" when the context so requires.

1. **Services.** Sprockets agrees to provide the Maintenance Services to the Customer throughout the Term (as hereinafter defined), and in accordance with the terms of this Agreement.
2. **Fees.** Customer shall pay Sprockets the fees with respect to the Maintenance Services as set out in Exhibit "B" hereto. Payments owing in accordance with this Agreement shall be payable as provided in the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.
3. **Performance of Services.** Sprockets will perform the Maintenance Services in accordance with the terms and conditions of this Agreement. If Sprockets personnel are working on the Tradition Premises: (a) Customer will provide a safe and secure working environment for such personnel; and (b) Sprockets will comply with all reasonable workplace safety and security standards and policies of which Customer will notify Sprockets in writing in advance of the commencement of any Maintenance Services hereunder.
4. **Relationship of the Parties.** Sprockets is an independent contractor. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees and agents, as well as employment related taxes.
5. **Warranty.** Sprockets hereby represents and warrants to Customer that:

- a. The Maintenance Services (as set out in Exhibit "B") are sufficient to properly maintain the E-bikes under normal use, throughout the Term; and
- b. Sprockets will perform the Maintenance Services in a professional and workmanlike manner consistent with applicable industry standards.

6. **Indemnity.** Sprockets agrees to indemnify the Customer and their respective directors and officers (collectively, the "**Released Persons**") and save each of them harmless in respect of all losses, costs, damages and claims that it/they may suffer or incur as a result of the breach by Sprockets of any of its representations, warranties and/or covenants and obligations herein, or other negligent act(s) including without limitation, the failure of Sprockets to properly maintain the E-bikes as provided herein. In the event Sprockets fails to indemnify the Customer, its members, directors, officers, employees, and agents, or the management company providing services at the Tradition Premises pursuant to this Section 6, Sprockets shall fully indemnify the Customer, its members, directors, officers, employees, and agents, and the property management company providing services at the Tradition Premises for its attorneys' fees, costs, and expenses (including appeals, if any, as well as attorneys' fees, costs and expenses incurred in determining or quantifying the amount of recoverable attorneys' fees and costs) in enforcing the terms of this Agreement arising out of Sprockets' challenge to the enforceability of their right to be indemnified as set out in this Section 6.

7. **Limits of Liability.** Neither party shall be liable hereunder for indirect, special, consequential, exemplary or punitive damages (including lost profits or savings) even if it has been advised of their possible existence.

8. **Insurance.**

- a. At all times while it is performing the Maintenance Services, Sprockets shall keep in full force and effect during the entire term of this Agreement, at its own expense the following insurance coverages. Such policies shall be evidenced by Certificates of Insurance naming the Customer as an "additional insured" under the policies. The insurance policies shall contain a provision that coverage afforded under the policies shall not be cancelled until at least thirty (30) days prior notice has been given to the Customer. In the event that any such insurance is cancelled, Sprockets is required to promptly replace said policy and agrees not to perform any work under this Agreement during such time as any policy is not in full force and effect. Coverage shall apply on a primary basis without contribution from any policy of the Customer or of the Customer's authorized agents and representatives.
 - i. Workers' Compensation Insurance as may be required by law and within statutory limits for all employees of Sprockets
 - ii. Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, for bodily injury and property damage.
 - iii. Automobile Liability Insurance covering owned, non-owned, and hired vehicles used in connection with the Maintenance Services, in an amount not less than Five Hundred Thousand Dollars (\$500,00.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate, for bodily injury and property damage.
- b. The Customer shall be included as an additional insured on all required insurance policies with respect to liability arising out of the operations of Sprockets with regard to the Maintenance Services. Before starting the Maintenance Services and as a

precondition to this Agreement, as well as upon the placement, renewal, amendment or extension of all or any part of the insurance, Sprockets shall furnish to the Customer certificates of insurance and copies of all such insurance policies and evidence that the said policies will not be canceled (before all Maintenance Services under this Agreement is completed) without the Customer's written consent.

- c. Sprockets shall be responsible for all deductible amounts for each and every loss arising out of its performance or non-performance of the Services and that are insured under policy(ies) of insurance.
- d. Sprockets agrees by entering into this Agreement to a waiver of subrogation for each required policy. This waiver of subrogation requirement shall not apply to any policy where a condition of the policy specifically prohibits such an endorsement, or voids coverage should Sprockets enter into such a contract on a pre-loss basis.

9. **Expiration and Termination.** The term of this Agreement (the "**Term**") shall commence as of the date first above written ("**Commencement Date**") and shall terminate twelve (12) months following the end of the month in which the Commencement Date occurred. The Term shall thereupon automatically renew on the same terms and conditions for successive periods of one (1) year each, unless and until either party delivers written notice to the other of its intention to not renew, at least sixty (60) days prior to the end of the then current Term. The Parties may terminate the Agreement as set forth in this Section 9. In the event of any termination pursuant to this Section 9, the Customer shall only be responsible to pay Sprockets through the date of such termination for actual services rendered through such date of termination. In no event shall Sprockets have a cause of action against the Customer for any monies past the termination date except for monies due Sprockets which accrued prior to the termination date. The Parties waive any and all claims for damages resulting from such termination, including, without limitation, lost profits, consequential damages, punitive damages, incidental damages, etc.

9.1 Termination for Cause. Either Party shall have the right to terminate this Agreement upon ten (10) days written notice if either Party breaches any material term of this Agreement, and if such breach is capable of being cured, the breaching Party fails to cure such breach within thirty (30) days after receipt of written notice specifying such breach from the non-defaulting Party. Either Party will have the right to terminate this Agreement immediately if the other becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for such other party or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against such other Party.

9.2 Termination for Convenience. Each Party shall have the right to terminate this Agreement for convenience and without cause upon sixty (60) days written notice to the other Party.

10. **Dispute Resolution.** In the event of a dispute between the Parties, the Parties shall put forth a good faith effort to resolve such dispute by informal mediation prior to the initiation of a lawsuit regarding the dispute. Such informal mediation shall minimally include written notice from the complainant-Party to the other Party which notice must provide an opportunity to conduct an in-person meeting of the Parties to resolve the dispute. In the event the complainant-Party does not receive written response from the other Party within ten (10) business days of such written notice and opportunity for an in-person meeting, this Section 10 shall be deemed satisfied, and

the complainant-Party may take such measures to resolve the dispute as allowed by the Laws of the State of Florida.

11. **Survival.** The provisions of this Agreement which expressly or by their nature survive expiration or termination of this Agreement, including, but not limited to, Sections 2, 5, 6, 7, 8, and 9 will remain in effect after the expiration or termination of this Agreement.

12. **Miscellaneous.**

- a. **Assignment.** This Agreement may not be assigned by any party without the prior written consent of the other party.
- b. **Force Majeure.** If there is a default or delay in either party's performance of its obligations under this Agreement other than payment of fees and other amounts owing hereunder and the default or delay is caused by circumstances beyond the reasonable control of the party including, but not limited to, fire, flood, earthquake, elements of nature, acts of god, pandemic, explosion, power failure, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labor unrest such as strikes, slowdowns, picketing, or boycotts (the "Force Majeure Events"), then that party shall not be liable for the default or delay and shall be excused from further obligations on a day-by-day basis. The party claiming relief under this Section (the "Impacted Party") shall notify the other party in writing of the existence of the Force Majeure Event relied on within three (3) calendar days of such event, and the cessation or termination of said event, and the Impacted Party shall exercise reasonable commercial efforts to minimize the time of any such delay. In the event the Impacted Party's failure or delay remains uncured for a period of ten (10) consecutive calendar days following the date of notice of the Force Majeure Event, the other Party may thereafter terminate this Agreement upon five (5) calendar days' written notice to the Impacted Party.
- c. **Notices.** All notices provided will be given in writing and delivered via overnight courier signature required (such as Federal Express, UPS, etc.) or registered first class mail. All notices will be considered received upon confirmation of delivery via courier or registered first class mail. All notices shall be sent to the parties at the following locations:

To: TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 1

10807 S.W. Tradition Square
Port St. Lucie, Florida 34987
Attn: B. Frank Sakuma, Jr.

To: SPROCKETS ADVENTURES,
INC.

10190 SW Village Parkway
Suite 107
Port St. Lucie, FL 34987
Attn: Louis Patterelli

With a copy to:

Daniel B. Harrell, Esq.
1600 South Federal Highway, Suite 200
Fort Pierce, Florida 34950

- d. **Severability.** In the event that any provision or any part of any provision is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this Agreement shall be construed as not containing such provisions

or part of such provisions and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof.

- e. **Governing Law.** This Agreement and all of the rights and obligations arising here from shall be interpreted and applied in accordance with the laws of the state of Florida. Any civil action or other legal proceedings between the Parties arising out of or relating to the Agreement shall be brought and heard in a state court located in St. Lucie County, Florida with respect to such actions or proceedings, each Party hereto expressly waives any rights under any law or rule to cause any such proceeding to be brought or heard in or transferred to any other court. The Parties may agree to arbitrate any dispute between them so long as all Parties are in agreement.
- f. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purpose. The Parties agree to accept a digital image of the Agreement as executed, as a true and correct original and admissible as best evidence for the purposes of State law and Federal law.
- g. **Attorney Fees and Costs.** In the event of any litigation, arbitration or other legal proceedings, including appeals, arising as a result of any action brought to compel a Party to perform under the Agreement or to enforce the terms of the Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses, and costs (including appeals, if any) as well as attorneys' fees, costs, and expenses incurred in determining or quantifying the amount of recoverable attorneys' fees and costs.
- h. **Remedies.** If any of the Parties fail to perform under the Agreement, then the performing Party shall have the right to seek specific performance of the Agreement against the non-performing Party without waiving any other rights, remedies or damages. Any remedy of the Party as may be set out in the Agreement shall be in addition to all other lawful remedies.
- i. **Entire Agreement.** This Agreement, together with all schedules hereto and documents expressly referred to herein, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, representations, understandings, and agreements.
- j. **Waivers.** The failure of the Customer to exercise any power or right given hereunder or to insist upon strict compliance by Sprockets with any of its obligations hereunder, and any custom or practice of the Parties at variance with the terms of the Agreement, shall not constitute a waiver or variation of the Customer's rights to demand exact compliance with the terms.
- k. **Headings.** The section and subsection headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.
- l. **Gender.** Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all words herein in the feminine gender shall be deemed to include the masculine or neuter gender, all words herein in the neuter gender shall be deemed to include the masculine or feminine gender, all singular words shall include the plural, and all plural words shall include the singular.

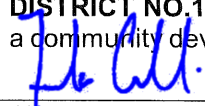
- m. **Amendment.** The Agreement may be amended only by an agreement in writing signed by the Parties hereto.
- n. **Binding Agreement.** The Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective agents, employees, representatives, partners, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, lessees and successors in interest.
- o. **Preparation of the Agreement.** Notwithstanding the fact the Agreement may have been drafted by counsel to one Party, each of the Parties hereto acknowledge and agree that each Party had sufficient input in its drafting so that the Agreement represents the fully negotiated and fair agreement of the Parties. Accordingly, any subsequent interpretation of the Agreement shall not be read to favor on Party or the other solely because the Agreement was drafted by the counsel for one of the Parties.
- p. **The term “shall”.** The term “shall” as used herein means “must” and “mandatory” and in no event can a permissive meaning be ascribed to such term.
- q. **Public Records.** Sprockets shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by Sprockets in conjunction with this Agreement. Sprockets acknowledges that the designated public records custodian for the Customer is Special District Services, Inc.
- r. **Verification of Employment Status.** Sprockets shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons Sprockets employs in performing its obligations under this Agreement. In furtherance of this requirement, Sprockets (i) shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by Sprockets during the term of the Contract Documents, and (ii) if Sprockets enters into a contract with a subcontractor during the term of this Agreement, (A) obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien,” as that term is defined in Section 448.095(1)(k), Florida Statutes, and (B) maintain a copy of such affidavit for the duration of this Agreement.

PUBLIC RECORDS NOTICE: IF SPROCKETS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CUSTOMER, SPECIAL DISTRICT SERVICES, INC., AT 772-345-5119, 10807 SW TRADITION SQUARE, PORT ST. LUCIE, FLORIDA 34987.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above:

TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO.1
a community development district



Signature:

Frank Covelli

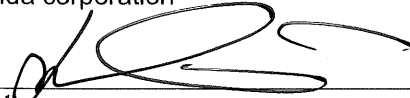
Name:

Chairman

Title:

I/We have the authority to bind the corporation

SPROCKETS ADVENTURES, INC.
a Florida corporation



Signature:

Louis Patteralli

Name:

Owner

Title:

I/We have the authority to bind the corporation

EXHIBIT “A”

SALES CONFIRMATION

EXHIBIT “B”

SPROCKETS MAINTENANCE E-BIKE SERVICES

Air Tires: \$60 at the station per 6 bikes.

Clean Bike & Lube Chain: \$40 per bike (recommended bi-monthly).

Tune Ups: 2 recommended per year at \$200 per bike.
(12 Initial bikes = \$2,400 per year).

Flat Repairs: (as needed) Labor \$45 per front tire, parts not included.
(as needed) Labor \$60 per rear tire, parts not included.]
Tube estimated cost \$22. Tire estimated cost \$55.

Chain Install: \$30 Labor. Parts \$40.

Brake Adjustment: \$40 Labor. Parts (Disk brakes) \$60.

Gear Adjustment: \$40 per service.

Wheel Straighten: \$65 per bike. Spokes \$5 each.

Bottom Bracket: Labor \$50. Parts \$60 per bike.

Cassette/FreeWheel: Labor \$50. Parts \$60 per bike.

Bearing Adjustment: Labor \$50. Parts \$8 per bearing.

Drive Train: Parts as needed (cost estimates based on bikes original equipment)
Labor \$50-\$100 per service.

Technology Diagnostic Service: \$120 per bike/per service.
(parts & labor to be determined).

TBD - Suspension Fork Service: \$ TBD. Parts \$ TBD.

TBD – Hydraulic Brakes: \$ TBD. Parts \$ TBD.

Miscellaneous Repairs Based on Requirements \$ TBD.

Bike Retrieval : Monday – Friday \$50 per bike (retrieve & returned to docking station)
Saturday \$90 per bike (retrieve & returned to docking station)
Sunday \$130 per bike (retrieve & returned to docking station)
Only as required according to the Elby App Dashboard.

September 26, 2022

Board of Supervisors
Tradition Community Development District No. 9
c/o District Manager
Port St. Lucie, Florida

Re: Bond Counsel and Disclosure Counsel Representation of Tradition Community
Development District No. 9 (the "District")

Ladies and Gentlemen:

This following sets forth the basis on which we are prepared to render services to the District in connection with its proposed Special Assessment Bonds, Series 2022 (Community Infrastructure) (the "Bonds") to be issued for the principal purpose of financing and refinancing certain public infrastructure and improvements relating to the "New CIP," as referenced in the assessment proceedings previously adopted by the District and Tradition Community Development District Nos. 7, 8 and 10. It is our understanding that the Bonds will be publicly sold by negotiated sale to an underwriter and offered pursuant to a Limited Offering Memorandum (the "CI LOM").

In our capacity as bond counsel, our primary responsibility will be to render an objective legal opinion with respect to the authorization and issuance of the Bonds. As bond counsel, we will examine applicable law, prepare the appropriate documents authorizing and securing the Bonds and other necessary documents, consult with the parties to the transaction prior to the issuance of the Bonds, review certified proceedings, and undertake such additional duties as we deem necessary to render the opinion.

Assuming completion of the proceedings to our satisfaction, we will render our opinion, subject to customary assumptions and limitations, that:

(i) The District, as an independent special district and unit of local government organized and existing under the laws of the State of Florida, has the power to adopt the resolution relating to the issuance of the Bonds and to perform its obligations thereunder and to issue the Bonds;

(ii) The resolution relating to the issuance of the Bonds has been duly adopted by the District and the master indenture, as supplemented, in connection with the Bonds creates a valid lien on the funds pledged thereby for the security of the Bonds and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms;

(iii) The issuance and sale of the Bonds has been authorized by the District and upon proper execution and authentication, the Bonds constitute valid and binding obligations of the District payable in accordance with, and as limited by, the terms of the indenture;

(iv) The interest paid on the Bonds will be excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed upon individuals and corporations.

In addition, in our role as bond counsel we will be responsible for reviewing all resolutions to be adopted by the District in connection with the levy of the special assessments securing the Bonds.

Our opinion as bond counsel will be executed and delivered on the date the Bonds is exchanged for its purchase price and will be based on facts and laws existing as of its date. Upon delivery of such opinion, our responsibilities as bond counsel will be concluded with respect to the Bonds. Specifically, but without limitation, we do not undertake (unless separately engaged) to provide continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes.

In rendering our opinion as bond counsel, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. We do not review the financial condition of the District, the feasibility of any project to be refinanced by proceeds of the Bonds, or the adequacy of the security provided to owners of the Bonds and will express no opinion relating thereto.

In performing services as bond counsel, our client will be the District and we will represent its interests. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in any transaction. Our representation of the District does not alter our responsibility to render an objective opinion as bond counsel.

In connection with the foregoing bond counsel services, we will charge a flat fee of \$60,000, plus our actual out-of-pocket costs.

We would also serve in the capacity of disclosure counsel to the District. In that role, our primary responsibility will be to prepare the CI LOM pursuant to which the Bonds is marketed by the underwriter thereof, assist in a due diligence review in connection with the offering statements, and render customary objective legal opinions to the effect that, subject to customary qualifications, the CI LOM did not as of its date contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding the District's financial statements, the financial, statistical and demographic data, the information relating to the book-entry only system of registration, as to which no opinion will be expressed).

Our opinion as disclosure counsel will be executed and delivered on the date the Bonds is exchanged for its purchase price and will be based on facts and laws existing as of its date. Upon delivery of such opinion, our responsibilities as disclosure counsel will be concluded with respect to the Bonds.

In connection with the foregoing disclosure counsel services, we will charge a flat fee of \$50,000, plus our actual out-of-pocket costs.

Our respective fees will be contingent upon the closing of the Bonds. In the event the financing is consummated, our fees for services rendered will be paid at the closing and delivery of the Bonds.

If the foregoing is acceptable to you, please have the appropriate officer of the District indicate the District's acknowledgment and acceptance thereof in the space provided for that purpose on the enclosed photocopy of this letter. Such execution will evidence the District's retention of Greenspoon Marder LLP as bond counsel and disclosure counsel upon the terms and conditions set forth herein.

If you have any questions or comments concerning the foregoing, please do not hesitate to contact the undersigned.

Very truly yours,

GREENSPOON MARDER LLP



Denise J. Ganz, Esq.
For the Firm

THE FOREGOING IS AGREED AND
ACCEPTED THIS _____ DAY OF _____,
2022.

TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 9

By: _____

Title: _____

ISSUER DUE DILIGENCE CHECKLIST
TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9 (the “DISTRICT”)
SPECIAL ASSESSMENT BONDS, SERIES 2022
(COMMUNITY INFRASTRUCTURE) (the “CI BONDS”)

I. Matters Related to Districts

- Provide certified copies of ordinances establishing Tradition Community Development District No. 9 (the “District”). Tradition Community Development District Nos. 1, 7, 8 and 10 (collectively, the “Other Districts”) and their Charters. [In our files]
- Confirm there have been no amendments to the establishing ordinances/Charters of the Districts.
- Have any new interlocal agreements been entered into relating to the District and the Other Districts, other than the 2008 Interlocal Agreement and the New CIP Interlocal Agreement (executed in 2021), which are in our files? If so, provide copies.
- Have there been any amendments to the Interlocal Agreements? If so, provide copies.
- Provide current administrative and operating budget and audited financial statements of District.
- Describe any pending or threatened litigation relating to the District and any of the Other Districts.
- Describe any investigation or inquiry by any governmental agency relating to the District, any of the Other Districts and their respective operations.
- Describe any failure by Tradition Community Development District No. 1 or the District to meet any continuing disclosure obligations under any continuing disclosure agreements or otherwise as required by Rule 15(c)2-12.
- Has any event occurred that would, or might result in, an event of default under any of the District’s contractual obligations or debt?
- Is the District aware of any pending or threatened regulatory, governmental or other claim or litigation that impacts or affects the existence of the District or Other Districts, the right of the members of the Board of Supervisors of the District or the Other Districts to hold office, the District’s and the Other Districts’ ownership or operation of the projects comprising community infrastructure, or the imposition or collection of revenues to be pledged to the CI Bonds or the authority of the District to issue the CI Bonds?

- Has there been any default or technical default by the District or a draw on a reserve account or reserve account credit facility with respect to the District's debt obligations? If yes, please provide additional detail.
- How are District operations currently funded?
- Provide any collection agreement with the County Tax Collector.
- Provide information about whether the District participates in the Florida Retirement System and a description of any other post-employment benefits provided by the District and status of funding of same.
- Is the District current in filing all required reports with the State of Florida?
- Do either the District and/or Tradition CDD No. 1 have a cybersecurity policy or cybersecurity procedures?

II. Matters Related to CI Bonds

- Provide copies of resolutions and indentures authorizing issuance of the CI Bonds. [Only need 2022 proceedings]
- Provide copies of validation complaint, final judgment and certificate of no appeal. [In our files]

III. Matters Relating to Debt Service Assessments

- Provide copies of all assessment resolutions and methodology reports, together with any amendments, pertaining to the non-ad valorem special assessments relating to the CI Bonds. [Only need 2022 proceedings]
- Provide amount of assessments, if any, collected to be applied toward construction of the 2022 CI Project.

IV. Matters Relating to PLOM

- Are there any other material facts relating to the District or the CI Bonds which should be disclosed in the PLOM whether or not specifically requested herein?

Financial Report (Under Separate Cover)

