



**TRADITION
COMMUNITY DEVELOPMENT
DISTRICT NOS. 1 - 11
PORT ST. LUCIE
REGULAR BOARD MEETING
FEBRUARY 7, 2024
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
www.traditioncdd11.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-11
Tradition Town Hall
10799 SW Civic Lane
OR
Join Zoom Meeting:
<https://us02web.zoom.us/j/3341025012?omn=85376352423>
Meeting ID: 334 102 5012
Dial In at: 1 929 436 2866
Port St. Lucie, FL 34987
REGULAR BOARD MEETING
February 7, 2024
11:00 a.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 1
- C.** Establish Quorum
- D.** Seat New Boards Members/Administer Oath of Office / Appointment to Board Vacancies / Resolution No. 2024-02; Election of Officers.....Page 3
- E.** Additions or Deletions
- F.** Comments from the Public for Items Not on the Agenda
- G.** Consent Items
 - 1. Approval of November 1st, 2023, Regular Board Meeting and Public Hearing.....Page 12
 - 2. Approve WA #19-143-167; BD-2 (BBX Parcel 4C) Mass Grading.....Page 18
 - 3. Approve WA #19-143-168; Tradition Mobility Center.....Page 20
- H.** Old Business
- I.** New Business
 - 1. Consider Engagement Letter for Bond Counsel and Disclosure Counsel Representation of Tradition CDD No. 9.....Page 22
 - 2. Consider Memo No. 24-01; Voting Conflict of Interest-Supervisors Who (1) are Employed by Or Affiliated with Owner of Developers of Lands Within the Districts, (2) are Elected by Landowners, and (3) are Not Employees of a Public Agency Landowner.....Page 28
 - 3. Report from the Lakes Banks Committee
 - 4. Consider Recommendations of the Lake Banks Committee
 - 5. Consider Purchase Order 2024-01 for Irrigation Utility Systems Consultant.....Page 33
- J.** Administrative Matters
 - 1. Manager's Report
 - 2. Attorney's Report
 - 3. Engineer's Report
 - 4. Financial Report (Under Separate Cover).....Page 42

5. Founder's Report

K. Board Member Discussion Requests and Comments

L. Adjourn

**TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-11
FISCAL YEAR 2023/2024
REGULAR BOARD MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Tradition Community Development District Nos. 1-11 (“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 4, 2023
November 1, 2023
December 6, 2023
January 3, 2024
February 7, 2024
March 6, 2024
April 3, 2024
May 1, 2024
June 5, 2024
July 3, 2024
August 7, 2024
September 4, 2024

***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. 1-11

www.traditioncdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 09/25/23

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 1, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 1 (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 1:**

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

_____	Chairperson
William “Bill” Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Tara Toto	Assistant Secretary/Treasurer
Steven Dassa	Assistant Secretary/Treasurer
Ricardo Mojica	Assistant Secretary/Treasurer

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 1**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 2, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 2 (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 2:**

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

_____	Chairperson
William “Bill” Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Tara Toto	Assistant Secretary/Treasurer
Steven Dassa	Assistant Secretary/Treasurer
Ricardo Mojica	Assistant Secretary/Treasurer

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

PASSED AND ADOPTED THIS 7th DAY OF February, 2024.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 2**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 3, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 3 (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 3:**

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

Isiah Steinberg	Chairman
Rick Dufour	Vice-Chairman
B. Frank Sakuma, Jr.	Secretary/Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
Rosario “Roy” Perconte	Assistant Secretary

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 3**

Secretary / Assistant Secretary

Chairman

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 4, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 2 (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 4:**

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

Gail Cost	Chairman
Rich Giglia	Vice-Chairman
B. Frank Sakuma, Jr.	Secretary/Treasurer
Rob Siedlecki	Assistant Secretary/Treasurer
_____	Assistant Secretary/Treasurer
Drew Wesley	Assistant Secretary/Treasurer

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 4**

Secretary / Assistant Secretary

Chairman

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 7, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 7 (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 7:**

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

_____	Chairperson
William “Bill” Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Tara Toto	Assistant Secretary/Treasurer
Steven Dassa	Assistant Secretary/Treasurer
Ricardo Mojica	Assistant Secretary/Treasurer

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY 2024.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 7**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 8, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 8 (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 8:**

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

_____	Chairperson
William “Bill” Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Tara Toto	Assistant Secretary/Treasurer
Steven Dassa	Assistant Secretary/Treasurer
Ricardo Mojica	Assistant Secretary/Treasurer

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 8**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 9, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 9 (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 9:**

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

_____	Chairperson
William “Bill” Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Tara Toto	Assistant Secretary/Treasurer
Steven Dassa	Assistant Secretary/Treasurer
Ricardo Mojica	Assistant Secretary/Treasurer

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 9**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 10, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 10 (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 10:**

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

_____	Chairperson
Willaim “Bill” Pittsley	Vice-Chairperson
B. Frank Sakuma, Jr.	Secretary/Treasurer
Tara Toto	Assistant Secretary/Treasurer
Steven Dassa	Assistant Secretary/Treasurer
_____	Assistant Secretary/Treasurer

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 10**

Secretary / Assistant Secretary

Chairperson

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 11, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 11 (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 11:**

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

_____	Chairperson
_____	Vice-Chairperson
<u>B. Frank Sakuma, Jr.</u>	Secretary/Treasurer
<u>Tara Toto</u>	Assistant Secretary/Treasurer
<u>William “Bill” Pittsley</u>	Assistant Secretary/Treasurer
_____	Assistant Secretary/Treasurer

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY 2024.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 11**

Secretary / Assistant Secretary

Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-11

**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 & PUBLIC HEARING

November 1, 2023

11:00 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Tradition Community Development District No.'s 1-11 of November 1, 2023, was called to order at 11:00 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 had been published in the *St. Lucie News Tribune* on September 25th, 2023, 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&11		
Chairman	Frank Covelli	Absent
Supervisor/Vice Chairman	William Pittsley	Absent
Supervisor	Steven Dassa	Present
Supervisor	Tara Toto	Present
Supervisor	Ricardo Mojica	Present

CDD # 3		
Chairman	Isiah Steinberg	Present
Vice Chairman	Rick Dufour	Present
Supervisor	Vacant	-
Supervisor	Vacant	-
Supervisor	Roy Perconte	Present

CDD # 4		
Chairman	Gail Cost	Present
Vice Chairman	Rich Giglia	Present
Supervisor	Rob Siedlecki	Via Zoom
Supervisor	Joseph Sargent	Absent
Supervisor	Drew Wesley	Present

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

CDD # 6		
Chairman	Jerry Krbec	Present
Vice Chairman	Luis Pagan	Present
Supervisor	Ralph Ritter	Via Zoom
Supervisor	John Slicher	Present
Supervisor	George Russell	Present

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 Karneris	Special District Services, Inc.
District Counsel	Susan Garrett	Torcivia, Donlon, Goddeau & Rubin, P.A.
District Engineer	Kelly Cranford	Culpepper and Terpening

Also present were: District Engineer - Gabriel Gomez with Culpepper and Terpening
(See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO AGENDA

Staff requested (3) items be added under New Business:

- 1 – (I-5) WA #19-143-120; Western Grove 6A (Surface Water)
- 2 – (I-6) WA #19-143-121; Western Grove Cadence 5A – Lakes & Interconnecting Pipes
- 3 – (I-7) Resolution No. 2023-06; Authorizing Regional Park Property Conveyance

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

E. COMMENTS FROM THE PUBLIC FOR DISTRICT ITEMS NOT ON THE AGENDA

There were no comments from the public.

Note: At approximately 11:03a.m., Mr. Sakuma recessed the Regular Meeting and opened the Public Hearing on the Irrigation System Rules and Regulations.

F. PUBLIC HEARING – RULE UPDATES FOR POLICIES AND PROCEDURES MANUAL

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 October 2, 2023, as legally required.

2. Public Comments on Updated Policies and Procedures Manual

There were no public comments.

3. Approve Updated Policies and Procedures Manual

A **Motion** was made by CDD No. 1 Mr. Dassa seconded by Mr. Mojica and passed unanimously to Approve the updated Policies and Procedures Manual.

Note: *At approximately 11:09a.m., Mr. Sakuma closed the Public Hearing on the Irrigation System Rules and Regulations and simultaneously reconvened the regular board meeting.*

G. CONSENT ITEMS

- 1. Approval of September 6, 2023, Regular Board Meeting Minutes**
- 2. WA #19-143-164; 9516 SW Royal Poinciana Dr. – Pool**
- 3. WA #19-143-165; Tradition Tower North – Fiber Bore**

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

H. OLD BUSINESS

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

I. NEW BUSINESS

- 1. Resolution No. 2023-24 for District Nos. 1-11; Adopting Fiscal Year 2022/2023 Final Amended Budget**

Resolution No. 2023-24 was presented, entitled:

RESOLUTION NO. 2023-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-11 AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Mojica and passed unanimously by CDD No. 1 to Adopt Resolution No. 2023-24.

2. Review RFQ #2023-05 – Irrigation Capacity and Operational Analysis

Ms. Garrett answered all questions regarding the RFQ requirements.

RFQ #2023-05 was presented, entitled:

REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES TO COMPLETE AN IRRIGATION SYSTEM CAPACITY AND OPERATIONAL ANALYSIS FOR TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Mojica and passed unanimously by CDD No. 1 to approve and move forward with the irrigation system RFQ's.

3. Irrigation System Update/Draft

Ms. Cranford reviewed the updates for the irrigation system.

4. Appointment to Board Vacancies

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Gaffney and passed unanimously to Appoint Willaim "Bill" Pitsley to District Nos. 1,2,7,8,9,10&11/ Seat No.3.

There was no action taken in District No. 3.

5. WA #19-143-120; Western Grove 6A (Surface Water)

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Mojica and passed unanimously by CDD No. 1 to Approve WA #19-143-120.

6. WA #19-143-121; Western Grove Cadence 5A – Lakes & Interconnecting Pip

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Mojica and passed unanimously by CDD No. 1 to Approve WA #19-143-121.

7. Resolution No. 2023-26; Authorizing Regional Park Property Conveyance

Resolution No. 2023-26 was presented, entitled:

RESOLUTION NO. 2023-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1 DECLARING THAT CERTAIN REAL PROPERTY OF THE DISTRICT IS SURPLUS; PROVIDING FOR THE CONVEYANCE OF CERTAIN REAL PROPERTY OF THE DISTRICT TO THE CITY OF PORT ST. LUCIE, FLORIDA; APPROVING AN EARLY SITE WORK AGREEMENT PROVIDING FOR THE CONVEYANCE; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING AND DIRECTING THE BOARD CHAIRMAN, DISTRICT MANAGER, AND OTHER OFFICERS AND AGENTS OF THE DISTRICT TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Mojica and passed unanimously by CDD No. 1 to Adopt Resolution No. 2023-26.

K. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma had nothing further to report.

2. Attorney's Report

Ms. Garrett had nothing further to report at this time.

3. Engineer's Report

Ms. Cranford had no additional items to note.

4. Financial Report

Mr. Karmeris reviewed the budget vs actual for the year. He also discussed the outstanding irrigation balances.

5. Founder's Report

No Founder's report was offered.

J. BOARD MEMBER COMMENTS

Mr. Krbec asked for an update on the Stars and Strips Park. Mr. Balestrieri stated he's on the council and will at the next meeting on 11/13/23 for the site and plat approval.

Mr. Pinto heard there had been damage to the heart sculpture. Mr. Balestrieri replied that all the pieces are on the property and the sculpture is currently being inspected and repaired.

Mr. Pagan questioned if the trees would be replaced for the TIM path on Tradition Parkway? Mr. Balestrieri responded that the plan is to keep the trees in place and redesign the route.

Ms. King complimented the Town Hall upgrades. She also asked if there were any sponsors for the heart sculpture. Mr. Balestrieri stated this was currently on hold.

Ms. King would like an update at the next CDD meeting regarding the E-Bikes system.

Ms. King and Mr. Pagan suggested that the Lake Banks Committee set a meeting date for discussing the lakes landscaping issues.

K. ADJOURNMENT

There being no further business to come before the Board, Mr. Dassa adjourned the meeting at 11:49a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Signature

Print Signature

**Tradition Community Development District
BOARD AGENDA ITEM
Board Meeting Date: February 7, 2024**

Subject: TR - BD-2 (BBX Parcel 4C) - Mass Grading
Work Authorization No. WA 19-143-167
C&T Project No. 19-143.TR7.009.1123.W

Background:

On November 30, 2023, the Tradition CDD Engineer received an application to rough grade a 4.9-acre commercial parcel. The parcel will overflow into the Tradition Master Stormwater System.

Recommended Action:

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.

Location: Tradition Community Development District CDD.07

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

January 26, 2024



0 1,000 2,000
Feet

TR - BD-2 (BBX Parcel 4C) - Mass Grading
WA#: 19-143-167
Project #:19-143.TR7.009.1123.W

Legend

- Subject Property
- Other Parcels

Work Authorization #:
19-143-167
Project #:
19-143.TR7.009.1123.W
Scale: 1" = 2,500'
Date: 1/26/2024



EXHIBIT 1
TR - BD-2 (BBX
PARCEL 4C) - MASS
GRADING

**Tradition Community Development District
BOARD AGENDA ITEM
Board Meeting Date: February 7, 2024**

Subject: TR - Tradition Mobility Center
Work Authorization No. 19-143-168
C&T Project No. 19-143.TR1.008.1123.W

Background:

On November 28, 2023, the Tradition CDD Engineer received a Work Authorization application to connect additional impervious area to the Tradition Master Stormwater System. Construction includes redevelopment of a portion of the Town Center resulting in an increase of 0.44 acres of impervious area.

Recommended Action:

Approve proposed project connecting to the Tradition Master Stormwater System.

Location: Tradition Community Development District CDD.01

Within Tradition Irrigation Service Area? Yes, Tier 1

Fiscal Information: This project does not currently include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

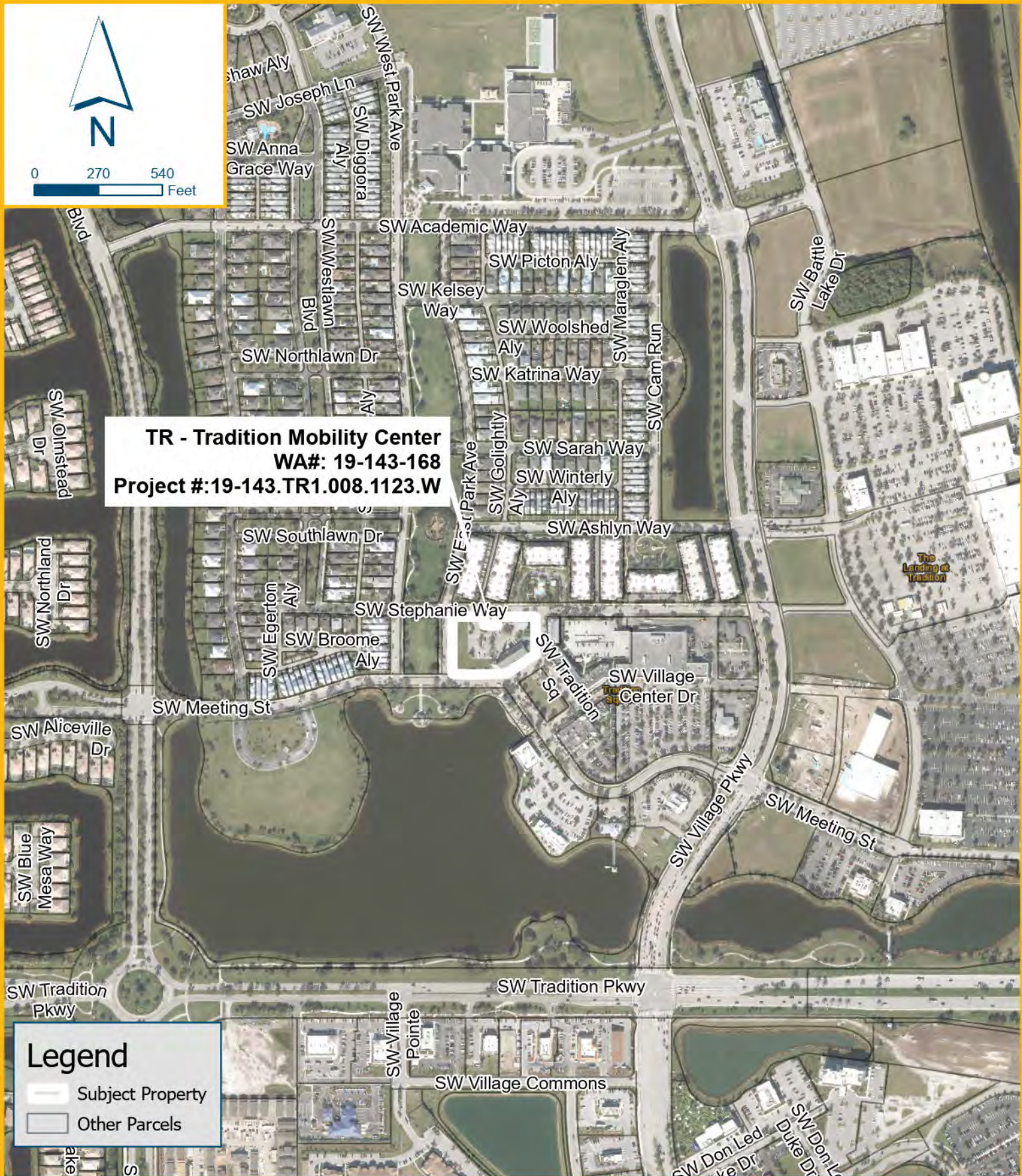
Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

January 26, 2024



TR - Tradition Mobility Center
WA#: 19-143-168
Project #:19-143.TR1.008.1123.W

Legend

- Subject Property
- Other Parcels

P:\Proj-2019\19-085 Tradition CDD\GIS\19-085 Base GIS\19-085 Base.aprx



Work Authorization #:
19-143-168
Project #:
19-143.TR1.008.1123.W
Scale: 1" = 537'
Date: 1/26/2024

EXHIBIT 1
TR - TRADITION
MOBILITY CENTER
SITE LOCATION MAP

Holland & Knight

777 South Flagler Drive | Suite 1900, West Tower | West Palm Beach, FL 33401 | T 561.833.2000
Holland & Knight LLP | www.hklaw.com

Denise J. Ganz
561 650-8340
denise.ganz@hklaw.com

January 11, 2024

Tradition Community Development District No. 9
c/o District Manager
Port St. Lucie, Florida
Attention: B. Frank Sakuma, Jr.

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

Re: Bond Counsel and Disclosure Counsel Matters

Dear Frank:

To facilitate (i) my transition from Greenspoon Marder LLP ("GM") and your agreement to transfer files to Holland & Knight LLP ("H&K") relating to bond counsel and disclosure counsel services previously provided by GM to the District and/or Tradition Community Development District No. 1 (the "Administration District") on various prior financings and related matters (the "Prior Financings") and (ii) matters that may arise in advance of any particular new financing for which H&K is engaged as counsel by the District (the "Interim Matters"), we are opening a general matter which reflects the District as a client of H&K and to which we can file emails and documents transferred to H&K by GM relating to the District and the Administration District. Any new financing for which H&K provides services to the District and/or the Administration District will be subject to a separate engagement letter. In the event the District and/or the Administration District requests H&K to render services in connection with the Prior Financings or Interim Matters, our fees will be billed at standard hourly rates then in effect, together with any out of pocket costs.

We are also requesting, as part of this letter, that the District waive the potential conflict of interest with respect to (1) the representation by H&K of the District in connection with the Prior Financings and any future financings of the District (collectively, the "Financings") involving U.S. Bank Trust Company, National Association, including affiliates and subsidiaries thereof (collectively, the "Conflict Party"), as trustee, paying agent and bond registrar in connection with the Financings, and (2) H&K's representation of the Conflict Party as trustee, paying agent and bond registrar in connection with the Financings and in matters unrelated to the Financings. The applicable ethics rules permit us to represent clients with adverse or potentially adverse interests in circumstances where we will be able to provide competent and diligent representation to each client, and each client gives us informed consent, confirmed in writing. We hereby confirm to you that after fully disclosing to you the circumstances of this matter, we are able to provide competent and diligent representation to the District and the Conflict Party.

We further confirm to you that the Conflict Party has provided H&K with an advance conflict waiver for transactional matters such as this. H&K will also, at all times, observe the attorney-client privilege between it and each of its clients and will preserve the confidentiality of each client's respective information.

Our engagement is also subject to H&K's Standard Terms of Engagement attached hereto.

If the foregoing terms of our engagement are acceptable, please so indicate by signing this letter and return it to me by scan. If you have any questions regarding this letter please do not hesitate to call me.

Sincerely yours,

HOLLAND & KNIGHT LLP



Denise J. Ganz

DLG/lcm
#238342173_v1

APPROVED AND AGREED TO:

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9

By: _____

Name:

Title:

Date:

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our

professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the

other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Ruth A. Holmes
Ben Saver
Tanya M. Earley
Daniel Harrell, Of Counsel

January 18, 2024

VIA ELECTRONIC TRANSMISSION ONLY

MEMORANDUM NO. 24-01

MEMORANDUM TO MEMBERS OF THE BOARD OF SUPERVISORS OF THE TRADITION
COMMUNITY DEVELOPMENT DISTRICT NOS. 1, 2, 7, 8, 9, 10, AND 11

Re: Voting Conflict of Interest-Supervisors Who are Both (1) Employed by or Affiliated
with Owners or Developers of Lands Within the Districts and (2) Elected by
Landowners

**NOTE: THE FILING RECOMMENDATION SET FORTH BELOW
APPLIES ONLY TO SUPERVISORS WHO ARE BOTH (1) EMPLOYED BY
OR AFFILIATED WITH OWNERS OR DEVELOPERS OF LANDS WITHIN
THE DISTRICTS AND (2) ELECTED BY LANDOWNERS.**

As you are aware, the Code of Ethics for Public Officers and Employees, codified at Part III of Chapter 112, Florida Statutes ("Code"), contains standards of ethics, conduct, and disclosures applicable to public officers, including supervisors of a community development district. Section 112.313(7)(a) of the Code prohibits a public officer from being employed by or affiliated with (by contract or other business relationship) a business entity that is doing business with or is subject to the regulation of his or her agency. It also prohibits a public officer from having an employment or business relationship that will create a continuing or frequently recurring conflict between his or her private interests and public duties.

Section 190.007(1) of the Uniform Community Development District Act of 1980, however, creates a special *status* exemption for supervisors of a community development district. It states in pertinent part that "[i]t shall not be a conflict of interest under [the Code] for a board member or the

district manager or another employee of the district to be a stockholder, officer, or employee of a landowner or of an entity affiliated with a landowner.” Likewise, Section 112.313(7)(a)1 of the Code provides that “[w]hen the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land over which the agency has jurisdiction, . . . then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency shall not be prohibited . . . or be deemed a conflict per se.” *See also*, Op. Com. Ethics Fla. 82-32 (1982).

Although a supervisor being employed by or affiliated with an owner or developer of land within the district does not create a *status* conflict of interest under the Code, the Florida Commission on Ethics (“Commission”) has issued an advisory opinion determining that such a relationship creates a *voting* conflict of interest under Section 112.3143 of the Code when the supervisor is voting on whether to issue revenue bonds to finance and construct infrastructure improvements necessary for the development of property in the district. *See* Op. Com. Ethics Fla. 87-66 (1987). The Commission concluded that the decision to issue revenue bonds to finance the construction of improvements would “inure to the special gain of the developer,” and therefore present a voting conflict to a supervisor employed by the developer. *Id.*

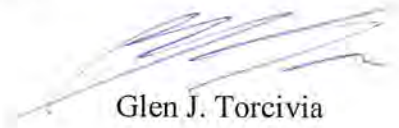
Generally, the Code requires a public officer with a voting conflict of interest (1) to abstain from voting on matters in which he or she has a conflict of interest, (2) to announce publicly the nature of the conflict, and (3) to file a written memorandum within 15 days as part of the minutes of the meeting. *See* Section 112.3143(3)(a). Supervisors who are elected by the landowners, however, are specifically exempted from the prohibition on voting, *see* Section 112.3143(3)(b), although they are required to announce and to file a memorandum of the voting conflict.

Because supervisors may be required to consider a number of measures that would inure to the special gain of the landowner or developer by which they are employed or with which they are affiliated, the Commission has also determined that memoranda need not be filed each time a vote is taken. *See* Op. Com. Ethics Fla. 78-27 (1978). So long as the supervisor has previously made a disclosure and the public and other members of the board are fully aware of his or her employment or other affiliation, the supervisor need only file an annual memorandum of voting conflict.

Attached is a blank Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers, together with a form that has been completed in the manner described for annual disclosure. I suggest that any Supervisor who is employed by or affiliated with an owner or developer of land within one of the Tradition Community Development Districts annually (1) disclose the nature of his or her interest at a meeting of the Board, and (2) complete and file a Form 8B with the Secretary of the Board for incorporation in the minutes of the meeting.

Members, Board of Supervisors
January 18, 2023
Page 3

Please advise if you have any questions.



Glen J. Torcivia

Attachments

c: B. Frank Sakuma, Jr.
c: Jessica Wargo
c: Daniel B. Harrell

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME [Board Member Name]	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Board of Supervisors
MAILING ADDRESS [Board Member Address]	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED Calendar Year 2024--on going basis	NAME OF POLITICAL SUBDIVISION: Tradition Community Districts
	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, [Board Member Name], hereby disclose that on an on going basis, 20 24;

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of [Name of Landowner or Developer Employer of Business Affiliate], by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am a member of the Board of Supervisors of a community development district created under Chapter 190, Florida Statutes, and [an employee] [business affiliate] of an owner or developer of property in the District. Decisions potentially affecting the owner or developer come before the Board on an on-going basis. In accordance with Commission on Ethics Advisory Opinions 78-27 and 87-66, this disclosure of voting conflict is filed for calendar year 2024.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed _____

Signature _____

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

DO NOT EXCEED QUANTITIES OR PRICE WITHOUT PRIOR APPROVAL

**TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1
("DISTRICT")**

PURCHASE ORDER NUMBER: TR1-2024-01

Date: 02/07/2024

FLORIDA SALES TAX EXEMPTION NUMBER: 85-8012706162C-2
NO SUBSTITUTIONS WITHOUT PRIOR APPROVAL.
COLLECT SHIPMENTS WILL BE REFUSED.
PAYMENT WILL BE MADE ONLY TO THE VENDOR LISTED BELOW.

VENDOR: INTEGRATION SERVICES, INC.
1806 Asher Road
Lakeland, FL 33813

SHIP/DELIVER
SERVICES TO: Tradition CDD No. 1 (Tradition Irrigation)
10807 SW Tradition Sq.
Port St. Lucie, FL 34987

TRANSMIT ALL
INVOICE(S) TO: Tradition CDD No. 1 (Tradition Irrigation)
c/o Special District Services, Inc.
2501A Burns Rd.
Palm Beach Gardens, FL 33410
If by email: jwargo@sdsinc.org

SPECIAL INSTRUCTIONS: See attached Proposal/Rate Sheet for goods, products, and/or services

TOTAL PRICE: Not to exceed \$15,000.00

Date Proposal Approved by District Board of Supervisors: 02/07/2024

THE FOLLOWING ATTACHMENTS ARE INCORPORATED INTO THIS PURCHASE ORDER CONTRACT:

- (1) PURCHASE ORDER TERMS AND CONDITIONS**
- (2) Proposal/Rate Sheet**

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.1 (DISTRICT)

PURCHASE ORDER TERMS AND CONDITIONS

ASSIGNMENT: This purchase order shall not be transferred or assigned to any other Vendor, contractor, bank, lending institution or to any representative or individual without the District's consent which consent may be withheld for any reason.

MODIFICATIONS: No modification of this purchase order shall be binding unless the modification is approved in writing by representatives of both parties authorized to modify the purchase order.

EXCUSABLE DELAYS: The District may at its option, grant additional time for any delay or failure to perform under this purchase order if the delay will not adversely impact the best interest of the District and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order.

DEFAULT: In the event of default by the Vendor, the District may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess cost occasioned by such procurement. The following shall be considered a default:

(1) Failure to make complete deliveries within the promised time. (2) Unauthorized substitution or delivery of goods deemed by the District to be inferior. (3) Inability of the Vendor to fulfill the terms and conditions of this order.

TERMINATION FOR DEFAULT: The District reserves the right to terminate this order in whole or in part for default if (a) the Vendor fails to perform in accordance with any of the requirements of this order, or if (b) the Vendor becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against the Vendor under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. Any such termination will be without liability to the District except for completed items delivered and accepted by the District. The Vendor will be liable for excess costs of re-procurement.

TERMINATION FOR CONVENIENCE/WITHOUT CAUSE: The District reserves the right to terminate this purchase order in whole or in part, at any time and for any reason. If the purchase order should be terminated for convenience, the District will be relieved of all obligations under this order. The District will only be required to pay to the Vendor that amount of the order actually performed to the date of termination or goods received to the date of termination.

SHIPPING TERMS: Unless otherwise specified, all shipments shall be F.O.B. Destination, Freight Pre-paid. Orders must be delivered to the "ship to" address as stated on this purchase order. Any deviations (without prior approval from the District) will constitute a refusal of shipment. Such refusal, requiring redistribution, reshipment and/or storage charges, will be borne by the Vendor. The District will not be responsible for any lost shipment caused by improper shipment.

PAYMENT TERMS: By accepting this order, the Vendor agrees that payment terms shall be as set forth in accordance with the Florida Prompt Payment Act.

INVOICING: Except as otherwise stated in this purchase order, the Vendor must render the original invoice to the District at the address stated on the order. The purchase order number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

TAXES: The District is exempt from Federal and State Taxes, both excise and sales and use, and any other like taxes. Vendors doing business with the District shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with District, nor shall any Vendor be authorized to use the District's tax exemption number in securing such materials.

CONTRACT TERMS: If this purchase order is a result of a competitive solicitation award, all conditions, provisions and specifications of the solicitation shall become a part of and are incorporated into this purchase order.

INTERPRETATION; VENUE. This purchase order shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this purchase order, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

DELIVERIES: Deliveries are to be made to the indicated ship to address between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated. The Vendor shall notify the receiving site of deliveries that require special handling or assistance for off-loading. Failure to give notice will result in the Vendor being billed for any add-on, redelivery, storage, or handling charges.

INSPECTION: All materials or goods will be received "subject to inspection and acceptance." Materials or goods found defective or not in accordance with the District's instructions, specifications, drawings, or other data, will remain the property of the Vendor. The District will cancel the purchase order and the materials or goods will be returned at the Vendor's expense. The receipt of or payment for materials and goods shall not be deemed as an acceptance thereof.

QUANTITIES: Quantities specified in the order may not be changed without prior written approval of the District. Goods shipped in excess of the quantity designated may be returned at the Vendor's expense. A packing list must be included in each shipment. If no packing list accompanies the shipment, the District's count will be accepted.

PAYMENT CHANGES: Payments will be made only to the company and address as set forth on the purchase order unless the Vendor has requested a change on official company letterhead signed by an authorized officer of the company.

ANTI-DISCRIMINATION: Vendors doing business with the District are prohibited from discriminating against any employee, applicant, or client because of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, pregnancy, race, religion, religious beliefs, sex, sexual orientation, or veteran status with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK: The Vendor shall save and hold harmless the District, its employees and agents from liability for infringement of any United States patent trademark, or copyright for, or on account of, the use of any product sold to the District or used in the performance of this order.

INDEMNIFICATION: Vendor agrees to indemnify, save, and hold harmless the District, its

employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors, or assignees arising out of the services provided under this Purchase Order.

INSURANCE: Seller agrees to maintain insurance in accordance with the insurance standards established by the District Manager.

WARRANTY: The Vendor warrants and represents to the District that each item of goods or products provided pursuant to this purchase order shall: (a) strictly conform to the requirements of this purchase order, (b) be free from defects in workmanship, materials and design, (c) be merchantable, (d) be fit for its intended use, and (e) be new. Unless otherwise stated in the purchase order, no surplus, rebuilt, reconditioned, or used goods shall be provided. The Vendor warrants that any services provided shall: (a) be performed in a good and competent manner in accordance with professional industry standards (with the level of skill, knowledge and judgment required or reasonably expected of providers of comparable services), (b) meet the terms of this purchase order, and (c) be free from defects. This warranty for quality of services shall be effective for two (2) years after acceptance of all work unless specified otherwise in a bid/proposal award.

MATERIAL SAFETY DATA SHEET: The Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 442, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the District at the address stated on this purchase order.

PUBLICITY: Use by the District of products or services shall, in no way, constitute an endorsement and the District's name will not be used by the Vendor in any way, manner, or form in product literature or advertising.

LEGAL COMPLIANCE: The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland Anti-Kickback, Davis Bacon Act and any applicable environmental regulations.

E-VERIFY: The Vendor shall: (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors to do the same; (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes; (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide same to the District upon request; (e) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes; (d) Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and (f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the Vendor, shall be grounds for the District to order the Vendor immediately terminate the contract with the subcontractor; and (f) Be aware that if the District terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Vendor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the District as a result of the termination of the Agreement.

PUBLIC RECORDS. The Vendor 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 the District in conjunction with this purchase order. If the Vendor meets the definition of "contractor" as set forth in Section 119.0701, Florida Statutes, the Vendor shall also:

- Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service;
- Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and upon termination of the purchase order transfer to the District, at no cost, all public records in possession of the Vendor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the District's information technology systems.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to the purchase order, contact the District's custodian of public records at ((877) 737-4922, 2501A Burns Rd, Palm Beach Gardens, FL 33410, bsakuma@sdsinc.org.

INDEPENDENT CONTRACTOR. The Vendor is an independent contractor and is not an employee or agent of the District. Nothing in this purchase order shall be interpreted to establish any relationship other than that of an independent contractor between the District, on the one hand, and the Vendor and the Vendor's employees, agents, or subcontractors, on the other, during or after the performance of this purchase order. The Vendor shall take the whole responsibility and shall bear all losses resulting to the Vendor on account of errors or omissions.

ENTIRE AGREEMENT. This purchase order constitutes the entire agreement between the parties with respect to the subject matter of this purchase order and supersedes all prior oral or written agreements between the parties.

287.05701, Florida Statutes. The District may not request documentation of or consider a vendor's social, political, or ideological interests during vendor selection. Further, the District may not give a preference to a vendor based on the vendor's social, political, or ideological interests

Providing any of the goods, products, and/or services specified on this Purchase Order shall constitute the Vendor's (1) acceptance of the terms and conditions set forth or incorporated herein and (2) reaffirmation as true of all representations made by the Vendor to induce the District to issue this Purchase Order.

Integration Services, Inc.

Advanced Process Automation

COMPANY MISSION

We will provide controls systems and implementation engineering services with exceptional quality which satisfies each client's requirements in such a manner that the client is aware that they received distinguished value and support. We will continually strive to provide our clients with innovative process control solutions based in best engineering practices, current technologies, and a strong commitment to project success.

SERVICES OFFERED

- PROJECT PLANNING AND SCOPE DEFINITION
- INTEGRATION OF INSTRUMENTATION AND CONTROL SYSTEM ENGINEERING WITH PLANT WIDE MANAGEMENT SYSTEMS
- DCS, PLC, AND HMI CONFIGURATION AND PROGRAMMING
- COMMUNICATION NETWORK DESIGN AND IMPLEMENTATION
- ADVANCED CONTROL DESIGN AND IMPLEMENTATION
- ELECTRICAL SYSTEMS ENGINEERING
- CONSTRUCTION AND INSTALLATION DRAWINGS
- EQUIPMENT AND INSTRUMENTATION SPECIFICATIONS
- PROJECT MANAGEMENT AND CONSTRUCTION REVIEWS
- START-UP AND TRAINING ASSISTANCE

To accomplish our mission, we evaluate each project independently and formulate an outline of the project requirements. Each project is assigned a team leader and team members with in depth experience directly relating to the project requirements.

Our project team approach enables us to work closely with clients, engineers, and construction resources in order to facilitate smooth and efficient project implementations with results that meet or exceed the client's expectations. Because the content of projects varies significantly, a list of our capabilities is provided above.

Our ability to provide complete services from specification of field devices to plant wide applications across various vendor platforms provides a unique single source capability. Our teaming approach to project implementation ensures the assignment of highly qualified and diverse project resources.

The contract for services may involve several approaches to a project: Engineering only, engineering and project management, or a complete control system including equipment procurement. The following list of tasks and deliverable's may serve as a guide to customizing the requirements for a specific project.

Project Planning (Typical Control System):

- Consult with owner to determine the project requirements and review available documentation.
- For existing facilities, conduct a field survey to determine I/O requirements and the condition of existing measurement and control devices.
- List the major equipment, motors and control loops.
- Develop initial control system architecture concepts for evaluation.
- Outline requirements for basic regulatory, supervisory, optimization controls and management information.
- Prepare a responsibility matrix to define the roles and responsibilities between the owner, equipment vendors, process engineers and control system engineers.
- Prepare a functional specification to define the scope of the project, control equipment requirements and pertinent items listed above.
- Obtain and evaluate proposals for control equipment, installation engineering, configuration and programming.
- Prepare cost estimates and schedules.
- Order control equipment and proceed with detailed engineering, configuration and programming.

Project Management:

- Coordinate roles and responsibilities between the owner, equipment vendors and process engineers.
- Review the progress and quality of the construction and installation work to assure that the complete project will conform to the contract documents.
- Issue instructions of the owner to the contractor and administer scope variances and prepare change orders as required.
- Provide documentation control to maintain project files and assure timely issued documents and information.
- Review contractor applications for payment and the accompanying data and schedules.
- Prepare progress reports and forecast final cost and schedules.

Instrumentation and Control Systems:

- Coordination with process design
- P&ID's, EFD's, Logic diagrams
- Loop sheets
- I/O Point list
- Instrument specifications
- Control valve specifications
- Control system configuration plans
- Operator interfaces
- Local area network interfaces
- Control room layouts
- Procurement specifications
- Control power and grounding

DCS/PLC Configuration and Programming:

- Area and unit definitions
- Operator console assignments
- Network configuration
- Point building
- Control algorithms
- Sequence and group start/stop control
- Graphic display definitions
- Custom button configurations
- Console button configurations
- Group displays
- Trend displays
- Alarm and emergency functions
- Logs and reports
- Data base management
- Staging and testing
- Process simulators
- Operator & Maintenance Training

Electrical Systems Engineering:

- Coordination with utilities
- Power system single line diagrams
- Solid or resistance system grounding
- Conductor sizes and ampacity
- Transformer/Power center sizes
- Short circuit and voltage drop analysis
- Protective device selection and coordination
- Power factor correction
- Vendor drawing submittal reviews
- Motor control center layouts
- Schematic wiring diagrams
- Interconnection diagrams
- Lighting plans
- Emergency power plant
- Conduit and wiring installation plans
- Conduit and cable schedules
- Installation and equipment specifications

Advanced Control Applications:

- Real Time SPC
- Voice Annunciation systems
- Vision systems
- Remote data acquisition systems
- Expert systems
- Local and Wide area network design
- Model reference control
- On-Line sensor data validation
- Multimedia operator assistance
- Facilities data management systems
- SCADA systems
- Menu Bar HMI technology
- SQL, InSQL, Databases

The following list of clients is a summary from the projects described on the attached resumes of the principal engineers of Integration Services, Inc.

TRC Solutions, Inc. / US Department of Defense	Washington, DC Arlington, VA
St. Lucie West Services District	Port St. Lucie, FL
City Of Miramar Florida	Miramar Florida
Hillsborough County Florida	Tampa, FL
Miami Dade Metro Rail Authority	Miami, FL
Conserve II Water Reclamation Facility	Orange County FL
City of West Palm Beach	West Palm Beach, FL
Tropicana Products, Inc.	Bradenton, FL Fort Pierce, FL
Citrus World / Florida Natural	Lake Wales, FL
Rayonier Specialty Fibers, Inc.	Jesup, GA
Shell Chemical Co.	Geismar, LA
Savannah Electrical Co.	Savannah, GA
Bowater, Inc. Southern Division	Calhoun, TN
International Mineral & Chemical	Mulberry, FL
Alabama State Docks	Mobile, AL
Gulf State Utilities	Fort Myers, FL
International Paper Co.	Morton, MS
Hammer mill Paper Co.	Selma, AL
Lauderhill	Lauderhill, FL

Project Planning

We work as a member of your team to define the project goals and conduct field surveys to gain an understanding of the problems and the condition of existing equipment.

Next, we prepare a report to define the scope of the project and the system architecture required to meet the project goals and budget. The report addresses the regulatory controls, advanced controls and management information required to provide innovative solutions that support your long-term goals for implementing process automation. The report also includes cost estimates and schedules for project implementation.

Detailed Engineering

After project approval, we provide the detailed engineering to design and install the project. This includes an integrated documentation package that includes electrical systems, field instruments, control system, local and wide area networks and plant wide information & documentation management systems. The design data is provided in database format for construction and maintenance records in addition to the following drawings:

P&ID's, logic diagrams, loop sheets, I/O point lists, control room layouts, single line diagrams, MCC layouts, schematics, lighting plans, emergency power plans, conduit and wiring diagrams and conduit and cable schedules.

DCS/PLC Configuration and Programming

We also provide the control system configuration and programming. We start with the base regulatory controls to ensure a stable and capable process. This includes building regulatory points, control algorithms, batch sequences, group start/stop controls, custom graphics, alarm and emergency functions, logs and reports.

With the process under control, we can then add advanced control applications such as process diagnostics, predictive emissions monitoring, real time SPC, expert systems, model reference control, on-line sensor validation, remote data acquisition systems, voice annunciation systems or vision systems.

Staging and Training

Prior to installation, we stage and test the complete system. Process simulation may be used to test complex logic as well as for enhanced operator and maintenance training. We also provide process and logic description as printed training manuals and as Microsoft help files.

Start-Up and Maintenance Assistance

During the final stages of installation, we checkout each loop. Our project engineer is on-site for start-up and loop tuning and doesn't leave until your maintenance personnel are comfortable with the system. After start-up, we are on-call 24 hours a day with telephone support and remote diagnostics.

2022 Rate Schedule

Revised: January 1, 2022

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Integration Services, Inc.

Advanced Process Automation

Standard Service Rates and Terms

Integration Services, Inc. is a process automation and systems integration service provider specializing in industrial and municipality process control systems, process instrumentation and their communication with other plant and business systems. The project and maintenance services provided to our clients are often quoted on a *lump sum* and/or *time and material* basis. This document outlines our standard fees for services provided on a *time and material* basis.

Consultation Services Fees

Configuration Services	Rate
Consulting for System Design Development SCADA / Control System Design Automation Plan Development Review of regulatory requirement	\$125/hour

Standard Integration Services Fees

Configuration Services	Rate
Advanced Control DCS & S88 Batch Configuration	\$115/hour
Standard Configuration, DCS, PLC W/HMI Regulatory Logical I/O Database Development Graphics Development Reporting Development	\$95/hour

Field Engineering Services	Rate
Offsite Remote Trouble Shooting	\$95/hour
Onsite Field Services PLC/ Server / Workstation diagnostics & Repairs PLC Programming and or SCADA field changes Network Equipment troubleshooting and Repairs	\$100/hour

Instrumentation & Commissioning Services	Rate
General Onsite Services Instrumentation Calibration Instrumentation & Control Troubleshooting Fieldbus Commissioning & Diagnostics Loop Checkout Tuning	\$95/hour

This standard rate schedule is for professional services. A new rate schedule will be issued effective January 1 of each year and as necessary on an interim basis to account for new services or revised charges. Invoices will be submitted bi-monthly and are payable when issued. All invoices not paid within thirty (30) days of receipt will be subject to a service charge of 1.5% per month.

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2022 Rate Schedule

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Integration Services, Inc.

Advanced Process Automation

Instrumentation & Control Services	Rate
Onsite & Offsite Services As Built Field Wiring / Instrumentation Documentation CAD Services	\$75/hour
Onsite & Offsite Design Services	\$100/hour

Electrical Contracting & Field Electrical	Rate
Master Electrician	\$85/hour
Journeyman	\$65/hour
Field Helper	\$50/hour

Overtime, Weekend and Holiday Premiums

The above rates are valid during the Integration Services, Inc. normal business hours of 8AM to 5PM, Monday through Friday excluding ISI observed holidays. Service provided outside of the proceeding times is subject to premiums as follows:

- Saturdays or normal business days outside 8AM – 5PM: 1.5 x Base Rate
- Sundays or holidays: 2.0 x Base Rate

Emergency Service Premium

Emergency service calls will be charged at 1.5 times the rate plus any additional charges due to work outside of normal business hours. There is a minimum 4 hour charge for on-site service and 2 hour charge for service via phone line. An emergency service call is any request for service that is received less than 48 hours from the time of customer request. Generally, 1 week prior notice for any service request is appreciated.

Miscellaneous Expenses

Subcontractors, Materials, Equipment and any project specific costs are charged at cost plus an administrative fee of 10%.

Travel Expenses

Airfare, Hotel, Meals, Rental Cars, etc. are billed at cost. Mileage will be billed at current IRS allowed mileage rate.

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2022 Rate Schedule

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Integration Services, Inc.

Advanced Process Automation

Project Changes

If the scope of a project changes, additional services or materials may be required or requested to complete the project. Integration Services, Inc. maintains a project change management procedure to handle such circumstances. A Project Change Request (PCR) will be issued for any deviation that has a significant effect on project capital, expense or schedule. The PCR must be reviewed and approved by the customer before work will commence.

Service Initiation

Integration Services, Inc. must have a suitable purchase order, contract or written authorization with firm agreement on terms and conditions to begin work.

Cancellation Charges

Should the customer decide to cancel a project before completion, cancellation charges will be assessed at the current rates for work completed but not yet invoiced or non-returnable materials. The client will also be assessed for any re-stocking or miscellaneous expenses incurred by Integration Services, Inc. due to cancellation of the project.

This standard rate schedule is for professional services. A new rate schedule will be issued effective January 1 of each year and as necessary on an interim basis to account for new services or revised charges. Invoices will be submitted bi-monthly and are payable when issued. All invoices not paid within thirty (30) days of receipt will be subject to a service charge of 1.5% per month.

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Financial Report: Under Separate Cover

