



**TRADITION
COMMUNITY DEVELOPMENT
DISTRICT NOS. 1 - 11
PORT ST. LUCIE
REGULAR BOARD MEETING
MARCH 6, 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=89080543376>
Meeting ID: 334 102 5012
Dial In at: 1 929 436 2866
Port St. Lucie, FL 34987
REGULAR BOARD MEETING
March 6, 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. 2024-06; 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 February 7th, 2024, Regular Board Meeting.....Page 4
 2. Approve and Ratify Tradition Bike Share Agreement with Slidr, LLC.....Page 9
- H.** Old Business
- I.** New Business
1. Consider Purchase Order TRA1-2024-02 for Garber Ford F150 Truck.....Page 18
 2. Report from the Lake Banks Committee
- J.** Administrative Matters
1. Manager's Report
 2. Attorney's Report
 3. Engineer's Report
 4. Financial Report (Under Separate Cover).....Page 22
 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 2024-06

**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:

<u>Eric Sexauer</u>	Chairperson
<u>William Pittsley</u>	Vice-Chairperson
<u>B. Frank Sakuma, Jr.</u>	Secretary/Treasurer
<u>Tara Toto</u>	Assistant Secretary/Treasurer
<u>Steven Dassa</u>	Assistant Secretary/Treasurer
<u>Ricardo Mojica</u>	Assistant Secretary/Treasurer

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

PASSED AND ADOPTED THIS 6th DAY OF MARCH, 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

<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 MINUTES

February 7, 2024

11:00 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Tradition Community Development District No.'s 1-11 of February 7, 2024, 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.

Mr. Sakuma administered the oath of office to Mr. Pittsley (Districts 1,2,7,8,9,10,11).

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	Eric Sexauer	Present
Supervisor/Vice Chairman	William Pittsley	Present
Supervisor	Steven Dassa	Present
Supervisor	Tara Toto	Present
Supervisor	Ricardo Mojica	Absent

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

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

Supervisor	Lauren Leandre	Present
Supervisor	Drew Wesley	Present

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

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

Staff members in attendance were:

District Manager	B. Frank Sakuma, Jr.	Special District Services, Inc.
District Manager	Stephanie Brown	Special District Services Inc.
District Counsel	Susan Garrett	Torcivia, Donlon, Goddeau & Rubin, P.A.
District Engineer	Kelly Cranford	Culpepper and Terpening

Present via Zoom: Assistant District Manager – Jessica Wargo with Special District Services, Inc. & District Manager - Andrew Karmeris with Special District Services, Inc.

Also present were: District Engineer – Kelly Cranford, with Culpepper and Terpening
(See attached sign-in sheet)

D. SEAT NEW BOARD MEMBERS/ADMINISTER OATH OF OFFICE/APPOINTMENT TO BOARD VACANCIES

- **Resolution No. 2024; Election of Officers**

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.**

A **Motion** was made by CDD No. 1 Mr. Dassa seconded by Mr. Pittsley and passed unanimously to appoint Eric Sexauer to District 1/Seat 2; District 2/Seat 2; District 7/Seat 4; District 8/Seat 4 & District 9/Seat 4; District 10/Seat 4; District 11/Seat 2.

Mr. Sakuma administered the Oath of Office to Mr. Sexauer.

A **Motion** was made by CDD No. 1 Mr. Dassa seconded by Mr. Pittsley and passed unanimously to adopt Resolution 2024-02.

A **Motion** was made by CDD No. 4 Ms. Cost, seconded by Mr. Giglia, and passed by CDD No. 4 2-1 vote to appoint Lauren Leandre to District 4/Seat 4. Mr. Wesley dissented.

Mr. Sakuma administered the Oath of Office to Ms. Leandre.

E. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

F. COMMENTS FROM THE PUBLIC NOT ON THE AGENDA

There were no comments from the public.

G. CONSENT ITEMS

- 1. Approval of November 1, 2023, Regular Board Meeting and Public Hearing**
- 2. WA #19-143-167; BD-2 (BBX Parcel 4C) Mass Grading**
- 3. WA #19-143-168; Tradition Mobility Center**

Consent item #2, WA #19-143-167; BD-2 (BBX Parcel 4C) mass grading was requested to be removed from the agenda.

A **Motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Pittsley, and passed unanimously by CDD No. 1 to approve all item(s) under Consent as amended.

After discussion of WA #19-143-167, a **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Sexauer, and passed unanimously to approve work authorization #19-143-167.

H. OLD BUSINESS

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

I. NEW BUSINESS

- 1. Consider Engagement Letter for Bond Counsel and Disclosure Counsel Representation of Tradition CDD No. 9**

A **Motion** was made by CDD No. 9 Mr. Sexauer, seconded by Mr. Dassa, and passed unanimously by CDD No. 9 to approve the engagement letter for bond counsel.

- 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**

Ms. Garrett explained memo No. 24-01 and the board had no questions.

Dr. Powers inquired about ethics training for district board members. Mr. Sakuma answered all questions regarding ethics training requirements. There was a consensus of the board for ethics training to be administered by district General Counsel.

3. Report from the Lakes Banks Committee

Dr. Powers offered suggestions to determine deficiencies of the lake banks and discussed concerns regarding lake maintenance and vendor reporting (consensus that Solitude is not meeting contractual obligations). She also suggested the responsibilities of the HOA and CDD be defined.

4. Consider Recommendations of the Lake Banks Committee

- Drone Proposal (\$90K)
- Define Responsibilities of Lake Maintenance Between the CDD and HOA
- Issue RFP for Lake Maintenance

There was no action taken on Lakes Banks Committee recommendations. Mr. Sexauer proposed tabling the discussion until the process and contract for lake bank maintenance can be reviewed.

5. Consider Purchase Order 2024-01 for Irrigation Utility Systems Consultant

A **Motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Dassa, and passed unanimously by CDD No. 1 to Approve Purchase Order 2024-01.

J. ADMINISTRATIVE MATTERS

1. Manager's Report

The District Manager had nothing further to report.

2. Attorney's Report

The District's Attorney had nothing further to report.

3. Engineer's Report

The District Engineer had nothing further to report.

4. Financial Report

Mr. Krbec and Mr. Pagan asked questions about various line items on the financial report and a check update regarding the Irrigation System aging report, specifically related to The Estates. Mr. Sakuma responded that he would follow up to see if the check was received.

5. Founder's Report

The Founder's report was not offered.

K. BOARD MEMBER COMMENTS

Ms. Cost voiced her concern about the extensive traffic and long lines during elections due to Tradition only having one precinct designated for voting. She suggested researching the possibility of having an additional voting location. Mr. Sexauer responded that Mattamy does not have any additional space that could be utilized as a voting precinct and that the decision for an additional location would be determined by the Supervisor of Elections Office.

L. ADJORNMENT

There being no further business to come before the Board, Mr. Sexauer adjourned the meeting at 12:04pm.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Signature

Print Signature

Bicycle Sharing Services Agreement

Between Slidr LLC and Tradition Community Development District No. 1

This Agreement ("Agreement") is hereby established and entered into on [Effective Date], by and between Slidr LLC, referred to as the "Operator," and Tradition Community Development District No. 1, hereinafter known as the "District" This Agreement meticulously outlines the comprehensive terms and conditions governing the operation of an esteemed bicycle sharing program.

Recitals:

Whereas, District, a public entity, owns or controls designated real property within its jurisdiction; and

Whereas, Slidr LLC, a seasoned organization, is engaged in providing high-quality bicycle sharing services to both residents and visitors of the Tradition, Western Grove and Southern Grove Developments of Regional Impact (collectively "Tradition"); and

Whereas, Slidr LLC aspires to implement a bicycle sharing program in Tradition that encompasses the installation and operation of self-service kiosks within designated property owned or managed by the District; and

Whereas, District, with a commitment to promoting public health, safety, and well-being, intends to facilitate Slidr LLC's placement and operation of Bicycle Sharing Amenities (defined hereafter) on its property;

Therefore, this Agreement is established to delineate the protocols and procedures governing the positioning, installation, upkeep, and operation of Bicycle Sharing Amenities on Tradition property by Slidr LLC. The scope of this Agreement is exclusively focused on the installation, maintenance, and operation of Bicycle Sharing Amenities on Tradition property.

Section 1: Agreement Summary

A. Bicycle Sharing Amenities: The term "Bicycle Sharing Amenities" collectively refers to self-service kiosks, bicycles, signage, and other improvements tailored to bicycle sharing operations, ordinarily and customarily installed by Slidr LLC.

B. Equipment Ownership: It is mutually agreed that District shall retain full ownership rights to all bicycles, stations, signs, and other equipment associated with the bicycle sharing program.

C. Service and Maintenance: Slidr LLC undertakes the responsibility for all expenses linked to the service, security, and maintenance of bicycles, stations, signs, and related equipment linked to the bicycle sharing program.

D. Requirements for Operating:

- **Exclusive Utilization:** Slidr LLC shall confine the use of designated locations solely to bicycle sharing activities, refraining from any alternative use without prior written consent from District, secured through a revocable license. Such license shall encompass accurate property descriptions for each designated location.

- **Location Management:** Any relocation of an existing station or the introduction of a new station necessitates prior written authorization from District. Slidr LLC is granted permission by District to establish stations at specified locations, subject to obtaining revocable licenses for each site (See Attachment 1).

Location Details:

- TBD

Slidr LLC retains the option to seek additional revocable licenses for City property from the Public Works department. The discretion to approve such licenses remains vested solely in District.

- **Installation Protocol:** The timing and method of installation shall conform to District's stipulations. Slidr LLC shall bear the financial responsibility for all construction expenses related to Bicycle Sharing Amenities on Tradition property. Prior to installation, Slidr LLC shall fulfill the following obligations:
 - Collaborate with utility location services to ascertain the presence of underground installations of any nature.
- **Reporting Requirements:** Each bicycle deployed by Slidr LLC, irrespective of its initial location (on Tradition property or elsewhere), shall be assigned a unique identifier affixed to the bicycle. On a quarterly basis, Slidr LLC shall furnish a detailed report outlining the status of each bicycle, categorized as "In Service," "Out of Service," "Lost," or "Newly Placed in Service" (if the bicycle has been added to the inventory since the last quarterly report).
- **Information Sharing:** In the event that information pertaining to the rental of a specific bicycle is deemed necessary for criminal investigations, code enforcement inquiries, or the enforcement of this Agreement, Slidr LLC shall promptly furnish the requested information upon written request, without the requirement of a subpoena or warrant.
- **Signage:** Signage installed at Tradition locations shall encompass, at minimum, the following details:
 - a. Operating hours synchronized with park hours.
 - b. Contact phone number for reporting damaged or found bicycles, prominently displayed at each station and on bicycles.
 - c. Speed limit regulations within parks.
- **Maintenance Regime:** Slidr LLC assumes responsibility for the ongoing maintenance of all Bicycle Sharing Amenities. Maintenance procedures shall be conducted as required, with bicycle inspections scheduled no less than on a monthly basis. Bicycles exhibiting signs of disrepair shall be promptly removed from service, repaired, and replaced.
- **Ensuring Safety:** Bicycle Sharing Amenities, installed and maintained by Slidr LLC, shall adhere to stringent safety standards. All installations, stations, and bicycles shall be designed and maintained in a manner that eliminates any potential hazards, prevents interference with District's current or future property usage, safeguards the rights of existing utility franchises, and prevents disruption to public ways or adjacent traffic flow.

- **Fees:** For the initial one (1) year from the effective date of this Agreement, District shall waive any fees associated with the installation of stations in its property, including City-owned right-of-way and parks. Slidr LLC shall submit monthly reports detailing rental metrics and gross revenues. At the conclusion of the initial year, both parties shall engage in discussions to revisit the fee structure for station installations on District or City-owned property.
- **Point of Contact:** Both parties shall designate a point of contact responsible for facilitating communication on matters governed by this Agreement. These designated points of contact shall remain accessible during regular business hours.

Section 2: Breach and Termination

A. **Breach Notification and Termination:** In the event of a breach of any provisions or default in meeting obligations stipulated in this Agreement by either party, the aggrieved party reserves the right to provide written notice of the breach with a Notice Period of no less than thirty (30) days. Should the breach or default remain unrectified by the conclusion of the Notice Period, this Agreement shall terminate. Following termination, Slidr LLC shall vacate the utilization of Tradition property, removing all Bicycle Sharing Amenities from the premises.

B. **Continued Liability:** Termination of this Agreement for any reason shall not absolve Slidr LLC from obligations or liabilities related to the installation, operation, maintenance, or removal of Bicycle Sharing Amenities or any other terms defined within this Agreement.

C. **Breach Waiver:** Any waiver of breach of this Agreement by either party shall not serve as a precedent or waiver for subsequent breaches of this same provision or any other stipulation contained herein.

D. **Dispute Resolution:** In the event of disputes, claims, counterclaims, or other issues arising from this Agreement between Slidr LLC and District, the parties may opt for mediation or, if mutually agreed upon, arbitration. The arbitration process shall adhere to the regulations and protocols set forth by a mutually chosen arbitrator. The arbitrators' decision shall be accompanied by a substantiated rationale.

E. **Termination Notice:** Termination of this Agreement may be initiated by either party, provided that written notice is issued a minimum of thirty (30) days prior to the intended termination date.

Section 3: Amendments

Any modifications or amendments to this Agreement shall be documented in writing and endorsed by the authorized representatives of both parties. This Agreement supersedes and prevails over any prior oral or written understandings, agreements, or representations.

Section 4: Insurance

A. **Insurance Coverage:** During the duration of this Agreement, Slidr LLC shall maintain the following insurance coverage:

- **General Liability Insurance:** With coverage limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate.

- **Worker's Compensation Insurance:** In compliance with statutory requisites.

B. Cancellation Clause: Any insurance policy cancellation provision must ensure that the issuing company notifies the City via mail at least thirty (30) days before policy cancellation, significant alterations, or non-renewal, prior to the Agreement expiration date.

C. Certificate Submission: A Certificate of Insurance, attesting to the compliance with the aforementioned insurance requirements, shall be provided to District upon Agreement execution and before commencement of construction.

Section 5: Compensation:

Acknowledging the invaluable services rendered, the compensation structure is meticulously outlined as follows:

a. **Management Fee:** Operator shall be entitled to a management fee amounting to \$1,850 per bike, per annum, for the initial allocation of up to 15 bikes. This management fee shall be invoiced on a monthly basis, remittable one month prior to the forthcoming service month.

b. **Additional Bike Expansion:** Should the Customer opt to expand the fleet beyond the initial allocation, Operator shall endeavor to establish a mutually agreed-upon reduced per bike management cost that is reflective of the increased scale, fostering a fair and collaborative partnership.

c. **Repair Costs:** While Operator shall dutifully manage normal wear and tear, any repairs necessitated by factors beyond normal wear and tear shall be invoiced separately to the Customer, thereby ensuring a prudent allocation of repair-related responsibilities.

Section 6: Entire Agreement

This Agreement embodies the complete accord between the parties concerning Slidr LLC and the Bicycle Sharing Amenities, supplanting any and all prior agreements or understandings, whether oral or written, whether preceding the Agreement execution or concurrent therewith.

Section 7: Binding Effects and Assignment

A. **Binding Effect:** This Agreement takes effect upon the signatures of both parties and extends to the benefit of the successors and/or assignees of the parties.

B. **Non-Assignable:** This Agreement is exclusively for the advantage of the parties hereto. It shall not be assigned, transferred, or pledged by either party without obtaining the prior consent of all remaining parties.

Section 8: Severability

If any segment of this Agreement is deemed unenforceable or invalid, the remainder of the Agreement shall remain viable and enforceable as long as the unchallenged portion can be reasonably executed.

Section 9: Notice

Whenever a notice is mandated or permissible under this Agreement, it shall be provided in writing to the other party via personal delivery, reputable commercial overnight courier, or

registered/certified United States mail, return receipt requested, with prepaid postage.
Addresses for notice delivery are as follows:

For Slidr LLC:

500 NE Spanish River Blvd
Attn: Michael Trombino
City: Boca Raton
State: Florida
Zip Code: 33431

For Tradition Community Development District No. 1:

Attn: District Manager
10807 SW Tradition Square
City: Port St. Lucie
State: Florida
Zip Code: 34987

Additionally to:
Susan M. Garrett, Esquire
TORCIVIA, DONLON
GODDEAU & RUBIN, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

Notice by personal delivery is considered effective upon receipt. Notice via overnight courier is deemed effective five (5) days after dispatch. Notice sent through United States mail is considered effective five (5) days after mailing.

Section 10: Term of the Agreement

Unless terminated as stipulated herein, this Agreement remains effective from the date of the last signature until February 16th, 2025. Furthermore, both parties have the option to mutually extend this Agreement for a single additional three-year term.

Section 11: Effective Date and Signatures

This Agreement is deemed effective on the latest date of signature appended below. The respective representatives of Slidr LLC and Tradition Community Development District No. 1 hereby acknowledge their comprehension of this Agreement, agree to its terms and conditions, and attest to their authority to act on behalf of and bind their respective entities.

Slidr LLC (Operator):

Signature: Michael Trombino
Printed Name: Michael Trombino
Title: CEO
Date: 2/16/24

Tradition Community Development District No. 1 (District):

Signature: Eric Sexauer
Printed Name: Eric Sexauer
Title: Chair
Date: 2/21/2024

ADDENDUM TO BICYCLE SHARING SERVICES AGREEMENT

THIS ADDENDUM ("Addendum") is made as of the 16th day of February, 2024, by and between **Tradition Community Development District No. 1** ("Customer" or "District"), and **Slidr, LLC**, ("Company") for the purpose of amending and supplementing the **Bicycle Sharing Services Agreement** dated February 16th 2024 (the "Agreement") to the extent necessary to comply with legal requirements under the Laws of Florida.

In consideration of the mutual promises contained in this Addendum and contained within the Agreement (collectively referred to as "the Contract Documents"), Customer and Company agree as follows:

SECTION 1 – CHOICE OF LAW AND VENUE

The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation arbitration, necessary to enforce the Contract Documents will be held in St. Lucie County, Florida. . Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents.

SECTION 2 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 3 – PUBLIC RECORDS

Company shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Customer as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT:

(877) 737-4922, 2501A Burns Rd, Palm Beach Gardens, FL 33410,
bsakuma@sdsinc.org

SECTION 4 – SCRUTINIZED COMPANIES

Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 5 – E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
4. Comply fully, and require that all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public 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 Village as a result of the termination of the Agreement.

SECTION 6 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The contract between the parties consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

By: 
Eric Sexauer, Chairman

SLIDR, LLC

By: Michael Trombino

Print Name: Michael Trombino
Print Title: CEO

DO NOT EXCEED QUANTITIES OR PRICE WITHOUT PRIOR APPROVAL

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

PURCHASE ORDER NUMBER: TR1-2024-02

Date: 03/06/2024

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: GARBER FORD, INC
3380 HWY 17
Green Cove Springs, FL 32043

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

TRANSMIT ALL
INVOICE(S) TO: Tradition CDD No. 1
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 for goods, products, and/or services

TOTAL PRICE: Not to exceed \$38,565.00
Purchase thru Florida Sheriff State Contract: FSA23-VEL31.0: Pursuit,
Administrative & Other Vehicles

Date Proposal Approved by District Board of Supervisors: 03/06/2024

**THE FOLLOWING ATTACHMENTS ARE INCORPORATED INTO THIS PURCHASE
ORDER CONTRACT:**

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




Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box (Complete)

Selected Model and Options

MODEL			
CODE	MODEL	MSRP	MSRP
F1K	2024 Ford F-150 XL 2WD Reg Cab 6.5' Box	\$36,570.00	\$36,570.00
COLORS			
CODE	DESCRIPTION		
YZ	Oxford White		
ENGINE			
CODE	DESCRIPTION	MSRP	MSRP
995	Engine: 5.0L V8 -inc: auto start-stop technology (STD)	\$0.00	\$0.00
TRANSMISSION			
CODE	DESCRIPTION	MSRP	MSRP
44G	Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)	\$0.00	\$0.00
OPTION PACKAGE			
CODE	DESCRIPTION	MSRP	MSRP
101A	Equipment Group 101A Standard	\$0.00	\$0.00
WHEELS			
CODE	DESCRIPTION	MSRP	MSRP
64C	Wheels: 17" Silver Steel (STD)	\$0.00	\$0.00
TIRES			
CODE	DESCRIPTION	MSRP	MSRP
—	Tires: 245/70R17 BSW A/S (STD)	\$0.00	\$0.00
PRIMARY PAINT			
CODE	DESCRIPTION	MSRP	MSRP
YZ	Oxford White	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21751. Data Updated: Feb 19, 2024 6:38:00 PM PST.




Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box ( Complete)

SEAT TYPE			
CODE	DESCRIPTION	MSRP	MSRP
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest	\$0.00	\$0.00
Options Total		\$0.00	\$0.00

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Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 6.5' Box ( Complete)

Price Summary

PRICE SUMMARY			
		MSRP	MSRP
Base Price		\$36,570.00	\$36,570.00
Total Options		\$0.00	\$0.00
Vehicle Subtotal		\$36,570.00	\$36,570.00
Destination Charge		\$1,995.00	\$1,995.00
Grand Total		\$38,565.00	\$38,565.00

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Financial Report (Under Separate Cover)

