

Tampa Palms Open Space and Transportation Community Development District

Board of Supervisors

- Lura Leigh Willhite, Chairperson
- Brad van Rooyen, Vice Chairman
- Fred Pfister, Supervisor Elect
- Leah Black, Assistant Secretary
- Jay Krause, Assistant Secretary

Mark Vega, District Manager
Scott Steady, District Counsel
Tonja Stewart, District Engineer
Chet Benson, Club Manager

Regular Meeting Agenda Tuesday, December 20, 2022 – 5:30 p.m.

- 1. Roll Call**
- 2. Public Comments (3) Minute Time Limit**
- 3. Organizational Matters**
 - A. Oath of Office for Newly Elected Supervisors
 - Seat 1: Fred Pfister
 - Seat 2: Leah Black
 - Seat 3: Jay Krause
 - B. Resolution 2023-01, Designation of Officers (P. 2)
- 4. Consent Agenda**
 - A. Approval of the October 31, 2022 Financial Report (P. 3)
- 5. Staff Reports**
 - A. Engineer’s Report
 - B. Attorney’s Report
 - i. SRV Proposal Package for District Counsel Services (P. 15)
 - C. Manager’s Report
 - i. Presentation of Proposed Assessment Methodology for Area 6 - Comments and Notes Due on January 6th for January Agenda in Preparation for March 21 Q & A with the President of REEI (P. 21)
 - ii. Area 3 Discussion of Water Quality Report (P. 34)
 - iii. Area 3 Pond Discussion
 - a) Pond 11 (P. 40)
 - b) #9 Map Sheet (P. 46)
 - c) Pond 9 - Aeration (1) (P. 47)
 - d) Pond 9 Aeration Maintenance (P. 54)
 - e) Vertex-Air 1 plus XL-Third-Hp-Sell-Sheet (P. 60)
 - D. Club Manager’s Report
 - i. Area 6 Sidewalk Repair Proposal
 - ii. Area 7 Sidewalk Repair Proposal
- 6. Supervisor Requests/New Business**
- 7. Adjournment**

The next Meeting is scheduled for Tuesday, January 17, 2023 at 5:30 p.m.

District Office:
Inframark, Community Management Services
210 N. University Drive, Suite 702
Coral Springs, FL 33071
813-991-1140

Meeting Location:
West Meadows Community Center
8401 New Tampa Boulevard
Tampa, Florida 33647
813-977-1160

RESOLUTION 2023-01

A RESOLUTION ELECTING OFFICERS OF THE TAMPA PALMS OPEN SPACE AND TRANSPORTATION COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Tampa Palms Open Space and Transportation Community Development District at a meeting held on December 20, 2022, following the General Election held on November 8, 2022, desired to appoint the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TAMPA PALMS OPEN SPACE AND TRANSPORTATION COMMUNITY DEVELOPMENT DISTRICT:

- 1. The following persons were appointed to the offices shown, to wit:

_____	Chairperson
_____	Vice Chairman
<u>Mark Vega</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS, 20th DAY OF DECEMBER, 2022.

Chairperson

Mark Vega
Secretary

**Tampa Palms Open Space and Transportation
Community Development District**

Financial Report

October 31, 2022

Prepared by



Tampa Palms Open Space and Transportation

Community Development District

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**Tampa Palms Open Space and Transportation
Community Development District**

Financial Statements

(Unaudited)

October 31, 2022

TAMPA PALMS OPEN SPACE AND TRANSPORTATION

Community Development District

Governmental Funds

Balance Sheet
October 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND AREA 3	GENERAL FUND AREA 6	GENERAL FUND AREA 7	TOTAL
ASSETS					
Cash - Checking Account	\$ 553,854	\$ -	\$ -	\$ -	\$ 553,854
Due From Other Funds	-	1,644,377	893,274	1,262,828	3,800,479
Investments:					
Money Market Account	3,302,361	-	-	-	3,302,361
Deposits	-	-	585	-	585
Utility Deposits - TECO	-	8,965	21,255	24,388	54,608
TOTAL ASSETS	\$ 3,856,215	\$ 1,653,342	\$ 915,114	\$ 1,287,216	\$ 7,711,887
LIABILITIES					
Accounts Payable	\$ 2,417	\$ 32,713	\$ 44,680	\$ 52,121	\$ 131,931
Deposits	-	-	366	14,746	15,112
Due To Other Funds	3,800,479	-	-	-	3,800,479
TOTAL LIABILITIES	3,802,896	32,713	45,046	66,867	3,947,522
FUND BALANCES					
Nonspendable:					
Deposits	-	8,965	21,840	24,388	55,193
Assigned to:					
Operating Reserves	-	112,677	146,331	226,238	485,246
Reserves - Clubhouse	-	-	-	113,680	113,680
Reserves - Clubhouse/Cabana	-	300,000	2,385	-	302,385
Reserves - Court Amenities	-	-	53,441	20,411	73,852
Reserves - Fences	-	-	68,217	-	68,217
Reserves- Irrigation/Landscape	-	38,500	19,246	90,020	147,766
Reserves - Monuments/Signage	-	14,644	48,500	-	63,144
Reserves - Other	-	-	86,864	196,280	283,144
Reserves - Parking Lots	-	-	28,202	-	28,202
Reserves - Playground	-	-	-	60,876	60,876
Reserves - Ponds	-	54,238	20,422	90,020	164,680
Reserves - Highwoods Streetl.	-	-	68,012	-	68,012
Reserves - Swimming Pools	-	-	5,292	196,247	201,539
Unassigned:	53,319	1,091,605	301,316	202,189	1,648,429
TOTAL FUND BALANCES	\$ 53,319	\$ 1,620,629	\$ 870,068	\$ 1,220,349	\$ 3,764,365
TOTAL LIABILITIES & FUND BALANCES	\$ 3,856,215	\$ 1,653,342	\$ 915,114	\$ 1,287,216	\$ 7,711,887

Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Period Ending October 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
REVENUES					
Interest - Investments	\$ 4,100	\$ 342	\$ 3,382	\$ 3,040	82.49%
Special Assmnts- Tax Collector	344,921	-	-	-	0.00%
Special Assmnts- Developer	135,483	-	-	-	0.00%
Special Assmnts- Discounts	(13,797)	-	-	-	0.00%
TOTAL REVENUES	470,707	342	3,382	3,040	0.72%
EXPENDITURES					
Administration					
P/R-Board of Supervisors	8,000	667	333	334	4.16%
FICA Taxes	612	51	26	25	4.25%
ProfServ-Engineering	18,000	1,500	408	1,092	2.27%
ProfServ-Legal Services	2,000	167	171	(4)	8.55%
ProfServ-Mgmt Consulting	38,983	3,249	3,249	-	8.33%
ProfServ-Special Assessment	8,785	-	-	-	0.00%
ProfServ-Assessment Methodology	7,500	7,500	-	7,500	0.00%
Auditing Services	3,993	-	-	-	0.00%
Postage and Freight	165	14	9	5	5.45%
Insurance - General Liability	13,007	3,253	9,261	(6,008)	71.20%
Printing and Binding	100	8	-	8	0.00%
Legal Advertising	1,500	125	-	125	0.00%
Miscellaneous Services	500	42	-	42	0.00%
Misc-Assessment Collection Cost	6,898	-	-	-	0.00%
Office Supplies	75	6	-	6	0.00%
Annual District Filing Fee	54	54	54	-	100.00%
Total Administration	110,172	16,636	13,511	3,125	12.26%
Field					
Florida Retirement System	6,667	556	394	162	5.91%
ProfServ-Field Management	11,256	938	919	19	8.16%
Contracts-Landscape	133,164	11,097	10,789	308	8.10%
Electricity - Streetlights	134,000	11,167	3,859	7,308	2.88%
R&M-Irrigation	13,948	1,162	-	1,162	0.00%
R&M-Landscape Renovations	8,000	667	-	667	0.00%
R&M-Ponds	10,000	833	3,331	(2,498)	33.31%
Holiday Decoration	10,000	833	3,250	(2,417)	32.50%
Misc-Contingency	21,000	1,750	-	1,750	0.00%

Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Op Supplies - General	2,500	208	875	(667)	35.00%
Reserve - Ponds	10,000	10,000	-	10,000	0.00%
Total Field	360,535	39,211	23,417	15,794	6.50%
TOTAL EXPENDITURES	470,707	55,847	36,928	18,919	7.85%
Excess (deficiency) of revenues					
Over (under) expenditures	-	(55,505)	(33,546)	21,959	0.00%
Net change in fund balance	\$ -	\$ (55,505)	\$ (33,546)	\$ 21,959	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	1,654,175	1,654,175	1,654,175		
FUND BALANCE, ENDING	\$ 1,654,175	\$ 1,598,670	\$ 1,620,629		

Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Period Ending October 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<u>REVENUES</u>					
Interest - Investments	\$ 1,000	\$ 83	\$ 1,942	\$ 1,859	194.20%
Special Assmnts- Tax Collector	667,675	-	-	-	0.00%
Special Assmnts- Discounts	(26,707)	-	-	-	0.00%
TOTAL REVENUES	641,968	83	1,942	1,859	0.30%
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	8,000	667	333	334	4.16%
FICA Taxes	612	51	26	25	4.25%
ProfServ-Engineering	5,000	417	308	109	6.16%
ProfServ-Legal Services	2,500	208	129	79	5.16%
ProfServ-Mgmt Consulting	29,700	2,475	2,475	-	8.33%
ProfServ-Special Assessment	5,986	-	-	-	0.00%
Auditing Services	3,500	-	-	-	0.00%
Postage and Freight	150	13	7	6	4.67%
Insurance - General Liability	13,006	3,252	6,995	(3,743)	53.78%
Printing and Binding	75	6	-	6	0.00%
Legal Advertising	750	63	-	63	0.00%
Miscellaneous Services	1,000	83	-	83	0.00%
Misc-Assessment Collection Cost	13,354	-	-	-	0.00%
Office Supplies	99	8	-	8	0.00%
Annual District Filing Fee	41	41	41	-	100.00%
Total Administration	83,773	7,284	10,314	(3,030)	12.31%
<u>Field</u>					
Payroll-Pool Monitors	10,000	833	616	217	6.16%
FICA Taxes	765	64	47	17	6.14%
Florida Retirement System	6,667	556	394	162	5.91%
ProfServ-Field Management	11,137	928	919	9	8.25%
Contracts-Landscape	106,315	8,860	8,614	246	8.10%
Communication - Telephone	2,000	167	200	(33)	10.00%
Electricity - Streetlights	137,300	11,442	109	11,333	0.08%
Utility - Water	6,800	567	778	(211)	11.44%
Electricity - Fountain	1,500	125	-	125	0.00%
R&M-Court Maintenance	30,000	2,500	-	2,500	0.00%
R&M-Irrigation	20,000	1,667	361	1,306	1.81%
R&M-Landscape Renovations	35,000	2,917	-	2,917	0.00%
R&M-Ponds	14,568	1,214	1,288	(74)	8.84%
R&M-Pools	8,000	667	695	(28)	8.69%
R&M-Streetlights	7,500	625	3,057	(2,432)	40.76%

Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Misc-Holiday Lighting	5,000	417	3,500	(3,083)	70.00%
Misc-Contingency	71,081	5,923	-	5,923	0.00%
Op Supplies - General	4,000	333	1,116	(783)	27.90%
Reserve - Clubhouse/Cabana	2,385	2,385	-	2,385	0.00%
Reserve - Court Amenities	10,034	10,034	19,000	(8,966)	189.36%
Reserve - Fences	8,937	8,937	-	8,937	0.00%
Reserve - Irrigation/Landscape	2,594	2,594	-	2,594	0.00%
Reserve - Monuments/Signage	12,022	12,022	-	12,022	0.00%
Reserve - Other	21,716	21,716	-	21,716	0.00%
Reserve - Parking Lot	798	798	-	798	0.00%
Reserve - Ponds	2,888	2,888	-	2,888	0.00%
Reserve -Highwoods Streetlights	16,988	16,988	-	16,988	0.00%
Reserve - Swimming Pools	2,200	2,200	-	2,200	0.00%
Total Field	558,195	120,367	40,694	79,673	7.29%
TOTAL EXPENDITURES	641,968	127,651	51,008	76,643	7.95%
Excess (deficiency) of revenues					
Over (under) expenditures	-	(127,568)	(49,066)	78,502	0.00%
Net change in fund balance	\$ -	\$ (127,568)	\$ (49,066)	\$ 78,502	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	919,134	919,134	919,134		
FUND BALANCE, ENDING	\$ 919,134	\$ 791,566	\$ 870,068		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 1,800	\$ 150	\$ 1,942	\$ 1,792	107.89%
Room Rentals	5,000	417	372	(45)	7.44%
Special Assmnts- Tax Collector	1,139,060	-	-	-	0.00%
Special Assmnts- Discounts	(45,562)	-	-	-	0.00%
Other Miscellaneous Revenues	3,800	317	28	(289)	0.74%
Access Cards	1,000	83	68	(15)	6.80%
TOTAL REVENUES	1,105,098	967	2,410	1,443	0.22%
EXPENDITURES					
Administration					
P/R-Board of Supervisors	8,000	667	333	334	4.16%
FICA Taxes	612	51	26	25	4.25%
ProfServ-Dissemination Agent	1,000	1,000	-	1,000	0.00%
ProfServ-Engineering	6,000	500	604	(104)	10.07%
ProfServ-Legal Services	3,000	250	253	(3)	8.43%
ProfServ-Mgmt Consulting	57,311	4,776	4,776	-	8.33%
ProfServ-Special Assessment	11,631	-	-	-	0.00%
Auditing Services	5,035	420	-	420	0.00%
Postage and Freight	450	38	13	25	2.89%
Insurance - General Liability	17,077	4,269	13,725	(9,456)	80.37%
Printing and Binding	200	17	-	17	0.00%
Legal Advertising	1,000	83	-	83	0.00%
Miscellaneous Services	500	42	-	42	0.00%
Misc-Assessment Collection Cost	22,781	-	-	-	0.00%
Office Supplies	250	21	-	21	0.00%
Annual District Filing Fee	80	80	80	-	100.00%
Total Administration	134,927	12,214	19,810	(7,596)	14.68%
Field					
Payroll-Part Time	90,000	7,500	7,562	(62)	8.40%
Payroll-Part Time Club Suprvsr	40,000	3,333	3,296	37	8.24%
Payroll-Site Manager	78,786	6,566	5,578	988	7.08%
FICA Taxes	15,972	1,331	1,398	(67)	8.75%
Florida Retirement System	6,667	556	394	162	5.91%
Life and Health Insurance	10,500	875	1,160	(285)	11.05%
Workers' Compensation	9,038	753	5,600	(4,847)	61.96%
Contracts-Security Services	3,750	313	643	(330)	17.15%
Contracts-Landscape	42,345	3,529	3,710	(181)	8.76%
Contracts-Irrigation	6,600	550	-	550	0.00%
Contracts-Pools	20,100	1,675	1,650	25	8.21%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Contracts-Lakes	4,500	375	-	375	0.00%
Contracts-Pest Control	965	80	-	80	0.00%
Communication - Mobile	1,200	100	-	100	0.00%
Communication - Teleph - Field	4,548	379	463	(84)	10.18%
Electricity - Streetlights	245,000	20,417	1,007	19,410	0.41%
Utility - Water	28,000	2,333	1,473	860	5.26%
Utility - Refuse Removal	12,000	1,000	285	715	2.38%
Electricity - Fountain	3,500	292	-	292	0.00%
Rentals & Leases	9,420	785	1,422	(637)	15.10%
R&M-General	25,000	2,083	823	1,260	3.29%
R&M-Court Maintenance	10,500	875	673	202	6.41%
R&M-Electrical	9,500	792	-	792	0.00%
R&M-Gate	2,000	167	1,226	(1,059)	61.30%
R&M-Irrigation	4,500	375	-	375	0.00%
R&M-Landscape Renovations	14,000	1,167	-	1,167	0.00%
R&M-Pest Control	100	8	192	(184)	192.00%
R&M-Ponds	4,236	353	367	(14)	8.66%
R&M-Pools	15,000	1,250	-	1,250	0.00%
R&M-Plumbing	2,500	208	549	(341)	21.96%
R&M-Painting	9,000	750	-	750	0.00%
Misc-Access Cards	2,500	208	-	208	0.00%
Misc-Holiday Lighting	4,000	333	1,900	(1,567)	47.50%
Special Events	10,000	833	6,000	(5,167)	60.00%
Misc-Clubhouse Activities	4,000	333	-	333	0.00%
Misc-Contingency	8,548	712	5,322	(4,610)	62.26%
Misc-Web Hosting	650	54	-	54	0.00%
Cleaning Supplies	2,500	208	-	208	0.00%
Op Supplies - General	13,500	1,125	968	157	7.17%
Reserve - Clubhouse	56,944	56,944	-	56,944	0.00%
Reserve - Court Amenities	11,361	11,361	-	11,361	0.00%
Reserve - Other	49,070	49,070	-	49,070	0.00%
Reserve - Playground	6,999	6,999	-	6,999	0.00%
Reserve - Swimming Pools	70,872	70,872	13,440	57,432	18.96%
Total Field	970,171	259,822	67,101	192,721	6.92%
TOTAL EXPENDITURES	1,105,098	272,036	86,911	185,125	7.86%
Excess (deficiency) of revenues					
Over (under) expenditures	-	(271,069)	(84,501)	186,568	0.00%
Net change in fund balance	\$ -	\$ (271,069)	\$ (84,501)	\$ 186,568	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	1,305,180	1,305,180	1,305,180		
FUND BALANCE, ENDING	\$ 1,305,180	\$ 1,034,111	\$ 1,220,679		

**Tampa Palms Open Space and Transportation
Community Development District**

Supporting Schedules

October 31, 2022

**Cash and Investment Report
10/31/2022**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>MATURITY</u>	<u>BALANCE</u>
Checking Account - Operating	Valley National	1.25%	n/a	\$ 553,854
		Subtotal		<u>\$ 553,854</u>
Money Market Account	Bank United	2.25%	n/a	3,302,361
		Subtotal		<u>\$ 3,302,361</u>
		Total		<u><u>\$ 3,856,215</u></u>

Straley Robin Vericker

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Writer's E-mail: ybabbar@srvlegal.com
Website: www.srvlegal.com

December 12, 2022

Via Email

Tampa Palms Open Space & Transportation Community Development District
c/o Inframark
Attn: Mark Vega, District Manager
mark.vega@inframark.com

Dear Mark:

Our law firm is pleased to have this opportunity to submit a proposal to serve as District Counsel for the Tampa Palms Open Space & Transportation Community Development District. Our law firm's practice is focused on the representation of CDDs. We currently represent over 100 CDDs located throughout west central Florida, and are intimately familiar with all phases of CDD operations, including the ongoing representation of resident controlled CDDs. While we do not perform any litigation services, if litigation is necessary we will be happy to provide referrals of experienced attorneys familiar with CDDs and provide assistance to the litigation counsel of the CDD's choice as needed based on our experience in representing various CDDs.

We are enclosing biographical information about the firm's lawyers which touch upon our qualifications, which is also available on our firm's website at www.srvlegal.com. Our firm currently has five lawyers, two paralegals, and one legal assistant.

With respect to legal fees and costs, we understand that the Board expects District Counsel to provide legal services in a cost effective and efficient manner. Because of the firm's extensive experience with CDDs and our familiarity with the various issues facing CDDs, we believe we can provide legal services efficiently and in a cost-effective manner. Hourly rates for the paralegals and attorneys with the Firm range from \$165/hour to \$355/hour, including travel time to and from meetings.

On behalf of the firm, we appreciate this opportunity to submit a proposal to serve as the Tampa Palms Open Space & Transportation CDD's District Counsel, in which we are proposing that I will serve as lead counsel.

Sincerely,

Vivek K. Babbar

Vivek K. Babbar
*Board Certified in City, County and Local
Government Law*

Encls.

{00115981.DOCX/}

Straley Robin Vericker

VIVEK K. BABBAR

Experience:

Vivek K. Babbar is a shareholder with *Straley Robin Vericker*, and has practiced with the firm since 2014. Vivek is Board Certified in City, County and Local Government Law. Vivek serves as lead counsel to numerous community development districts represented by the firm, and has experience in the formation and operation of special districts, construction of public infrastructure, issuance of tax exempt bonds, government contracts, public records law, sunshine law, statutory requirements governing the conduct of public officers, elections laws, competitive bidding, and other aspects of local government law. Vivek has also appeared before various local government boards with respect to CDD issues.

Background:

Vivek is a member of the Hillsborough County Bar Association, the Florida Bar, the Environmental and Land Use Law Section of the Florida Bar, the City, County and Local Government Law Section of the Florida Bar, and the Real Property Probate and Trust Law Section of the Florida Bar. During law school, Vivek externed with the National Oceanic and Atmospheric Administration Office of General Counsel in St. Petersburg, Florida.

[Admitted to the Florida Bar in October 2013]

Education:

- University of Florida - B.A. in Anthropology (2010)
- University of Florida - Levin College of Law, J.D. cum laude (2013)

Straley Robin Vericker

MARK K. STRALEY

Experience:

Mark K. Straley has practiced law in Tampa, Florida since 1976, and is a shareholder in the law firm, *Straley Robin Vericker* (established 2004). For the past 20 years, Mark has focused his practice on the representation of community development districts (CDDs). He has written and lectured extensively on community development districts and enjoys a statewide reputation with respect to CDDs. Mark is *AV Rated*, the highest rating awarded by the *Martindale-Hubbell* law directory. As one of the first CDD lawyers in Florida, Mark has many years of experience in all facets of special district and local government law, including the formation and operation of CDDs, construction of public infrastructure, issuance of tax exempt bonds, contracts and competitive bidding requirements, sunshine law, public records law, and real property law. In addition to his legal training, Mark also holds a masters degree in public administration. His graduate work focused on public finance, budgeting and the administration of local governments, including special districts.

Background:

Mark is a member of the Hillsborough County Bar Association and The Florida Bar; he is also admitted to practice in the *United States District Court for the Middle District of Florida*, and the *United States Eleventh Circuit Court of Appeals*. Prior to forming his own firm, he was a partner in the statewide law firm, *Akerman Senterfitt* (1991-2004), and also practiced with the *Bush Ross* law firm (1981-1990) and *Holland & Knight* (1976-1980).

[Admitted to the Florida Bar in December 1976]

Education:

- Kenyon College, A.B. *cum laude* with high honors in Political Science (1971)
- Wayne State University, M.P.A. (1973)
- University of Michigan Law School, J.D. *cum laude* (1976)

Straley Robin Vericker

TRACY J. ROBIN

Experience:

Tracy J. Robin is a native of Tampa, Florida, and a shareholder in the law firm, *Straley Robin Vericker* (established 2004). He is *AV Rated*, the highest rating awarded by the *Martindale-Hubbell* law directory, and focuses his practice in real property, land use, and local government law. Tracy serves as lead counsel to numerous community development districts represented by the firm, and has extensive experience with the formation and operation of special districts, construction of public infrastructure, issuance of tax exempt bonds, contracts, public records law, sunshine law, statutory requirements governing the conduct of public officers, competitive bidding, and other aspects of local government law. Since 1991, he has served as General Counsel to the Hillsborough County City-County Planning Commission, an independent land planning agency created by the Florida legislature to provide comprehensive planning services for unincorporated Hillsborough County, and its three municipalities, the City of Tampa, the City of Temple Terrace, and Plant City, Florida. Tracy also has extensive experience in the area of real property law, which includes commercial real estate transactions, institutional mortgage lending, title insurance, workouts and foreclosure, landlord tenant law, and land use.

Background:

Tracy is a member of the Hillsborough County Bar Association and The Florida Bar; he is also admitted to practice in the *United States District Court for the Middle District of Florida*, and the *United States Eleventh Circuit Court of Appeals*. Prior to forming his own firm, he was a partner in the statewide firm, *Akerman Senterfitt* (1991-2004), and practiced with *Moffitt, Hart & Herron* (1989-1990). Before attending law school, he had a career in the title insurance industry (1975-1986), and served as the Branch Manager for the Tampa office of Lawyers Title Insurance Corporation.

[Admitted to the Florida Bar in April 1989]

Education:

- Mercer University, B.A. (Economics & History, 1975)
- Shepard Broad Law Center, Nova Southeastern University, J.D. (1989)

Straley Robin Vericker

JOHN M. VERICKER

Experience:

John M. Vericker is a shareholder with *Straley Robin Vericker*, and has practiced with the firm since 2005. John is Board Certified in City, County and Local Government Law and he is *AV Rated*, the highest rating awarded by the Martindale-Hubbell law directory. His practice focuses primarily in local government, real property, and land use law. John serves as lead counsel to numerous community development districts represented by the firm, and has significant experience in the formation and operation of special districts, construction of public infrastructure, issuance of tax exempt bonds, government contracts, public records law, sunshine law, statutory requirements governing the conduct of public officers, elections laws, competitive bidding, and other aspects of local government law. John has also appeared in court and before various local government boards with respect to CDD issues. John also represents clients in commercial real estate transactions and foreclosure litigation.

Background:

John is a member of the Hillsborough County Bar Association, the Florida Bar Association, the Environmental and Land Use Law Section of the Florida Bar, the City, County and Local Government Law Section of the Florida Bar, and the Real Property Probate and Trust Law Section of the Florida Bar. He is also admitted to practice in the *United States District Court for the Middle District of Florida*. In May of 2009, John graduated from the Hillsborough County Bar Association Leadership Institute, and he served on the Hillsborough County Bar Association Leadership Institute Executive Committee from 2010-2011. During law school, John served as a law clerk with the Pinellas County Attorney's Office. Prior to attending law school, John was a Senior Coordinator with Seminole County, Florida.

[Admitted to the Florida Bar in September 2004]

Education:

- University of Florida - Fisher School of Accounting
B.S. in Accounting (1997)
- University of Florida - School of Forest Resources and Conservation
Master of Forest Resources and Conservation, (1999)
- University of Florida – Levin College of Law
J.D. *cum laude* (2004)

Straley Robin Vericker

VANESSA T. STEINERTS

Experience:

Vanessa T. Steinerts has been representing local governmental entities since 1997. Vanessa focuses her practice on local government, public finance, land use, and real property law. Vanessa serves as lead counsel to numerous community development districts represented by the firm. Prior to joining the firm, Vanessa practiced in the South Florida area, having served as counsel to numerous special districts, including community development districts and the City of Coral Springs Community Redevelopment Agency, as General Counsel to the Broward County Clerk of Courts, and as an Assistant City Attorney to the City of Tamarac. Vanessa has received the highest rating assigned by Martindale-Hubbell Law Directory (AV Preeminent®).

Background:

Vanessa is a member of the Florida Bar Association, the Government Lawyer Section of the Florida Bar and the City County and Local Government Law Section of the Florida Bar. She was admitted to the Florida Bar in 1997, to the *United States Court of Appeals for the Eleventh Circuit* in 2004, and to the *United States Supreme Court* in 2004.

[Admitted to the Florida Bar in October 1997]

Education:

- University of South Florida, B.A., (Psychology, 1993)
- Nova Southeastern University, J.D. (1997)

2022 OPERATIONS AND MAINTENANCE ASSESSMENT METHODOLOGY REPORT

AREA 6

TAMPA PALMS OPEN SPACE & TRANSPORTATION COMMUNITY DEVELOPMENT DISTRICT

December 12, 2022

Prepared for

**Board of Supervisors
Tampa Palms Open Space & Transportation Community
Development District**

Prepared by

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1.0 Introduction

1.1 Purpose

This 2022 Area 6 Operations and Maintenance Assessment Methodology Report (the “2022 Area 6 Report”) is being presented as an alternative assessment methodology to the current methodology which apportions the operations & maintenance assessments based on the acreage of each neighborhood within Area 6 of the Tampa Palms Open Space & Transportation Community Development District (“District”).

The 2022 Area 6 Report allocates the proposed Fiscal Year 2023-2024 Operations and Maintenance Budget (“2024 Budget”) into benefit measurement categories to allow for the determination of special and peculiar benefits to each property within District boundaries. The 2022 Area 6 Report allocates the 2024 Budget and future budgets as prescribed unless changes are made to the various product types or budget line items by the District.

The Methodology described herein has two goals: (1) determining the special and peculiar benefits that flow to the properties in the District as a logical connection from the operations and maintenance of the infrastructure systems and facilities constituting enhanced use and increased enjoyment of the property; and (2) apportion the special benefits on a basis that is fair and reasonable.

The Methodology herein sets forth a framework to allocate the budget and apportion the special and peculiar benefits from the 2024 Budget and future budgets funded from and secured by non-ad valorem special assessments (the “Assessments”) imposed and levied on the residential properties within the District. Any non-ad valorem special assessments imposed on the residential properties within the District will constitute liens, co-equal with the liens of State, County, municipal and school board taxes, against properties within the boundary of the District that receive special benefits from the District’s budget.

Real Estate Econometrics, Inc. (“Methodology Consultant”), was selected to develop this methodology and has prepared this report, which is designed to conform to the requirements of the Florida Constitution, Chapters 170, 190 and 197, F.S. with respect to the Assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

Known as Richmond Park, Area 6 of the District encompasses +/- 615 acres with frontage on Bruce B Downs Boulevard and Interstate 75 in Hillsborough County, Florida. The District has 1,549 residential units including two apartment complexes and a mixture of commercial parcels within its boundary and is responsible for the operations and maintenance of the District’s infrastructure including but not limited to street lights, the storm water management system, lake maintenance, the irrigation distribution system, right of way maintenance, landscaping, wetlands maintenance, administrative/community costs and reserves.

Table 1 below outlines the Richmond Park development program (“Development Program”) within the District.

Table 1. Richmond Park Land Development Program

Neighborhood	Units
Richmond Park Single Family	310
Enclave Condominiums	280
Equestrian Parc Condominiums	384
Marquis of Tampa Apartments	280
Oasis at Highwoods Preserve Apartments	295
Total	1,549
Commercial Square Feet	1,267,805
Vacant Commercial Acreage	3.27
Hotel Rooms	100

Source: District Budget Workbook

1.3 Use of Specific Numbers within the Tables of the Supplemental Methodology

Great diligence has been used to define the components of the Land Development Program defined in Table 1, the 2024 Budget shown in Appendix A, the budget allocation shown in Table 2, the assessment apportionment in Tables 3 through 8 and the cumulative assessments by product type shown in Table 9. The Land Development Program, the 2024 Budget and the resulting assessment calculation methods are finalized in this report.

2.0 Operations and Maintenance Assessment Requirements

2.1 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems and services constituting maintenance and operations of the District’s capital improvements. The courts recognize the special benefits which flow as a logical connection peculiar to the property as enhanced enjoyment and increased use of the property which in turn may result in decreased insurance premiums, increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be levied, imposed and collected as co-equal first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

2.2 Special and Peculiar Benefit to the Property

The operations and maintenance of District improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the systems, facilities and services to property within the District in order to develop such property and use it for residential and other purposes. Absent the construction or provision of the District's infrastructure, there would be no infrastructure to support development of land within the District and such development would be prohibited by law.

While the general public and property owners outside the District will benefit from the operations and maintenance and provision of District infrastructure, these benefits are incidental to the benefits derived from property within the District which is dependent upon the District's infrastructure to develop the property within such boundaries. This fact alone clearly distinguishes the special and peculiar benefits which District properties receive compared to those properties lying outside of the District's boundaries and establishes that the infrastructure has a nexus to the value and the use and enjoyment of the lands within the District along with the need to operate and maintain the District's infrastructure.

2.3 Reasonable and Fair Apportionment of the Duty to Pay

The special and peculiar benefits from the operations and maintenance of the District's infrastructure have been determined and apportioned to each developable unit as provided in this 2022 Area 6 Report.

The duty to pay the non-ad valorem special assessments is fairly and reasonably allocated because the special and peculiar benefits to the property flowing from the operations and maintenance of the District's infrastructure (and the concomitant responsibility for the funding of the resultant and apportioned District budget) have been allocated to the property according to the reasonable estimates of the special and peculiar benefits including enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums and conferred on the land as provided by the operations and maintenance of the District's infrastructure for the reasons set forth above.

Accordingly, no property within the District will be assessed for the payment of any non-ad valorem special assessment pursuant to this 2022 Area 6 Report in an amount greater than the determined special benefit peculiar to that property and having a nexus to the value of the property or the use and enjoyment thereof.

3.0 District Assessment Determination

3.1 The Assessment Determination Process

Determining the assessments per product type begins by identifying all of the properties within the District Boundaries that are receiving benefit from the operations and maintenance of the District's capital improvements. The properties receiving benefit were previously identified in Table 1.

The second element in the assessment determination process is allocating the 2024 Budget into benefit determination categories and that will be assessed to the benefitting properties.

The Consultant reviewed the 2024 Budget to ascertain the benefit determination categories. The budget was reviewed line item by line item. There were four (4) categories of benefit measurement used to determine the amount of the line-item expense to be used in the assessment calculations. About 44% of the budget was determined to be shared equally among all product types as administrative costs, 27% of the budget allocated to streetlight costs, 26% allocated to landscaping costs and 3% allocated to water management costs.

The detailed line-item expense determination can be found in Appendix A.

With the product types identified and the budget allocation defined, the Methodology Consultant next determined the measurement figure by product type for each benefit measurement category.

For budget line items related to the District streetlighting, trip generation measurements from the Institute of Traffic Engineers ("ITE") studies as used by the Florida Department of Transportation ("FDOT") were used to calculate the benefit measurement of each product type.

The water management line items are tied to the impervious (non-penetrating) surface of each property within the District boundaries. The Consultant used Property Appraiser data to determine the impervious surface of each product type by first taking out all water management items from properties that had those items (lakes/wetlands) as a part of their acreage to determine the actual amount of "uplands" that was contributing run off to the water management system.

Once the water management system acreage was eliminated from the total acreage of a parcel, the Methodology Consultant then used data from the Hillsborough County Property Appraiser (“Property Appraiser”) to determine the amount of impervious and pervious acreage for each property. The Methodology Consultant first used the Property Appraiser measuring tool to determine the actual upland portion of a property by eliminating the water management acreage. The heated area as determined by the Property Appraiser was used as the impervious surface area for each residential property and then subtracting that measurement from the net acreage measurement to determine the pervious surface for each residential property. The Methodology Consultant also used the Property Appraiser measuring tool to measure the impervious surfaces of the apartment and condominium parcels.

An Equivalent Assessment Unit (“EAU”) measurement was used to determine the benefit received for each parcel within the District. The total number of EAUs in the District divided into the administrative benefit category was used to determine that benefit. Budget line items included in this category were legislative, financial & administrative, legal counsel, security operations, and the Board of Supervisors salaries among other administrative/community services categories. The Methodology Consultant’s experience with many CDD budgets has shown that these categories are available for use for all property owners on an equal basis.

The Richmond Place Drive streetlights and landscape maintenance budget line items benefit the single family residential units, the Enclave condominiums and the Marquis at Tampa apartment. The Highwoods Preserve Parkway streetlights benefit the commercial properties, the Equestrian Parc condominiums and the Oasis apartments.

There are administrative costs that only benefit the single family neighborhoods and there are administrative costs that benefit all properties within the District. All 2024 Budget line items and benefitting properties by product type are shown in Appendix B.

The detailed line item 2024 Budget categories are shown in Appendix A. To measure each property’s benefit derived from the Proposed 2024 Budget, the Methodology Consultant has consolidated the budget into the four (4) benefit measurement categories in the following Table 2.

Table 2. District Total Budget Allocation by Benefit Measurement

MEASUREMENT	BUDGET
Trip Generation	\$181,676
Equal Assessment Unit (Landscaping)	169,014
Water Management	18,000
Equal Assessment Unit (Administration)	287,678
	\$656,368

Source: Methodology Consultant

With the property type benefit measure figures calculated and the budget allocated by benefit measure categories, the next step is to determine the assessment apportionment for each property by the budget's allocated benefit measurement category. The first category to be apportioned to product type is the trip generation. All properties within the District received a trip generation factor based on the ITE studies. Those trip generation factors are identified in the Tables 3 & 4 below.

All of the trips were totaled and each property's trip generation number was divided by the total number of daily trips generated in the community to arrive at a percentage of total community trips. The total trip generations budget figure for each area shown in Tables 3 & 4 below were multiplied by each property's percentage to arrive at a trip generation assessment.

Table 3. Richmond Place Drive Streetlight Budget Assessment Calculation

Product Type	Units	ITE Trips/Unit	Total trips	Trips Percent	Assessment Allocation	Assessment Per Unit
Single Family	310	9.44	2,926	45.03%	\$63,747.81	\$205.64
Enclave Condominiums	280	5.44	1,523	23.44%	\$33,180.93	\$118.50
Marquis of Tampa Apartments	280	7.32	2,050	31.54%	\$44,647.86	\$159.46
			6,499	100.00%	\$141,576.60	

Table 4. Highwoods Preserve Parkway Streetlight Budget Assessment Calculation

Product Type	Units, Square Feet	ITE Trips, Unit, 1,000 SF	Total trips	Trips Percent	Assessment Allocation	Assessment Per Unit
Single Family	310	9.44	0	0.00%	\$0.00	\$0.00
Enclave	280	5.44	0	0.00%	\$0.00	\$0.00
Marquis of Tampa Apartments	280	7.32	0	0.00%	\$0.00	\$0.00
Equestrian Parc	384	5.44	2,089	8.81%	\$3,534.32	\$9.20
Oasis at Highwoods Preserve Ap	295	7.32	2,159	9.11%	\$3,653.50	\$12.38
Vacant Commercial	1	2.00	2	0.01%	\$3.38	\$3.38
Supermarket	22,185	106.78	2,369	10.00%	\$4,007.98	\$4,007.98
Community Shopping Center	133,190	37.75	5,028	21.21%	\$8,506.77	\$8,506.77
Small Retail Strip Center	24,382	25.11	612	2.58%	\$1,035.84	\$1,035.84
Multi-Story Office	14,400	9.74	140	0.59%	\$237.30	\$237.30
Multi-Story Office	175,200	9.74	1,706	7.20%	\$2,887.15	\$2,887.15
Multi-Story Office	204,914	9.74	1,996	8.42%	\$3,376.81	\$3,376.81
Multi-Story Office	222,650	9.74	2,169	9.15%	\$3,669.08	\$3,669.08
Multi-Story Office	126,098	9.74	1,228	5.18%	\$2,077.99	\$2,077.99
Multi-Story Office	183,177	9.74	1,784	7.53%	\$3,018.60	\$3,018.60
Multi-Story Office	69,800	9.74	680	2.87%	\$1,150.25	\$1,150.25
Restaurant	6,792	83.84	569	2.40%	\$963.44	\$963.44
Bank	3,193	100.43	321	1.35%	\$542.55	\$542.55
Theater	81,824	4.91	402	1.70%	\$679.73	\$679.73
Hotel/motel limited service	100	4.46	446	1.88%	\$754.59	\$754.59
			23,701	100.00%	\$40,099.28	

The next benefit category is landscaping. As indicated earlier, single family properties, the Enclave condominiums and the Marquis at Tampa apartments benefit from the District's landscape maintenance program since landscape maintenance includes the monument signs at the Richmond Place Drive entrance and adjacent landscaping along Richmond Place Drive and the single family streets. The total number of single family residential properties (310) in the District plus one (1) EAU for each Enclave condominium and one (1) EAU for the apartment parcel divided into the landscape benefit budget category was used to determine the landscape assessment apportionment for each property. The Methodology Consultant totaled the benefitting EAUs (591) and divided each property by the total to calculate the percentage of each property's ERU to the total number of benefitting EAUs. The total budget for that benefit measurement was multiplied by the percentage of each property EAU to calculated each property's landscape assessment as shown in Table 5 below.

Table 5. District Landscape Budget Assessment Calculation

Product Type	Units	EAUs Unit	EAUs Parcel	Total EAUs	Percent EAUs	Assessment Allocation	Assessment Per Unit
Single Family	310	1		310	52.45%	\$88,653.92	\$285.98
Enclave Concominiums	280	1		280	47.38%	\$80,074.51	\$285.98
Marquis of Tampa Apartments	280		1	1	0.17%	\$285.98	\$285.98
				591	100.00%	\$169,014.41	

The next benefit category is the Water management benefit assessment. The water management assessment is calculated by taking the percentage of impervious surface from a property appraiser data at 100% and removing that from the gross acreage for each property as edited to remove the lakes/wetlands to obtain the pervious surface which has a 20% flow rate into the water management system according to many engineering studies.

The Methodology Consultant utilized the Property Appraiser's measuring tool to measure the impervious acreages for the two (2) condominium properties and the two (2) apartment properties in order to determine their benefit from the water management system. The commercial properties within the District do not receive benefit from the District's water management system as their water management drainage is accommodated by the Hillsborough County water management system along Bruce B Downs Boulevard.

The Methodology Consultant then summed all the properties' pervious and impervious acreage and again divided the individual property's acreage to determine each product type's percentage of the total acreage. The total water management budget category amount was multiplied by each individual property percentage to determine the apportioned water management assessment for each property. Table 6 on the next page shows those calculations.

Table 6. District Water Management Budget Assessment Calculation

Product Type	Units	Impervious Acreage	Percent Impervious Acreage	Assessment Allocation	Assessment Per Unit
Single Family	310	16.72	28.70%	\$5,165.26	\$16.66
Enclave	280	9.89	16.98%	\$3,055.82	\$10.91
Marquis of Tampa Apartments	1	9.93	17.05%	\$3,068.25	\$3,068.25
Equestrian Parc	384	14.25	24.46%	\$4,402.98	\$11.47
Oasis at Highwoods Preserve Apartments	1	7.47	12.82%	\$2,307.40	\$2,307.40
		58.26	100.00%	\$17,999.72	

As indicated earlier, the total number of residential properties (974) in the District plus one (1) EAU for each commercial parcel and one (1) EAU for each apartment parcel divided into the administrative benefit budget category was used to determine the administrative assessment apportionment for each property. There were special administrative costs allocated only to single family parcels that were apportioned to those properties based on the 310 single family ERUs. The Methodology Consultant totaled the EAUs and divided each property by the total to calculate the percentage of each property's ERU to the total number of District EAUs. The total budget for that benefit measurement was multiplied by the percentage of each property EAU to calculate each property's administrative assessment and the administrative assessment that is apportioned only to single family properties are shown in Tables 7 & 8 below and on the next page.

Table 7. District Overall Administration Budget Assessment Calculation

Product Type	Units	EAUs Unit	EAUs Parcel	Total EAUs	Percent EAUs	Assessment Allocation	Assessment Per Unit
Single Family	310	1		310	31.28%	\$68,368.29	\$220.54
Enclave	280	1		280	28.25%	\$61,752.01	\$220.54
Marquis of Tampa Apartments	280		1	1	0.10%	\$220.54	\$220.54
Equestrian Parc	384	1		384	38.75%	\$84,688.47	\$220.54
Oasis at Highwoods Preserve Apartments	295		1	1	0.10%	\$220.54	\$220.54
Vacant Commercial	1		1	1	0.10%	\$220.54	\$220.54
Supermarket	1		1	1	0.10%	\$220.54	\$220.54
Community Shopping Center	1		1	1	0.10%	\$220.54	\$220.54
Small Retail Strip Center	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Multi-Story Office	1		1	1	0.10%	\$220.54	\$220.54
Restaurant	1		1	1	0.10%	\$220.54	\$220.54
Bank	1		1	1	0.10%	\$220.54	\$220.54
Theater	1		1	1	0.10%	\$220.54	\$220.54
Hotel/motel limited service	1		1	1	0.10%	\$220.54	\$220.54
				991	100.00%	\$218,558.00	

Table 8. District Single Family Administration Budget Assessment Calculation

Product Type	Units	EAUs Unit	EAUs Parcel	Total EAUs	Percent EAUs	Assessment Allocation	Assessment Per Unit
Single Family	310	1		310	100.00%	\$69,120.00	\$222.97
				310	100.00%	\$69,120.00	

The Methodology Consultant summed up each property's streetlight, landscaping, water management and administrative assessment to determine the total operations & maintenance assessment apportionment. Each property within the District has a unique assessment that is indicative of the benefit each property receives from the operations & maintenance budget. Each property's assessment by category and in total is shown in Table 9 below.

Table 9. Total District Assessment Calculation by Product Type

Product Type	Units	Streetlight Allocation	Water Management Allocation	Administration Allocation	Total Allocation	Per Unit Assessment
Single Family	310	\$63,747.81	\$5,165.26	\$137,488.29	\$295,055.28	\$951.79
Enclave	280	\$33,180.93	\$3,055.82	\$61,752.01	\$178,063.27	\$635.94
Marquis of Tampa Apartments	280	\$44,647.86	\$3,068.25	\$220.54	\$48,222.64	\$172.22
Equestrian Parc	384	\$3,534.32	\$4,402.98	\$84,688.47	\$92,625.77	\$241.21
Oasis at Highwoods Preserve Ap	295	\$3,653.50	\$2,307.40	\$220.54	\$6,181.44	\$20.95
Vacant Commercial	1	\$3.38	\$0.00	\$220.54	\$223.93	\$223.93
Supermarket	1	\$4,007.98	\$0.00	\$220.54	\$4,228.52	\$4,228.52
Community Shopping Center	1	\$8,506.77	\$0.00	\$220.54	\$8,727.31	\$8,727.31
Small Retail Strip Center	1	\$1,035.84	\$0.00	\$220.54	\$1,256.38	\$1,256.38
Multi-Story Office	1	\$237.30	\$0.00	\$220.54	\$457.84	\$457.84
Multi-Story Office	1	\$2,887.15	\$0.00	\$220.54	\$3,107.69	\$3,107.69
Multi-Story Office	1	\$3,376.81	\$0.00	\$220.54	\$3,597.35	\$3,597.35
Multi-Story Office	1	\$3,669.08	\$0.00	\$220.54	\$3,889.63	\$3,889.63
Multi-Story Office	1	\$2,077.99	\$0.00	\$220.54	\$2,298.53	\$2,298.53
Multi-Story Office	1	\$3,018.60	\$0.00	\$220.54	\$3,239.15	\$3,239.15
Multi-Story Office	1	\$1,150.25	\$0.00	\$220.54	\$1,370.79	\$1,370.79
Restaurant	1	\$963.44	\$0.00	\$220.54	\$1,183.98	\$1,183.98
Bank	1	\$542.55	\$0.00	\$220.54	\$763.09	\$763.09
Theater	1	\$679.73	\$0.00	\$220.54	\$900.28	\$900.28
Hotel/motel limited service	1	\$754.59	\$0.00	\$220.54	\$975.13	\$975.13
		\$181,675.87	\$17,999.72	\$287,678.00	\$656,368.00	

The assessments represent the special and peculiar benefit each property receives as a logical connection from the systems and services constituting maintenance and operations of the District's capital improvements. The assessments are also fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed as they are measured with mathematical certainty by using professionally acceptable measuring guidelines.

4.0 Covenant to Pay

All assessments levied run with the land. The owner of record at the time the annual assessment roll is developed will have the responsibility to make the annual operations and maintenance assessment payments.

5.0 Methodology Use

This Methodology Report provides the mathematical calculation to determine the assessment allocation by product type in order to fund the District's Operations and Maintenance budget each fiscal year. The District's 2024 Budget was used as an example to show how the budget is apportioned and the assessments allocated for each property. The assessments will change from fiscal year to fiscal year depending on changes to the budget line items and the addition of homes that have yet to be built.

APPENDIX A

TAMPA PALMS OPEN SPACE & TRANSPORTATION COMMUNITY DEVELOPMENT DISTRICT PROPOSED FY 2023-2024 OPERATIONS & MAINTENANCE BUDGET

EXPENDITURES <i>Administrative</i>		SINGLE FAMILY - RICHMOND PLACE DR. STREETLIGHTS	HIGHWOODS PRESERVE PKWY. STREETLIGHTS	SINGLE FAMILY - RICHMOND PLACE DR. LANDSCAPING	WATER MANAGEMENT RESIDENTIAL	ADMINISTRATION ALL	ADMINISTRATION SINGLE FAMILY
P/R-Board of Supervisors	8,000					\$8,000	
FICA Taxes	612					612	
ProfServ-Engineering	5,000					5,000	
ProfServ-Legal Services	2,500					2,500	
ProfServ-Mgmt Consulting	29,700					29,700	
ProfServ-Special Assessment	5,986					5,986	
Auditing Services	3,500					3,500	
Postage and Freight	150					150	
Insurance - General Liability	13,006					13,006	
Printing and Binding	75					75	
Legal Advertising	750					750	
Miscellaneous Services	1,000					1,000	
Misc-Assessment Collection Cost	13,354					13,354	
Office Supplies	99					99	
Annual District Filing Fee	41					41	
Total Administrative	83,773					\$83,773	
Field							
Payroll-Pool Monitors	10,000						\$10,000
FICA Taxes	765						765
Florida Retirement System	6,667					\$6,667	
ProfServ-Field Management	11,137	\$4,277	\$1,211	\$5,105	\$544		
Contracts-Landscape-Single Family Marquis Enclave	106,315			106,315			
Communication - Telephone	2,000					2,000	
Electricity - Streetlights Single Family/Marquis/Enclave	137,300	137,300					
Electricity Streetlights Commercial	16,988		16,988				
R&M-Streetlights Commercial	21,900		21,900				
Utility - Water	6,800					6,800	
Electricity - Fountain	1,500					1,500	
R&M-Court Maintenance	30,000						30,000
R&M-Irrigation	20,000			20,000			
R&M-Landscape Renovations	35,000			35,000			
R&M-Ponds	14,568				\$14,568		
R&M-Pools	8,000					8,000	
Misc-Holiday Lighting	5,000					5,000	
Misc-Contingency	71,080					71,080	
Op Supplies - General	4,000						4,000
Reserve - Clubhouse/Cabana	2,385						2,385
Reserve - Court Amenities	10,035						10,035
Reserve - Fences	8,937						8,937
Reserve - Irrigation/Landscape	2,594			2,594			
Reserve - Monuments/Signage	12,022					12,022	
Reserve - Other	21,716					21,716	
Reserve - Parking Lot	798						798
Reserve - Ponds	2,888				2,888		
Reserve - Swimming Pools	2,200						2,200
Total Field	572,595	\$141,577	\$40,099	\$169,014	\$18,000	\$134,785	\$69,120
TOTAL EXPENDITURES	656,368	\$141,577	\$40,099	\$169,014	\$18,000	\$218,558	\$69,120

APPENDIX B

TAMPA PALMS OPEN SPACE & TRANSPORTATION COMMUNITY DEVELOPMENT DISTRICT PROPOSED FY 2023-2024 BENEFIT DETERMINATION

ACCOUNT DESCRIPTION	ANNUAL	BENEFITTING PROPERTIES					
	BUDGET	SF	Marquis	Enclave	Equestrian Parc	Oasis	Commercial
	FY 2023						
EXPENDITURES							
<i>Administrative</i>							
P/R-Board of Supervisors	8,000						
FICA Taxes	612						
ProfServ-Engineering	5,000						
ProfServ-Legal Services	2,500						
ProfServ-Mgmt Consulting	29,700						
ProfServ-Special Assessment	5,986						
Auditing Services	3,500						
Postage and Freight	150						
Insurance - General Liability	13,006						
Printing and Binding	75						
Legal Advertising	750						
Miscellaneous Services	1,000						
Misc-Assessment Collection Cost	13,354						
Office Supplies	99						
Annual District Filing Fee	41						
Total Administrative	83,773	X	X	X	X	X	X
<i>Field</i>							
Payroll-Pool Monitors	10,000	X					
FICA Taxes	765	X					
Florida Retirement System	6,667	X	X	X	X	X	X
ProfServ-Field Management	11,137	X	X	X	X	X	X
Contracts-Landscape-Single Family Marquis Enclave	106,315	X	X	X			
Communication - Telephone	2,000	X					
Electricity - Streetlights Single Family/Marquis/Enclave	137,300	X	X	X			
Electricity Streetlights Commercial	16,988				X	X	X
R&M-Streetlights Commercial	21,900				X	X	X
Utility - Water	6,800	X	X	X			
Electricity - Fountain	1,500	X	X	X			
R&M-Court Maintenance	30,000	X	X	X			
R&M-Irrigation	20,000	X					
R&M-Landscape Renovations	35,000	X					
R&M-Ponds	14,568	X	X	X	X	X	
R&M-Pools	8,000	X					
Misc-Holiday Lighting	5,000	X	X	X	X	X	X
Misc-Contingency	71,080	X	X	X	X	X	X
Op Supplies - General	4,000	X					
Reserve - Clubhouse/Cabana	2,385	X					
Reserve - Court Amenities	10,035	X					
Reserve - Fences	8,937	X					
Reserve - Irrigation/Landscape	2,594	X	X	X			
Reserve - Monuments/Signage	12,022	X	X	X	X	X	X
Reserve - Other	21,716	X	X	X	X	X	X
Reserve - Parking Lot	798	X					
Reserve - Ponds	2,888	X	X	X	X	X	
Reserve - Swimming Pools	2,200	X					
Total Field	572,595						
TOTAL EXPENDITURES	656,368	\$656,368					

TPOST CDD 3 Restoration Assessment

Sample Date: 17 Oct 2022

Report Date: 24 Oct 2022

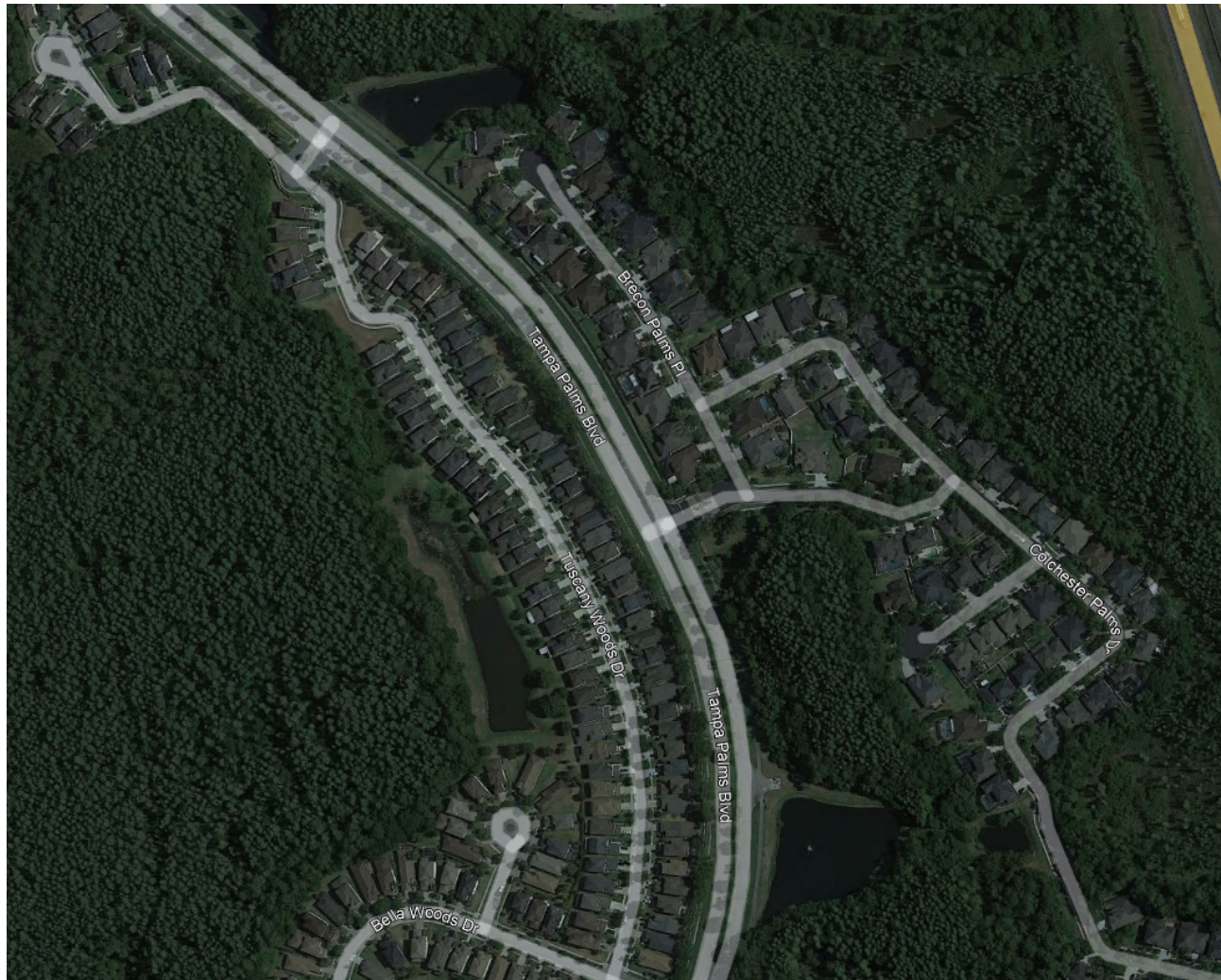
Field Biologist: Nick Margo

Lab Scientist: Haley Canady

Site #9 2-3

Site #11 4-5

Glossary 6



SOLITUDE
LAKE MANAGEMENT

888.480.LAKE (5253)

Solitudelakemanagement.com

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Restoration Assessment: TPOST CDD 3, Site #9

Sample Date: 17 Oct 2022

Test	Desired Range	Action Range	Surface	Bottom	This lake is
Phosphorus, Total	< 30 ppb	> 100	84	87	Healthy
Nitrogen, Total	<1,200 ppb	> 2,000	1045	759	Healthy
Ammonia	< 100 ppb	> 250	25	48	Healthy
Conductivity	< 1,200 uS/cm	NA	104	102	Healthy
Alkalinity, Total	> 80 ppm	NA	39	40	Low
Turbidity	< 5 NTU	NA	2.81	2.72	Healthy
pH reading	6.5 - 8.5	NA	6.43	6.54	Healthy
Secchi reading	> 4 feet	NA	3		Low



Acres: 0.92

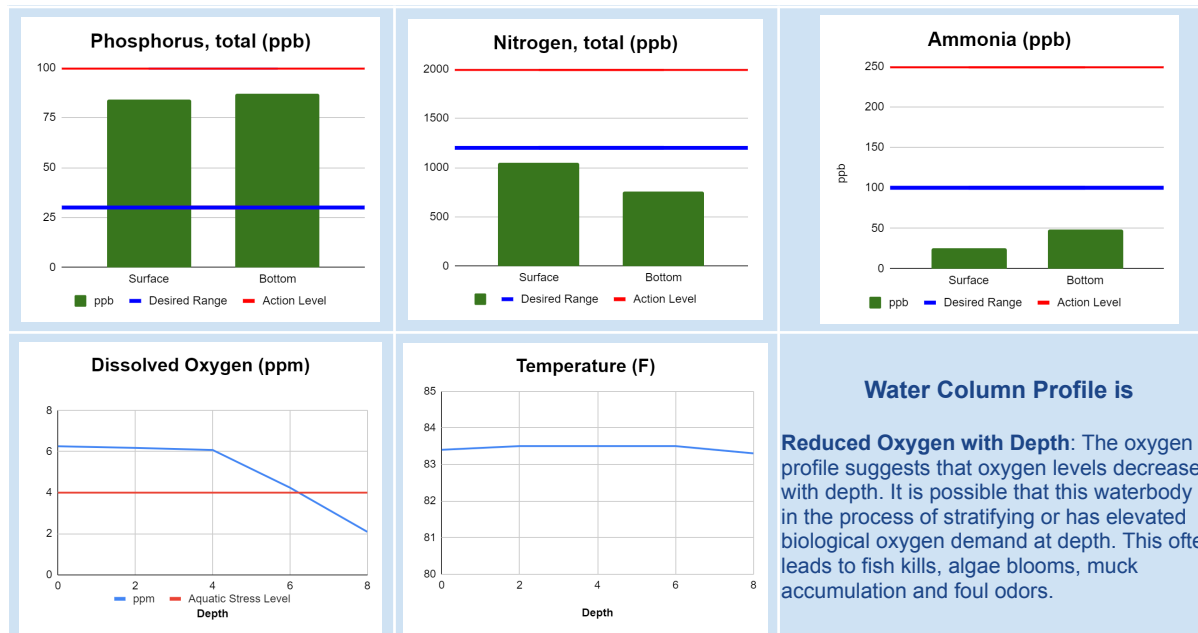
Average Depth (feet): 9

Observations

Alkalinity at this site is low. Alkalinity is a measure of the buffering capacity of the waterbody. Lakes with low alkalinity are susceptible to stronger swings in pH. Some aquatic organisms are very susceptible to drastic pH swings. Higher alkalinity levels support stronger fisheries.

Recommendations

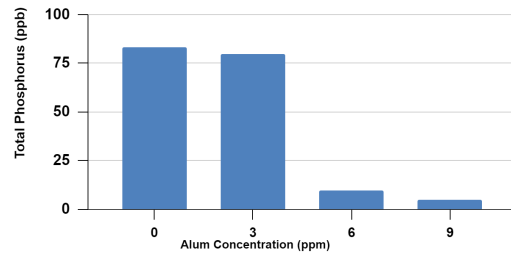
- Aeration for increased dissolved oxygen
- Watershed management
- Ongoing water quality monitoring



Restoration Assessment: TPOST CDD 3, Site #9

Sample Date: 17 Oct 2022

Phosphorus Dosing Results (Desired Range is <30 ppb, Action Level is >100 ppb)



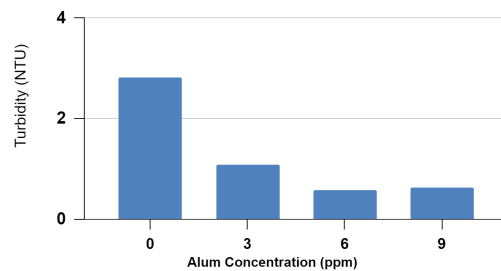
Product (ppm as Aluminum)	Total Phosphorus (ppb)
0	83
3	80
6	10
9	5

Treatment Recommendations

Based on laboratory results the following is recommended

- 6 ppm as aluminum
- Follow up testing to verify treatment results 7-30 days post treatment

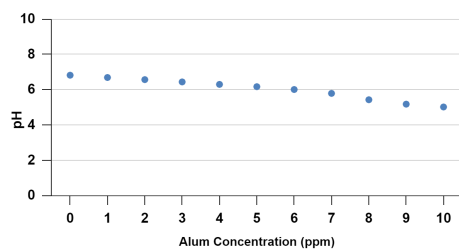
Turbidity Dosing Results (Desired Range is <5 NTU)



Product (ppm as Aluminum)	Turbidity (NTU)
0	2.81
3	1.08
6	0.58
9	0.63

Due to external factors not accounted for in a laboratory setting results may vary from this report.

pH Titration Dosing Limitations



In order to protect aquatic life, it is recommended that the pH levels do not drop below 6.0.

It is recommended that the dosage does not exceed 6 ppm as aluminum, at any one time based on laboratory data.

Restoration Assessment: TPOST CDD 3, Site #11

Sample Date: 17 Oct 2022

Test	Desired Range	Action Range	Surface	Bottom	This lake is
Phosphorus, Total	< 30 ppb	> 100	125	147	High
Nitrogen, Total	<1,200 ppb	> 2,000	733	797	Healthy
Ammonia	< 100 ppb	> 250	18	25	Healthy
Conductivity	< 1,200 uS/cm	NA	116	120	Healthy
Alkalinity, Total	> 80 ppm	NA	39	39	Low
Turbidity	< 5 NTU	NA	2.58	3.50	Healthy
pH reading	6.5 - 8.5	NA	6.70	6.67	Healthy
Secchi reading	> 4 feet	NA	3		Low



Acres: 1.33

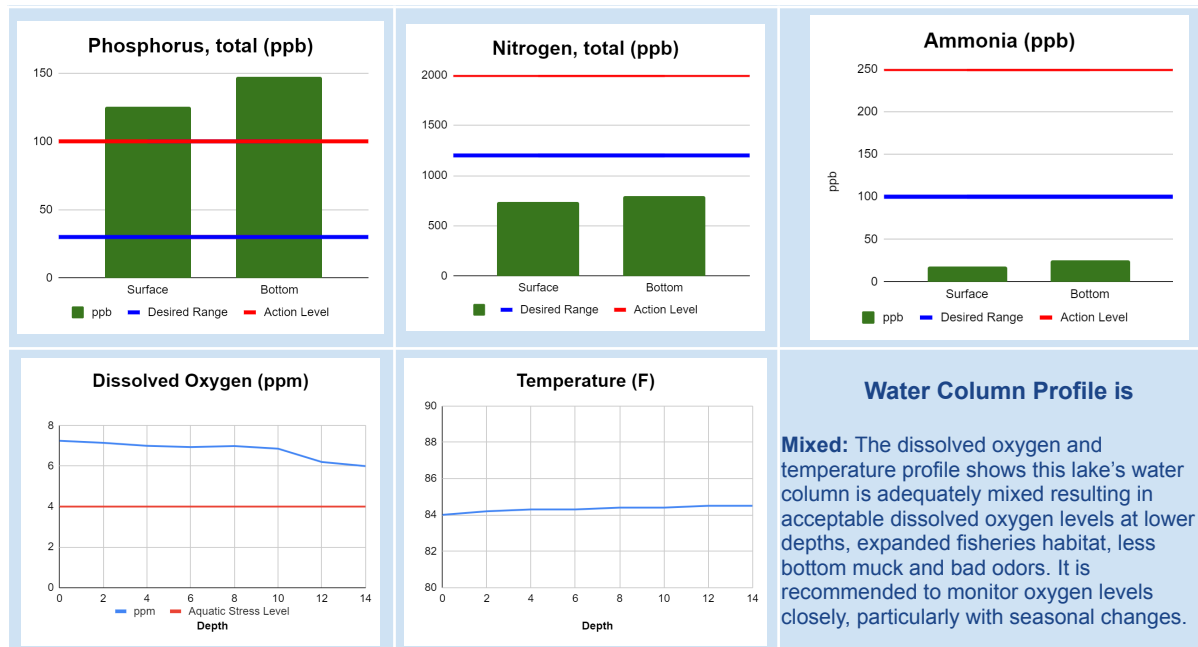
Average Depth (feet): 12

Observations

Water quality data suggests that this site is experiencing elevated phosphorus levels. Lakes with high nutrient concentrations are likely to become an unbalanced ecosystem. This can lead to a variety of negative effects including, but not limited to, foul odors, reduced clarity, etc.

Recommendations

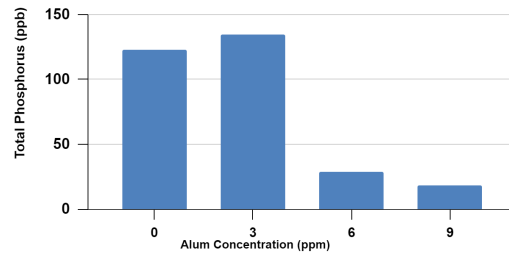
- Phosphorus reduction
- Watershed management
- Ongoing water quality monitoring



Restoration Assessment: TPOST CDD 3, Site #11

Sample Date: 17 Oct 2022

Phosphorus Dosing Results (Desired Range is <30 ppb, Action Level is >100 ppb)



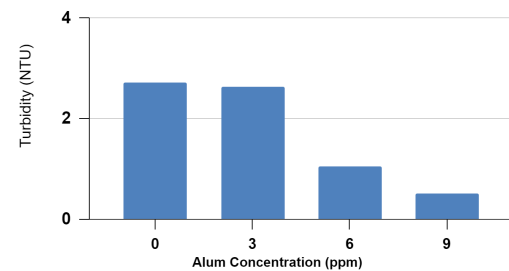
Product (ppm as Aluminum)	Total Phosphorus (ppb)
0	123
3	135
6	29
9	19

Treatment Recommendations

Based on laboratory results the following is recommended

- 6 ppm as aluminum
- Follow up testing to verify treatment results 7-30 days post treatment

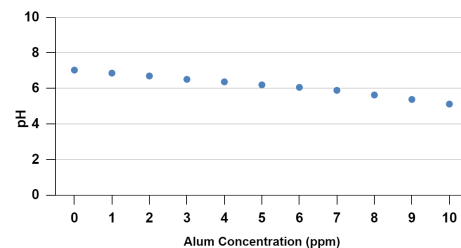
Turbidity Dosing Results (Desired Range is <5 NTU)



Product (ppm as Aluminum)	Turbidity (NTU)
0	2.72
3	2.63
6	1.05
9	0.51

Due to external factors not accounted for in a laboratory setting results may vary from this report.

pH Titration Dosing Limitations



In order to protect aquatic life, it is recommended that the pH levels do not drop below 6.0.

It is recommended that the dosage does not exceed 6 ppm as aluminum, at any one time based on laboratory data.

Glossary

Water Quality Parameter	Desired Range	Action Level	Non-normal results may lead to	Common causes of non-normal levels
Phosphorus, total	< 30 ppb	> 100 ppb	Excessive algae growth, muck accumulation, nuisance midge fly population, unbalanced fishery, etc.	Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, phosphorus laden bottom sediments
Nitrogen, total	< 1,200 ppb	> 2,000 ppb	Excessive algae growth, muck accumulation, nuisance midge fly population, unbalanced fishery, etc.	Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, organic material input like grass clippings and leaf litter
Ammonia	< 100 ppb	> 250 ppb	May lead to fish and wildlife becoming unhealthy or passing, especially under high pH conditions	Organic decomposition, landscape/fertilizer runoff, and anoxic conditions (low oxygen), excessive waterfowl excrement
Dissolved Oxygen	> 4 ppm	N/A	Leads to nutrient recycling from the sediments (phosphorus), may cause fish kill events, foul odors, etc.	Stratification, higher than normal biological oxygen demand
Temperature	< 4 degree difference	N/A	Often leads to low dissolved oxygen, nutrient recycling, and unbalanced ecosystems	Natural processes
Alkalinity	> 80 ppm	N/A	Drastic pH swings and an unhealthy ecosystem to grow sportfish populations	Low background levels
Conductivity	< 1,200 uS/cm	N/A	Fish kills for salt intolerant species, damage to turf through irrigation, change in algae community (golden algae)	Salt water intrusion, road salt runoff, excessive additions of reclaimed / effluent water
Turbidity	< 5 NTU	N/A	Loss of clarity in water and in extreme conditions fish kills	Sediment run-off, bottom sediment in suspension, algae blooms, etc.
Secchi Disk	> 4 feet	N/A	Loss of clarity in water	Sediment run-off, bottom sediment in suspension, algae blooms, etc.
pH reading	6.5 - 8.5	N/A	Unbalanced ecosystems and potentially fish kill events	Watershed run-off, pool discharges, algae blooms, etc.

^The above thresholds are general goals that have been determined by decades of lake management experience from our lake management team and a variety of peer reviewed journal studies.

SERVICES CONTRACT

CUSTOMER NAME: TPOST CDD
SUBMITTED TO: Mark Vega
CONTRACT DATE: November 28, 2022
SUBMITTED BY: Jason Jaszczak
SERVICES: Pond 11 Nutrient Abatement Treatment

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$2,200.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

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6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

TPOST CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

One time treatment for pond 11 with Eutrosorb WC to reduce the phosphorus within the water column.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Air 1 Plus XL2



Legend

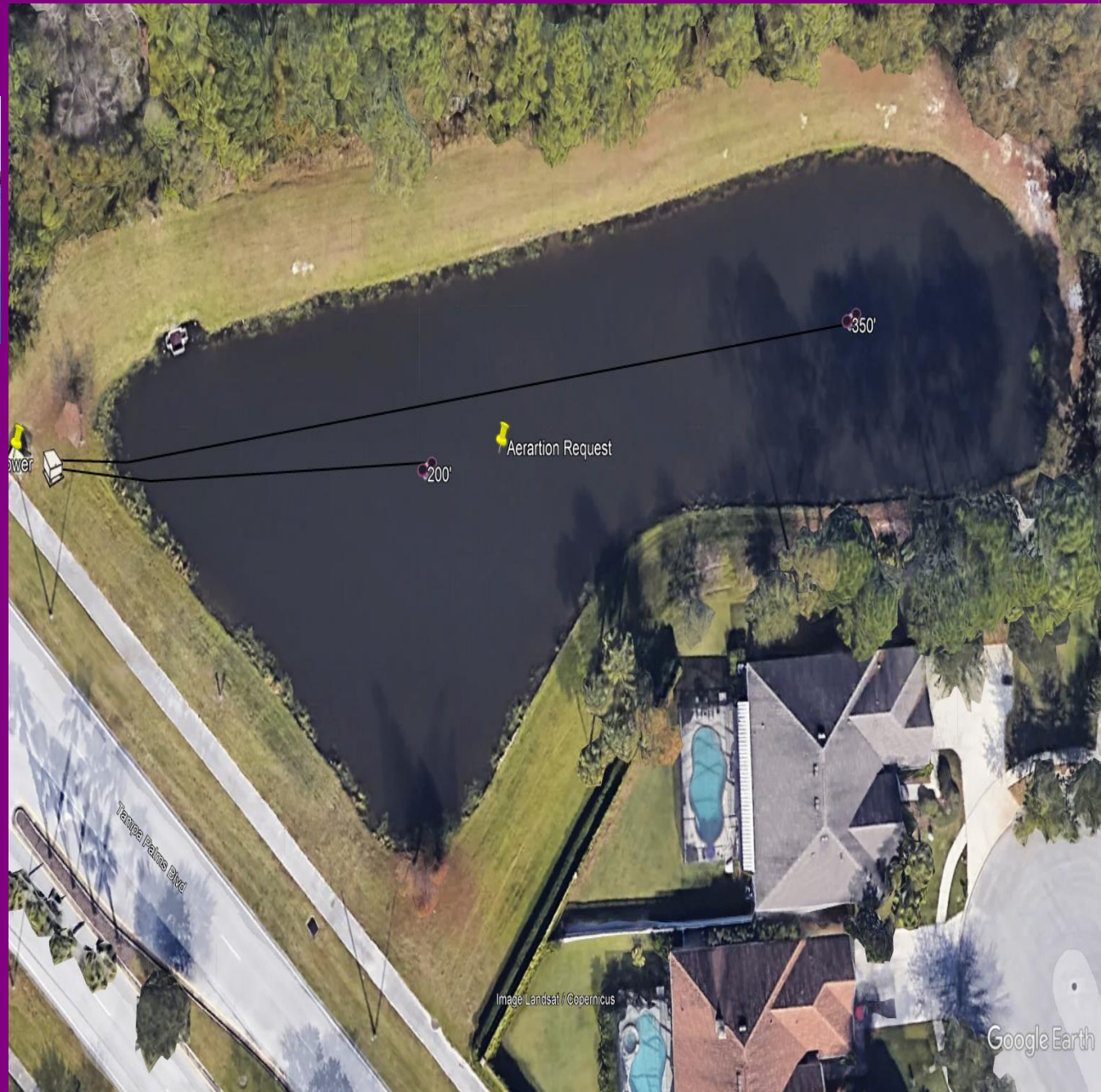
-  Compressor Cabinet
-  AirStation
-  BottomLine Tubing

Optional Equipment

-  Shoreline Valve Box
-  1" PVC Pipe

Site and System Specifications

Surface Acres:	0.9
Perimeter Feet:	997
Lake Volume, Gal.:	1,917,772
Total Acre Feet:	5.9
# of AirStations:	2
CFM / AirStation:	1.065
GPM / AirStation:	2,049
Daily Pumpage:	5,901,108
Turnovers/Day:	3.08
System PSI:	6.6
Date:	11/28/22



SERVICES CONTRACT

CUSTOMER NAME: TPOST CDD
SUBMITTED TO: Mark Vega
CONTRACT DATE: November 28, 2022
SUBMITTED BY: Jason Jaszczak
SERVICES: Pond 9 Aeration

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$4,380.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

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6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

TPOST CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

AERATION SYSTEM INSTALLATION

Aeration System Install:

1. Company will install the following submersed air diffused aeration system(s):

Vertex Air 1 Plus Aeration System

Includes: **One (1) 1/3 HP Compressors (115V)**
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weatherproof / Sound Reducing Cabinet
Small Sound Kit Sub Assembly
Cabinet mounting pad
Cabinet Exhaust Fan
Two (2) Air Station Bottom Diffusers
(Dual Membrane / Self Cleaning)
Check Valves
Adjustable air distribution manifolds
500 ft. underwater self-weighted air delivery tubing
(5/8" ID / 1 1/4" OD)
All labor and parts necessary for proper installation

2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

***For all single-phase units** customer must provide suitable 120V or 208/240V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SÖLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SÖLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

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Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
 - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

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Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.



Vertex Water Features
Lake Aeration Systems & Floating Fountains
Tel: (800)432-4302 / Fax (954)977-7877

Solitude Lake Management
TPOST CDD Site# 9

Air 1 Plus XL2



AIR1+ XL2

Cabinet shown is representative, actual system may be different.

Legend

 Compressor Cabinet
 AirStation
 BottomLine Tubing

Optional Equipment

 Shoreline Valve Box
 1" PVC Pipe

Site and System Specifications

Surface Acres:	0.9
Perimeter Feet:	997
Lake Volume, Gal.:	1,917,772
Total Acre Feet:	5.9
# of AirStations:	2



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SERVICES CONTRACT

CUSTOMER NAME: TPOST CDD

SUBMITTED TO: Mark Vega

CONTRACT EFFECTIVE DATE: January 1, 2023, through December 31, 2023

SUBMITTED BY: Jason Jaszczak

SERVICES: Quarterly Aeration Maintenance

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$600.00**. SOLitude shall invoice Customer **\$150.00 per quarter (January, April, July and October)** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each quarter, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each quarter contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

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3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of

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the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. **NONPERFORMANCE.** In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

TPOST CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Submersed Air Diffuser Aeration System Maintenance:

1. Company will service all of the Diffused Aeration Systems **four (4) times per year** on a once per quarter basis as follows:
 - Compressor will be tested to ensure proper operation.
 - Cabinet Cooling Exhaust Fan will be checked to ensure proper operation.
 - Compressor Carbon Vanes and Seals will be changed annually or as needed.
 - Compressor Air Filter / Muffler Assembly will be checked, cleaned, and replaced as needed.
 - Diffuser air stones and/or membranes will be cleaned and replaced as needed.
2. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
3. All replacement parts required for proper maintenance of the aeration systems will be billed as an additional charge.
4. Any significant problems / malfunctions that are discovered during the maintenance service which are no longer under warranty, which are not part of routine maintenance, and that will require additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
5. All aerator work will be performed by factory certified service and repair technicians.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

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Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

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Vertex diffused aeration systems are super-efficient, affordable and safe. The rising force of millions of bubbles transports bottom water to the surface, allowing oxygen to be absorbed and circulating the entire water column.



Options: Sound kits, Shallow Water AirStations and VBS remote valve boxes

BENEFITS TO THE LAKE

- ◆ High pumping rate easily penetrates stratification layers
- ◆ Promotes beneficial bacteria growth
- ◆ Prevents low oxygen fish kills
- ◆ Reduces nutrient levels and associated algae growth
- ◆ Oxidizes/reduces bottom muck
- ◆ Expands oxygenated habitat for improved fisheries
- ◆ Reduces aquatic midge and mosquito insect hatches
- ◆ Eliminates foul odors from undesirable dissolved gases

1/3 HP SYSTEMS	
NAME	AIRSTATIONS
AIR 1 XL2	1
AIR 1+ XL2	2
AIR 1 XL\$	1

SUPER-DUTY BROOKWOOD™ COMPRESSOR

3-year Vertex warranty

(excluding wearable parts: air filters and compressor maintenance kits)



- ◆ UL, 115v or 230v, 2 Cycle, 2.5 CFM
- ◆ Built for continuous 24/7 operation
- ◆ Upgraded rotors, stators, valve plates, bearings and capacitors
- ◆ Vertex SafeStart™ Technology for auto restart under maximum rated pressure without motor damage
- ◆ Thermal overload protection
- ◆ Oil-free, and require no lubrication
- ◆ 2-3 year extended duty cycle between scheduled maintenance

MEDIUM QUIETAIR™ CABINET

Limited lifetime warranty against rust

- ◆ Powder coated aluminum for a durable attractive finish
- ◆ Equipped with a stamped ventilation grill
- ◆ High capacity 140 CFM fan
- ◆ Class "A" GFCI Protection on compressor and fan circuits
- ◆ Quick disconnect switch included
- ◆ Easy access design with cam lock
- ◆ Easy plug-in connection to waterside electrical service
- ◆ Heavy duty, light weight mounting pad included
- ◆ Optional muffler box and additional insulation

©Vertex Aquatic Solutions. We reserve the right to improve/change our designs/specifications without notice or obligation.

Getting the right system requires knowing the acreage, depth, shape and slope and location of power source.

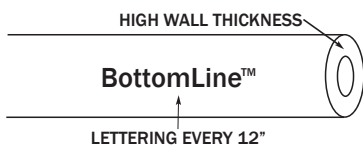
Contact Vertex or your local Vertex Dealer for free design recommendations.



BOTTOMLINE™ SUPPLY TUBING

15-year Vertex warranty

- ◆ Available in 50', 100', 250' and 500' spools
- ◆ Self-weighted for easy installation
- ◆ Flexible PVC composite direct burial and submersible tubing
- ◆ Use with standard PVC solvent weld cement and insert fittings
- ◆ High wall thickness for durability and protection from punctures
- ◆ Remains flexible in cold temperatures.
- ◆ Over-sized I.D. for high flow



More than 60,000 diffuser disks installed without a single reported clogged or blown-out membrane. Each produces up to 3000 fine micron bubbles – the majority 500 to 1000 microns.



AIRSTATION DISKS

5-year "No Questions" warranty

- ◆ 9" diameter, flexible membrane diffuser discs
- ◆ Self-cleaning, low maintenance
- ◆ EPDM compound with 100% rebound memory
- ◆ Flexible, long-wearing and clog resistant even in the dirtiest waterbodies
- ◆ "Delta" surface pattern increases active surface area
- ◆ Highly efficient even during low and moderate air flows
- ◆ Larger, stronger diffuser ring improves membrane retention
- ◆ StableTrak™ technology increases lift velocity

SELF-SINKING AIRSTATION: XL1, XL2, XL2SW

5-year "No Questions" warranty

- ◆ Made of powder-coated stainless steel
- ◆ Designed to prevent settling into soft bottom sediments.
- ◆ Adjustable diffuser risers accommodate any site requirements

STANDARD AIRSTATION: XL4, XL5

5-year "No Questions" warranty

- ◆ Vacuum-formed HDPE base, spot-welded for unit integrity
- ◆ Hollow chamber design for the addition of gravel ballast
- ◆ Lipped design prevents settling into soft bottom sediments.

