

TIFA

DECEMBER 16, 2021

AGENDA

TIFA LLC MEETING AGENDA
December 16, 2021
11:00 a.m.
MEETING LOCATION
FIRE DEPARTMENT HEADQUARTERS
MULTIPURPOSE ROOM
550 S. WASHINGTON AVENUE – TITUSVILLE, FLORIDA
Call in Number:
(US) 1-866-705-2554 (PIN: 480560)

Roll Call

Action Items

- I. Approval of the Minutes of the TIFA LLC Meeting November 30, 2021
(Presenter: Daniel Laughlin)
- II. Consideration of Proposal with ReAlign Web Design for ADA Conversion
(Presenter: Daniel Laughlin)
- III. Consideration of Audit Engagement Letter with Moore Stephens Lovelace
(Presenter: Daniel Laughlin)
- IV. Consideration of Member Distribution (Presenter: Pat Gagliardi)

Financial Items and Reports

- V. Ratification of Expenses Paid from Operating Account and Request for Reimbursement (Presenter: Daniel Laughlin)

Staff Reports / Informational Items

Other Business

- VI. Execution of the Wellhead Painting Contract and Deposit

Public Comment

Next Scheduled Meeting

Open Items

Adjournment

FIRST ORDER OF BUSINESS

Date: December 16, 2021

To: TIFA LLC Management Committee

From: Sarah Sweeting, GMS, LLC

Subject: Approval of Minutes – November 30, 2021 TIFA LLC Meeting

Summary Explanation & Background: The draft minutes of the November 30, 2021 TIFA LLC meeting were previously circulated for review. The minutes of the TIFA LLC meeting are presented for review and approval. Since the draft minutes were circulated, on December 6, 2021, comments were received from Farmton Water Resources / Miami Corporation and the City of Titusville indicated they had no additional comments. No other comments have been received.

Source of Funds: This action requires no funds.

Minutes of TIFA LLC Meeting
November 30, 2021
11:35 a.m.
Fire Department Headquarters
Multi-Purpose Room
550 S. Washington Avenue
Titusville, Florida

Persons in Attendance

Robbie E. Lee, Jr., Miami Corporation, TIFA Management Committee Member
Jim Ball, City of Titusville, TIFA Management Committee Member
Sean Stauffer, City of Titusville, Water Resources Director
Richard Broome, City of Titusville, City Attorney
Pat Gagliardi, Farmton Water Resources (by telephone)
Helen Hutchens, Farmton Water Resources (by telephone)
Daniel Laughlin, GMS LLC

Daniel Laughlin conducted the meeting.

Roll Call

Action Items

I. Approval of the Minutes of the TIFA LLC Meeting of October 21, 2021 (Presenter: Daniel Laughlin)

Member Lee moved to approve the October 21, 2021 meeting minutes as presented. Member Ball concurred and the motion passed.

II. Consideration of Proposal with ReAlign Web Design for ADA Conversion (Presenter: Daniel Laughlin)

This item was tabled and will be discussed further once additional information is gathered.

III. Consideration of Proposal from Silva's Painting for Area IV Wellfield, Wellhead Painting (Presenter: Sean Stauffer)

Member Lee moved to approve the proposal from Silva's Painting in the amount of \$18,000 subject to amending the contract to include a 30-day termination provisions, any litigation would be in Brevard County and waiver of jury trial. Member Ball concurred and the motion passed.

Financial Items and Reports

V Presentation of Fiscal Year 2022 Budget (Presenter: Daniel Laughlin)

Ms. Gagliardi stated, I want to point out a few things in the budget, it does include the ADA compliance consulting and wellhead painting. The city suggested that we use an Inland Marine policy which will save significant money with the liability insurance and recommended we increase the cash reserve from \$300,000 to \$450,000. We also included road work-maintenance of the roads that has been deferred over time. That work is out for bid, but we estimate \$75,000 spread over two years with \$50,000 in 2022 and \$25,000 in 2023. My one concern in spreading the road work over two years is we lose some economies of scale and it might go up from there due to having to bring back the equipment at a later date. Those are the big changes in the budget from last year.

Member Lee stated, the other concern I have about the roadwork is the weather, if we get the weather right I would hate to get 75% of the job done and have to pull off. We need to complete it while we are there. It may be that we only get 50% of the job done and have to pull out anyway.

After further discussion, it was decided to do all road repair work in 2022.

Member Ball moved to approve the proposed fiscal year 2022 budget as amended putting the total cost of the road work on fiscal year 2022. Member Lee concurred and the motion passed.

V. Ratification of Expenses Paid from Operating Account and Request for Reimbursement (Presenter: Daniel Laughlin)

Member Ball moved to ratify the expenses paid from the operating account and request for reimbursement in the amount of \$10,443.76. Member Lee concurred and the motion passed.

Staff Reports/Informational Items

VI. Discussion of Public Comment Procedure

Mr. Laughlin stated we discussed this at the last meeting, we sent around the proposed procedure and received comments from the city and Farnton.

Member Ball moved to adopt the public comment procedure as presented. Member Lee concurred and the motion passed.

Other Business

Public Comment

Next Scheduled Meeting

The next scheduled meeting will be December 16, 2021 at 11:00 a.m.

Open Items

Adjournment

Member Lee moved to adjourn the meeting at 12:19 p.m. Member Ball concurred and the meeting adjourned.

SECOND ORDER OF BUSINESS



Align the future. ReAlign the past.

Customized ADA Compliant Website Proposal
for:

TIFA LLC

October 19, 2021

Project Scope

Website Design Overview

1. Project Background and Description

TIFA LLC (the client) is seeking an ADA compliant website.

2. Project Scope

ReAlign Web Design (the company) will create and design a new website for **the client**. The website will aim to portray the district in a professional image while serving several functions such as; district information center, document storage, Florida statute requirement fulfillment, and ADA compliance.

The website will have standard security including antivirus, firewall and SSL encryption. The website will be compliant with Section 508 of the Americans with Disabilities Act (ADA) and will maintain a conformance level of AA with the Web Content Accessibility Guidelines 2.0 (WCAG 2.0).

The project is considered finished when **the client** is satisfied with the implementation of the website provided, within reason. **The company** will provide an invoice upon completion and implementation of the website. Any further revisions beyond the finished website may be subject to a fee.

3. Deliverables

The company: One completed website, site content and images, website security, antivirus and firewall, SSL implementation, domain transfer (if necessary), DNS and hosting setup, ADA Section 508 compliance and WCAG 2.0 AA conformity.

The client: Payment upon completion and invoice receipt and any content required to complete the project within the scope of work including proprietary property.

4. Price - \$1,750 Upon Completion

The company will bill \$1,750 upon completion of the finished website and acceptance by **the client**.

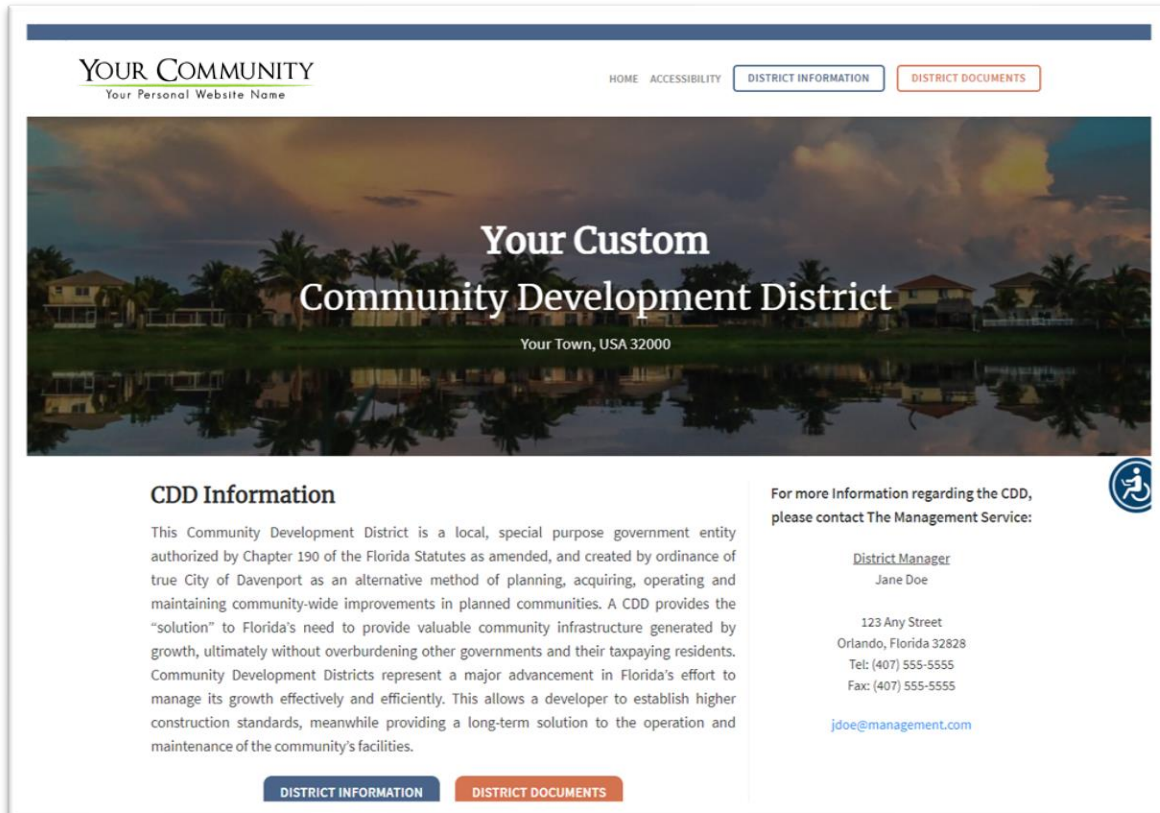
5. High-Level Timeline/Schedule

The company will utilize best efforts to deliver the completed website within one month of an executed agreement and authority to proceed.

Demo Content – Everything is Customized

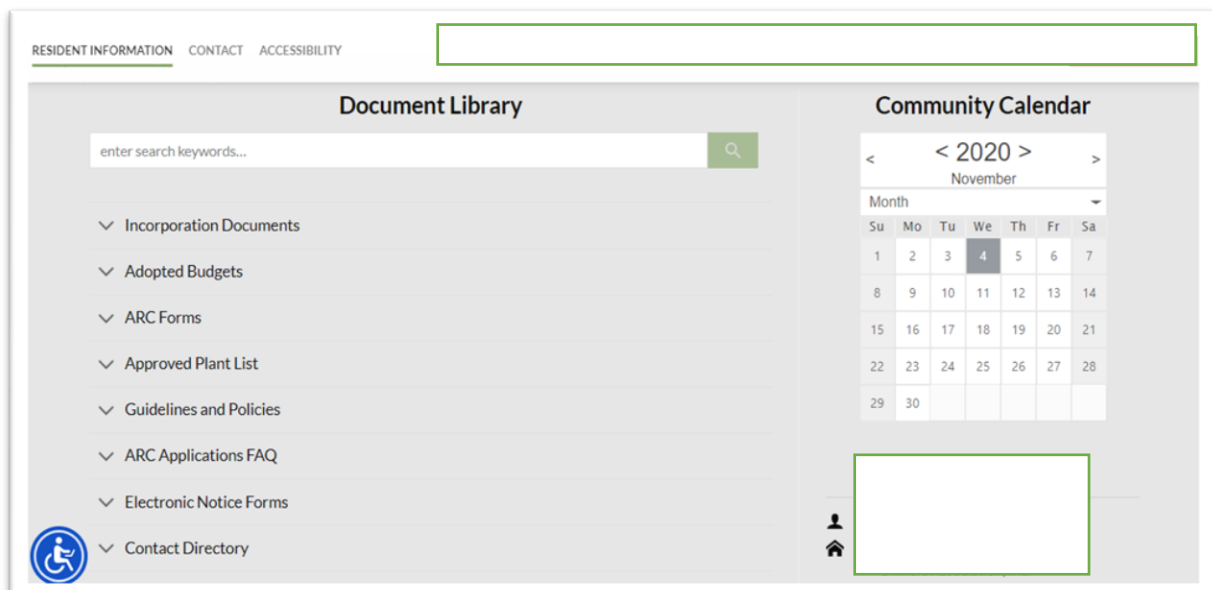
Custom Website Design

Featuring a welcome page with public information, community features and documents.



Document Storage

Quickly search, find, and download community documents like budgets, notices, and more.







Community Information

Display the current board, meeting notices, and other important information.

BOARD OF DIRECTORS

CDD Board

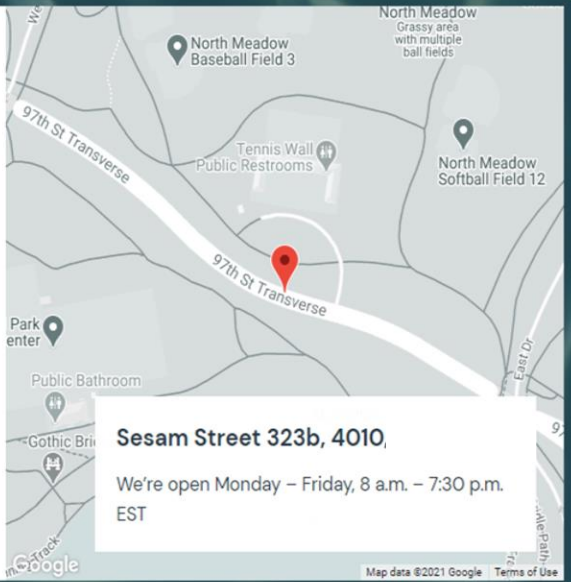
			
TROY GRAY BOARD MEMBER	JULY WOOD BOARD MEMBER	NICO VULTURE BOARD MEMBER	RICHY LACE BOARD MEMBER
f t e i	f t e i	f t e i	f t e i
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Easy Contact

Custom contact options that notify the board and/or management company.

GET IN TOUCH

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Sesam Street 323b, 4010

We're open Monday – Friday, 8 a.m. – 7:30 p.m. EST

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ADA Compliance Testing (Optional)

1. Testing Methodology

All tests are conducted in accordance with Section 508 of the Americans with Disabilities Act (ADA) and a conformance level of AA with the Web Content Accessibility Guidelines 2.0 (WCAG 2.0) and for both desktop and mobile versions of each website.

The automated tests incorporate the world's most comprehensive audit accessibility rule engine and remediation service which is continuously updated to reflect the latest WCAG and Section 508 requirements set forth by the US Government and regulatory bodies. Criteria includes usage of the following: Screen readers, screen magnifiers, speech to text software, keyboard only navigation, text and link adaptability, color contrast analyzers, and other automated scanning software.

Our four-point testing methodology:

1. **Perceivable:** Ensuring content and information are available for all users.
2. **Operable:** User interface and navigation must be operable and compatible with keyboard or mouse inclusive of those with various disabilities.
3. **Understandable:** User-friendly and easy to comprehend.
4. **Structure:** The website's coding provides an accessible end-user experience.

Upon satisfactorily completing the test for ADA compliance, we will provide the following:

- ADA Website Compliance Seal
- ADA Website Testing Report of Automated Audit

2. Price - \$960 Annually

Includes quarterly (four annual) automated audit tests with a summary report for each test.

Failed audits can be retested at \$325 per test. The fee includes a one-hour digital consultation to review the failed report. All issues identified are described and include appropriate remediation suggestions detailed with supporting documents such as screenshots of violations, html code snippets, and context to relevant ADA guidelines for immediate resolution and retesting.



Indemnification: The Company warrants that all accessibility compliance seals warrant a passing grade from the UserWay accessibility testing widget at the time of testing according to the standards set forth by UserWay. The Company does not independently verify the accuracy of accessibility tests. The Client specifically recognizes and acknowledges that ADA Section 508 guidelines and WCAG 2.0 guidelines are constantly changing and that at the time of this Agreement there is no single definitive authority on digital accessibility standards. Upon acceptance of the completed website, the Client assumes title to the website along with all responsibility for maintaining ADA 508 and WCAG 2.0 conformity and compliance. At the moment of transfer of title of the website to the Client and thereafter in perpetuity, the Client shall indemnify, defend and hold Company and its owners, shareholders, officers, directors, partners, partnerships, affiliates, subsidiaries, divisions or employees, authorized agents, independent contractors and permitted assigns ("Company Indemnified Parties") harmless from and against any and all claims, suits, actions, demands, and proceedings of any kind ("Claims"), threatened, asserted or filed against Company or any and all Company Indemnified Parties by any third party, and any damages, losses, expenses, liabilities or costs of any kind (including but not limited to reasonable attorneys' fees, witness fees and court costs) which may be incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), regarding non-compliance with any ADA Section 508 guidelines and WCAG 2.0 guidelines or similar regulations and cannot be held liable for any lawsuits arising therefrom.

THIRD ORDER OF BUSINESS



December 2, 2021

Mr. James Ball, Manager
TIFA LLC
2836 Garden Street
Titusville, FL 32796
and

Mr. Robbie Lee, Manager
TIFA LLC
P.O. Box 70
Edgewater, FL 32132

Dear Messrs. Ball and Lee:

We are pleased to serve **TIFA LLC** ("TIFA") as its independent certified public accountants. This letter confirms our understanding of the scope and the terms of our engagement.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements of TIFA, as of and for the year ending December 31, 2021. We are planning to have the audit fieldwork substantially completed and to have communicated any audit adjustments to management on or before January 21, 2022.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audit in accordance with Generally Accepted Auditing Standards ("GAAS") and will include tests of your accounting records and other procedures we consider necessary to enable us to express an opinion on your financial statements.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, or misappropriation of assets.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of TIFA and its environment, including internal control relevant to the audit, sufficient to plan and design audit procedures responsive to the risk of misstatements and to obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with generally accepted accounting principles. You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and

fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons from whom we determine it necessary to obtain audit evidence.

At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters. You acknowledge that as a condition of our agreement to perform an audit, you and TIFA's management agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the audit and in the written representations provided to us at the completion of the audit.

Because of the importance of management's representations contained in your representation letter to us to the effective performance of our services, TIFA will release MSL, P.A. ("MSL") and its personnel from any claims, liabilities, costs and expenses relating to our services under this letter attributable to any misrepresentations in the representation letter referred to above or made to us by any member of management. In addition, TIFA further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are known misrepresentations made to us by any member of TIFA's management.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting TIFA involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting TIFA received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that TIFA complies with applicable laws and regulations.

You agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to evaluate the adequacy and results of the services and accept responsibility for them.

REPORTING

We will issue a written report upon completion of our audit of Organization's financial statements. Our report will be addressed to the managing members of TIFA. Circumstances may arise in which our report may differ from its expected form and content based on the results of our

audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

ENGAGEMENT ADMINISTRATION AND OTHER

We understand that your employees will prepare all confirmations and schedules that we request and will locate any documents selected by us to perform our procedures. You are responsible for any costs or fees (for example, Confirmations.com fees) charged by those responding to the confirmation request.

Farlen Halikman is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

TAX SERVICES

We will prepare Form 1065, *U.S. Return of Partnership Income*, from information furnished to us by you for the year ending December 31, 2021.

We may furnish you with questionnaires and/or worksheets to guide you in gathering the necessary information. Your use of such forms will assist in keeping our fee to a minimum.

Our work in connection with the preparation of your income tax return does not include any procedures designed to discover fraud or other irregularities, should any exist. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information. As part of our engagement, we may propose standard adjusting or correcting journal entries to your tax information. You are responsible for reviewing the entries and understanding the nature and impact they have on your return. You are also responsible for management decisions and functions, and for designating a competent employee to oversee any services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

It is your responsibility to provide all the information required for the preparation of a complete and accurate return. You should retain all the documents and other data that form the basis of preparing the return. These may be necessary to prove the accuracy and completeness of the return to a taxing authority. You have the final responsibility for the return and, therefore, you should review it carefully before authorizing MSL to file the return on your behalf. If this review brings items to your attention that you do not understand, or if items of expense or income are not reflected, you should contact us.

We will use our professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other

supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or circumstances of these penalties, please contact us. Because a partnership is an entity whose tax attributes flow through to its partners, the penalty for substantial understatement of tax relating to partnership items may be imposed on the partners.

Your return may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available, upon request, to represent you and will render additional invoices for the time and expenses incurred. Certain communications involving tax advice between you and our Firm may be privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you may be waiving this privilege. To protect your right to privileged communication between you and our Firm, please consult with us or your attorney prior to disclosing any information about our tax advice.

Our tax preparation services will be performed in accordance with applicable professional standards, including the *Statements on Standards for Tax Services* issued by the American Institute of Certified Public Accountants. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters. TIFA and its management agree to assume all management responsibilities for this non-attest service that we provide; oversee the services by designating an individual, preferably from senior management, with suitable skills, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

FEES - Our fees are based on the tasks required, time spent, and level of expertise of the staff used to perform this engagement. Based on our proposal, the fee will not exceed \$17,500 for the audit and tax return services described herein. This fee includes labor, materials, equipment, travel, lodging and incidentals other than fees from Confirmations.com. Should the actual time spent on the audit and/or tax return fall below the estimated fee, TIFA will be billed based on actual hours. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

These fees will be invoiced as follows:

- Upon engagement - \$7,000
- Upon delivery of draft audit report - \$7,000
- Upon delivery of tax return - Balance

Invoices are due within ten (10) days of the invoice date. Any remaining balance is due upon delivery of the final product.

In the event we are requested or authorized by TIFA or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement, TIFA will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

A service charge of 1.5 percent per month will be assessed on any invoice not paid within thirty (30) days of the invoice date. We reserve the right to halt further services until payment on past due invoices is received. In the event that collection procedures are required, you agree to pay all expenses of collection, including collection efforts by our staff, which will be billed at our standard hourly rates, and all attorney's fees and costs actually incurred by our Firm in connection with such collection, whether or not suit is filed thereon. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

LAW - This agreement will be interpreted in accordance with Florida law and the terms and conditions as required by the Florida Board of Accountancy, where applicable.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to three times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

The workpapers for this engagement are the property of MSL and constitute confidential information. However, we may be requested to make certain workpapers available to government officials or others pursuant to authority by law or regulation. If requested, access to such workpapers will be provided under the supervision of MSL personnel. We do not waive any rights or privileges granted under federal or state law, statutes, or regulation with regard to client/accountant privileges.

MEDIATION - Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement. In the event that the parties cannot agree to a mediator, each will choose one and the two will choose a third, who will serve as sole mediator. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

TERM - This engagement is for a limited period of time and is further limited by scope. Any other services performed on your behalf shall be by separate agreement. Our audit and tax engagements each end on the delivery of our audit report or tax return, respectively. Any follow-up services will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. You agree that any claim arising out of this engagement letter shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as

may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against MSL.

If at any time during the engagement, you fail to make prompt payments or cooperate with the staff performing this engagement, we reserve the right to suspend performance until such time as payment is made or cooperation resumes. Our engagement to serve as your independent auditor is contingent upon the results obtained from our client acceptance and continuance due diligence procedures. In the event circumstances arise that cause us to believe that we can no longer adequately meet our obligations, or if we believe that continued performance would require us to compromise our ethical standards, we reserve the right to immediately suspend or terminate this contract. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You understand that if this contract is suspended or terminated, reports or documents may not be prepared timely, and you agree to hold MSL and its employees harmless for any damages suffered. In no event will our Firm be liable for incidental or consequential damages, even if we have been advised of the possibility of such damages.

NON-SOLICITATION - Your management and MSL acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement and for one year after its expiration or termination, neither party will (a) solicit any shareholder/partner or employee of the other party for employment, or (b) employ any person who was a shareholder/partner or employee of the other party within four (4) months after the termination of their employment with the other party for any reason, without the advance written consent of the other party. In any case, if the individual becomes an employee of the other party within the non-solicitation period in violation of the foregoing, the other party agrees to pay the original employer a fee equal to 40 percent (40%) of the individual's annual compensation for the prior full twelve-month period of their prior employment. The fee is due thirty (30) days after the individual becomes an employee of the other party.

ENTIRE AGREEMENT - The terms and conditions set out in this engagement letter constitute the entire agreement between the parties and supersede any verbal or written agreements concerning the above-referenced services.

If the services and terms outlined above are in accordance with your understanding, please sign this letter and return it to us. Upon receipt of your signed engagement letter, we will schedule your work.

We very much appreciate this opportunity to be of service to you. If you have any questions, please do not hesitate to contact us.

Sincerely,

MSL, P.A.

The above terms and conditions are accepted
and affirmed.

By: _____
(signature)

(print name and title)

Date: _____

By: _____
(signature)

(print name and title)

Date: _____

FOURTH ORDER OF BUSINESS

**TIFA LLC
2836 GARDEN STREET
TITUSVILLE, FLORIDA 32796**

December 16, 2021

Mr. Sean Stauffer
Water Resources Director
City of Titusville
2836 Garden Street
Titusville, Florida 32796

Mr. David Fuechtman
Vice President & Secretary
Farmton Water Resources, LLC
410 N. Michigan Avenue Suite
590
Chicago, Illinois 60611

CAPITAL DISTRIBUTION NOTICE

Pursuant to the TIFA LLC Operating Agreement Section 4.1 Distribution of Distributable Cash, a cash distribution from TIFA LLC is requested today in the amount of \$630,000.00 (\$315,000.00 to the City of Titusville and \$315,000.00 to Farmton Water Resources, LLC). Payment is to be made from the TIFA LLC Northern Trust main checking account within 30 days of receipt of this capital distribution notice.

Sincerely,

TIFA LLC

Jim Ball
Manager

Robert E Lee
Manager

TIFA LLC
Member Distributions

	11/30/21
Cash Balance	<u>\$ 1,082,212.10</u>
Expected Cash Needs	
No unbudgeted items	-
Maintenance Cash Balance	<u>(450,000.00)</u>
Distributable Cash	<u><u>\$ 632,212.10</u></u>
Recommended Distribution	\$ 630,000.00
To City of Titusville	\$ 315,000.00
To Farmton Water Resources LLC	\$ 315,000.00

2021 Distributions

	FWR	City	Total
Budgeted	<u>\$ 420,000</u>	<u>\$ 420,000</u>	<u>\$ 840,000</u>
11/30/21	\$ 315,000	\$ 315,000	\$ 630,000
Total	<u>\$ 315,000</u>	<u>\$ 315,000</u>	<u>\$ 630,000</u>

2020 Distributions

	FWR	City	Total
Budgeted	<u>\$ 415,000</u>	<u>\$ 415,000</u>	<u>\$ 830,000</u>
3/31/20	115,000	115,000	230,000
6/30/20	95,000	95,000	190,000
9/30/20	135,000	135,000	270,000
12/31/20	105,000	105,000	210,000
Total	<u>\$ 450,000</u>	<u>\$ 450,000</u>	<u>\$ 900,000</u>

FIFTH ORDER OF BUSINESS

TIFA LLC
INVOICE APPROVAL BY MANAGERS

WHEREAS, the undersigned are the duly appointed and acting Managers of TIFA LLC, which operates pursuant to that certain Limited Liability Company Operating Agreement of TIFA LLC dated May 24, 2010 ("Operating Agreement"); and,

WHEREAS, at a duly called and noticed public meeting of the Managers as indicated below, the undersigned approved the contract and/or authorized the expenditure as indicated below, and further authorized the managers to execute the Invoice Approval by Managers form reflecting such authorized expenditures in order to process payments.

Previous Authorizations

TIFA Meeting Date	Approved	Total Contract or Expenditure Authorized
12/16/2021	Imprest Account Reimbursement from Depository Account	See Attached

NOW, THEREFORE, the Managers of TIFA LLC, based upon the previous TIFA authorizations, approve the following payments:

Invoice Description	Total Amount	Pursuant to Previous TIFA Authorization Date	Invoice Payment
Transfer to imprest account at Northern Trust ending *8866	\$14,303.45	12/16/2021	To be Paid by TIFA upon this approval

Except as otherwise set forth herein, defined terms shall have the meaning set forth in the Operating Agreement. This Action may be executed in several counterparts, and all counterparts so executed shall constitute one Approval binding on all parties.

IN WITNESS WHEREOF, the undersigned represent and warrant that each is the duly authorized and appointed agent of TIFA LLC.

Robert E Lee, Manager

Jim Ball, Manager

Date: _____, 2021

Date: _____, 2021

TIFA LLC Check Detail

November 20 through December 9, 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	ACH11222021	11/22/2021	Cardmember Service	103.00 · Cash- Nort...		-21.00
Bill		10/28/2021		203.50 · Northen Tr...	-21.00	21.00
TOTAL					-21.00	21.00
Bill Pmt -Check	ACH12092021	12/09/2021	Florida Power & Light	103.00 · Cash- Nort...		-5,564.12
Bill	18790-42503Dec...	12/01/2021		511.00 · Utilities	-596.00	596.00
Bill	32610-23505Dec...	12/01/2021		511.00 · Utilities	-565.69	565.69
Bill	54996-25506Dec...	12/01/2021		511.00 · Utilities	-416.34	416.34
Bill	74008-14500Dec...	12/01/2021		511.00 · Utilities	-500.27	500.27
Bill	83665-19117Dec...	12/01/2021		511.00 · Utilities	-256.79	256.79
Bill	73681-17557Dec...	12/01/2021		511.00 · Utilities	-256.92	256.92
Bill	62400-69564Dec...	12/01/2021		511.00 · Utilities	-260.42	260.42
Bill	40983-63494Dec...	12/01/2021		511.00 · Utilities	-257.02	257.02
Bill	24869-01248Dec...	12/01/2021		511.00 · Utilities	-260.20	260.20
Bill	09060-50505Dec...	12/01/2021		511.00 · Utilities	-255.59	255.59
Bill	75317-43016Dec...	12/01/2021		511.00 · Utilities	-483.41	483.41
Bill	54213-71161Dec...	12/01/2021		511.00 · Utilities	-289.00	289.00
Bill	76646-91016Dec...	12/01/2021		511.00 · Utilities	-449.20	449.20
Bill	47893-42013Dec...	12/01/2021		511.00 · Utilities	-465.98	465.98
Bill	11526-54016Dec...	12/01/2021		511.00 · Utilities	-251.29	251.29
TOTAL					-5,564.12	5,564.12
Bill Pmt -Check	1351	12/09/2021	DRMP, Inc.	103.00 · Cash- Nort...		-4,500.00
Bill	0164349	11/05/2021		106.00 · Prepaid Ex...	-4,500.00	4,500.00
TOTAL					-4,500.00	4,500.00
Bill Pmt -Check	1352	12/09/2021	Pace Analytical, LLC	103.00 · Cash- Nort...		-1,910.00
Bill	2135456210	11/19/2021		501.50 · O&M Parts ...	-1,550.00	1,550.00
Bill	2135458226	12/02/2021		501.50 · O&M Parts ...	-360.00	360.00
TOTAL					-1,910.00	1,910.00
Bill Pmt -Check	1353	12/09/2021	The City of Titusville	103.00 · Cash- Nort...		-2,308.33
Bill	COT11302021	11/30/2021		501.00 · O&M Oper...	-2,308.33	2,308.33
TOTAL					-2,308.33	2,308.33