



**SOUTHERN GROVE
COMMUNITY DEVELOPMENT
DISTRICTS 1-6**

**PORT ST. LUCIE
REGULAR BOARD MEETING
APRIL 6, 2022
10:30 A.M.**

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

www.southerngrovecdd1.org
www.southerngrovecdd2.org
www.southerngrovecdd3.org
www.southerngrovecdd4.org
www.southerngrovecdd5.org
www.southerngrovecdd6.org

**561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile**

AGENDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-6
Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987
OR
Join Zoom Meeting:
<https://us02web.zoom.us/j/3341025011>
Meeting ID: 334 102 5011
Dial In at: 1 929 436 2866
REGULAR BOARD MEETING
April 6, 2022
10:30 a.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 1
- C.** Establish Quorum
- D.** Additions or Deletions
- E.** Comments from the Public for Items Not on the Agenda
- F.** Consent Items
 - 1. Approval of February 9, 2022 Regular Board Meeting Minutes.....Page 2
 - 2. Approval of WA #19-144-103; Control Structure CS-08.....Page 8
 - 3. Approval of WA #19-144-123; Duda Canal Expansion.....Page 10
 - 4. Approval of WA #19-144-178; Becker Road West Extension.....Page 12
 - 5. Approval of WA #19-144-179; Capstone at Tradition – Irrigation.....Page 14
 - 6. Approval of WA #19-144-180; Tradition Commerce Park.....Page 16
 - 7. Approval of WA #19-144-181; Plat No. 41.....Page 18
- G.** Old Business
- H.** New Business
 - 1. Consider Ratifying and Approving Service Contract for Becker Road Drainage Improvements; District No. 1 – ITB #2022-02.....Page 20
 - 2. Consider Ratifying and Approving 2021 Bond Requisition (No. 12); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure).....Page 30
 - 3. Consider Memorandum No. 22-02; Board Member Elections 2022 - Notice of Qualifying Period; Election of Board Supervisors for District No.'s 4 and 5.....Page 43
 - 4. Consider FPL Easement – Legacy Park.....Page 48
 - 5. Notification of Landowners' Election.....Page 51
- I.** Administrative Matters
 - 1. Manager's Report
 - 2. Attorney's Report
 - 3. Engineer's Report

4. Financial Report (Under Separate Cover).....	Page 57
5. Founder's Report	
J. Board Member Comments	
K. Adjourn	

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6

REVISED FISCAL YEAR 2021/2022

REGULAR BOARD MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Southern Grove Community Development District Nos. 1-6 (“Districts”) will conduct Regular Board Meetings of the Board of Supervisors (“Board”) for the purpose of conducting the business of the Districts that may properly come before the Board. The following meetings will be held at 10:30 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the following dates:

March 2, 2022

April 6, 2022

May 4, 2022

June 1, 2022

July 6, 2022

August 3, 2022

September 7, 2022

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

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the District Manager’s office located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at 772-345-5119 and/or toll free at 1-877-737-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

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

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

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6

www.southerngrovecdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 02/21/22

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-6

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

OR

Join Zoom Meeting: <https://us02web.zoom.us/j/3341025011>

Meeting ID: 334 102 5011

REGULAR BOARD MEETING

February 9, 2022

10:30 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Southern Grove Community Development District Nos. 1-6 of February 9th, 2022, was called to order at 10:30 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on October 1st, 2021, as legally required.

C. ESTABLISH A QUORUM

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

CDD #'s 1-6		
Chairman	Frank Covelli: #1,2,3,4,5,6	Present
Vice Chair	Anissa Cruz: #1,2,3,4,5,6	Present
Supervisor	Carolyn DeSanti: #1,2	Present via Zoom
Supervisor	Vacant: #1,2	-
Supervisor	Steven Dassa: #1,2,3,5	Present
Supervisor	David Graham: #3,4,5,6	Present
Supervisor	Vacant: #4,6	-
Supervisor	Wes McCurry: #3,4,5,6	Present via Zoom

Staff members in attendance were:

District Manager	B. Frank Sakuma, Jr.	Special District Services, Inc.
Assistant District Manager	Jessica Wargo	Special District Services, Inc.
District Counsel	Dan Harrell	Gonano & Harrell Law

Also present via Zoom were: District Manager - Andrew Karmeris with Special District Services, Inc; District Engineer - Kelly Cranford with Culpepper and Terpening. In attendance were: Tony Palumbo with Mattamy Homes (See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO THE AGENDA

Staff requested the addition of (4) items under "New Business":

- 1 – (New Business/H-18) Outline of Future Administration; Creating a new CDD No. 11 & Revise/restate the 2008 & 2021 Interlocal Agreements**
- 2 – (New Business/H-19) Consider Changing Meeting Schedule to First Wed. of Each Month – Starting March 2nd, 2022**
- 3 – (New Business/H-20) Accept Resignation of Supervisor Carolyn DeSanti / District No. 1 & 2 Seat No.1**
- 4 – (New Business/H-21) Appointment to Vacant Board Seats - District No. 1 & 2 / Seat No.1**

A **Motion** was made by Mr. Graham, seconded by Mr. Dassa and passed unanimously to Approve the Agenda as amended.

E. COMMENTS FROM THE PUBLIC

There were no comments from the public.

F. CONSENT ITEMS

1. November 10, 2021 Regular Board Meeting Minutes

Minutes of the November 10, 2021 Regular Board Meeting.

2. WA #19-144-165; Heron Preserve (Phase 2) SWM/Plat

WA #19-144-165; Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1 – Responding to the outstanding request for the additional information to the CDD Engineer's satisfaction – Authorize the CDD Chair to sign plat mylar on behalf of the CDD.

3. WA #19-144-167; Innovation Square at Tradition – Irrigation

WA #19-144-167; Approve proposed project connecting to the Tradition Master Stormwater System under the following conditions:

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

4. WA #19-144-168; Tom Mackie Blvd – Stormwater System

WA #19-144-168; Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

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

5. WA #19-144-101; Oculus Development

WA #19-144-101; Ratify the CDD Engineer's approval of the Work Authorization.

6. WA #19-144-166; Legacy Park - Middle Drive Access

WA #19-144-166; Ratify the CDD Engineer's approval of the Work Authorization.

7. WA #19-144-169; Duda Canel - Expansion 2

WA #19-144-169; Ratify the CDD Engineer's approval of the Work Authorization.

A **Motion** was made by Mr. Graham, seconded by Mr. Covelli and passed unanimously to Approve all item(s) under Consent.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Ratify and Approve Change Order No. 9; Project No. 2021-203 - Becker Road Extension Phase 1; by District No 1

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Approve the Change Order No. 9; Project No. 2021-203 - Becker Road Extension Phase 1 for Guettler Brothers Construction, LLC.

2. Ratify and Approve 2021 Bond Requisition (No. 6); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)

A **Motion** was made by CDD No. 5 Mr. Dassa, seconded by Mr. Covelli and passed unanimously to Ratify and Approve the 2021 Bond Requisition No. 6 for Culpepper and Terpening.

3. Ratify and Approve 2021 Bond Requisition (No. 7); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)

A **Motion** was made by CDD No. 5 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Ratify and Approve the 2021 Bond Requisition No. 7 for BEEP, Inc.

4. Ratify and Approve 2021 Bond Requisition (No. 8); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)

A **Motion** was made by CDD No. 5 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Ratify and Approve the 2021 Bond Requisition No. 8 for Guettler Brothers Construction, LLC.

5. Ratify and Approve 2021 Bond Requisition (No. 9); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)

A **Motion** was made by CDD No. 5 Mr. Dassa, seconded by Mr. Covelli and passed unanimously to Ratify and Approve the 2021 Bond Requisition No. 9 for Guettler Brothers Construction, LLC.

6. Approve 2021 Bond Requisition (No. 10); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)

A **Motion** was made by CDD No. 5 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Approve the 2021 Bond Requisition No.10 for Culpepper and Terpening.

**7. Approve 2021 Bond Requisition (No. 11); District No. 5
Special Assessment Bonds, Series 2021 (Community Infrastructure)**

A **Motion** was made by CDD No. 5 Mr. Dassa, seconded by Mr. Covelli and passed unanimously to Approve the 2021 Bond Requisition No.1 for Beep.

**8. Approve ITB #2020-04; Continuing Services Agreement for Miscellaneous
Construction Activities – Recommendation to Award**

No action was taken at this time.

**9. Approve Partial Assignment of Contractor Agreement to CDD No. 5;
(Paar Drive [West] Water Mains – 2021 CI Project)**

Mr. Covelli asked if Pulty would be managing the project.

Mr. Sakuma stated it would be managed by the CDD with Culpepper and Terpening as the project manager.

A **Motion** was made by CDD No. 5 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Approve Partial Assignment of Contractor Agreement for Paar Drive – 2021 CI Project.

**10. Appointment of One Voting Member to the Tradition/SG Irrigation System Rate
Committee (Seat No. 5)**

A **Motion** was made by CDD No. 5 Mr. Graham, seconded by Mr. Dassa and passed unanimously to Appoint Mr. Covelli as the new voting member to the Tradition/SG Irrigation System Rate Committee, Seat No. 5.

**11. Accept Resignation of Supervisor Jeremy Bunner- District No.'s 1 & 2 / Seat No. 4;
District No.'s 3 & 5 / Seat No. 2; & District No.'s 4 & 6 / Seat No. 3**

A **Motion** was made by CDD No. 5 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Accept the Resignation of Supervisor Jeremy Bunner.

**12. Appointment to Vacant Board Seats - District No.'s 1 & 2 / Seat No. 4;
District No.'s 3 & 5 / Seat No. 2; & District No.'s 4 & 6 / Seat No. 3**

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Covelli and passed unanimously to Appoint James Fitzgerald to District No.'s 1 & 2 / Seat No. 4.

A **Motion** was made by CDD No. 3 Mr. Graham, seconded by Mr. Dassa and passed unanimously to Appoint Frank Covelli to District No.'s 3 & 5 / Seat No. 2 & District No.'s 4 & 6 / Seat No. 3.

13. Accept Resignation of Supervisor Steven Dassa – District No.'s 4 & 6 / Seat No. 4

A **Motion** was made by CDD No. 4 Mr. Covelli, seconded by Mr. Graham and passed unanimously to Accept the Resignation of Supervisor Steven Dassa to District No.'s 4 & 6 / Seat No. 4.

14. Appointment to Vacant Board Seats - District No.'s 4 & 6 / Seat No. 4

A **Motion** was made by CDD No. 4 Mr. Covelli, seconded by Mr. Graham and passed unanimously to Appoint Ms. Anissa Cruz to District No.'s 4 & 6 / Seat No. 4.

15. Accept Resignation of Supervisor Jeff Snyder – District No.'s 4 & 6 / Seat No. 1

A **Motion** was made by CDD No. 4 Mr. Graham, seconded by Mr. Covelli and passed unanimously to Accept the Resignation of Supervisor Jeff Snyder.

16. Appointment to Vacant Board Seats - District No.'s 4 & 6 / Seat No. 1

A **Motion** was made by 4 Mr. Covelli, seconded by Mr. Graham and passed unanimously to appoint Stephen Okiye to the vacant board seats of District Nos. 4 & 6 / Seat No. 1. Mr. Okiye's continued appointment will be subject to approval by the city of Port St. Lucie.

17. Resolution No. 2022-01; Election of Officers

This item has been taken out of order and moved to the end of New Business.

18. Consider the future approach and outline of creating a new Administrative Entity to take over the Administrative Functions provided by CDD No. 1

Mr. Harrell explained the intent of creating an Administrative Entity to take over the administrative duties which are currently performed by CDD No. 1. After further discussion, a **Motion** was made by CDD No. 4 Mr. McCurry, seconded by Mr. Graham and passed unanimously to approve the concept as presented and to move forward with next steps in creating the administrative entity.

19. Authorize change of the meeting schedule to first Wed. of each month – Starting March 2nd, 2022, through the remainder of the FY year, September 2022, and authorizing the Chairperson to execute & publish Notice of the same.

A **Motion** was made by Mr. Graham, seconded by Mr. Covelli and passed unanimously to Authorize change in the meeting schedule to the first Wednesday of each month starting March 2nd, 2022, and publish Notice of the same.

20. Accept Resignation of Supervisor Carolyn DeSanti / District No. 1 & 2 / Seat No.1

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Accept the Resignation of Supervisor Carolyn DeSanti.

21. Appointment to Vacant Board Seats - District No. 1 & 2 / Seat No.1

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to Appoint Mr. Tyler Gaffney to District No. 1 & 2 / Seat No.1.

17. Resolution No. 2022-01; Election of Officers

Resolution No. 2022-01 was presented, entitled:

RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-6 AND
PROVIDING FOR AN EFFECTIVE DATE.**

A **Motion** was made by CDD No. 1 Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Approve Resolution No. 2022-01; Election of Officers.

I. ADMINISTRATIVE MATTERS

1. Manager's Report

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

2. Attorney's Report

Mr. Harrell had no further report.

3. Engineer's Report

Ms. Cranford had no additional items to note.

4. Financial Report

Mr. Karmeris gave an overview of the financials.

5. Founder's Report

No Founder's report was offered.

J. BOARD MEMBER COMMENTS

There were no Board comments.

K. ADJORNMENT

There being no further business to come before the Board, Mr. Covelli adjourned the meeting at 11:09a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Signature

Print Signature

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT
BOARD AGENDA ITEM**

Subject: Control Structure CS-08
Turn Over to CDD for Perpetual Operation and Maintenance
WA 19-144-103

Background

The construction of CS-08 was authorized under Work Authorization WA 19-144-103 along with the construction of an extension of Becker Road. The construction was monitored by the CDD Engineer, has been certified complete, and the CDD has received a request to turn the lake over to the CDD for operation and maintenance.

Recommended Action

Authorize the Chairman to sign the SFWMD Form 0970 transferring the operation and maintenance of Structure CS-08 to the CDD.

Location: Tradition CDD 3
Drainage Basin F
Within Tradition Irrigation Service Area? Yes.

Fiscal Information: Proposed infrastructure will be operated and maintained by the CDD and has been incorporated into the budget.

Grant Related? No

Additional Comments: None

Board Action

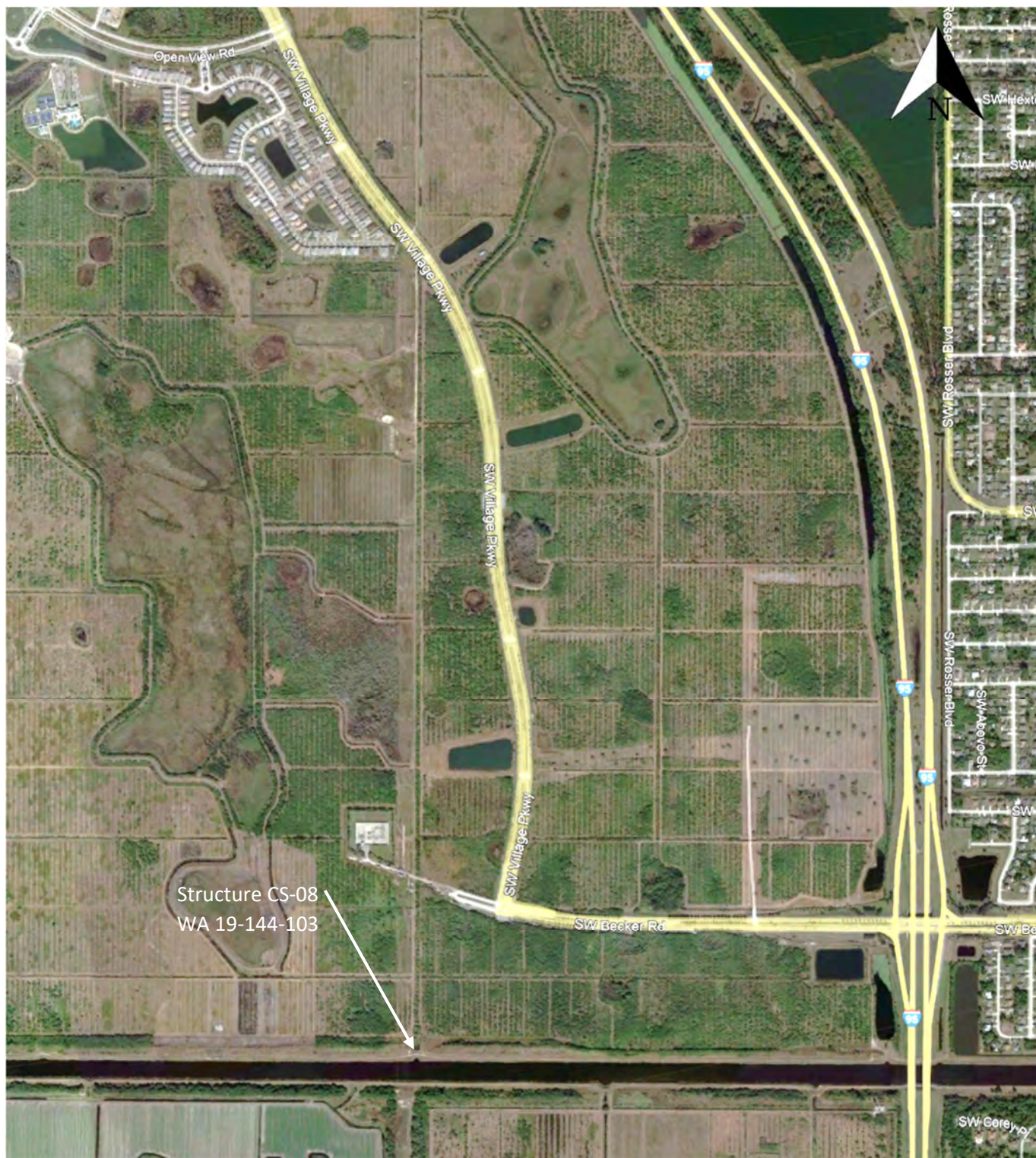
Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly Cranford, P.E.

Project Number: 19-144.SG3.003.1219



WA 19-144-103

Project No. 19-144.SG3.1219
Date: 02/21/2022
WA 19-144-105 Location Map Tambone
Lake

EXHIBIT 1 Structure CS-08 SITE LOCATION MAP

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT
BOARD AGENDA ITEM**

Subject: Duda Canal Expansion –
Turn Over to CDD for Perpetual Operation and Maintenance
WA 19-144-123

Background

The Lake L11A (canal expansion) authorized under Work Authorization WA 19-144-123 has been completed and the CDD has received a request to turn the lake over to the CDD for operation and maintenance.

Recommended Action

Authorize the Chairman to sign the SFWMD Form 0970 once the remainder of the required documentation (Bill of Sale, Lien Release, Warranty) have been received by the CDD.

Location: Tradition CDD 3
Drainage Basin
Within Tradition Irrigation Service Area? Yes.

Fiscal Information: Proposed infrastructure will be operated and maintained by the CDD and has been incorporated into the budget.

Grant Related? No

Additional Comments: None

Board Action

Moved by:	Seconded by:	Action Taken:
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Item Prepared by: Kelly Cranford, P.E.

Project Number: 19-144.SG3.005.1120.W



WA 19-144-123

Project No. 19-144.SG3.004
Date: 11/24/2020
WA 19-144-123 Location Map Duda
Canal Expansion

EXHIBIT 1
Duda Canal Expansion
Phase 1
SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date April 6, 2022**

Subject: **SG - Becker Road West Extension**
Work Authorization No. 19-144-178
C&T Project No. 19-144.SG3.019.0222.W

Background:

On February 7, 2022, the Southern Grove CDD Engineer received a Work Authorization application for a surface water system connection to the Southern Grove Master Stormwater System within CDD 3. The roadway project will include a 48-inch basin equalization culvert which is proposed to be operated and maintained by the CDD.

This project is for construction of infrastructure outlined in the CDD Engineer's report. As such, a Surface Water Deposit is unnecessary.

Recommended Action:

Approve proposed project connecting to the Southern Grove Master Stormwater System.

Approve payment of the Work Authorization Application Review and Initial Inspection fee in the amount of \$1,669.00 from the Southern Grove 2021 Bond Funds.

Location: Southern Grove Community Development District CDD.03

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project includes infrastructure dedicated to the CDD. It has been included within the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

March 28, 2022



WA 19-144-178

Project No. 19-144.SG3.019
Date: 03/28/2022
WA 19-144-178 Location Map Becker
West Ext

EXHIBIT 1 Becker Rd. West Extension SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date April 6, 2022**

Subject: **SG - Capstone at Tradition - Irrigation**
Work Authorization No. WA 19-144-179
C&T Project No. 19-144.SG3.007.0222.I

Background:

An application for irrigating approximately 14 acres as a Tier 3 user of the Tradition Irrigation System was received by the CDD Engineer on February 10, 2022.

Recommended Action:

Approve proposed project connecting to the Tradition Irrigation System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Southern Grove Community Development District CDD.03

Within Tradition Irrigation Service Area? Yes

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

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

March 28, 2022



WA 19-144-179

Project No. 19-144.SG3.007
Date: 03/28/2022
WA 19-144-179 Location Map Capstone

EXHIBIT 1

Capstone Irrigation SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date April 6, 2022**

Subject: SG - Traditions Commerce Park
Work Authorization No. WA 19-144-180
C&T Project No. 19-144.SG6.011.0122.W

Background:

On January 26, 2022, the Southern Grove CDD Engineer received a Work Authorization application for a surface water system connecting to the Southern Grove Master Stormwater System within CDD 6. None of the proposed infrastructure will be dedicated to or maintained by the CDD.

Recommended Action:

Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Southern Grove Community Development District CDD.06

Within Tradition Irrigation Service Area? Yes

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

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

March 28, 2022



WA 19-144-180
 Project No. 19-144.SG6.011.0122.W
 Date: 03/28/2022

EXHIBIT 1
Traditions Commerce Park
SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date April 6, 2022**

Subject: **SG - Plat No. 41 (Lot 4 ± 5.29 acres)**
 Work Authorization No. WA 19-144-181
 C&T Project No. 19-144.SG6.009.0122.P

Background:

On January 5, 2022, the Southern Grove CDD Engineer received a Work Authorization application for a replat of Southern Grove Plat 41, Lot 4 within CDD 6.

There are no dedications to the CDD.

Recommended Action:

Approve proposed replat.

Location: Southern Grove Community Development District CDD.06

Within Tradition Irrigation Service Area? Yes

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

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

March 28, 2022



WA 19-144-181
Project No. 19-144.SG6.009.0122.P
Date: 03/28/2022

EXHIBIT 1
Replat Plat 41, Lot 4
SITE LOCATION MAP

March 6, 2022

VIA: Email to: bsakuma@sdsinc.org

B. Frank Sakuma, Jr.
District Manager
Special District Services, Inc.
Tradition Management Offices
10807 SW Tradition Square
Port St. Lucie, FL 34987

**RE: Southern Grove Community Development District
ITB #2022-02 Southern Grove Becker Drainage Improvements
Recommendation for Award**

Dear Mr. Sakuma:

The ITB was issued to six contractors and we received two responsive bids. One from Origins for \$1.2 million and one from Felix Construction for \$349,651.00.

Culpepper & Terpening, Inc has reviewed the bid responses and found he Felix Construction bid to be the lowest, responsive received. A copy of the bid is attached.

Based upon the above, we recommend awarding the work to Felix Construction for the price of \$349,651.00. We trust that this recommendation meets with your approval.

Should you have any questions, please do not hesitate to contact me at (772) 464- 3537 ext. 222 or via email at KCranford@CT-Eng.com.

Sincerely,
CULPEPPER & TERPENING, INC.
Southern Grove CDD Engineer



Kelly Cranford, P.E., Env. SP Senior Project Engineer

To: Culpepper and Terpening, Inc.
Address: 2980 South 25th Street
Fort Pierce, FL 34981
Date: 3/4/2022
Project: Southern Grove Drainage Modifications

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
10	MOBILIZATION	1.000	LS	30,500.00	30,500.00
20	MAINTENANCE OF TRAFFIC	1.000	LS	3,000.00	3,000.00
30	EROSION CONTROL	1.000	LS	5,000.00	5,000.00
40	SURVEY LAYOUT	1.000	LS	7,660.00	7,660.00
50	24" RCP	168.000	LF	98.00	16,464.00
60	36" RCP	453.000	LF	144.00	65,232.00
70	J-5 MANHOLE <10'	3.000	EA	5,340.00	16,020.00
80	CONNECT TO EXISTING DRAINAGE	5.000	EA	5,335.00	26,675.00
90	GROUT EXISTING 24" RCP	115.000	LF	67.00	7,705.00
100	ASPHALT TRENCH	210.000	SY	118.00	24,780.00
105	MILL & OVERLAY	3,200.000	SY	15.00	48,000.00
110	CONCRETE SIDEWALK	300.000	SY	55.60	16,680.00
120	TACTILE WARNING DEVICE	32.000	SF	55.00	1,760.00
130	CONCRETE CURB	400.000	LF	51.00	20,400.00
140	SOD	1,500.000	SY	7.00	10,500.00
150	REMOVE & RELOCATE STREET LIGHTING	4.000	EA	10,950.00	43,800.00
160	FIBER OPTIC CONDUIT AND PULL BOX	1.000	LS	5,475.00	5,475.00
Bid Total					\$349,651.00

General Notes:

- The mill & overlay quantity includes resurfacing the Becker Road & Village Parkway intersection per note 8, utility / road open cut pavement restoration detail on sheet 7.
- All work to be carried out during normal daytime construction working hours.
- This proposal is valid for thirty (30) days and is subject to mutually acceptable contract.
- Payment Terms are to be Net 30 Days.
- This proposal is inclusive of one (1) mobilization to continuously build the project. Any additional demobilizations and/or remobilizations required by others will be negotiated.
- Permits are to be others.
- This is a unit price proposal and will be billed based on the actual number of units installed.
- Payment and performance bond cost are included.
- This proposal is based on the Culpepper and Terpening, Inc. plans named "Becker Road & Village Parkway Drainage Connection" dated 11/24/2021.

Exclusions:

- All streetlight testing.
- Temporary streetlights.
- All permits.
- Hazardous materials abatement
- Handling of an unforeseen utilities and/or structures not specifically called out above.
- Removal, replacement and/or disposal of unsuitable materials.

Thank you for the opportunity to present you with this proposal. Should you have any questions please feel free to give us a call.

Benjamin Miller

Benjamin Miller

Vice President

Services Contract

This Contract entered into this 10th day of March, 2022, is between **Felix Associates of Florida, Inc.** ("Independent Contractor"), and **Southern Grove Community Development District No. 1** ("District").

I. Duties of Independent Contractor: The Independent Contractor shall furnish the qualified labor necessary for supporting the **ITB #2022-02 Southern Grove Becker Drainage Improvements** per attached exhibit A in the Southern Grove Community Development District Nos. 1-6 in Port St. Lucie.

II. Term; Entire Agreement: This Contract will be for a period of 1 year, commencing on the date entered into unless terminated in writing by either party in accordance with the termination provisions of Section V hereof. This Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written agreements between the parties. Changes, including changes in price and cost, are ineffective unless properly authorized, signed, and delivered in writing by both parties as an addendum to this Contract.

III. Compensation: District agrees to pay Independent Contractor as compensation for the performance of the duties of the Independent Contractor under this Contract. The compensation shall be up to \$349,651.00. Invoices for services will be payable within the time limits and other requirements set forth in the Florida Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes.

IV. Basic Understanding of the Parties: The parties acknowledge and agree that the District is a local government with a specialized single purpose of providing infrastructure. All of the work of the District is subject to public records, government-in-the-sunshine and related requirements. The parties understand that because the District is a local government certain requirements and limitations apply that would not apply to a private entity. The services provided by the Independent Contractor under this Contract are rendered to the District as an independent contractor and nothing in this Contract shall create an employer/employee, partnership, joint venture, or principal/agent relationship between the parties.

V. Termination: This Contract may be terminated with or without cause at any time by either party upon thirty (30) days prior written notice, delivered by first class U.S. mail or electronic mail transmission to the address of the other party as set forth in the signature blocks below, in which event all unaccrued rights, duties and obligations of the parties hereto shall terminate forthwith.

VI. Other Related Provisions and Requirements:

- (a) Work Standard. Work shall be performed professionally in accordance with generally accepted standards of the trade or business.

- (b) Insurance. Independent Contractor shall provide evidence of Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:

- i. Comprehensive General Liability Insurance: Liability limits of \$500,000 each occurrence and \$500,000 aggregate.
- ii. Comprehensive Automobile Liability Insurance: Liability limit of \$500,000 anyone (1) accident.
- iii. Worker's Compensation Insurance: Statutory coverage, including Employer's Liability Coverage, with a limit of at least \$100,000.
- iv. Personal Injury for \$1,000,000.00 each occurrence.
- v. General Workers Compensation Insurance as required by Florida law.

The Independent Contractor shall provide the District with Certificates of Insurance, within ten (10) days of bid award notification, evidencing the coverage's required above. Such certificates shall provide that the District be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Independent Contractor must provide Certificates of Insurance before commencing work in connection with the contract. The providing of any insurance required herein does not relieve the Independent Contractor of any of the responsibilities or obligations assumed by the Independent Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

- (c) Reimbursement for Negligent Damage. Independent Contractor shall reimburse the District for damages by Independent Contractor to personal and/or real property due to negligence of the Independent Contractor.
- (d) Time of the Essence. The Independent Contractor recognizes that time is of the essence due to the specialized single purpose of the District.
- (e) Disputes; Interpretation; Opportunity to Consult Counsel; Venue. Any controversies arising under this Contract that cannot be resolved by the parties shall be subject either to mediation and if mediation fails then legal action may be instituted and any prevailing party shall be entitled to be reimbursed for all court costs and reasonable attorney's fees incident to such legal action. All interpretations of this Contract shall be governed by the laws of the State of Florida. Each party has had ample opportunity to seek the advice of legal counsel prior to entering this Contract, which shall not be construed against the party responsible for drafting the instrument. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the

Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

- (f) Alternate Services if Breach. If the Independent Contractor ceases work or otherwise breaches this Contract the District has the authority without penalty direct or indirect to contract for the relevant services to be performed by other independent contractors given the nature and specialized single purpose of the District that infrastructure be constructed, acquired and maintained timely at sustained levels of quality over the long term.
- (g) Indemnification. Independent Contractor agrees forever to indemnify and hold harmless the District, Special District Services, Inc., and their respective officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expenses because of or resulting from loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Contract and attributable to the negligence or other wrongful conduct of the Independent Contractor or its employees, agents, or subcontractors, including but not limited to any loss or action resulting from the failure of the Independent Contractor to comply with the its obligations under this Contract.
- (h) Severability. The terms of this Contract shall be severable such that, if any term is determined to be illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Contract, unless the severing of such item would defeat the purpose of this Contract.
- (i) Waiver. No delay or failure on the part of any party in exercising any right, power, or privilege under this Contract shall impair any such right, power, or privilege or be construed as a waiver or acquiescence; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid against any party unless made in writing and signed by the party against whom enforcement of the waiver is sought and then only to the extent expressly specified in such writing.
- (j) Sovereign Immunity. Notwithstanding any other term of this Contract, the District intends to avail itself of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity. In no event will the District's liability exceed the monetary limits set forth in Section 768.28, Florida Statutes. Nothing in this Contract (1) is intended to inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law or (2) shall be construed as consent by an agency or political subdivision

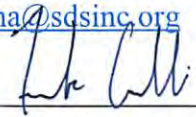
of the State of Florida to be sued by third parties in any manner arising out of any contract.

- (k) Execution; Successors and Assigns. This Contract may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Contract shall be binding upon and inure to the benefit of the parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether or not a signatory to this Contract.
- (l) Verification of Employment Status. The Independent Contractor shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons the Independent Contractor employs in the performance of this Contract. In furtherance of this requirement, the Independent Contractor shall (1) register with and use the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Independent Contractor during the term of this Contract, and (2) if the Independent Contractor enters into an agreement with a subcontractor during the term of this Contract, (i) obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien," as that term is defined in Section 448.095(1)(k), Florida Statutes, and (ii) maintain a copy of such affidavit for the duration of this Contract.
- (m) Public Records. The Independent Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Florida's Public Records Law, Chapter 119, Florida Statutes, and made or received by the Independent Contractor in conjunction with this Contract. The Independent Contractor acknowledges that the designated public records custodian for the District is Special District Services, Inc.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Southern Grove Community
Development District No. 1**
c/o Special District Services, Inc.
10807 SW Tradition Square
Port St. Lucie, FL 34987
Phone: (772) 345-5119
bsakuma@sdsinc.org

By: 

Title: Chariman

Date: 3/10/22

Printed Name: Frank Covelli

**Felix Associates of
Florida, Inc.**
8528 SW Kansas Avenue
Stuart, FL 34997
Phone: (772) 220-2722

By: 

Title: VICE PRESIDENT

Date: 3/10/22

Printed Name: Benjamin Miller



FELIX ASSOCIATES OF FLORIDA

8528 SW Kansas Avenue

Stuart, Florida 34997

Ph: (772) 220-2722 Fax: (772) 220-2728

To: Culpepper and Terpening, Inc.

Address: 2980 South 25th Street

Fort Pierce, FL 34981

Date: 3/4/2022

Project: Southern Grove Drainage Modifications

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
10	MOBILIZATION	1.000	LS	30,500.00	30,500.00
20	MAINTENANCE OF TRAFFIC	1.000	LS	3,000.00	3,000.00
30	EROSION CONTROL	1.000	LS	5,000.00	5,000.00
40	SURVEY LAYOUT	1.000	LS	7,660.00	7,660.00
50	24" RCP	168.000	LF	98.00	16,464.00
60	36" RCP	453.000	LF	144.00	65,232.00
70	J-5 MANHOLE <10'	3.000	EA	5,340.00	16,020.00
80	CONNECT TO EXISTING DRAINAGE	5.000	EA	5,335.00	26,675.00
90	GROUT EXISTING 24" RCP	115.000	LF	67.00	7,705.00
100	ASPHALT TRENCH	210.000	SY	118.00	24,780.00
105	MILL & OVERLAY	3,200.000	SY	15.00	48,000.00
110	CONCRETE SIDEWALK	300.000	SY	55.60	16,680.00
120	TACTILE WARNING DEVICE	32.000	SF	55.00	1,760.00
130	CONCRETE CURB	400.000	LF	51.00	20,400.00
140	SOD	1,500.000	SY	7.00	10,500.00
150	REMOVE & RELOCATE STREET LIGHTING	4.000	EA	10,950.00	43,800.00
160	FIBER OPTIC CONDUIT AND PULL BOX	1.000	LS	5,475.00	5,475.00
Bid Total					\$349,651.00

Felix Associates of Florida, Inc.

8528 SW Kansas Avenue | Stuart, Florida 34997 | (772) 220-2722 - o | (772) 220-2728 - f



FELIX ASSOCIATES OF FLORIDA

8528 SW Kansas Avenue

Stuart, Florida 34997

Ph: (772) 220-2722 Fax: (772) 220-2728

General Notes:

- The mill & overlay quantity includes resurfacing the Becker Road & Village Parkway intersection per note 8, utility / road open cut pavement restoration detail on sheet 7.
- All work to be carried out during normal daytime construction working hours.
- This proposal is valid for thirty (30) days and is subject to mutually acceptable contract.
- Payment Terms are to be Net 30 Days.
- This proposal is inclusive of one (1) mobilization to continuously build the project. Any additional demobilizations and/or remobilizations required by others will be negotiated.
- Permits are to be others.
- This is a unit price proposal and will be billed based on the actual number of units installed.
- Payment and performance bond cost are included.
- This proposal is based on the Culpepper and Terpening, Inc. plans named "Becker Road & Village Parkway Drainage Connection" dated 11/24/2021.

Exclusions:

- All streetlight testing.
- Temporary streetlights.
- All permits.
- Hazardous materials abatement
- Handling of an unforeseen utilities and/or structures not specifically called out above.
- Removal, replacement and/or disposal of unsuitable materials.

Thank you for the opportunity to present you with this proposal. Should you have any questions please feel free to give us a call.

Benjamin Miller

Benjamim Miller

Vice President

Felix Associates of Florida, Inc.

8528 SW Kansas Avenue | Stuart, Florida 34997 | (772) 220-2722 - o | (772) 220-2728 - f

REQUISITION NO. 12

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2021
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the "Issuer") hereby submits the following requisition for disbursement from the 2021 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated December 17, 2014, as supplemented by that certain Seventh Supplemental Indenture, dated as of June 1, 2021 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **12**
- (B) Name of Payee: **Guetler Brothers Construction LLC**
- (C) Amount Payable: **\$127,655.80**

The undersigned hereby certifies that (check the applicable box in 1. below):

- 1. This requisition is for a Cost of the 2021 CI Project payable from the 2021 Acquisition and Construction Account **X**

OR

This requisition is for Working Capital Expenses payable from the 2021 Working Capital Subaccount in the 2021 Acquisition and Construction Account and the amount of Working Capital Expenses that are the subject of this requisition, together with all prior requisitions related to Working Capital Expenses does not exceed the Working Capital Amount

AND

- 2. Each disbursement set forth above is a proper charge against the 2021 Acquisition and Construction Account or 2021 Working Capital Subaccount therein, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2021 CI Project pursuant to a written acquisition agreement between the District and the other party named therein and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: 
Responsible Officer - **Frank Covelli**

Date: **3/7/22**

**[THE FOLLOWING IS NOT REQUIRED FOR REQUISITIONS RELATING TO
WORKING CAPITAL EXPENSES]**

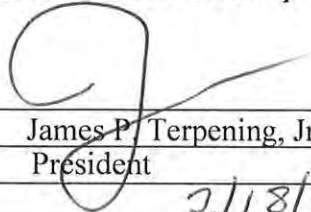
The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2021 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2021 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 CI Project for which disbursement is made hereby, if acquisition is being made pursuant to an acquisition agreement.

[Include as applicable]

The undersigned certifies that the amount of this disbursement relating to the TIM Project, when aggregated with the amount of all prior disbursements of proceeds of the 2021 Bonds for the TIM Project, does not exceed the TIM Project Amount and that no disbursements have been made for the TIM Project from proceeds of any bonds or other obligations of the Issuer issued prior to the date of issuance of the 2021 Bonds.

[CONSULTING ENGINEER]

By: 
Name: James P. Terpening, Jr.
Title: President
Date: 2/18/22

PAYMENT APPLICATION

Page 1

TO: Southern Grove Community Development District No. 5
10807 SW Tradition Square
Port St. Lucie, FL 34987
Attn: B. Frank Sakuma Jr.

PROJECT NAME AND LOCATION: 202400 Becker Road West Extension

FROM: Guettler Brothers Construction, LLC
P. O. Box 12271
Fort Pierce, FL 34979-2271

ARCHITECT: 13

FOR: Becker Road West Ext

APPLICATION # 13

PERIOD THRU: 12/20/2021

PROJECT #s: 202400

DATE OF CONTRACT: 11/23/2020

Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR

Final Retainage

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$2,019,432.32		
2. SUM OF ALL CHANGE ORDERS	(\$98,618.92)		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,920,813.40		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,920,813.40		
5. RETAINAGE:			
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00		
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,920,813.40		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,793,157.60		
8. PAYMENT DUE	\$127,655.80		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00		

CERTIFIED AMOUNT: \$127,655.80

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Engineer: [Signature] Date: 2/16/22

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 2 of 10

PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 13
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G	H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT QTY \$ AMT	COMPLETED WORK AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
100	General Conditions							
100-01	Mobilization	\$25,647.00	\$25,647.00	\$0.00	\$0.00	\$25,647.00	\$0.00	
	\$25,647.00 PER LS	1.00	1.00	0.00	0.00	1.00	0.00	
100-02	Construction Layout/Record Drawings	\$41,975.00	\$41,975.00	\$0.00	\$0.00	\$41,975.00	\$0.00	
	\$41,975.00 PER LS	1.00	1.00	0.00	0.00	1.00	0.00	
200	Erosion Control							
200-01	Silt Fence Staked	\$6,200.00	\$6,200.00	\$0.00	\$0.00	\$6,200.00	\$0.00	
	\$1.00 PER LF	6,200.00	6,200.00	0.00	0.00	6,200.00	0.00	
200-02	Turbidity Barrier	\$3,504.00	\$3,504.00	\$0.00	\$0.00	\$3,504.00	\$0.00	
	\$14.60 PER LF	240.00	240.00	0.00	0.00	240.00	0.00	
200-03	Soil Tracking Prevention	\$4,690.00	\$4,690.00	\$0.00	\$0.00	\$4,690.00	\$0.00	
	\$2,345.00 PER EA	2.00	2.00	0.00	0.00	2.00	0.00	
200-04	Inlet Protection System	\$675.00	\$675.00	\$0.00	\$0.00	\$675.00	\$0.00	
	\$75.00 PER EA	9.00	9.00	0.00	0.00	9.00	0.00	
200-05	RipRap, Rubble, F&I, Ditch Lining	\$34,587.00	\$34,587.00	\$0.00	\$0.00	\$34,587.00	\$0.00	
	\$85.40 PER TN	405.00	405.00	0.00	0.00	405.00	0.00	
200-06	Performance Turf, Sod	\$81,550.00	\$81,550.00	\$0.00	\$0.00	\$81,550.00	\$0.00	
	\$1.75 PER SY	46,600.00	46,600.00	0.00	0.00	46,600.00	0.00	
	SUB-TOTALS	\$198,828.00	\$198,828.00	\$0.00	\$0.00	\$198,828.00	\$0.00	

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

CONTINUATION PAGE

Page 3 of 10

PROJECT: 202400 Becker Road West Extension APPLICATION #: 13
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A	B	C		D	E		F	G	H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS							
300	Earthwork									
300-01	Standard Clearing & Grubbing	\$13,188.00	\$13,188.00		\$0.00	\$0.00	\$13,188.00	100%	\$0.00	
300-02	\$1,256.00 PER AC Regular Excavation	10.50	10.50	0.00	\$0.00	0.00	10.50	100%	0.00	
300-03	\$2.44 PER CY Embankment	5,150.00	5,150.00	0.00	\$0.00	0.00	5,150.00	100%	0.00	
300-04	\$0.90 PER CY Borrow Excavation	22,900.00	22,900.00	0.00	\$0.00	0.00	22,900.00	100%	0.00	
300-05	\$1.25 PER CY Clean and Reshape Ditch	22,900.00	22,900.00	0.00	\$0.00	0.00	22,900.00	100%	0.00	
400	\$10.20 PER LF Roadway	4,200.00	4,200.00	0.00	\$0.00	0.00	4,200.00	100%	0.00	
400-01	Stabilization	\$40,767.00	\$40,767.00		\$0.00	\$0.00	\$40,767.00	100%	\$0.00	
400-02	\$3.21 PER SY Base, Optional Limerock	12,700.00	12,700.00	0.00	\$0.00	0.00	12,700.00	100%	0.00	
400-03	\$15.24 PER SY Superpave Asphaltic Concrete, Traffic C. SP 9.5 (30")	10,750.00	10,750.00	0.00	\$0.00	0.00	10,750.00	100%	0.00	
	\$109.75 PER TN SUB-TOTALS	1,660.00	1,660.00	0.00	\$0.00	0.00	1,660.00	100%	0.00	
		\$703,439.00	\$703,439.00		\$0.00	\$0.00	\$703,439.00	100%	\$0.00	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 4 of 10

PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 13
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS						
400-04	Asphaltic Concrete Friction Course, FC 12.5 (1.5")	810.00	\$116,688.60	\$116,688.60		\$0.00	\$0.00	\$116,688.60	\$0.00	
	\$144.06 PER TN			810.00		0.00	0.00	810.00	0.00	
400-05	Curb Underdrain		\$57,994.00	\$57,994.00		\$0.00	\$0.00	\$57,994.00	\$0.00	
	\$21.40 PER LF	2,710.00		2,710.00		0.00	0.00	2,710.00	0.00	
400-06	Concrete Curb and Gutter (Type F)		\$34,645.00	\$34,645.00		\$0.00	\$0.00	\$34,645.00	\$0.00	
	\$13.00 PER LF	2,665.00		2,665.00		0.00	0.00	2,665.00	0.00	
400-07	Concrete Sidewalk and Driveways (6")		\$89,208.00	\$89,208.00		\$0.00	\$0.00	\$89,208.00	\$0.00	
	\$37.17 PER SY	2,400.00		2,400.00		0.00	0.00	2,400.00	0.00	
400-08	Stabilization Driveway for Temporary and FPL Access		\$1,757.56	\$1,757.56		\$0.00	\$0.00	\$1,757.56	\$0.00	
	\$1,757.56 PER LS	1.00		1.00		0.00	0.00	1.00	0.00	
500	Signing & Marking									
500-01	Detectable Warnings		\$4,712.00	\$4,712.00		\$0.00	\$0.00	\$4,712.00	\$0.00	
	\$2,356.00 PER EA	2.00		2.00		0.00	0.00	2.00	0.00	
500-02	Pavement Marking Removeable Tape, White Black, Skip		\$3,264.00	\$3,264.00		\$0.00	\$0.00	\$3,264.00	\$0.00	
	\$10.20 PER LF	320.00		320.00		0.00	0.00	320.00	0.00	
500-03	Single Post Sign, F&I Ground Mount, up to 12 SF		\$9,306.00	\$9,306.00		\$0.00	\$0.00	\$9,306.00	\$0.00	
	\$423.00 PER AS	22.00		22.00		0.00	0.00	22.00	0.00	
500-04	Retro-Reflective/ Raised Pavement Markers (Yellow/Yellow)		\$483.60	\$483.60		\$0.00	\$0.00	\$483.60	\$0.00	
	\$3.90 PER EA	124.00		124.00		0.00	0.00	124.00	0.00	
	SUB-TOTALS		\$1,021,497.76	\$1,021,497.76		\$0.00	\$0.00	\$1,021,497.76	\$0.00	

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PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 13
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS						
500-05	Reiro-Reflective/ Raised Pavement Markers (White/Red) \$4.00 PER EA	12.00	\$48.00	12.00	\$48.00	0.00	0.00	\$48.00	\$0.00	
500-06	Thermoplastic, Standard, White, Solid 5"		\$5,567.87		\$5,567.87		\$0.00	\$5,567.87	\$0.00	
500-07	Thermoplastic, Standard, White, Solid 8"	0.97	\$517.14	0.97	\$517.14	0.00	0.00	\$517.14	\$0.00	
500-08	Thermoplastic, Standard, White, Solid 12"	0.09	\$544.00	0.09	\$544.00	0.00	0.00	\$544.00	\$0.00	
500-09	Thermoplastic, Standard, White, Solid 24"	200.00	\$177.00	200.00	\$177.00	0.00	0.00	\$177.00	\$0.00	
500-10	Thermoplastic, Standard, White, Skip 6" (2'-4")	50.00	\$373.49	50.00	\$373.49	0.00	0.00	\$373.49	\$0.00	
500-11	Thermoplastic, Standard, Yellow, Solid 6"	0.07	\$114.92	0.07	\$114.92	0.00	0.00	\$114.92	\$0.00	
500-12	Thermoplastic, Standard, Yellow, Solid 18"	0.02	\$1,201.50	0.02	\$1,201.50	0.00	0.00	\$1,201.50	\$0.00	
500-13	Thermoplastic, Standard, Yellow, Skip 6" (10'-30')	445.00	\$2,239.95	445.00	\$2,239.95	0.00	0.00	\$2,239.95	\$0.00	
500	Drainage	0.33	\$8,850.00	0.33	\$8,850.00	0.00	0.00	\$8,850.00	\$0.00	
	SUB-TOTALS		\$1,032,281.63	\$1,032,281.63	\$1,032,281.63	\$0.00	\$0.00	\$1,032,281.63	\$0.00	

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 13
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS						
600-01	Concrete Class II, Endwall		\$19,508.80	\$19,508.80		\$0.00	\$0.00	\$19,508.80	\$0.00	
	\$712.00 PER CY	27.40		27.40		0.00	0.00	27.40	0.00	
600-02	Reinforcing Steel- Roadway		\$15,754.88	\$15,754.88		\$0.00	\$0.00	\$15,754.88	\$0.00	
	\$9.56 PER LB	1,648.00		1,648.00		0.00	0.00	1,648.00	0.00	
600-03	Control Structure		\$12,546.00	\$12,546.00		\$0.00	\$0.00	\$12,546.00	\$0.00	
	\$12,546.00 PER EA	1.00		1.00		0.00	0.00	1.00	0.00	
600-04	Inlet, Curb Type 5, (<10')		\$6,245.00	\$6,245.00		\$0.00	\$0.00	\$6,245.00	\$0.00	
	\$6,245.00 PER EA	1.00		1.00		0.00	0.00	1.00	0.00	
600-05	Inlet (Curb Inlet Type J-6) (<10')		\$33,848.00	\$33,848.00		\$0.00	\$0.00	\$33,848.00	\$0.00	
	\$8,462.00 PER EA	4.00		4.00		0.00	0.00	4.00	0.00	
600-06	Inlet (Ditch Bottom Type D), Bottom P (<10')		\$21,224.00	\$21,224.00		\$0.00	\$0.00	\$21,224.00	\$0.00	
	\$5,306.00 PER EA	4.00		4.00		0.00	0.00	4.00	0.00	
600-07	Manhole, 5-7, <10'		\$18,285.00	\$18,285.00		\$0.00	\$0.00	\$18,285.00	\$0.00	
	\$6,095.00 PER EA	3.00		3.00		0.00	0.00	3.00	0.00	
600-08	Straight Conc. Endwall for 60" Round Pipe		\$29,458.00	\$29,458.00		\$0.00	\$0.00	\$29,458.00	\$0.00	
	\$29,458.00 PER EA	1.00		1.00		0.00	0.00	1.00	0.00	
600-09	Pipe Culvert, Optional Material, Round 18" S/CD		\$19,320.00	\$19,320.00		\$0.00	\$0.00	\$19,320.00	\$0.00	
	\$42.00 PER LF	460.00		460.00		0.00	0.00	460.00	0.00	
600-10	Pipe Culvert, Optional Material, Round, 24" S/CD		\$60,140.00	\$60,140.00		\$0.00	\$0.00	\$60,140.00	\$0.00	
	\$62.00 PER LF	970.00		970.00		0.00	0.00	970.00	0.00	
	SUB-TOTALS		\$1,268,611.31	\$1,268,611.31		\$0.00	\$0.00	\$1,268,611.31	\$0.00	

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PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 13
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
600-11	Pipe Culvert, Optional Material, Round, 30" S/CD \$87.00 PER LF	600.00	\$52,200.00	\$52,200.00	0.00	\$0.00	0.00	\$52,200.00	\$0.00	
600-12	Pipe Culvert, Optional Material, Round, 36" S/CD \$95.00 PER LF	260.00	\$24,700.00	\$24,700.00	0.00	\$0.00	0.00	\$24,700.00	\$0.00	
600-13	Pipe Culvert, Optional Material, Round, 48" S/CD \$154.00 PER LF	60.00	\$9,240.00	\$9,240.00	0.00	\$0.00	0.00	\$9,240.00	\$0.00	
600-14	Pipe Culvert, Optional Material, Round, 60" S/CD \$235.00 PER LF	500.00	\$117,500.00	\$117,500.00	0.00	\$0.00	0.00	\$117,500.00	\$0.00	
700	Utilities									
700-01	Conduit- F&I Open Trench 2" PVC (F/O) \$5.44 PER LF	2,850.00	\$15,504.00	\$15,504.00	0.00	\$0.00	0.00	\$15,504.00	\$0.00	
700-02	Fiber Optic Cable- F&I 12" Strand FOC (Per COPSL Util. Manual \$9.56 PER LF	2,850.00	\$27,246.00	\$27,246.00	0.00	\$0.00	0.00	\$27,246.00	\$0.00	
700-03	Pull & Splice Box, F&I, 13" x24" \$1,645.00 PER EA	3.00	\$4,935.00	\$4,935.00	0.00	\$0.00	0.00	\$4,935.00	\$0.00	
700-04	6" PVC WM \$20.90 PER LF	35.00	\$731.50	\$731.50	0.00	\$0.00	0.00	\$731.50	\$0.00	
700-05	8" PVC WM \$25.56 PER LF	150.00	\$3,834.00	\$3,834.00	0.00	\$0.00	0.00	\$3,834.00	\$0.00	
	SUB-TOTALS		\$1,524,501.81	\$1,524,501.81	0.00	\$0.00	0.00	\$1,524,501.81	\$0.00	

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PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 13
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS						
700-06	Utility Pipe- PVC F&I Water Main, 12"		\$105,875.00	\$105,875.00		\$0.00	\$0.00	\$105,875.00	\$0.00	
	\$38.50 PER LF	2,750.00		2,750.00		0.00	0.00	2,750.00	0.00	
700-07	Utility Pipe- PVC F&I Forcemain, 12"		\$105,875.00	\$105,875.00		\$0.00	\$0.00	\$105,875.00	\$0.00	
	\$38.50 PER LF	2,750.00		2,750.00		0.00	0.00	2,750.00	0.00	
700-08	Utility Pipe- PVC F&I Irrigation Main, 12"		\$105,875.00	\$105,875.00		\$0.00	\$0.00	\$105,875.00	\$0.00	
	\$38.50 PER LF	2,750.00		2,750.00		0.00	0.00	2,750.00	0.00	
700-09	12" x6" Tee		\$2,548.00	\$2,548.00		\$0.00	\$0.00	\$2,548.00	\$0.00	
	\$364.00 PER EA	7.00		7.00		0.00	0.00	7.00	0.00	
700-10	12" x8" Tee		\$419.00	\$419.00		\$0.00	\$0.00	\$419.00	\$0.00	
	\$419.00 PER EA	1.00		1.00		0.00	0.00	1.00	0.00	
700-11	6" Gate Valve		\$11,347.00	\$11,347.00		\$0.00	\$0.00	\$11,347.00	\$0.00	
	\$1,621.00 PER EA	7.00		7.00		0.00	0.00	7.00	0.00	
700-12	8" Gate Valve		\$2,312.00	\$2,312.00		\$0.00	\$0.00	\$2,312.00	\$0.00	
	\$2,312.00 PER EA	1.00		1.00		0.00	0.00	1.00	0.00	
700-13	12" Gate Valve		\$51,422.00	\$51,422.00		\$0.00	\$0.00	\$51,422.00	\$0.00	
	\$3,673.00 PER EA	14.00		14.00		0.00	0.00	14.00	0.00	
700-14	12" Plug & Blowoff		\$12,490.00	\$12,490.00		\$0.00	\$0.00	\$12,490.00	\$0.00	
	\$6,245.00 PER EA	2.00		2.00		0.00	0.00	2.00	0.00	
700-15	Air Release Valve		\$35,532.00	\$35,532.00		\$0.00	\$0.00	\$35,532.00	\$0.00	
	\$5,922.00 PER EA	6.00		6.00		0.00	0.00	6.00	0.00	
	SUB-TOTALS		\$1,958,196.81	\$1,958,196.81		\$0.00	\$0.00	\$1,958,196.81	\$0.00	

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PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 13
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A	B	C		D	E		F	G	H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
700-16	Fire Hydrant		\$29,910.00	\$29,910.00	\$0.00	\$0.00	\$29,910.00	100%	\$0.00	
700-17	\$4,985.00 PER EA	6.00	\$996.31	6.00	0.00	0.00	6.00	100%	0.00	
	Fittings			\$996.31	\$0.00	\$0.00	\$996.31	100%	\$0.00	
700-18	\$1 423.30 PER TN	0.70		0.70	0.00	0.00	0.70	100%	0.00	
	Sample Points		\$30,329.20	\$30,329.20	\$0.00	\$0.00	\$30,329.20	100%	\$0.00	
701	\$7 582.30 PER EA	4.00		4.00	0.00	0.00	4.00	100%	0.00	
	Change Order #1		\$50,952.08	\$50,952.08	\$0.00	\$0.00	\$50,952.08	100%	\$0.00	
702	\$50 952.08 PER SF	1.00		1.00	0.00	0.00	1.00	100%	0.00	
	Change Order #2		\$13,635.00	\$13,635.00	\$0.00	\$0.00	\$13,635.00	100%	\$0.00	
703	\$13 635.00 PER LS	1.00		1.00	0.00	0.00	1.00	100%	0.00	
	Change Order #3		\$4,270.00	\$4,270.00	\$0.00	\$0.00	\$4,270.00	100%	\$0.00	
704	\$4 270.00 PER LS	1.00		1.00	0.00	0.00	1.00	100%	0.00	
	Change Order #4		\$23,696.32	\$23,696.32	\$0.00	\$0.00	\$23,696.32	100%	\$0.00	
705	\$23 696.32 PER LS	1.00		1.00	0.00	0.00	1.00	100%	0.00	
	Change Order #5		\$13,447.50	\$13,447.50	\$0.00	\$0.00	\$13,447.50	100%	\$0.00	
706	\$13 447.50 PER LS	1.00		1.00	0.00	0.00	1.00	100%	0.00	
	Change Order #6		\$3,300.00	\$3,300.00	\$0.00	\$0.00	\$3,300.00	100%	\$0.00	
707	\$3 300.00 PER LS	1.00		1.00	0.00	0.00	1.00	100%	0.00	
	Curb Edge Drain 12"		(\$57,994.00)	(\$57,994.00)	\$0.00	\$0.00	(\$57,994.00)	100%	\$0.00	
	\$21.40 PER LF	-2,710.00		-2,710.00	0.00	0.00	-2,710.00	100%	0.00	
	SUB-TOTALS		\$2,070,739.22	\$2,070,739.22	\$0.00	\$0.00	\$2,070,739.22	100%	\$0.00	

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VIA ELECTRONIC TRANSMISSION ONLY

MEMORANDUM NO. 22-02

March 4, 2022

MEMORANDUM TO MEMBERS OF THE BOARDS OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS

Re: Board Member Elections 2022

Notice of Qualifying Period—Elections of Members of the Boards of Supervisors of District Nos. 4 and 5

G&H File No. 1882-001

As previously reported by the District Manager, the number of qualified electors (registered voters) residing in each of District Nos. 4 and 5 has now exceeded 250; a copy of correspondence received from the Supervisor of Elections last spring is attached. Moreover, the initial Boards for District Nos. 4 and 5 were appointed in 2007, and more than six years have passed since those initial appointments. Therefore, in accordance with Section 190.006(3)(a)2.b, Florida Statutes, the Boards of District Nos. 4 and 5 must commence conversion to elections by qualified electors in 2022.

The terms of three seats on each of the Boards of District Nos. 4 and 5 will expire this year. Two of the expiring seats will be subject to election by qualified electors (registered voters), each to a four-year term, while the remaining expiring seat will be filled by landowner election, also to a four-year term. Expiring Board member seats on the Boards of District Nos. 1, 2, 3, and 6 will continue to be filled by landowner election.

Board member elections to be held in 2022 may therefore be summarized as follows:

District No. 1 and 2. These Districts, the Boards of which were also initially appointed in 2007, to date do not have sufficient registered voters to commence conversion to election by qualified electors. Therefore, Seats 1, 2, and 5 on each of these Boards, the terms of which will expire this year (currently occupied by The Honorable Tyler Gaffney, Frank Covelli, and Anissa Cruz, respectively), will be subject to landowner election in November 2022. On each Board, the two candidates receiving the highest number of votes shall be elected to serve four-year terms, and the remaining candidate elected shall serve a two-year term, all commencing in November 2022.

District No. 3. This District, the Board of which was also initially appointed in 2007, to date does not have sufficient registered voters to commence conversion to election by qualified electors. Therefore, Seats 1, 3, and 4 on this Board, the terms of which will expire this year (currently occupied by The Honorable David Graham, Wes McCurry, and Anissa Cruz, respectively), will be subject to landowner election in November 2022. The two candidates receiving the highest number of votes shall be elected to serve four-year terms, and the remaining candidate elected shall serve a two-year term, all commencing in November 2022.

District No. 4. As explained above, in 2022 the Board of this District will commence conversion to election by qualified electors. The terms of Seats 1, 3, and 4 are expiring this year (currently occupied by The Honorable Stephen Okiye, Frank Covelli, and Anissa Cruz, respectively). Seats 1 and 3 will be subject to election by qualified electors, and Seat 4 subject to election by landowners, all to four-year terms that will commence in November 2022.

District No. 5. As also explained above, in 2022 the Board of this District will likewise commence conversion to election by qualified electors. The terms of Seats 1, 3, and 4 are expiring this year (currently occupied by The Honorable David Graham, Wes McCurry, and Anissa Cruz, respectively). As with District No. 4, Seats 1 and 3 will be subject to election by qualified electors, and Seat 4 subject to election by landowners, all to four-year terms that will commence in November 2022.

District No. 6. This District, the Board of which was also initially appointed in 2007, to date does not have sufficient registered voters to commence conversion to election by qualified electors. Therefore, Seats 1, 3, and 4 on this Board, the terms of which expire this year (currently occupied by The Honorable Stephen Okiye, Frank Covelli, and Anissa Cruz, respectively), will be subject to landowner election in November 2022. The two candidates receiving the highest number of votes shall be elected to serve four-year terms, and the remaining candidate elected shall serve a two-year term, all commencing in November 2022.

Section 190.006(3)(b), Florida Statutes, requires each community development district to publish a notice of the qualifying period for each election of Board members whose seats are subject to election by qualified electors (that is, registered voters residing in the respective district). The notice must be published at least two weeks prior to the start of the qualifying period. In 2022, the qualifying period commences at noon on Monday, June 13, and closes at noon on Friday, June 17, although qualifying papers may be submitted beginning May 30 for processing and filing during the qualifying period.

Attached for District Nos. 4 and 5 are proposed forms of the required notices of the qualifying period. By copy of this memorandum to the District Manager, I respectfully request that this matter be placed on the agenda of a future Board meeting. At that time, the Boards of District Nos. 4 and 5 should consider authorizing publication of the respective notice on or about May 9.

Please advise if you have any question.

Members, Boards of Supervisors
March 4, 2022
Page 3

Daniel B. Harrell

DBH/mm

Attachments

cc: The Honorable Gertrude Walker
Mr. B. Frank Sakuma, Jr.
Ms. Jesse Wargo

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4**

NOTICE IS HEREBY GIVEN that the qualifying period for candidates for the office of Supervisor of Southern Grove Community Development District No. 4 (“District”) will commence at noon on June 13, 2022, and will close at noon on June 17, 2022. As provided in Section 99.061(8), Florida Statutes, qualifying papers may be submitted beginning May 30, 2022, to be processed and filed during the qualifying period. Candidates must qualify for the office of Supervisor of the District with the St. Lucie County Supervisor of Elections, at one of the following locations (the Supervisor of Elections recommends that qualifying papers filed during the June 13-17 qualifying period be submitted to the Fort Pierce office):

St. Lucie West South County Annex
250 NW Country Club Drive
Port St. Lucie, Florida 34986
Telephone: (772) 871-5410

Walton Road County Admin. Annex
1664 S.E. Walton Road
Port St. Lucie, Florida 34952
Telephone: (772) 337-5623

Orange Blossom Business Center
4132 Okeechobee Road
Fort Pierce, Florida 34947
Telephone: (772) 462-1500

Tradition-Located inside the Tax Collectors
Office
10264 S.W. Village Parkway
Port St. Lucie, Florida 34987
Telephone: (772) 462-1500

All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be qualified electors of the District. A qualified elector is any person at least 18 years of age who also is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The District has two seats up for election, specifically Seats 1 and 3. Each seat carries a four year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

For additional information, please contact the St. Lucie County Supervisor of Elections.

Dated this 6th day of May, 2022.

**B. FRANK SAKUMA, JR., District Manager
SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

Publish: May 9, 2022

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5**

NOTICE IS HEREBY GIVEN that the qualifying period for candidates for the office of Supervisor of Southern Grove Community Development District No. 5 (“District”) will commence at noon on June 13, 2022, and will close at noon on June 17, 2022. As provided in Section 99.061(8), Florida Statutes, qualifying papers may be submitted beginning May 30, 2022, to be processed and filed during the qualifying period. Candidates must qualify for the office of Supervisor of the District with the St. Lucie County Supervisor of Elections, at one of the following locations (the Supervisor of Elections recommends that qualifying papers filed during the June 13-17 qualifying period be submitted to the Fort Pierce office):

St. Lucie West South County Annex
250 NW Country Club Drive
Port St. Lucie, Florida 34986
Telephone: (772) 871-5410

Walton Road County Admin. Annex
1664 S.E. Walton Road
Port St. Lucie, Florida 34952
Telephone: (772) 337-5623

Orange Blossom Business Center
4132 Okeechobee Road
Fort Pierce, Florida 34947
Telephone: (772) 462-1500

Tradition-Located inside the Tax Collectors
Office
10264 S.W. Village Parkway
Port St. Lucie, Florida 34987
Telephone: (772) 462-1500

All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be qualified electors of the District. A qualified elector is any person at least 18 years of age who also is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The District has two seats up for election, specifically Seats 1 and 3. Each seat carries a four year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

For additional information, please contact the St. Lucie County Supervisor of Elections.

Dated this 6th day of May, 2022.

**B. FRANK SAKUMA, JR., District Manager
SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Publish: May 9, 2022

Work Request No. 10816624

Sec. 35, Twp 37 S, Rge 39 E

Parcel I.D. 4335-500-0001-000-3
(Maintained by County Appraiser)

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Southern Grove CDD No.5
Co. Name: _____
Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Entity name

(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: _____

Print Address: _____

(Witness' Signature)

Print Name: _____
(Witness)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

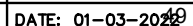
Print Name _____

P:\Proj-2020\20-250 Arco Murray - Lot 2 Legacy Park\Survey\20-250 s&d fpl ease2.dwg

CONTAINING 400 SQUARE FEET, MORE OR LESS.

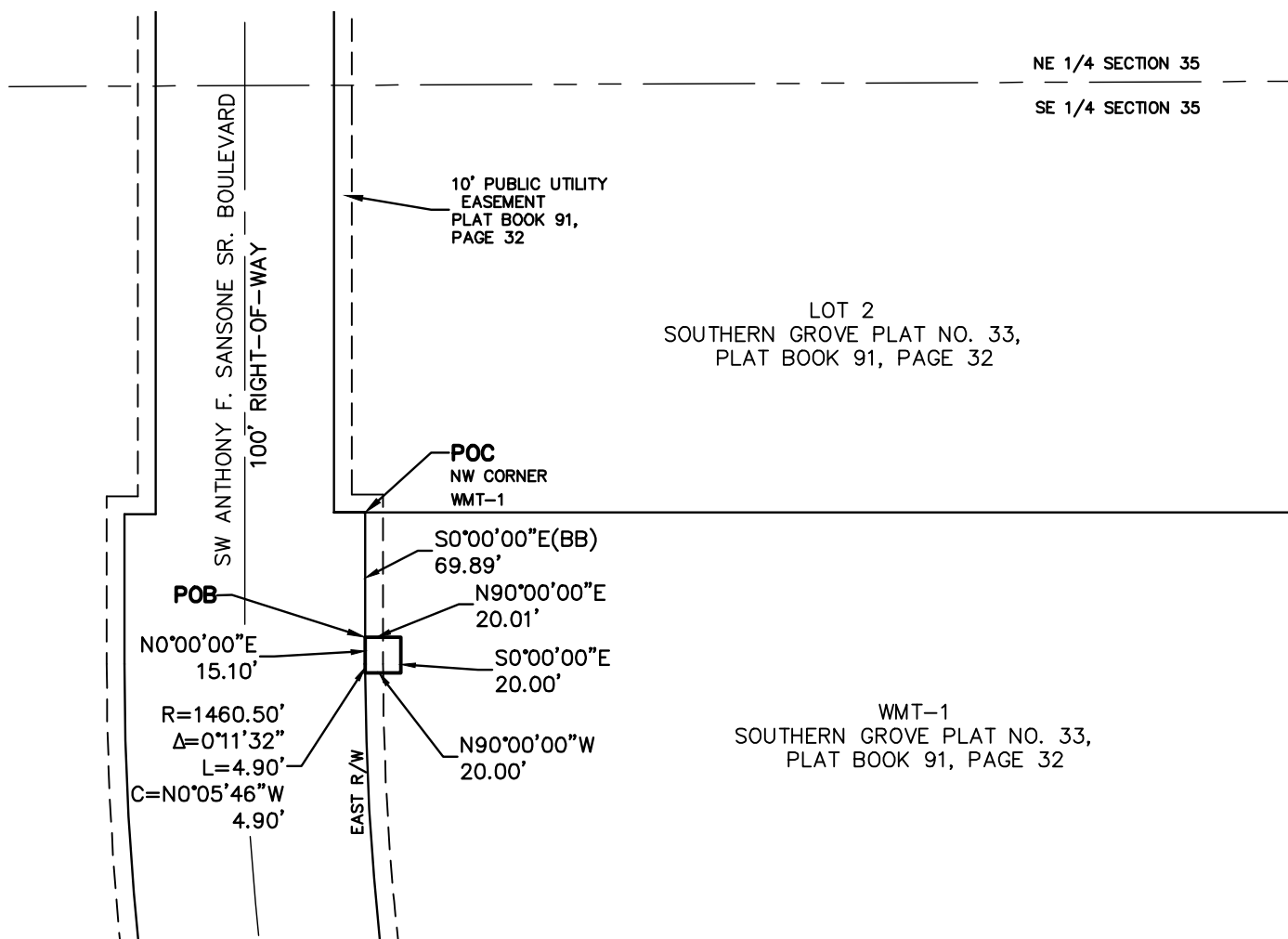
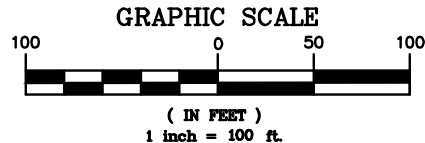
NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

Page 1 of 2



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



BEARINGS SHOWN HEREON ARE
RELATIVE TO THE EAST RIGHT-OF-WAY
OF SW ANTHONY F. SANSONE SR.
BOULEVARD HAVING A BEARING OF
S00°00'00"E

PUE = PUBLIC UTILITY EASEMENT
BB = BASIS OF BEARING
O.R.B. = OFFICIAL RECORDS BOOK
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PLS = PROFESSIONAL LAND SURVEYOR

Page 2 of 2



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

UTILITY EASEMENT

SKETCH OF DESCRIPTION

JOB NO: 20-250 s&d fpl ease2 SCALE: 1"=100'

DRAWN BY: GLM

DATE: 01-03-2022



Special District Services, Inc.

SPECIAL DISTRICT (CDD) ELECTION PROCEDURES

1. Landowners' Meeting

In accordance with the provisions of Chapter 190, Florida Statutes, it is required that an initial meeting of the Landowners of the District be held within ninety (90) days following the effective date of the rule or ordinance establishing the District and thereafter every two (2) years during the month of November for the purpose of electing Supervisors. The second election by Landowners shall be held on the first Tuesday in November; thereafter, there shall be an election of supervisors every two (2) years in November on a date established by the Board of Supervisors. The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting; and a Secretary shall also be elected for recording purposes.

2. Establishment of Quorum

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

3. Nomination of Candidates

At the meeting, the Chairperson shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairperson shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated.

4. Voting

Each Landowner shall be entitled to cast one (1) vote for each acre (or lot parcel), or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three (3) positions open, an owner of one (1) acre or less (or one lot parcel) may cast one (1) vote for each of the three (3) positions. An owner of two (2) acres (or two lot parcels) may cast two (2) votes for each of the three (3) positions. Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

5. Registration for Casting Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being sub-mitted in lieu thereof, shall be directed to register their attendance and the total number of votes by acreage (or lot parcels) to which each claims to be entitled, with the elected Secretary of the meeting or the District's Manager.

Corporate Office

The Oaks Center
2501A Burns Rd
Palm Beach Gardens, FL 33410
Direct: 561.630.4922

Contact Information

Toll Free: 877.737.4922
Fax: 561.630.4923
Web: www.sdsinc.org

Miami Branch

Crexent Business Center
6625 Miami Lakes Drive, Ste. 374
Miami Lakes, FL 33014
Direct: 305.777.0761

-
- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
 - c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board Supervisor(s) and thereafter no additional ballots shall be issued.

The Chairperson will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board Supervisor(s). Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

At the second and subsequent landowner elections*, the two (2) candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson.

*At the final landowner election (*after the 6th or 10th year*), the candidate receiving the highest number of votes will be elected to the Board of Supervisors for a four-year term (two {2} supervisors are elected by General Election).

8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage (or lot parcels) for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and will determine the legality of the contested ballot(s). Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

9. Recessing of the Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.

LANDOWNER PROXY

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. ____

LANDOWNERS' MEETING NOVEMBER 2, 2022

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Southern Grove Community Development District No. ____ to be held at 10799 SW Civic Lane, Port St. Lucie, Florida, on November 2, 2022 at 10:30 a.m. ("Landowners' Meeting"), and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner, which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at the Landowners' Meeting including, but not limited to, the election of members of the Board of Supervisors. The Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at the Landowners' Meeting.

Any proxy heretofore given by the undersigned for the Landowners' Meeting is hereby revoked. This Proxy is to continue in full force and effect from the date hereof until the conclusion of the Landowners' Meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the Landowners' Meeting prior to the Proxy Holder exercising the voting rights conferred by this Proxy.

Printed Name of Fee Simple Landowner

Signature of Fee Simple Landowner

Date

Parcel Description(s)*

List description(s) and acreage(s) of each parcel on the attached Exhibit

TOTAL ACREAGE (as set forth on the attached Exhibit)

TOTAL NUMBER OF AUTHORIZED VOTES:

*Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

Please note that each eligible acre of land or fraction thereof is entitled to only one vote. For example, a husband and wife are together entitled to only one vote per residential parcel if it is located on one acre or less of real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership, or other entity, evidence that the individual signing bylaws, corporate resolution, etc.).

EXHIBIT TO LANDOWNER PROXY—PARCEL DESCRIPTION(S)
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. ____
LANDOWNERS' MEETING NOVEMBER 2, 2022

Name of Fee Simple Landowner: _____

Parcel Descriptions (for each parcel, include both (1) the street address, legal description, or tax identification number, and (2) total number of acres):

<u>Description(s)</u>	<u>Total Acres</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL ACREAGE ALL PARCELS:	_____

BALLOT

BALLOT # _____

COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING

ELECTION OF BOARD SUPERVISORS

_____, 20____

The undersigned certifies that he/she is the owner (____) or duly authorized
representative of lawful proxy of an owner (____) of land in the _____

Community
Development District, constituting _____ acre(s) and hereby casts up to the
corresponding number of his/her vote(s) for the following candidate/candidates to
hold the above-named open position:

<u>Name of Candidate</u>	<u>Number of Votes</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature: _____

Printed Name: _____

Street Address or Tax Parcel Id Number for your Real Property:

Financial Report: (Under Separate Cover)

