



**SOUTHERN GROVE  
COMMUNITY DEVELOPMENT  
DISTRICT NOS. 1-6**

**PORT ST. LUCIE  
REGULAR BOARD MEETING  
FEBRUARY 1, 2023  
10:30 A.M.**

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

[www.southerngrovecdd1.org](http://www.southerngrovecdd1.org)  
[www.southerngrovecdd2.org](http://www.southerngrovecdd2.org)  
[www.southerngrovecdd3.org](http://www.southerngrovecdd3.org)  
[www.southerngrovecdd4.org](http://www.southerngrovecdd4.org)  
[www.southerngrovecdd5.org](http://www.southerngrovecdd5.org)  
[www.southerngrovecdd6.org](http://www.southerngrovecdd6.org)  
[www.southerngrovecdd7.org](http://www.southerngrovecdd7.org)  
[www.southerngrovecdd8.org](http://www.southerngrovecdd8.org)  
[www.southerngrovecdd9.org](http://www.southerngrovecdd9.org)  
[www.southerngrovecdd10.org](http://www.southerngrovecdd10.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**  
**February 1<sup>st</sup>, 2023**  
**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 Not on the Agenda
- F.** Consent Items
  - 1. Approval of December 7, 2022, Organization Meeting & Regular Board Meeting Minutes...Page 2
  - 2. Approve and Ratify 2022 Bond Requisition (No. 1); District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure) and Special Assessment Bonds, Series 2022-2.....Page 15
- G.** Old Business
- H.** New Business
  - 1. Consider Approval of Amended and Restated Interlocal Agreement Among the Port St. Lucie Community Redevelopment Agency, the City of Port St. Lucie, and the Southern Grove CDD No. 1.....Page 24
  - 2. Discussion of Stormwater Nutrient Loads
- I.** Administrative Matters
  - 1. Manager's Report
  - 2. Attorney's Report
  - 3. Engineer's Report
  - 4. Financial Report (Under Separate Cover).....Page 38
  - 5. Founder's Report
- J.** Board Member Comments
- K.** Adjourn

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6  
FISCAL YEAR 2022/2023  
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:

**\*October 5, 2022  
November 2, 2022  
December 7, 2022  
\*January 4, 2023  
February 1, 2023  
March 1, 2023  
\*April 5, 2023  
May 3, 2023  
June 7, 2023  
\*July 5, 2023  
August 2, 2023  
September 6, 2023**

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

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the Districts’ websites or at the offices of the District Manager, Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, Florida.

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

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

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

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

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6**

**[www.southerngrovecdd1.org](http://www.southerngrovecdd1.org)**

**PUBLISH: ST. LUCIE NEWS TRIBUNE 09/23/22**

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10**  
**Tradition Town Hall**  
**10799 SW Civic Lane**  
**Port St. Lucie, Florida 34987**  
**ORGANIZATIONAL MEETING & REGULAR BOARD MEETING MINUTES**  
**December 7<sup>th</sup>, 2022**  
**10:30 a.m.**

**A. CALL TO ORDER**

The Organizational Meeting and Regular Board Meeting of the Southern Grove Community Development District No's. 1-10 of December 7, 2022, was called to order at 10:39 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on September 23<sup>rd</sup> and November 30<sup>th</sup>, 2022, as legally required.

**C. SEAT NEW BOARD MEMBERS AND ADMINISTER OATHS**

**1. Seat New Board Members**

Mr. Sakuma announced the following Board Supervisors had been elected to vacant board seats and recognized the seating of the following Supervisors:

- Southern Grove CDD No. 6
  - Seat 1 – Norm Ytkin
- Southern Grove CDD No. 7
  - Seat 1 – David Graham
  - Seat 2 – Jennifer Davis
  - Seat 3 – Stephen Okiye
  - Seat 4 – Amy Eason
  - Seat 5 – Jeff Greenwalt
- Southern Grove CDD No. 8
  - Seat 1 – David Graham
  - Seat 2 – Jennifer Davis
  - Seat 3 – Stephen Okiye
  - Seat 4 – Amy Eason
  - Seat 5 – Jeff Greenwalt
- Southern Grove CDD No. 9
  - Seat 1 – James Fitzgerald (unable to serve – Vacant)

- Seat 2 – Frank Covelli
- Seat 3 – Steven Dassa
- Seat 4 – Anissa Cruz (unable to serve – Vacant)
- Seat 5 – Tyler Gaffney
- Southern Grove CDD No. 10
- Seat 1 – David Graham
- Seat 2 – Jennifer Davis
- Seat 3 – Stephen Okiye
- Seat 4 – Amy Eason
- Seat 5 – Jeff Greenwalt

## **2. Administer Oaths**

Mr. Sakuma administered the oath of office to each of the following Supervisors:

- Southern Grove CDD No. 6
- Seat 1 – Norm Ytkin
- Southern Grove CDD Nos. 7, 8, and 10
- Seat 1 – David Graham
- Seat 2 – Jennifer Davis
- Seat 3 – Stephen Okiye
- Seat 4 – Amy Eason
- Seat 5 – Jeff Greenwalt
- Southern Grove CDD No. 9
- Seat 2 – Frank Covelli
- Seat 3 – Steven Dassa
- Seat 5 – Tyler Gaffney

## **3. Appointments to Vacant Board Seats on CDD No. 9**

Mr. Sakuma advised members of the Board of CDD No. 9 that Seats No. 1 & 4 were vacant and it would be in order to appoint individuals to those seats. A **Motion** was made by CDD No. 9 Mr. Dassa, seconded by Mr. Covelli, and passed unanimously, to appoint Ms. Tiffany Lewis to the vacancy on Southern Grove CDD No. 9 – Seat 1 and Tara Toto to CDD No. 9 – Seat 4.

## **4. Administer Oaths**

Mr. Sakuma administered the oath of office to Ms. Lewis and the meeting continued.

## **D. ESTABLISH QUORUM: DISTRICT NOS. 1-10**

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

**1. Establish Quorums / Announce Vacancies / Fill Vacancies:**

(P: present, Ph: by phone/zoom, Abs: Absent)

<b>CDD #'s 1,2</b>		
Chairman (seat 2)	Frank Covelli	P
Vice Chairman (seat 5)	<b>VACANT</b>	<b>Vacancy Announced</b>
Supervisor (seat 1)	Tyler Gaffney	P
Supervisor (seat 3)	Steven Dassa	P
Supervisor (seat 4)	Tara Toto	Abs

<b>CDD # 3</b>		
Chairman (seat 2)	Frank Covelli	P
Vice Chairman (seat 4)	<b>VACANT</b>	<b>Vacancy Announced</b>
Supervisor (seat 5)	Steven Dassa	P
Supervisor (seat 3)	Jennifer Davis	P
Supervisor (seat 1)	David Graham	P

<b>CDD # 4</b>		
Chairman (seat 3)	Frank Covelli	P
Vice Chairman (seat 4)	<b>VACANT</b>	<b>Vacancy Announced</b>
Supervisor (seat 2)	David Graham	P
Supervisor (seat 1)	Stephen Okiye	P
Supervisor (seat 5)	<b>VACANT</b>	<b>Vacancy Announced</b>

<b>CDD # 5</b>		
Chairperson (seat 2)	Frank Covelli	P
Vice Chairperson (seat 4)	Tyler Gaffney	P
Supervisor (seat 1)	David Graham	P
Supervisor (seat 3)	Jennifer Davis	P
Supervisor (seat 5)	Steven Dassa	P

<b>CDD # 6</b>		
Chairman (seat 3)	Frank Covelli	P
Vice Chairman (seat 4)	<b>VACANT</b>	<b>Vacancy Announced</b>
Supervisor (seat 1)	Norm Ytkin	P
Supervisor (seat 2)	David Graham	P
Supervisor (seat 5)	<b>VACANT</b>	<b>Vacancy Announced</b>

<b>CDD # 7, 8 &amp; 10</b>		
Supervisor (seat 1)	David Graham	P
Supervisor (seat 2)	Jennifer Davis	P
Supervisor (seat 3)	Stephen Okiye	P
Supervisor (seat 4)	Amy Eason	P
Supervisor (seat 5)	Jeff Greenwalt	P

<b>CDD # 9</b>		
Supervisor (seat 1)	Tiffany Lewis	P
Supervisor (seat 2)	Frank Covelli	P
Supervisor (seat 3)	Steven Dassa	P
Supervisor (seat 4)	Tara Toto	Abs
Supervisor (seat 5)	Tyler Gaffney	P

## **2. Appointment to Vacant Board Seats on CDD Nos. 1 & 2**

A **Motion** was made by CDD Nos. 1 & 2 Mr. Dassa, seconded by Mr. Covelli, and passed unanimously, to appoint Ms. Tiffany Lewis to the vacancy on Southern Grove CDD Nos. 1 & 2 – Seat 5 on each.

## **3. Appointment to Vacant Board Seat on CDD No. 3**

A **Motion** was made by CDD No. 3 Mr. Covelli, seconded by Mr. Dassa, and passed unanimously, to appoint Ms. Tiffany Lewis to the vacancy on Southern Grove CDD No. 3 – Seat 4.

## **4. Appointment to Vacant Board Seats on CDD No. 4**

A **Motion** was made by CDD No. 4 Mr. Covelli, seconded by Mr. Dassa, and passed unanimously, to appoint Ms. Tiffany Lewis to the vacancy on Southern Grove CDD No. 4 – Seat 4 and appoint Ms. Jennifer Davis to the vacancy on Southern Grove CDD No. 4 – Seat 5.

## **5. Appointment to Vacant Board Seats on CDD No. 6**

A **Motion** was made by CDD No. 6 Mr. Covelli, seconded by Mr. Ytkin, and passed unanimously, to appoint Ms. Tiffany Lewis to the vacancy on Southern Grove CDD No. 6 – Seat 4 and appoint Ms. Jennifer Davis to the vacancy on Southern Grove CDD No. 6 – Seat 5.

## **6. Administer Oaths**

Mr. Sakuma administered the oath of office to Ms. Lewis and Ms. Davis and the meeting continued.

### **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
District Engineering	Kelly Cranford	Culpepper & Terpening

Present: (See attached sign-in sheet)

## **E. REVIEW BOARD MEMBER RESPONSIBILITIES AND DUTIES**

Mr. Sakuma informed the newly elected and appointed Supervisors that they were now public officials and subject to all relevant rules and regulations which come with holding office. He also advised Board Supervisors they would receive “new supervisor” packages with information about ethics, Florida Sunshine, Public Records, and other helpful information about their new positions.

## **F. CONFIRM QUORUM IN ALL DISTRICTS**

Mr. Sakuma confirmed that quorum was established in all Districts, and it was in order for the meeting to continue.

**G. Consider Resolution No. 2022-31; District Nos. 1-10 – Election of Officers**

Mr. Sakuma presented Resolution No. 2022-31, entitled:

**RESOLUTION 2022-31**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
DESIGNATING THE OFFICERS OF SOUTHERN GROVE  
COMMUNITY DEVELOPMENT DISTRICT NO. 1  
(2,3,4,5,6,7,8,9,10), AND PROVIDING FOR AN EFFECTIVE  
DATE.**

He advised it would be appropriate for each District to organize by designating officers of the District.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Adopt Resolution No. 2022-31, as presented.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 2 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 2 to Adopt Resolution No. 2022-31, as presented.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 3 Mr. Covelli, seconded by Mr. Graham and passed unanimously by CDD No. 3 to Adopt Resolution No. 2022-31, as presented.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 4 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 4 to Adopt Resolution No. 2022-31, as presented.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 5 Mr. Covelli, seconded by Mr. Davis and passed unanimously by CDD No. 5 to Adopt Resolution No. 2022-31, as presented.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 6 Mr. Covelli, seconded by Mr. Graham and passed unanimously by CDD No. 6 to Adopt Resolution No. 2022-31, as presented.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 7 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 7 to Adopt Resolution No. 2022-31, as presented.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 8 Mr. Davis, seconded by Mr. Graham and passed unanimously by CDD No. 8 to Adopt Resolution No. 2022-31, as presented.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 9 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 9 to Adopt Resolution No. 2022-31, as presented.

A **Motion** to Adopt Resolution 2022-31 was made by CDD No. 10 Mr. Davis, seconded by Mr. Graham and passed unanimously by CDD No. 10 to Adopt Resolution No. 2022-31, as presented.

**H. ADDITIONS OR DELETIONS TO THE AGENDA**

**Staff requested (2) items be added under New Business:**



1 – (L-11) WA#19-144-197; Legacy Park – North Stormwater Infrastructure

2 – (L-12) WA#19-144-102; GH0 Phase 1 – Lakes & Interconnecting Pipes

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

#### **I. COMMENTS FROM THE PUBLIC**

There were no comments from the public.

#### **J. CONSENT ITEMS**

1. **Approval of November 2, 2022, Regular Board Meeting Minutes**
2. **Approval of WA #19-144-194; SW Anthony Sansone Blvd Phase 3**
3. **Approval of WA #19-144-195; Belterra Phase 1 Plat 2 – 4” Irrigation Main in all SW Tracts**
4. **Approval of Abandonment and Termination of Access, Drainage, and Water Management Easement for The Lucie at Tradition**
5. **Approval of 2021 Bond Requisition (No. 29); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)**
6. **Approval of 2021 Bond Requisition (No. 30); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)**

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No.1 to Approve all items under Consent.

#### **K. OLD BUSINESS**

There were no items for consideration.

#### **L. NEW BUSINESS**

1. **Memo from Gonano and Harrell; Recommending New District Counsel for Southern Grove CDD Nos. 1 – 10.**

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to authorize and approve the assignment of legal services for the Districts to the Law Firm of Torcivia, Donlon, Goddeau & Rubin, P.A.

2. **Summary of Matters Related to Resolution Nos. 2022-23; 2022-24; 2022-25; 2022-28; and 2022-29.**

Bond Counsel reviewed the Summary of Matters Related to Resolution Nos. 2022-23; 2022-24; 2022-25; 2022-28; and 2022-29. There were no questions from the Board.

**3. Resolution No. 2022-23 to be Adopted by Southern Grove District Nos. 7, 8, 9 and 10; Approving the Joiner to an Eighth Supplemental Trust Indenture Relating to the Special Assessment Bonds, Series 2022 (Community Infrastructure).**

Mr. Sakuma presented Resolution No. 2022-23, entitled:

**RESOLUTION 2022-23**

**A JOINT RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 APPROVING THE JOINDER TO AN EIGHTH SUPPLEMENTAL TRUST INDENTURE RELATING TO THE SPECIAL ASSESSMENT BONDS, SERIES 2022 (COMMUNITY INFRASTRUCTURE) TO BE ISSUED BY SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5; ACKNOWLEDGING CERTAIN ACTIONS TO BE TAKEN BY THE DISTRICTS IN CONNECTION WITH COMMUNITY INFRASTRUCTURE ASSESSMENTS; PROVIDING FOR MISCELLANEOUS MATTERS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

A **Motion** to Adopt Resolution 2022-23 was made by CDD No. 7 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 7 to Adopt Resolution No. 2022-23, as presented.

A **Motion** to Adopt Resolution 2022-23 was made by CDD No. 8 Mr. Davis, seconded by Mr. Greenwalt and passed unanimously by CDD No. 8 to Adopt Resolution No. 2022-23, as presented.

A **Motion** to Adopt Resolution 2022-23 was made by CDD No. 9 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 9 to Adopt Resolution No. 2022-23, as presented.

A **Motion** to Adopt Resolution 2022-23 was made by CDD No. 10 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 10 to Adopt Resolution No. 2022-23, as presented.

**4. Resolution No. 2022-24 to be Adopted by Southern Grove Nos. 7, 8, 9, and 10; Approving A Supplement to the Second Amended and Restate Master Engineer's Report.**

Mr. Sakuma presented Resolution No. 2022-24, entitled:

**RESOLUTION 2022-24**

**A JOINT RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 APPROVING A SUPPLEMENT TO THE SECOND AMENDED AND RESTATED MASTER ENGINEER'S REPORT, AS SUPPLEMENTED AND AMENDED, THAT IS PART OF THE ASSESSMENT PROCEEDINGS RELATING TO COMMUNITY INFRASTRUCTURE PREVIOUSLY ADOPTED BY THE DISTRICTS; PROVIDING WHEN THE MATTERS ADDRESSED HEREIN BECOME EFFECTIVE; PROVIDING FOR MISCELLANEOUS MATTERS;**

**PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

A **Motion** to Adopt Resolution 2022-24 was made by CDD No. 7 Mr. Davis, seconded by Mr. Greenwalt and passed unanimously by CDD No. 7 to Adopt Resolution No. 2022-24, as presented.

A **Motion** to Adopt Resolution 2022-24 was made by CDD No. 8 Mr. Davis, seconded by Mr. Greenwalt and passed unanimously by CDD No. 8 to Adopt Resolution No. 2022-24, as presented.

A **Motion** to Adopt Resolution 2022-24 was made by CDD No. 9 Mr. Covelli, seconded by Ms. Lewis and passed unanimously by CDD No. 9 to Adopt Resolution No. 2022-24, as presented.

A **Motion** to Adopt Resolution 2022-24 was made by CDD No. 10 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 10 to Adopt Resolution No. 2022-24, as presented.

**5. Resolution No. 2022-25 to be Adopted by Southern Grove Nos. 2, 3, 4, 5, 8, 9, and 10; Approving the Form of a Seventh Supplemental Assessment Methodology Report in Connection with the Southern Grove Community Development District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure).**

Mr. Sakuma presented Resolution No. 2022-25, entitled:

**RESOLUTION 2022-25**

**A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 APPROVING THE FORM OF A SEVENTH SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT IN CONNECTION WITH THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 SPECIAL ASSESSMENT BONDS, SERIES 2022-1 (COMMUNITY INFRASTRUCTURE) AND SPECIAL ASSESSMENT BONDS, SERIES 2022-2 (COMMUNITY INFRASTRUCTURE) (FEDERALLY TAXABLE); CONFIRMING THE DESIGNATION OF THE 2022 ASSESSMENT AREA DESCRIBED IN SUCH REPORT; CONFIRMING THE LEVY OF A PORTION OF THE COMMUNITY INFRASTRUCTURE ASSESSMENTS IN THE 2022 ASSESSMENT AREA; INDICATING THE INTENT TO LEVY AND COLLECT SUCH COMMUNITY INFRASTRUCTURE ASSESSMENTS IN CONNECTION WITH THE 2022 BONDS; PROVIDING WHEN THE MATTERS ADDRESSED HEREIN BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

A **Motion** to Adopt Resolution 2022-25 was made by CDD No. 2 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 2 to Adopt Resolution No. 2022-25, as presented.

A **Motion** to Adopt Resolution 2022-25 was made by CDD No. 3 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 3 to Adopt Resolution No. 2022-25, as presented.

A **Motion** to Adopt Resolution 2022-25 was made by CDD No. 4 Mr. Graham, seconded by Mr. Okiye and passed unanimously by CDD No. 4 to Adopt Resolution No. 2022-25, as presented.

A **Motion** to Adopt Resolution 2022-25 was made by CDD No. 5 Mr. Covelli, seconded by Ms. Lewis and passed unanimously by CDD No. 5 to Adopt Resolution No. 2022-25, as presented.

A **Motion** to Adopt Resolution 2022-25 was made by CDD No. 8 Mr. Davis, seconded by Mr. Graham and passed unanimously by CDD No. 8 to Adopt Resolution No. 2022-25, as presented.

A **Motion** to Adopt Resolution 2022-25 was made by CDD No. 9 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 9 to Adopt Resolution No. 2022-25, as presented.

A **Motion** to Adopt Resolution 2022-25 was made by CDD No. 10 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 10 to Adopt Resolution No. 2022-25, as presented.

**6. Resolution No. 2022-28 to be Adopted by Southern Grove Nos. 1, 7, 8, 9, and 10; Approving and Authorizing Execution of Joiners in (A) the Second Amended and Restated District Development Interlocal Agreement and (B) the Fifth Supplemental Trust Indenture Relating to the Special Assessment Bonds, Series 2019 (Community Infrastructure).**

Mr. Sakuma presented Resolution No. 2022-28, entitled:

**RESOLUTION 2022-28**

**A JOINT RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9, AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 APPROVING AND AUTHORIZING EXECUTION OF A JOINDER IN (A) THE SECOND AMENDED AND RESTATED DISTRICT DEVELOPMENT INTERLOCAL AGREEMENT AND (B) THE FIFTH SUPPLEMENTAL TRUST INDENTURE RELATING TO THE SPECIAL ASSESSMENT BONDS, SERIES 2019 (COMMUNITY INFRASTRUCTURE), THE SIXTH SUPPLEMENTAL TRUST INDENTURE RELATING TO THE SPECIAL ASSESSMENT BONDS, SERIES 2020 (COMMUNITY INFRASTRUCTURE), AND THE SEVENTH SUPPLEMENTAL TRUST INDENTURE RELATING TO THE SPECIAL ASSESSMENT BONDS, SERIES 2021 (COMMUNITY INFRASTRUCTURE), EACH ISSUED BY SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5; PROVIDING FOR MISCELLANEOUS MATTERS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

A **Motion** to Adopt Resolution 2022-28 was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Adopt Resolution No. 2022-28, as presented.

A **Motion** to Adopt Resolution 2022-28 was made by CDD No. 7 Mr. Davis, seconded by Mr. Graham and passed unanimously by CDD No. 7 to Adopt Resolution No. 2022-28, as presented.

A **Motion** to Adopt Resolution 2022-28 was made by CDD No. 8 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 8 to Adopt Resolution No. 2022-28, as presented.

A **Motion** to Adopt Resolution 2022-28 was made by CDD No. 9 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 9 to Adopt Resolution No. 2022-28, as presented.

A **Motion** to Adopt Resolution 2022-28 was made by CDD No. 10 Mr. Davis, seconded by Mr. Graham and passed unanimously by CDD No. 10 to Adopt Resolution No. 2022-28, as presented.

**7. Resolution No. 2022-29 to be Adopted by Southern Grove Nos. 1, 3, 4, 5, 6, 7, 8 9 and 10; Approving and Authorizing Execution of Assignment and Assumption Agreements Relating to Special Assessments; Providing for Miscellaneous Matters; Providing for Severability and Conflicts; and Providing an Effective Date.**

Mr. Sakuma presented Resolution No. 2022-29, entitled:

**RESOLUTION 2022-29**

**A JOINT RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9, AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 APPROVING AND AUTHORIZING EXECUTION OF ASSIGNMENT AND ASSUMPTION AGREEMENTS RELATING TO SPECIAL ASSESSMENTS; PROVIDING FOR MISCELLANEOUS MATTERS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

A **Motion** to Adopt Resolution 2022-29 was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 1 to Adopt Resolution No. 2022-29, as presented.

A **Motion** to Adopt Resolution 2022-29 was made by CDD No. 3 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 3 to Adopt Resolution No. 2022-29, as presented.

A **Motion** to Adopt Resolution 2022-29 was made by CDD No. 4 Mr. Graham, seconded by Mr. Okiye and passed unanimously by CDD No. 4 to Adopt Resolution No. 2022-29, as presented.

A **Motion** to Adopt Resolution 2022-29 was made by CDD No. 5 Mr. Dassa, seconded by Mr. Covelli and passed unanimously by CDD No. 5 to Adopt Resolution No. 2022-29, as presented.

A **Motion** to Adopt Resolution 2022-29 was made by CDD No. 6 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 6 to Adopt Resolution No. 2022-29, as presented.

A **Motion** to Adopt Resolution 2022-29 was made by CDD No. 7 Mr. Dassa, seconded by Mr. Graham and passed unanimously by CDD No. 7 to Adopt Resolution No. 2022-29, as presented.

A **Motion** to Adopt Resolution 2022-29 was made by CDD No. 8 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 8 to Adopt Resolution No. 2022-29, as presented.

A **Motion** to Adopt Resolution 2022-29 was made by CDD No. 9 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 9 to Adopt Resolution No. 2022-29, as presented.

A **Motion** to Adopt Resolution 2022-29 was made by CDD No. 10 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 10 to Adopt Resolution No. 2022-29, as presented.

**A. Approval of the Joiner in the Irrigation System Interlocal Agreement for District Nos. 7, 8, 9, and 10.**

Several Board Supervisors had questions about the impact of the Joinder and potential additional new Tier-1 customers. After discussion with District Counsel, the Boards were prepared to act on the item.

A **Motion** was made by CDD No. 7 Mr. Davis, seconded by Mr. Greenwalt and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by CDD No. 7.

A **Motion** was made by CDD No. 8 Mr. Davis, seconded by Mr. Graham and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by CDD No. 8.

A **Motion** was made by CDD No. 9 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by CDD No. 9.

A **Motion** was made by CDD No. 10 Mr. Davis, seconded by Mr. Okiye and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by CDD No. 10.

**B. Approval of the Joiner in the Irrigation System Interlocal Agreement for Each District - Nos. 1, 2, 3, 4, 5, and 6, by District Nos. 7, 8, 9, and 10.**

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by District Nos. 7, 8, 9, and 10.

A **Motion** was made by CDD No. 2 Mr. Gaffney, seconded by Mr. Covelli and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by District Nos. 7, 8, 9, and 10.

A **Motion** was made by CDD No. 3 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by District Nos. 7, 8, 9, and 10.

A **Motion** was made by CDD No. 4 Mr. Graham, seconded by Mr. Okiye and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by District Nos. 7, 8, 9, and 10.

A **Motion** was made by CDD No. 5 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by District Nos. 7, 8, 9, and 10.

A **Motion** was made by CDD No. 6 Mr. Ytkin, seconded by Mr. Covelli and passed unanimously to approve and consent to the Joiner in the Irrigation System Interlocal Agreement by District Nos. 7, 8, 9, and 10.

**8. Joiner in Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services for District Nos. 7, 8, 9, and 10.**

A **Motion** was made by CDD No. 7 Mr. Davis, seconded by Ms. Eason and passed unanimously by CDD No. 7 to approve and consent to the Joiner in the Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services.

A **Motion** was made by CDD No. 8 Mr. Davis, seconded by Ms. Eason and passed unanimously by CDD No. 8 to approve and consent to the Joiner in the Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services.

A **Motion** was made by CDD No. 9 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 9 to approve and consent to the Joiner in the Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services.

A **Motion** was made by CDD No. 10 Mr. Davis, seconded by Mr. Okiye and passed unanimously by CDD No. 10 to approve and consent to the Joiner in the Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services.

#### **9. Improvement Acquisition Agreement by District No. 5; 2022 CI Project**

A **Motion** was made by CDD No. 5 Mr. Covelli, seconded by Mr. Dassa and passed unanimously by CDD No. 5 to approve the Improvement Acquisition Agreement – 2022 CI Project.

#### **10. WA #19-144-197; Legacy Park – North Stormwater Infrastructure**

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Covelli and passed unanimously approving WA #19-144-197, as presented.

#### **11. WA #19-144-102; GH0 Phase 1 – Lakes and Interconnecting Pipes**

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Dassa and passed unanimously approving WA #19-144-102, as presented.

### **M. ADMINISTRATIVE MATTERS**

#### **1. Manager's Report**

Mr. Sakuma had no further comments.

#### **2. Attorney's Report**

Mr. Harrell had no further comments.

#### **3. Engineer's Report**

Ms. Cranford had no further comments.

#### **4. Financial Report**

Mr. Sakuma informed the Boards the next financial report will be provided at the January meeting.

#### **5. Founder's Report**

No Founder's report was offered

**N. BOARD MEMBER COMMENTS**

There were no Board comments.

**O. ADJORNMENT**

There being no further business to come before the Board, CDD No. 1 Mr. Covelli adjourned the meeting at 11:10 a.m.

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Secretary/Assistant Secretary

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Chair/Vice-Chair

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Print Signature

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Print Signature



**2022 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION**

**REQUISITION NO. 1**

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

**SPECIAL ASSESSMENT BONDS, SERIES 2022-1  
(COMMUNITY INFRASTRUCTURE)**

**and**

**SPECIAL ASSESSMENT BONDS, SERIES 2022-2  
(COMMUNITY INFRASTRUCTURE) (FEDERALLY TAXABLE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the “Issuer”) hereby submits the following requisition for disbursement from the 2022 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated December 17, 2014, as supplemented by that certain Eighth Supplemental Indenture, dated as of December 1, 2022 (collectively, the “Indenture”), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **1**
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$50,577.39**

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

1. This requisition is for a Cost of the 2022-1 CI Project payable from the 2022-1 Acquisition and Construction Subaccount and does **not** include any Cost related to the TIM Project   **X**

AND/OR

This requisition is for a Cost of the 2022-2 CI Project payable from the 2022-2 Acquisition and Construction Subaccount \_\_\_\_\_

AND

2. Each disbursement set forth above is a proper charge against the 2022-1 Acquisition and Construction Subaccount or the 2022-2 Acquisition and Construction Subaccount, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price for the 2022-1 CI Project or 2022-2 CI Project, as applicable, or repayment of advances for 2022-2 CI Project, in either case, pursuant to a written agreement between the District and the other party named therein receiving payment 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**

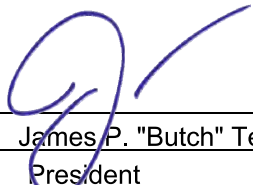
By:   
Responsible Officer

Date: 1/3/22

The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2022-1 CI Project and/or 2022-2 CI Project, as applicable, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2022-1 CI Project and/or 2022-2 CI Project, as applicable, 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 2022-1 CI Project and/or 2022-2 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 2022-1 CI Project and/or 2022-2 CI Project for which disbursement is made hereby, if acquisition or reimbursement is being made pursuant to an agreement.

**[CONSULTING ENGINEER]**

By:   
Name: James P. "Butch" Terpening, Jr.  
Title: President  
Date: 12-30-22

# PAYMENT APPLICATION

Page 1

TO: Mattamy Palm Beach, LLC 1500 Gateway Boulevard Suite 220 Boynton Beach, FL 33426 Attn:	PROJECT 221400 NAME AND LOCATION: Becker Road West -Phase 2 - Extension Becker Road West of Tradition Parkway	APPLICATION # 1 PERIOD THRU: 12/28/2022 PROJECT #s: 221400 DATE OF CONTRACT: 12/20/2022	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/>
FROM: Guettler Brothers Construction, LLC P. O. Box 12271 Fort Pierce, FL 34979-2271	ARCHITECT: Culpepper and Terpening 2980 South 25th Street Fort Pierce, FL 34981		
FOR: Forcemain Watermain Drainage and Roadwork			

## CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$6,057,117.50
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$6,057,117.50
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$56,197.10
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$5,619.71
b. 10.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$5,619.71
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$50,577.39
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	<b>\$50,577.39</b>
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$6,006,540.11

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES</b>	<b>\$0.00</b>	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Guettler Brothers Construction, LLC

By: Ben Guettler Date: 12/28/2022  
Ben Guettler

State of: FLORIDA

County of: ST. LUCIE

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: Sharon M. Morris

My Commission Expires: 07/31/2022

## ENGINEER'S CERTIFICATION

Engineer's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Engineer has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Engineer knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... **\$50,577.39**

(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: 12-29-22  
By: \_\_\_\_\_

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.

CONTINUATION PAGE

Page 2 of 7

PROJECT: 221400

APPLICATION #: 1

Becker Road West -Phase 2 - Extension

DATE OF APPLICATION: 12/28/2022

Payment Application containing Contractor's signature is attached.

PERIOD THRU: 12/28/2022

PROJECT #s: 221400

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					
100	PROJECT ADMINISTRATION									
110	MOBILIZATION/GENERAL \$17,930.88 PER LS	1.00	\$17,930.88	0.00	\$4,482.72	0.00	\$4,482.72	25%	\$13,448.16	\$448.27
120	PRE-CONSTRUCTION VIDEO \$436.32 PER LS	1.00	\$436.32	0.00	\$0.00	0.00	\$0.00	0%	\$436.32	\$0.00
130	MAINTENANCE OF TRAFFIC \$6,130.33 PER LS	1.00	\$6,130.33	0.00	\$0.00	0.00	\$0.00	0%	\$6,130.33	\$0.00
140	Survey & Asbuilts \$35,933.57 PER LS	1.00	\$35,933.57	0.00	\$1,796.68	0.00	\$1,796.68	5%	\$34,136.89	\$179.67
150	EROSION CONTROL									
160	SEDIMENT BARRIER \$1.64 PER LF	17,560.00	\$28,798.40	0.00	\$5,740.00	0.00	\$5,740.00	20%	\$23,058.40	\$574.00
170	FLOATING TURBIDITY BARRIER \$10.91 PER LF	200.00	\$2,182.00	0.00	\$0.00	0.00	\$0.00	0%	\$2,182.00	\$0.00
180	STAKED TURBIDITY BARRIER \$0.00 PER LF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00	\$0.00
190	SOIL TRACKING PREVENTION \$14,050.77 PER EA	1.00	\$14,050.77	0.00	\$0.00	0.00	\$0.00	0%	\$14,050.77	\$0.00
200	INLET PROTECTION SYSTEM \$81.81 PER EA	23.00	\$1,881.63	0.00	\$0.00	0.00	\$0.00	0%	\$1,881.63	\$0.00
220	EARTHWORK									
230	CLEARING & GRUBBING \$2,945.18 PER AC	20.10	\$59,198.12	0.00	\$44,177.70	0.00	\$44,177.70	75%	\$15,020.42	\$4,417.77
240	REGULAR EXCAVATION \$7.44 PER CY	4,160.00	\$30,950.40	0.00	\$0.00	0.00	\$0.00	0%	\$30,950.40	\$0.00
250	LATERAL DITCH EXCAVATION \$7.44 PER CY	6,750.00	\$50,220.00	0.00	\$0.00	0.00	\$0.00	0%	\$50,220.00	\$0.00
260	EMBANKMENT \$5.80 PER CY	62,810.00	\$364,298.00	0.00	\$0.00	0.00	\$0.00	0%	\$364,298.00	\$0.00
	SUB-TOTALS		\$612,010.42	\$0.00	\$56,197.10	\$0.00	\$56,197.10	9%	\$555,813.32	\$5,619.71

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document



CONTINUATION PAGE

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PROJECT: 221400  
Becker Road West -Phase 2 - Extension

APPLICATION #: 1  
DATE OF APPLICATION: 12/28/2022  
PERIOD THRU: 12/28/2022  
PROJECT #s: 221400

Payment Application containing Contractor's signature is attached.

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					
270	PAVING									
280	TYPE B STABILIZATION (12" \$4.00 PER SY	35,772.00	\$143,088.00	0.00	\$0.00	0.00	\$0.00	0%	\$143,088.00	\$0.00
290	OPTIONAL BASE, BASE GROUP \$19.50 PER SY	32,543.00	\$634,588.50	0.00	\$0.00	0.00	\$0.00	0%	\$634,588.50	\$0.00
300	MILLING EXISTING ASPH PAVT, \$12.00 PER SY	1,118.00	\$13,416.00	0.00	\$0.00	0.00	\$0.00	0%	\$13,416.00	\$0.00
310	SUPERPAVE ASPHALTIC CONC. \$173.44 PER TON	5,280.40	\$915,832.58	0.00	\$0.00	0.00	\$0.00	0%	\$915,832.58	\$0.00
320	ASPHALTIC CONC. FC TRAFFIC \$244.01 PER TON	2,640.30	\$644,259.60	0.00	\$0.00	0.00	\$0.00	0%	\$644,259.60	\$0.00
330	SUPERPAVE ASPHALTIC CONC. \$244.01 PER TON	44.00	\$10,736.44	0.00	\$0.00	0.00	\$0.00	0%	\$10,736.44	\$0.00
340	CONCRETE CURB & GUTTER, \$15.00 PER LF	9,950.00	\$149,250.00	0.00	\$0.00	0.00	\$0.00	0%	\$149,250.00	\$0.00
350	CONCRETE SIDEWALK/PADS, 4" \$42.50 PER SY	11,793.00	\$501,202.50	0.00	\$0.00	0.00	\$0.00	0%	\$501,202.50	\$0.00
360	CONCRETE DRIVEWAY, 6" \$54.63 PER SY	100.00	\$5,463.00	0.00	\$0.00	0.00	\$0.00	0%	\$5,463.00	\$0.00
370	DETECTABLE WARNINGS \$27.35 PER SF	96.00	\$2,625.60	0.00	\$0.00	0.00	\$0.00	0%	\$2,625.60	\$0.00
380	PERFORMANCE TURF, SEED & \$0.62 PER SY	24,440.00	\$15,152.80	0.00	\$0.00	0.00	\$0.00	0%	\$15,152.80	\$0.00
390	PERFORMANCE TURF, ST. \$0.00 PER SY	41,754.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00	\$0.00
400	PERFORMANCE TURF, BAHIA \$2.17 PER SY	16,738.00	\$36,321.46	0.00	\$0.00	0.00	\$0.00	0%	\$36,321.46	\$0.00
430	DRAINAGE									
440	Endwall 48" & 36" \$18,515.20 PER EA	1.00	\$18,515.20	0.00	\$0.00	0.00	\$0.00	0%	\$18,515.20	\$0.00
	SUB-TOTALS		\$3,702,462.10	\$0.00	\$56,197.10	\$0.00	\$56,197.10	2%	\$3,646,265.00	\$5,619.71

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CONTINUATION PAGE

Page 4 of 7

PROJECT:

221400

APPLICATION #:

1

Becker Road West -Phase 2 - Extension

DATE OF APPLICATION:

12/28/2022

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

12/28/2022

PROJECT #s:

221400

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)	
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
		QTY	\$ AMT							
450	Endwall 36" \$10,229.40 PER EA	\$10,229.40 1.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$10,229.40 1.00	\$0.00	
460	INLETS, CURB, TYPE P-6, < 10' \$8,000.20 PER EA	\$112,002.80 14.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$112,002.80 14.00	\$0.00	
470	INLETS, CURB, TYPE P-6, \$6,238.00 PER EA	\$24,952.00 4.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$24,952.00 4.00	\$0.00	
480	MANHOLE P-8, \$5,765.78 PER EA	\$69,189.36 12.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$69,189.36 12.00	\$0.00	
490	MANHOLE J-8, \$14,208.26 PER EA	\$71,041.30 5.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$71,041.30 5.00	\$0.00	
500	PIPE CULVERT, HPPP, ROUND, \$42.66 PER LF	\$11,944.80 280.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$11,944.80 280.00	\$0.00	
510	PIPE CULVERT, HPPP, ROUND, \$61.26 PER LF	\$39,267.66 641.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$39,267.66 641.00	\$0.00	
520	PIPE CULVERT, HPPP, ROUND, \$75.47 PER LF	\$94,262.03 1,249.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$94,262.03 1,249.00	\$0.00	
530	PIPE CULVERT, HPPP, ROUND, \$123.00 PER LF	\$61,008.00 496.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$61,008.00 496.00	\$0.00	
540	PIPE CULVERT, HPPP, ROUND, \$143.63 PER LF	\$135,155.83 941.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$135,155.83 941.00	\$0.00	
550	PIPE CULVERT, HPPP, ROUND, \$166.28 PER LF	\$9,976.80 60.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$9,976.80 60.00	\$0.00	
560	PIPE CULVERT, HPPP, ROUND, \$227.62 PER LF	\$8,649.56 38.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$8,649.56 38.00	\$0.00	
570	EDGEDRAIN DRAINCRETE, \$22.79 PER LF	\$446,228.20 19,580.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$446,228.20 19,580.00	\$0.00	
580	RIP-RAP RUBBLE, DITCH LINING \$122.15 PER CY	\$14,658.00 120.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$14,658.00 120.00	\$0.00	
610	SIGNING & PAVEMENT MARKING									
620	TEMPORARY BARRIER, F&I, \$104.45 PER LF	\$39,691.00 380.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0%	\$39,691.00 380.00	\$0.00	
	SUB-TOTALS	\$4,850,718.84	\$0.00	\$56,197.10	\$0.00	\$56,197.10	1%	\$4,794,521.74	\$5,619.71	

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PROJECT: 221400  
Becker Road West -Phase 2 - Extension

APPLICATION #: 1  
DATE OF APPLICATION: 12/28/2022  
PERIOD THRU: 12/28/2022  
PROJECT #s: 221400

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					% COMP (G / C)			
630	SINGLE POST SIGN, F&I GM, \$481.30 PER EA	1.00	\$481.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$481.30	\$0.00
640	SINGLE POST SIGN, F&I GM, \$53.48 PER EA	9.00	\$481.32	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$481.32	\$0.00
650	SINGLE POST SIGN, F&I GM, \$322.69 PER EA	22.00	\$7,099.18	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$7,099.18	\$0.00
660	SINGLE POST SIGN, F&I GM, \$240.65 PER EA	2.00	\$481.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$481.30	\$0.00
670	SINGLE POST SIGN, F&I GM, \$481.30 PER EA	1.00	\$481.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$481.30	\$0.00
680	SINGLE POST SIGN, F&I GM, \$240.65 PER EA	2.00	\$481.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$481.30	\$0.00
690	SINGLE POST SIGN, F&I GM, \$240.65 PER EA	2.00	\$481.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$481.30	\$0.00
700	SINGLE POST SIGN, REMOVE \$2.10 PER EA	13.00	\$27.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$27.30	\$0.00
710	RETRO-REFLECTIVE/RAISED \$4.92 PER EA	852.00	\$4,191.84	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$4,191.84	\$0.00
720	THERMOPLASTIC, STANDARD, \$2.19 PER LF	10,280.00	\$22,513.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$22,513.20	\$0.00
730	THERMOPLASTIC, STANDARD, \$1.64 PER LF	935.00	\$1,533.40	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,533.40	\$0.00
740	THERMOPLASTIC, STANDARD, \$3.28 PER LF	1,092.00	\$3,581.76	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$3,581.76	\$0.00
750	THERMOPLASTIC, STANDARD, \$0.93 PER LF	840.00	\$781.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$781.20	\$0.00
760	THERMOPLASTIC, STANDARD, \$164.08 PER EA	2.00	\$328.16	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$328.16	\$0.00
770	THERMOPLASTIC, STANDARD, \$164.08 PER EA	1.00	\$164.08	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$164.08	\$0.00
780	THERMOPLASTIC, STANDARD, \$164.08 PER EA	10.00	\$1,640.80	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$1,640.80	\$0.00
	SUB-TOTALS		\$4,895,467.58	\$0.00	\$56,197.10	\$0.00	\$56,197.10	1%	\$4,839,270.48		\$5,619.71	

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PROJECT:

221400

APPLICATION #:

1

Becker Road West -Phase 2 - Extension

DATE OF APPLICATION:

12/28/2022

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

12/28/2022

PROJECT #s:

221400

A	B	C		D	E	F		G		H	I
		SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)		TOTAL COMPLETED AND STORED (D + E + F)		% COMP (G / C)	RETAINAGE (If Variable)
ITEM #	WORK DESCRIPTION	QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					BALANCE TO COMPLETION (C-G)	
790	THERMOPLASTIC, STANDARD, \$2.19 PER LF	\$24,177.60 11,040.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$24,177.60 11,040.00	\$0.00
800	THERMOPLASTIC, STANDARD, \$0.38 PER LF	\$254.60 670.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$254.60 670.00	\$0.00
810	THERMOPLASTIC, STANDARD, \$3.28 PER LF	\$2,387.84 728.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$2,387.84 728.00	\$0.00
950	UTILITY EXTENSIONS										
960	FIBER OPTIC CABLE (F&I) 96 \$6.56 PER LF	\$22,632.00 3,450.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$22,632.00 3,450.00	\$0.00
970	2" CONDUIT (F&I) (UNDERGRD, \$10.85 PER LF	\$127,487.50 11,750.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$127,487.50 11,750.00	\$0.00
980	PULL & SPLICE BOX (F&I) 13" x \$1,248.10 PER EA	\$9,984.80 8.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$9,984.80 8.00	\$0.00
990	UTILITY PIPE,PVC, F&I, 6" \$39.38 PER LF	\$11,735.24 298.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$11,735.24 298.00	\$0.00
1000	UTILITY PIPE,PVC, F&I, 6" \$39.38 PER LF	\$5,631.34 143.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$5,631.34 143.00	\$0.00
1010	UTILITY PIPE,PVC, F&I, 8" \$55.79 PER LF	\$25,328.66 454.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$25,328.66 454.00	\$0.00
1020	UTILITY PIPE,PVC, F&I, 12" \$94.07 PER LF	\$333,007.80 3,540.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$333,007.80 3,540.00	\$0.00
1030	UTILITY PIPE,PVC, F&I, 12" \$94.07 PER LF	\$324,541.50 3,450.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$324,541.50 3,450.00	\$0.00
1040	UTILITY FITTINGS FOR PVC PIPE \$3,255.35 PER TON	\$6,510.70 2.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$6,510.70 2.00	\$0.00
1050	UTILITY FITTINGS FOR PVC \$5,611.55 PER EA	\$11,223.10 2.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$11,223.10 2.00	\$0.00
1060	UTILITY FIXTURE - VALVE \$2,723.73 PER EA	\$19,066.11 7.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$19,066.11 7.00	\$0.00
1070	UTILITY FIXTURE - VALVE \$495.52 PER EA	\$495.52 1.00		\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	0% 0.00	\$495.52 1.00	\$0.00
	SUB-TOTALS	\$5,819,931.89		\$0.00	\$56,197.10	\$0.00	\$56,197.10	\$56,197.10	1%	\$5,763,734.79	\$5,619.71

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PROJECT: 221400  
Becker Road West -Phase 2 - Extension

APPLICATION #: 1  
DATE OF APPLICATION: 12/28/2022  
PERIOD THRU: 12/28/2022  
PROJECT #s: 221400

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)
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
		QTY	\$ AMT							
1080	UTILITY FIXTURE - VALVE \$6,583.99 PER EA	6.00	\$39,503.94	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$39,503.94	\$0.00
1090	UTILITY FIXTURE - VALVE \$6,156.29 PER EA	9.00	\$55,406.61	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$55,406.61	\$0.00
1100	UTILITY FIXTURE - VALVE \$28,984.23 PER EA	3.00	\$86,952.69	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$86,952.69	\$0.00
1110	UTILITY FIXTURE - VALVE \$2,612.16 PER EA	3.00	\$7,836.48	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,836.48	\$0.00
1120	UTILITY FIXTURE - SAMPLE \$495.52 PER EA	8.00	\$3,964.16	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,964.16	\$0.00
1130	UTILITY FIXTURE - JUMPER \$6,583.99 PER EA	1.00	\$6,583.99	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,583.99	\$0.00
1140	FIRE HYDRANT ASSEMBLY \$6,156.29 PER EA	6.00	\$36,937.74	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$36,937.74	\$0.00

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**AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG THE PORT ST. LUCIE COMMUNITY  
REDEVELOPMENT AGENCY, THE CITY OF PORT ST. LUCIE, AND THE SOUTHERN GROVE  
COMMUNITY DEVELOPMENT DISTRICT NO. 1**

**THIS AMENDED AND RESTATED AGREEMENT** ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_, 2023, by and among the PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY ("Agency"), an agency of the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida ("City"), the City, and the SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, a community development district created pursuant to the provisions of Chapter 190, Florida Statutes ("District No. 1"), and amends and restates in its entirety that certain Interlocal Agreement among the Agency, the City, and District No. 1 dated as of April 28, 2014, and recorded in Official Records Book 3628, Pages 2887-2900, of the Public Records of St. Lucie County, Florida ("Redevelopment Interlocal Agreement").

**PRELIMINARY STATEMENT**

**The Community Redevelopment Agency.**

A. By Resolution No. 01-R2, adopted on January 22, 2001, the City Council of the City ("City Council") determined that one or more blighted areas exist within the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

B. By Ordinance No. 01-01, enacted on February 12, 2001, the City Council created the Agency.

C. By Resolution No. 01-R27, adopted on June 11, 2001, the City Council adopted a community redevelopment plan ("Plan") for the community redevelopment area as described in that Resolution ("Original Redevelopment Area").

D. By Ordinance No. 01-23 enacted on June 11, 2001, the City Council established a redevelopment trust fund ("Trust Fund") for the Original Redevelopment Area, as provided in Section 163.387, Florida Statutes.

E. By Resolution No. 03-R30, adopted on April 14, 2003, the City Council determined that an additional blighted area commonly known as "Lentz Grove," existed within the City, and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

F. By Resolution No. 03-R31, adopted on April 14, 2003, the City Council adopted an amendment to the Plan for the Lentz Grove Area.

G. By Ordinance No. 03-76, enacted on April 14, 2003, the City Council amended the Trust Fund to provide for the additional funding of the CRA Trust Fund for community redevelopment within

the Lentz Grove Area.

H. By Resolution No. 06-R18, adopted on March 13, 2006, the City Council determined that an additional blighted area commonly known as the "CRA Expansion Area" existed within the City, and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

I. By Resolution No. 06-R102, adopted on November 20, 2006, the City Council adopted an amendment to the Plan for the CRA Expansion Area

J. By Ordinance No. 07-114, enacted on August 13, 2007, the City Council amended the Trust Fund to provide for the additional funding of the Trust Fund for community redevelopment within the CRA Expansion Area.

K. By Resolution No. 11-R50, adopted on August 29, 2011, the City Council determined that an additional blighted area commonly known as "Southern Grove" existed within the City, and that the rehabilitation, conservation, or redevelopment or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

L. By Resolution No. 12-R65, adopted on June 25, 2012, the City Council adopted an amendment to the Plan to provide a guide for redevelopment within Southern Grove, including provision for development incentive payments.

M. By Ordinance No. 12-30, enacted on June 25, 2012, the City Council amended the CRA Trust Fund to provide for the additional funding of the Trust Fund for community redevelopment within Southern Grove.

N. By Resolution No. 13-R153, adopted on February 10, 2014, the City Council adopted a further amendment to the Plan and guide for redevelopment within Southern Grove.

O. The City Council and the Agency approved the Redevelopment Interlocal Agreement among the Agency, the City, and District No. 1 to assist in executing the Plan for Southern Grove.

P. On \_\_\_\_\_, 2023, the City Council and the Agency held public hearings to consider amending and restating the Redevelopment Interlocal Agreement and the comments upon the record made at said public hearings and afforded all interested persons an opportunity to be heard.

### **The Southern Grove Community Development Districts.**

Q. District No. 1, Southern Grove Community Development District No. 2, ("District No. 2"), Southern Grove Community Development District No. 3 ("District No. 3"), Southern Grove Community Development District No. 4 ("District No. 4"), Southern Grove Community Development District No. 5 ("District No. 5"), and Southern Grove Community Development District No. 6 ("District No. 6"), Southern Grove Community Development District No. 7 ("District No. 7"), Southern Grove

Community Development District No. 8 ("District No. 8"), Southern Grove Community Development District No. 9 ("District No. 9"), and Southern Grove Community Development District No. 10 ("District No. 10" and, collectively with District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8, and District No. 9, the "Districts"), have been duly established as community development districts under Chapter 190, Florida Statutes, by Ordinance Nos. 07-33, 07-34, 07-35, 07-36, 07-37, 07-38, 22-96, 22-97, 22-98, and 22-99, respectively, each enacted by the City Council on April 9, 2007, and November 14, 2022.

R. To facilitate the financing, construction, acquisition, operation, and maintenance of community-wide infrastructure for the mixed use development of regional impact currently known as Southern Grove, that is located within the Districts, and to better assure compliance with the development order pertaining to Southern Grove as it relates to such community infrastructure, the Districts have entered into or joined a Second Amended and Restated District Development Interlocal Agreement dated as of July 9, 2013, and recorded at Official Records Book 3539, Page 672, of the Public Records of St. Lucie County, Florida ("District Interlocal Agreement").

S. Pursuant to the District Interlocal Agreement, the Districts have delegated to the Issuer and the Administration District (as such terms are defined in the District Interlocal Agreement), as applicable, the power and authority to act on behalf of all the Districts to finance, acquire, construct, operate, and maintain Community Infrastructure (as defined in the District Interlocal Agreement) serving all of the Districts, and to operate and maintain certain District Infrastructure (as defined in the District Interlocal Agreement), including but not limited to the power to levy, collect, and enforce non-ad valorem assessments for the purposes of paying the Public Infrastructure Indebtedness (as defined in the District Interlocal Agreement) and the costs of maintaining the Community Infrastructure and certain District Infrastructure.

T. In accordance with the District Interlocal Agreement, the Districts have delegated to the Administration District the authority to levy and collect non-ad valorem assessments upon benefitting real property within the boundaries of the Districts for the purposes of paying the Public Infrastructure Indebtedness and the costs of maintaining the Community Infrastructure and certain District Infrastructure.

U. Pursuant to the District Interlocal Agreement, the Districts have designated District No. 1 as the initial Administration District.

#### **The SAD; District No. 1 to Assist in Executing the Plan for Southern Grove.**

V. The City has established the Southwest Annexation Special Assessment District No. 1 ("SAD") to levy special assessments ("SAD Assessments") to fund the costs of a City infrastructure project ("SAD Project") benefitting the lands within Southern Grove.

W. The exterior boundaries of Southern Grove, as identified in the City's Resolution Nos. 11-RS0 and 12-R65, are coterminous with the exterior boundaries of the SAD and the exterior boundaries of the Districts.

X. The amendment to the Plan adopted by Resolution No. 12-R65, as implemented through Ordinance No. 12-30, provides that tax increment revenue from a portion of the incremental increase in ad valorem taxes levied within Southern Grove shall be paid into the Trust Fund for community redevelopment within Southern Grove.

Y. The amendment to the Plan adopted by Resolution No. 12-R65 also recognized that paying a portion of the SAD Assessments for desired development is an appropriate incentive program and use for Trust Fund tax increment revenue generated within Southern Grove.

Z. The City, the Agency, and District No. 1 have determined that during the term of this Agreement District No. 1 should assist the Agency in executing the Plan within Southern Grove by administering a portion of an incentive program to promote and encourage job and job corridor creation, all in the manner set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and promises contained herein, the parties agree as follows:

**1. Recitations; Authority.**

a. The recitations and findings set forth in the above Preliminary Statement are true and correct and are incorporated by reference.

b. This Agreement is entered pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes.

**2. Definitions.** Except as otherwise provided, as used in this Agreement, the following terms shall have the meanings set forth below:

"Annual Credit Amount" shall mean, in any given fiscal year, the lesser of (a) the total of (i) the Transferred Revenue received by the Agency with respect to a parcel of Qualified Property for the immediately preceding fiscal year plus (ii) any Excess Revenue Allocation for such parcel, or (b) either (i) the annual SAD Assessment levied on and paid for such parcel for the current fiscal year, or (ii) if the entire SAD Assessment on such parcel has been pre-paid in full, the amount that would have been levied as an annual assessment but for the prepayment.

"Excess Revenue" shall mean, in any given fiscal year, (a) for a parcel of Qualified Property, the amount, if any, by which the Transferred Revenue received by the Agency during the immediately preceding fiscal year exceeds the annual SAD Assessment on such parcel for the current fiscal year, and (b) for a parcel of Other Property, all Transferred Revenue received by the Agency during the immediately preceding fiscal year.

"Excess Revenue Allocation" shall mean, in any given year, that portion of the Excess Revenue that is allocated to the Annual Credit Amount for a parcel of Qualified Property in the manner provided in this Agreement.

"Final Plat" shall mean "final plat" as defined the Port St. Lucie Subdivision Regulations, as set forth in Chapter 156 of Title XV of the Code of Ordinances of the City.

"Increment Revenue" shall mean the amount calculated annually pursuant to Section 163.387(1), Florida Statutes, and received by the City for any parcel of taxable property within Southern Grove.

"Other Property" shall mean any parcel of Southern Grove Property that is not Qualified Property.

"Qualified Property" shall mean any parcel of Southern Grove Property that is subject to the SAD Assessments and for which: i) the annual SAD Assessment levied on the parcel has been paid for such parcel for the current and prior fiscal years, or if the entire SAD Assessment on such parcel has been pre-paid in full, ii) a Final Plat has been approved by the City and recorded in the public records of St. Lucie County, Florida, during the term of this Agreement, and iii) construction plans associated with the Final Plat have been approved by the City.

"Plan Payment" shall mean a payment to the owner of record listed on the tax roll for the current fiscal year for a parcel of Qualified Property of: (a) all or any portion of the Transferred Revenue received by the Agency with respect to such parcel, and (b) any Excess Revenue Allocation for such parcel. As provided in Section 3.a.(iii) of this Agreement, the Plan Payment for a parcel of Qualified Property shall be in an amount equal to, but in no event in excess of, the Annual Credit Amount for such parcel.

"Retained Revenue" shall mean, for any parcel of Southern Grove Property, that portion of the Increment Revenue retained by the City after depositing the Transferred Revenue into the Trust Fund as provided in this Agreement. Retained Revenue shall be equal to the Increment Revenue less the Transferred Revenue.

"Southern Grove Property" shall mean all taxable property within Southern Grove Community Redevelopment Area.

"Transferred Revenue" shall mean, for any parcel of Southern Grove Property, that portion of the Increment Revenue received by the City and deposited into the Trust Fund in accordance with this Agreement. Subject to revision as provided in Section 5.b. of this Agreement, Transferred Revenue shall be equal to ninety percent (90%) of Increment Revenue for any parcel of taxable property within Southern Grove.

"Transferred Revenue Shortfall" shall mean, for any parcel of Qualified Property, the amount by which the Transferred Revenue received with respect to such parcel is exceeded by the SAD Assessment on such parcel for the current fiscal year.

"Trust Fund" shall mean the redevelopment trust fund established by the City pursuant to Section 163.387, Florida Statutes, for the redevelopment area identified in the Plan, as amended.

**3. Execution of Plan for Southern Grove--City and Agency Responsibilities.**

a. By execution of this Agreement, the City and the Agency find and determine as follows:

- (i) Construction and development on any parcel of Qualified Property constitutes "desired development" within the meaning of the Plan for Southern Grove, will eliminate and prevent the development of blight within Southern Grove and will rehabilitate and conserve the area.
- (ii) Provision in the manner described in this Agreement for Plan Payments to the owners of parcels of Qualified Property will eliminate and prevent the development of blight within Southern Grove and will rehabilitate and conserve the area. Such Plan Payments constitute the primary authorized incentive program under the Plan for Southern Grove ("Primary Program").
- (iii) Under the Primary Program, the authorized incentive for each parcel of Qualified Property shall be Plan Payments in an amount equal to, but in no event in excess of, the Annual Credit Amount for such parcel.
- (iv) The projects identified in the attached Exhibit A will eliminate and prevent the development of blight within Southern Grove, and will rehabilitate and conserve the area. Such projects constitute the secondary authorized incentive program under the Plan for Southern Grove ("Secondary Program").
- (v) If any Excess Revenue remains following allocation for Plan Payments under the Primary Program, the Agency is authorized to undertake one or more of the projects identified in the Secondary Program. Notwithstanding, all Transferred Revenue must be spent in accordance with section 163.287, Florida Statutes and section 163.370, Florida Statutes, as they may be amended from time to time.

b. Upon this Agreement becoming effective, and thereafter during its entire term, the City and the Agency shall:

- (i) Maintain the Transferred Revenue in its Trust Fund (notwithstanding that the District will calculate the rebate for each Qualified Property as provided in Section 4 of this Agreement).
- (ii) The City shall maintain the Transferred Revenue.

- (iii) Take such actions as may be necessary to provide that each fiscal year within five (5) business days of receipt and deposit into the Trust Fund of any Increment Revenue collected with respect to Southern Grove Property, the Agency shall provide written notice to the District No. 1 of the Transferred Revenue on deposit and available for expenditure in accordance with this Agreement. The notice shall also include the annual tax increment millage rate to be used in the summary report and credit calculations produced by the District pursuant to Section 4 of this Agreement.
- (iv) Within twenty (20) business days of receiving the summary report from the District No. 1 as provided in Section 4.a.(i) of this Agreement, provide written notice of acceptance of the summary report or rejection with comments.
- (v) Within thirty (30) business days of acceptance of the summary report from the District No. 1 as provided in Section 4.a.(i) of this Agreement, but no later than June 30<sup>th</sup> of each fiscal year, the Agency shall remit the corresponding Plan Payment to the owner of each Qualified Property for which Transferred Revenue was received, less any Excess Revenue Allocation for such parcel, as identified in the summary report.
- (vi) If, after making all Excess Revenue Allocation payments to the owners of eligible Qualified Property there remains any additional Excess Revenue (that is, if all Transferred Revenue Shortfalls have been paid by Excess Revenue Allocations), such additional Excess Revenue may be expended by the Agency on a Secondary Program project in the manner provided in Section 3.b.(vi), or may be carried forward for no more than two (2) fiscal years for expenditure as provided in this Agreement.
- (vii) As provided in Section 3.a.(iii) of this Agreement, the Plan Payment for a parcel of Qualified Property, including any Excess Revenue Allocation, shall be in an amount equal to, but in no event in excess of, the Annual Credit Amount for such parcel.
- (viii) Expend any Excess Revenue deposited in the Trust Account only in strict compliance with (A) the Excess Revenue Allocation provisions set forth in Section 4.a.(iii) of this Agreement, or (B) the Secondary Program project provisions set forth in this Agreement.
- (ix) Within five (5) business days of the end of each fiscal year, provide to the District No. 1 summary reports of (A) the Plan Payments made, (B) any Excess Revenue retained in or expended from the Trust Account, and (C) the adopted annual assessment roll for next fiscal year for the SW Annexation Special Assessment District No. 1 ("SW SAD").



- (x) Within ten (10) business days of the end of each fiscal year, and solely from the Retained Revenue, reimburse District No. 1 its actual cost of performing its Plan responsibilities under this Agreement for such fiscal year.

**4. Execution of Plan for Southern Grove-District No. 1 Responsibilities.**

a. Each fiscal year during the term of this Agreement, District No. 1 shall:

- (i) Within forty-five (45) business days of receiving written notice from the Agency remit summary report detailing the Plan Payment payable to the owner of each parcel of Qualified Property for which Transferred Revenue is available, less any Excess Revenue Allocation for such parcel to the City and Agency.

- (ii) The summary report shall also determine the total Excess Revenue available, if any, and the Excess Revenue Allocation for each parcel of Qualified Property for which there is a Transferred Revenue Shortfall, as follows:

- (A) Any parcel of Qualified Property for which there is a Transferred Revenue Shortfall shall be eligible for an Excess Revenue Allocation.

- (B) The Excess Revenue Allocation for each such parcel shall be an amount calculated in accordance with the following formula:

$$ERAP = (TRSP \div TRST) \times ERT$$

where:

ERAP = the Excess Revenue Allocation for parcel P

TRSP = the Transferred Revenue Shortfall for parcel p

TRST = the total Transferred Revenue Shortfall for all Qualified Property

ERT = the total Excess Revenue received by the Agency

- (iii) Simultaneously with provision of the summary report described in Section 4.a.(i) of this Agreement, District No. 1 shall provide verification of all costs incurred in performing its Plan responsibilities for the corresponding fiscal year.

**5. Miscellaneous Provisions.**

a. Term. The term of this Agreement shall commence upon the effective date as defined in Section 5.m and, unless earlier extended or terminated, shall terminate on September 30, 2042.

b. Termination. This Agreement may be terminated (i) by the City or the Agency upon the failure of District No. 1 to cure, or to be actively taking steps to cure, any default in its obligations hereunder within ninety (90) days following receipt of written notice from the City or the Agency specifying the default and describing the steps required to be taken to remedy such default, (ii) by District No. 1 upon the failure of the City and the Agency timely to make the determinations set forth in Section 3.b.(i) through 3.b.(iv), or (iii) upon the written consent of the parties. If administrative expenses incurred by the City and/or the Agency increase, or if costs incurred by District No. 1 in performing its Plan responsibilities increase, the City and the Agency may reduce the Transferred Revenue by the amount required to cover such increases by written notice to District No. 1 provided not later than June 30<sup>th</sup> of the fiscal year in which such change is to occur.

c. Payment of Increment Revenue Following Termination. In the event this Agreement is terminated during any period that SAD Assessments remain in effect, then until the final collection, extinguishment, or other termination of all SAD Assessments, the City and the Agency shall take such action as may be required to assure the continuation of Plan Payments to each owner of a parcel of Qualified Property, calculated annually as provided in the Primary Program as described in Sections 3.a.(iii) and 3.b.(v) of this Agreement. Plan Payments following termination may increase above the levels paid as of the termination date of this Agreement, but, as provided in Section 3.a.(iii), the Plan Payments for a parcel of Qualified Property, including any Excess Revenue Allocation, shall in no event exceed the Annual Credit Amount for such parcel.

d. Resolution of Disputes. Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

e. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and receipted for or sent by registered United States mail, return receipt requested, addressed to the applicable party as follows:

To the City and the Agency:

City Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

City Attorney  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

Director  
Community Redevelopment Agency  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

City Clerk  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

To District No. 1:

Southern Grove Community Development District No. 1  
c/o Special District Services Inc.  
2501 A Burns Road  
Palm Beach Gardens, FL 33410  
Attention: District Manager

Mattamy Palm Beach LLC  
2500 Quantum Lakes Drive, Suite 215  
Boynton Beach, FL 33426  
Attention: Tony Palumbo, Vice President

Daniel B. Harrell, Esq.  
Gonano & Harrell  
1600 S. Fed. Hwy., Suite 200  
Fort Pierce, Florida 34950

Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Agreement are to be sent.

f. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed, and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. No amendment to this Agreement shall be binding unless in writing and executed by both parties.

g. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

h. Cooperation. Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed nor withheld.

i. Rights Cumulative. All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

j. Beneficiaries. This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement

k. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of

this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

l. Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

m. Effective Date. This Agreement shall be deemed effective as of the date of filing with the Clerk of the Circuit Court as provided in Section 5.l.

*[Signatures on following pages]*

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates appearing under each signature, through the City Council as Agency Board for the Agency, through the City Counsel for the City and through the Board of Supervisors for District No. 1, each signing by and through its duly authorized representative.

ATTEST:

\_\_\_\_\_  
City Clerk

**PORT ST. LUCIE COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Shannon M. Martin, Chair

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS

By: \_\_\_\_\_  
City Attorney

**CITY OF PORT ST. LUCIE**

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS

By: \_\_\_\_\_  
City Attorney

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 1**

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Frank Covelli, Chair

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS

By: \_\_\_\_\_  
Attorney for District No. 1

## **EXHIBIT "A"**

### **APPROVED SECONDARY PROGRAM PROJECTS**

Upon satisfaction of all conditions set forth in Section 3.a.(v) of this Agreement, the Agency may undertake one or more of the following as authorized incentive projects under the Plan for Southern Grove --- Secondary Program. Authorized SecondaryProgram projects are limited to:

1. "The Tradition Trail" project, described as a Specific Initiative in Resolution No. 12-R65 of the City, adopting an amendment to the Plan for Southern Grove, and depicted as a multipurpose path on Exhibit B-2 of Exhibit 1 of Resolution No. 14-R19 of the City, amending the development order for the Southern Grove Development of Regional Impact, and Figure 8 of Resolution No. 13-R153 of the City, further amending the Plan for Southern Grove, including any portion of such project as agreed by the City and the Agency
2. Any streetscape project, beautification project, recreational project, or other amenity that has received development approval from the City as consistent with the Master Development Plan for the Southern Grove Development of Regional Impact and consistent with the Plan for Southern Grove.
3. Any "Required Access Road Improvements" project identified in Table 1 of Exhibit 1. to Resolution No. 14-R19 of the City, amending and restating the Development Order for the Southern Grove Development of Regional Impact and consistent with the Plan for Southern Grove.
4. Any "Required Road Improvements" project identified in Table 2 of Exhibit 1 to Resolution No. 14-R19 of the City, amending and restating the Development Order for the Southern Grove Development of Regional Impact and consistent with the Plan for Southern Grove.

Notwithstanding, all Transferred Revenue must be spent in accordance with section 163.287, Florida Statutes and section 163.370, Florida Statutes, as they may be amended from time to time.

# Financial Report (Under Separate Cover)

