

# SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10

# PORT ST. LUCIE REGULAR BOARD MEETING MARCH 1, 2023 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 www.southerngrovecdd7.org www.southerngrovecdd8.org www.southerngrovecdd8.org www.southerngrovecdd9.org www.southerngrovecdd10.org

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# AGENDA SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-10 **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** March 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 February 1<sup>st</sup>, 2023, Regular Board Meeting Minutes......Page 2
- 2. Approve and Ratify Centerline Services Contract for the D-08 Canal Drainage Connection....Page 6

#### **G.** Old Business

#### **H.** New Business

I.

J.

1.	Consider Proposal for Cost Sharing Agreement; Professional Consultant Services For Stormwater Fee Remittance Methodology Review	Page 12
2.	Consider Resolution No. 2023-01 for District Nos. 7-10; Adopting Fiscal Year 2022-2023 Annual Meeting Schedule.	Page 25
Au	ditor Selection Committee	
1.	Ranking of Proposals/Consider Selection of an Auditor	Page 27
Ad	Iministrative Matters	
1.	Manager's Report	

- 2. Attorney's Report
- 3. Engineer's Report
- 4. Financial Report.....Page 71
- 5. Founder's Report
- K. Board Member Comments
- L. 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

# 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 <u>OR</u> Join Zoom Meeting: <u>https://us02web.zoom.us/j/3341025011</u> Meeting ID: 334 102 5011 REGULAR BOARD MEETING February 1<sup>st</sup>, 2023 10:30 a.m.

# A. CALL TO ORDER

The Regular Board Meeting of the Southern Grove Community Development District No's. 1-10 of February 1<sup>st</sup>, 2023, was called to order at 10:37 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>, 2022, 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 1-10		
Chairman/ Supervisor	Frank Covelli: #1,2,3,4,5,6,9	Present
Supervisor / Vice Chair	Tiffany Lewis #1,2,3,4,6,9	Present
Supervisor / Vice Chair	Steven Dassa: #1,2,3,5,9	Absent
Supervisor / Vice Chair	Tyler Gaffney: #1,2,5,9	Present
Supervisor / Vice Chair	David Graham: #3,4,5,6,7,8,10	Absent
Supervisor	Stephen Okiye: #4,7,8,10	Absent
Supervisor	Tara Toto: #1,2,9	Present
Supervisor	Norm Ytkin: #6	Present
Chairman/Supervisor	Jennifer Davis: #3,4,5,6,7,8,10	Present
Supervisor	Amy Eason: #7,8,10	Present
Supervisor	Jeff Greenwalt: #7,8,10	Present

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 Engineer	Kelly Cranford	Culpepper and Terpening

Also present via Zoom were: District Manager - Andrew Karmeris with Special District Services, Inc.

Present: Glen Torcivia and Susan Garrett with Torcivia, Donlon, Goddeau & Rubin, P.A.; Tony Palumbo with Mattamy Homes. (See attached sign-in sheet)

# D. ADDITIONS OR DELETIONS TO THE AGENDA

- 1. (H-3/New Business) WA #19-144-122.2; Shoppes at the Heart of Tradition
- 2. (H-4/New Business) WA #19-144-122.3; The Heart of Tradition
- 3. (H-5/New Business) WA #19-144-198; Eden at Tradition
- 4. (H-6/New Business) WA #19-144-199; Farrell South Grove Self Storage and Commercial
- 5. (H-7/New Business) WA #19-144-200; Anglo Retail
- 6. (H-8/New Business) Nomination to District No. 6/Seat No. 3

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Approve the agenda as Amended.

# E. COMMENTS FROM THE PUBLIC

There were no comments from the public.

# F. CONSENT ITEMS

# 1. December 7, 2022, Organizational Meeting and Regular Board Meeting

Minutes of the December 7, 2022, Organizational Meeting and Regular Board Meeting

#### 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

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Ms. Lewis, 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. 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.

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Approve the 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.

# 2. Discussion of Stormwater Nutrient Loads

Ms. Eason, with the City of Port St. Lucie, discussed how the CDD's stormwaters are located within the St. Lucie Estuary and is concerned about any pollutants getting into the stormwater system. She would like the District Engineer to be included in the stormwater plans for these areas. Ms. Cranford will investigate the entire development to make sure all standards are being met and present her findings to the Board.

# 3. WA #19-144-122.2; Shoppes at the Heart of Tradition

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Approve WA #19-144-122.2.

# 4. WA #19-144-122.3; The Heart of Tradition

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Approve WA #19-144-122.3.

# 5. WA #19-144-198; Eden at Tradition

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Approve WA #19-144-198.

# 6. WA #19-144-199; Farrell Southern Grove Self Storage and Commercial

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Approve WA #19-144-199.

# 7. WA #19-144-200; Anglo Retail

A **Motion** was made by CDD No. 1 Mr. Covelli, seconded by Mr. Gaffney and passed unanimously by CDD No. 1 to Approve WA #19-144-200.

# 8. Appointment to Vacant Board Seat – District No. 6/Seat No. 3

A **Motion** was made by CDD No. 6 Mr. Ytkin, seconded by Mr. Covell and passed unanimously by CDD No. 6 to Appoint Mr. David Rouleau.

# I. ADMINISTRATIVE MATTERS

# 1. Manager's Report

Mr. Sakuma noted that the Town Hall will be closed for renovations from May 1<sup>st</sup> until Oct 1<sup>st</sup>.

# 2. Attorney's Report

Mr. Harrell introduced the new CDD Attorney, Mr. Glen Torcivia and Ms. Susan Garrett with Torcivia, Donlon, Goddeau & Rubin, P.A

# 3. Engineer's Report

Ms. Cranford had no additional items to note.

# 4. Financial Report

Mr. Karmeris is available for any questions.

# 5. Founder's Report

No Founder's report was offered.

# J. BOARD MEMBER COMMENTS

Mr. Sakuma gave an update on the next Landowners' meeting.

There were no Board comments.

# K. ADJORNMENT

There being no further business to come before the Board, Ms. Covelli adjourned the meeting at 10:57a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Signature

Print Signature

#### Services Contract

This Contract entered into this <u>10th</u> day of <u>February</u>, 2023, is between Centerline, Inc. ("Independent Contractor"), and Southern Grove Community Development District No. 1 ("District").

I. Duties of Independent Contractor: The Independent Contractor shall furnish the equipment and perform the labor necessary for installation of 48" HP Storm Pipe, 48" CAP Outfall Pipe and 48" Outfall Adapter more fully described in attached Exhibit A, in the Southern Grove Community Development District Nos. 1-10 in Port St. Lucie.

**II.** Term; Entire Agreement: This Contract will be for a period of 12 months, commencing on the date entered into and ending on or before January 31, 2024, 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 \$72,324.91 per year in accordance with the terms described in Exhibit A. 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. Independent Contractor shall not be deemed to be an agent of the District within the meaning or scope of Florida Statute §768.28(9) and shall not be deemed exempt from responsibility or liability for claims or damages resulting from the Independent Contractor's actions or failure to act under the terms and provisions of this Contract.

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) <u>Work Standard</u>. Work shall be performed professionally in accordance with generally accepted standards of the trade or business.
- (b) Insurance. Independent Contractor shall provide certificate(s) of the following contractually required insurance coverages and policies to be maintained in full force and effect by the Independent Contractor in the coverage amounts set forth above, throughout the term of this Contract, and including any extensions thereof. All such policies and certificates shall also contain a waiver of subrogation in favor of the District and the District Manager and shall also name the District and the District Manager, including affiliates, officers, employees, agents and volunteers, as additional insureds under such insurance policies on a primary and non-contributory coverage basis, under the following required coverages: (1) commercial general liability insurance with minimum coverage limits applicable to bodily injury (and property damage) in the coverage limit of at least \$1,000,000 per person and \$2,000,000 per occurrence together with an excess umbrella liability policy in the coverage limits of at least \$5,000,000, excess over required underlying coverages. Such insurance policies shall also provide an endorsement deleting any policy coverage exclusion relating to the "insured's work" or similar exclusion purporting to exclude bodily injury or property damage arising out of the work or services to be performed by Independent Contractor hereunder; (2) auto liability insurance coverage (minimum coverage amount of \$1,000,000 Any Auto; Symbol 1), together with an excess umbrella liability policy in the coverage limit of at least \$5,000,000, excess over required underlying coverage; (3) workers compensation and employers' liability insurance coverage for all employees and subcontractors of the Independent Contractor as follows: (i) coverage A workers compensation statutory benefits; (ii) Employers' Liability (Coverage B) - \$500,000 coverage limit for each accident.
- (c) <u>Reimbursement for Negligent Property Damage</u>. In addition to the insurance requirements of this Agreement, Independent Contractor shall reimburse the District for damages by Independent Contractor to any and all personal and/or real property due to negligence of the Independent Contractor.
- (d) <u>Time of the Essence</u>. The Independent Contractor recognizes that time is of the essence due to the specialized single purpose of the District.
- (e) <u>Disputes; Interpretation; Opportunity to Consult Counsel; Venue</u>. 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 attorneys' 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) <u>Alternate Services if Breach</u>. 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.
- Indemnification. In addition to the insurance requirements of subsection (b) (g) above, Independent Contractor also agrees forever to indemnify, defend 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. The Independent Contractor shall also cause the above indemnification obligations to be confirmed, by insurance policy endorsement, as liabilities and obligations of the Independent Contractor which are covered as insured obligations under the insurance coverage requirements set forth in subsection (b) above.
- (h) <u>Severability.</u> 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) <u>Waiver</u>. 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, condition or provision of this Contract to the contrary, the District, and also including the District Manager, and its employees, who are agreed to be acting as statutory agents of the District, pursuant to Florida Statute §768.28(9) and who intends to avail themselves, whether individually or collectively, 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, other than, and with the specific exception of the District Manager, and its employees, all of whom are confirmed to be statutory agents of the District and who are specifically and affirmatively intended as beneficiaries of this Agreement and of the sovereign immunity provisions of Florida Statute Section 768.28(9), 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, or by its District Manager, to be sued by third parties in any manner arising out of any contract, and including any claim or cause of action for damages to the extent that such matters are included within the sovereign immunity provisions of §768.28, Florida Statutes and, specifically including, but not limited to §768.28(9), Florida Statutes.
- (k) <u>Execution; Successors and Assigns</u>. 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) <u>Verification of Employment Status</u>. 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 or an affidavit stating that the subcontractor does no 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) <u>Public Records.</u> 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) 453-0975 bsakuma@sdsinc.org By: \_\_\_\_\_\_\_ Title: Chairman

Date: 2/10/23

**Centerline, Inc. 2180 SW Poma Dr** Palm City, FL 34990 Tel: (561) 689-3917 Fax: (561) 689-0017 Brian@centerlineinc.com

By:

Title: PROJECT MANAGER, SECRETAR Date:

# Exhibit A

# Centerline, Inc.

2180 SW Poma Drive \* Palm City, FL. 34990 \* Phone (561) 689.3917 \* Fax (561) 689.0017

#### DATE: 2/3/2023

**TO:** Southern Grove CDD 1 c/o Special District Services Inc. 2501A Burns Rd. Palm Beach Garden FL. 33410

#### ATTN: Frank Sakuma

RE: Southern Groves 4C (Kenley)

#### **D-08 CANAL DRAINAGE CONNECTION**

48" HP Storm Pipe 48" CAP Outfall Pipe (includes Rip Rap)	199.0			
48" HP Storm Pipe	199.0			
48" CAP Outfall Pine (includes Rin Ran)		LF	\$276.59	\$55,041.4
	20.0	LF	\$486.60	\$9,732.0
48" Outfall Adapter	1.0	EA	\$6,051.50	\$6,051.5
Mobilization	1.0	LS	\$1,500.00	\$1,500.0
TOTAL				\$72,324.9
				Image: section of the section of th

#### COST SHARING AGREEMENT—PROFESSIONAL CONSULTING SERVICES FOR STORMWATER FEE REMITTANCE METHODOLOGY REVIEW

THIS COST SHARING AGREEMENT ("Agreement") is entered into as of March , 2023, by and among SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, a community development district established in accordance with Chapter 190, Florida Statutes, acting for itself and on behalf of each of the "Other Districts" as defined in that certain Second Amended and Restated District Development Interlocal Agreement amended and restated as of July 9, 2013, and recorded in Official Records Book 3539, Pages 672-713, of the Public Records of St. Lucie County, Florida, as amended ("SGCDD1"), ST. LUCIE WEST SERVICES DISTRICT, a community development district established in accordance with Chapter 190, Florida Statutes ("SLWSD"), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1, a community development district established in accordance with Chapter 190, Florida Statutes, acting for itself and on behalf of each of the other "Districts," as defined in that certain Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, and recorded in Official Records Book 2983, Page 1074, of the Public Records of St. Lucie County, Florida, as amended ("TCDD1"), and VERANO #5 COMMUNITY DEVELOPMENT DISTRICT, a community development district established in accordance with Chapter 190, Florida Statutes, acting for itself and on behalf of each of the "Other Districts" as defined in that certain Amended and Restated District Interlocal Agreement dated April 9, 2015, and recorded at Official Records Book 3733, Pages 2535-2556, of the Public Records of St. Lucie County, Florida, as amended and supplemented ("VCDD5" and, together with Southern Grove, SLWSD, and Tradition, the "Districts").

#### RECITALS

The parties have made the following determinations:

A. The lands within the boundaries of: (1) SGCDD1 and its affiliated Other Districts comprise the mixed-use development of regional impact ("DRI") known as "Southern Grove"; (2) SLWSD comprises the mixed use DRI known as "St. Lucie West"; (3) TCDD1 and its affiliated Districts comprise the mixed-use DRIs known as "Tradition" and "Western Grove"; and (4) VCDD5 and its affiliated Other Districts comprise the mixed-use DRI known as "Verano" (each a "Development" and collectively the "Developments").

B. The lands within the boundaries of each of the Districts lie wholly within the jurisdictional limits of the City of Port St. Lucie, a municipal corporation of the State of Florida ("City").

C. To fund the cost of operating and maintaining a stormwater management system throughout its municipal limits ("City Stormwater System"), the City has established by ordinance a stormwater utility fee that is levied upon real property benefitted by the City Stormwater System ("Stormwater Fee").

D. The City collects Stormwater Fees using the uniform method for the levy, collection, and enforcement of non-ad valorem assessments as set forth in Section 197.3632, Florida Statutes.

E. In accordance with the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, each of the Districts has entered into an interlocal agreement with the City (each a "Stormwater Agreement") whereby the respective District has agreed to maintain and operate that portion of the City Stormwater System lying within the boundaries of such District (each a "District Stormwater System," including, with respect to Southern Grove, Tradition, and Verano, lands within the boundaries of its affiliated Other Districts) in exchange for a portion of the Stormwater Fees collected from assessable properties lying within the boundaries of such District's Development, and the City has agreed to share the funds so generated so long as all such shared funds ("Shared Stormwater Revenue") are used solely and exclusively for the maintenance, construction, and administration of the respective District Stormwater System and not for any other purpose.

F. The City has commenced an evaluation of the Stormwater Agreements ("Stormwater Fee Evaluation") with the expressed indication that such evaluation may result in modification of the Stormwater Agreements and a substantial reduction in the Shared Stormwater Revenue received by each of the Districts.

G. For each of the Districts, the costs to maintain, operate, and administer that portion of the City Stormwater System that comprises its respective District Stormwater System exceeds the Shared Stormwater Revenue received from the City; each District therefore levies an operating and maintenance assessment a large portion of which funds the shortfall in revenue required to maintain, operate, and administer its respective District Stormwater System.

H. Each of the Districts has a substantial interest in assuring that any modification of its respective Stormwater Agreement with the City does not result in a reduction, and in fact should result in an increase, in the Shared Stormwater Revenue that it receives.

I. SGCDD1 has received from Ryper Water Analytics ("Analyst") a proposal ("Proposal") for professional consulting services to review all of the Districts' Shared Stormwater Revenue receipts and expenditures, the Districts' related supplemental funding of District Stormwater System maintenance, operating, and administrative costs, and the results of the City's Stormwater Fee Evaluation; a copy of the Proposal is attached to this Agreement as Exhibit A.

**NOW, THEREFORE,** in consideration of the mutual advantages accruing to the parties, SGCDD1, SLWSD, TCDD1, and VCDD5 agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated by reference into this Agreement.

2. Authority and Responsibility of SGCDD1. SGCDD1 (a) is authorized on behalf of each of the Districts (i) to issue a purchase order to the Analyst to provide the services described, for the compensation specified, in the Proposal, (ii) to receive, review, and pay all verified invoices received from the Analyst in accordance with the Proposal, and (iii) to administer any and all other matters required of the Districts under the Proposal, and (b) shall be responsible for assuring that all analyses, reports, and other tasks identified in the Proposal are delivered as specified and that copies of all written analyses and reports are provided to each of the Districts.

**3.** Cost Sharing; Invoices; Remittances. Each of the Districts agrees to be responsible for twenty-five percent (25%) of the fees and expenses incurred in accordance with the Proposal. SGCDD1 shall provide to each of the Districts an invoice for such District's share of the fees and expenses incurred in accordance with the Proposal, including copies of all billings rendered by the Analyst. Each of the Districts agrees to remit to SGCDD1 payment under all such invoices within thirty (30) days of receipt.

# 4. Miscellaneous Provisions.

(a) <u>Term</u>. This Agreement shall commence upon the date set forth above and shall terminate upon the Analyst providing all services required under the Proposal and each of the Districts remitting to SGCDD1 final payment of all invoices as provided in Section 3.

(b) <u>Resolution of Disputes</u>. Prior to initiating litigation regarding any dispute arising under this Agreement, the Districts shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

(c) <u>Entire Agreement; Amendment</u>. This Agreement contains the entire agreement of the parties on the subjects addressed; supersedes all prior and contemporaneous communications, agreements, representations, and understandings; and no representation, inducement, promise, or agreement, oral or otherwise, between or among the parties not embodied in this Agreement shall be of any force or effect.

(d) <u>Counterparts</u>. 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.

(e) <u>Beneficiaries</u>. This Agreement has been entered into for the sole benefit and protection of the Districts as parties to this Agreement and no other person or entity shall have any right of action under or by reason of this Agreement.

(f) <u>Severability</u>. 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.

**IN WITNESS WHEREOF,** each of the Districts has caused the execution of this Agreement by its duly authorized officials on the dates stated below.

			Approved	, 2023
ATTEST:			SOUTHERN GROVE C DEVELOPMENT DIST its Board of Supervisors	
		By:		
Print Name:		2	Print Name:	
Secretary/Assistant Secretary			Chairman/Vice-Chairman	
	*	*	*	
			Approved	, 2023
ATTEST:			<b>ST. LUCIE WEST SERV</b> <b>DISTRICT</b> , by its Board	
		By:		
Print Name:			Print Name:	
Secretary/Assistant Secretary			Chairman/Vice-Chairman	
	*	*	*	
			Approved	, 2023
ATTEST:			<b>TRADITION COMMUN DEVELOPMENT DIST</b> its Board of Supervisors	
		By:		
Print Name:			Print Name:	
Secretary/Assistant Secretary			Chairman/Vice-Chairman	
	*	*	*	

Approved \_\_\_\_\_, 2023

# **VERANO #5 COMMUNITY DEVELOPMENT DISTRICT**, by its Board of Supervisors

Print Name: Secretary/Assistant Secretary

ATTEST:

By: \_\_\_\_\_\_
Print Name: \_\_\_\_\_ Chairman/Vice-Chairman

# EXHIBIT A

# **RYPER WATER ANALYTICS PROPOSAL—PROFESSIONAL CONSULTING SERVICES FOR STORMWATER FEE REMITTANCE METHODOLOGY REVIEW**

# Utility Analytics, Data, & Rate Consultants

February 8, 2023

Mr. B. Frank Sakuma, Jr., CDM District Manager Special District Services, Inc. 2501A Burns Rd. Palm Beach Gardens, FL 33410

#### Subject: Professional Consulting Services for Stormwater Fee Remittance Methodology Review

Dear Frank:

Attached for your consideration is the proposed scope of services, contract budget, and schedule for Ryper Water Analytics LLC ("Ryper") to review the remittance of stormwater fees by the City of Port Saint Lucie, Florida (the "City") to the Southern Grove Community Development District Nos. 1 – 10 ("Southern Grove"), Tradition Community Development District Nos. 1 – 10 ("Tradition"), Verano Center and # 1 – 5 Community Development District ("Verano"), and St. Lucie West Services District ("SLWSD")(Southern Grove, Tradition, Verano, and SLWSD are referred to on a combined basis as the "Districts").

This Engagement Letter provides for the services detailed in the attached scope of services for total compensation of not-to-exceed twenty-four thousand and one hundred and seventy dollars (\$24,170) billed on the basis of actual time incurred by Ryper staff and actual material costs. The terms reflected in the Engagement Letter will be accepted by the issuance of a Purchase Order by Southern Grove, which shall be effective for ninety (90) days from the date of submission of the proposal.

We appreciate the opportunity to assist the Districts relative to their stormwater utility systems. The receipt of the Purchase Order from Southern Grove which accepts the scope and terms of the Engagement Letter will serve as our notice to proceed. If you should have any questions regarding the Engagement Letter, please do not hesitate to contact us.

Respectfully,

Ryper Water Analytics,

Ryan Smith

# Willity Analytics, Data, & Rate Consultants

# SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT PROFESSIONAL CONSULTING SERVICES FOR STORMWATER FEE REMITTANCE METHODOLOGY REVIEW

# OBJECTIVE

Southern Grove has engaged Ryper Water Analytics, LLC. ("Ryper") through this Engagement Letter to provide financial and rate consulting services for the Districts' stormwater utility systems (the "Systems"). The primary objectives of the scope of services to be performed for the Districts are to: 1) review the interlocal agreements between the City and each of the Districts regarding the remittance of stormwater fees and revenues; 2) develop projections of estimated stormwater system revenue requirements for each District; 3) compare the estimated Districts' revenue requirements to stormwater fees remitted from the City; and 4) estimate the amount of stormwater system revenue requirements of the City that should be allocated to and recovered from each of the Districts (the "Project").

# SCOPE OF SERVICES

The scope of services to be performed by Ryper has been presented in a series of primary tasks based on the objectives of Southern Grove. The following is the scope of services to be performed by Ryper associated with this Engagement Letter and Project.

<u>Task 1 – Kickoff and Data Acquisition/Compilation Review</u>: Ryper will prepare a data request to initiate the Project and to compile statistical and financial information from the Districts and the City. Ryper will prepare a written data request and will work with staff members from each District to collect financial, capital, and other relevant documentation as well as other information needed to perform the financial analyses. Data that will be requested for the Districts and the City will include, but not be limited to, the following: i) financial data such as adopted Fiscal Year 2023 operating budgets and financial statements detailing recent historical operating results; ii) available cash balances by the specific fund; iii) the most recent capital improvement programs; iv) stormwater utility rate, operational, and engineering data; and vi) other information as deemed necessary by Ryper to prepare the Project. It is assumed that Ryper will attend one (1) on-site meeting with staff from the Districts to kick-off the Project.



<u>Task 2 – Review of Stormwater Fee Remittance Process</u>: After the review of available information, Ryper will perform the necessary fieldwork, analytical, and compliance analyses to review and test the reasonableness of the stormwater fee remittance process and to determine if such process is in accordance with the terms and conditions of the interlocal agreements between the City and each of the Districts. The evaluation will be based on our understanding of the Interlocal Agreements between the City and the Districts, information prepared by the City associated with the remittance process (prior fee remittance calculations), and the results of any discussions with the Districts' staff.

<u>Task 3 – Development of Estimated Districts' Revenue Requirements</u>: This task involves the development of the estimated projected revenue requirements for each of Southern Grove, Tradition, Verano, and SLWSD stormwater utility systems for the fiscal year ending September 30, 2023 (the "Test Year" or "Fiscal Year 2023"). The estimated revenue requirements will include the allocable costs of operating and maintenance expenses and an allowance for capital reinvestment (generally referred to as renewals and replacements) that should be attributed to each district' stormwater utility system. The development of the Districts' revenue requirements has been partitioned into a series of subtasks which are described below:

a) Ryper will develop a projection of the estimated amount of annual operating and maintenance expenses (the "Operating Expenses") identified to be funded from stormwater rates for the Test Year which will be prepared based on each Districts' adopted operating budget, which serves as the most recently approved financial plan for each District. This task will be performed in sufficient detail to: i) recognize the primary expenses incurred by each Districts' stormwater system; ii) assist in the identification of any adjustments to expenditures for the applicable Test Year; iii) recognize changes in operating costs due to changes in regulatory requirements, service area expansions, or utility operations; and iv) recognize the implementation of the capital improvement program.

#### (Remainder of Page Intentionally Left Blank)

# Ryper Water Analytics Utility Analytics, Data, & Rate Consultants

- b) This task will also involve working with the staff of each District to identify their stormwater systems' applicable capital reinvestment (renewal and replacement) program for the Fiscal Years 2023 through Fiscal Year 2027 and to develop a funding analysis to identify available sources of funds for financing of the respective capital reinvestment program and the estimated impact on stormwater utility fee revenues associated with the program. This Task will assume a "fully funded" capital plan for all capital projects identified by the Districts.
- c) Finally, other operating expenses such as inter-fund transfers, administrative allocations, contingency reserves, insurance needs, and other expenses will be evaluated and allocated to each Districts' stormwater utility system to promote "full cost recovery".

Task 4 – Development of Estimated City Revenue Requirements Allocable to the Districts: This task involves the development of the estimated projected revenue requirements for the City's stormwater utility system for the Test Year (Fiscal Year 2023). The estimated revenue requirements will include the allocable costs of operating and maintenance expenses, and an allowance for capital reinvestment (generally referred to as renewals and replacements) that should be recovered from City stormwater fees.

Next, this task will seek to identify the appropriate amount of each revenue requirement category that should be recovered by stormwater fees billed to and recovered from properties (customers) located within each of the Districts' jurisdictional boundaries. Ryper will work with District staff to identify and calculate allocation factors that are reasonable and based on the actual costs, if any, that are incurred by the City to provide stormwater utility services within each District or for the benefit of each Districts' customers receiving stormwater mitigation services. Additionally, this task will consider any credits for stormwater mitigation that may or may not to apply to any of the individual Districts for use of non-City stormwater mitigation assets (e.g., drainage to Water Management District Canals).

#### (Remainder of Page Intentionally Left Blank)



<u>Task 5 – Comparison of Districts' Stormwater Fee Receipts to Estimated</u> <u>Revenue Requirements</u>: Based on the aforementioned tasks, Ryper will prepare a summary of the total revenue requirements for each of the Districts' stormwater systems and compare them to the total revenue collected by stormwater fees and remitted from the City. Additionally, Ryper will prepare a summary of the total City revenue requirements that have been identified as allocable to each of the Districts' stormwater systems and compare those amounts to the stormwater fees collected and retained by the City for stormwater services. An on-site meeting will be held with District staff to present the results of the initial Project findings and results. Based on the results of the District staff meeting, Ryper will make modifications to the analyses prior to the finalization of the Project.

<u>Task 6 – Report and Presentation of Project Results and Findings</u>: Ryper will prepare a report and summary presentation documenting all of the analyses, assumptions, and considerations for final review by District staff. This task assumes the attendance of a virtual meeting with the Districts' staff to present the results of the draft report and its findings and results. Based on feedback received from District staff during this meeting, Ryper will make any modifications to the analysis prior to the submission of the recommendations for District consideration.

<u>Task 7 – Public Hearing</u>: To present the results to the governing boards of the Districts and the public with respect to the recommendations as delineated in the report, Ryper will attend one public hearing with the Districts' Boards and management. Ryper will submit materials related to the presentation one week in advance of the District Board workshop meeting.

#### MEETINGS

During the course of this engagement, it is anticipated that Ryper will attend three (3) on-site meetings consisting of:

- One on-site kickoff and data collection meeting with District staff.
- One on-site meeting to present the initial results and findings of the Project to the District management.
- One on-site meeting to present the final results and report to the governing boards of the respective Districts.

The attendance of any additional on-site meetings will be considered as an additional service. For the purposes of the Project cost estimate, an allowance of 6 hours per meeting per Ryper representative has been assumed.



# STAFF ASSISTANCE

As with any project performed for a public utility, the Districts' staff will be called upon to provide assistance to Ryper to complete the engagement on a timely basis. The following is a list of the activities anticipated to be performed by the staff of the Districts:

- 1. The gathering of specific capital project, operational, and financial data and information relative to the Project;
- 2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the Districts;
- 3. Providing assistance in the formulation of policy decisions relative to cost or need determination, or cost allocation aspects of the Project; and
- 4. Performing a general review and providing comments relative to the results of our analyses and report to the Districts.

## ADDITIONAL SERVICES

During the course of the Project, the Districts may request additional services relative to the performance of the Project from Ryper. Such services will not be conducted until authorized by the Districts. All invoices for additional services performed by Ryper will be based on the hourly rate schedule of Ryper members as identified in this Engagement Letter or on some other basis as mutually agreed upon between the Districts and Ryper. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

- 1. Attendance of meetings with District staff, City committees or interested parties, or public hearings with the City Council in addition to what is contemplated in the scope of services.
- 2. Performance of a financial forecast above what is contemplated in this Project.
- 3. Preparation of any computer model documentation or providing training to District staff relative to the use of the financial model that may be provided to the Districts after Project completion.
- 4. Delays in the Project schedule at no fault to Ryper, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.



# SCHEDULE

Ryper will begin work on the Project upon receipt of a purchase order from Southern Grove. Ryper will endeavor to complete the Scope of Services within the timeframe of the Districts' schedule to complete the Project, subject to any excused delay occasioned by factors beyond Ryper's reasonable control. Based on data availability Ryper intends to complete the analyses within 90 days of notification to proceed.

## PROPOSED FEES

Ryper shall bill for the services described above based on actual time incurred by Ryper personnel. The total price of the Project will not exceed \$24,170. A further breakdown of the proposed fee is outlined below in Exhibit A.

Description	Project Manager	Analyst	Clerical	Total
Direct Labor Rates	\$155	\$115	\$65	
Task 1 – Kickoff and Data Acquisition/Compilation Review	2	4	2	8
Task 2 – Review of Stormwater Fee Remittance Process	8	8	0	16
Task 3 – Development of Estimated Districts' Revenue Requirements	18	24	0	42
Task 4 - Development of Estimated City Revenue Requirements Allocable to Districts	16	20	0	36
Task 5 - Comparison of Districts' Stormwater Fee Receipts to Estimated Revenue Requirements	6	8	0	14
Task 6 – Report and Presentation of Project Results and Findings	12	8	4	24
Task 7 - Public Hearing	4	4	2	10
Meetings (allowance of 6 hours per meeting) (3 total)	18	12	0	30
Total Hours	84	88	8	180
Total Labor Cost	\$13,020	\$10,120	\$520	\$23,660
Travel Allowance				\$510
Total Project Budget				\$24,170

#### **RESOLUTION 2023-01**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO'S. 7-10 ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022-2023

**WHEREAS**, the Southern Grove Community Development District No's. 7-10 (the "Districts"), are a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statues, being situated entirely within the St. Lucie County, Florida; and

**WHEREAS**, the Districts are required by Florida law to prepare an annual schedule of their regular public meetings which designates the date, time and location of the District's meetings; and

**WHEREAS,** the Board has proposed the Fiscal Year 2022-2023 annual meeting schedule as attached in **Exhibit A**;

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO'S. 7-10:

1. The Fiscal Year 2022-2023 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A in hereby approved and will be published in accordance with the requirements of Florida law.

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

# PASSED AND ADOPTED THIS <u>1<sup>st</sup></u> DAY OF MARCH, 2023.

ATTEST:

## SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS NO. 1

Secretary / Assistant Secretary

Chairman

#### EXHIBIT "A"

#### BOARD OF SUPERVISORS MEETING DATES SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 7-10 FISCAL YEAR 2022/2023

**NOTICE IS HEREBY GIVEN** that the Southern Grove Community Development District Nos. 7-10 ("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:

\*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.\*

		Αι	ıdit Firms
Criteria	Point Range	Grau & Associates	DiBartolomeo, McBee, Hartley & Barnes
Ability of Personnel: (E.g., geographic locations of the firms headquarters of permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load).	1-10	9	9
Proposer's Experience: (E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation).	1-10	9	9
Understanding of Scope of Work: Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	1-10	9	9
Ability to Furnish the Required Services: Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.	1-10	9	9
Price: Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.	1-10	7	9
TOTAL POINTS	50	43	45
BID PRICE - 2021/2022 AUDIT		\$36.000.00	\$21,550.00
BID PRICE - 2022/2023 AUDIT		\$37,000.00	\$23,000.00
BID PRICE - 2023/2024 AUDIT		\$38,000.00	\$24,100.00
BID PRICE - 2024/2025 AUDIT		\$39,000,00	\$25,000.00
BID PRICE - 2025/2026 AUDIT		\$40,000.00	\$26,200.00
COMMENTS:		The auditing firm for more	The auditing firm for more
		than 200 CDD's	than 100 Governmental Entities.
	Management be selected t	o perform the September 30, 2022, 2023 and 20	uditor for the District and the firm with the lowest bid, 24 annual audits, with an option subject to fee ts for the two following years (FYE 9/30/25, FYE 9/30/2

Note: 2022/2023 Budget For Audit Services is \$36,000.

# Southern Groves Community Development District #1-6

Proposer

DiBartolomeo, McBee, Hartley & Barnes, P.A. Certified Public Accountants

> 2222 Colonial Road, Suite 200 Fort Pierce, Florida 34950 (772) 461-8833

591 SE Port St. Lucie Boulevard Port Saint Lucie, Florida 34984 (772) 878-1952

**Contact:** 

Jim Hartley, CPA Principal

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Southern Groves Community Development District # 1-6 Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Southern Groves Community Development District's #1-6 independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

**Proven Track Record**— Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide. Having served the Tradition CDD's #1-10 in the past we have unmatched experience in the unique items that are associated with these districts.

*Experience*—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

**Timeliness** – In order to meet the Districts needs, we will perform interim internal control testing from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May  $1^{st}$ . This will ensure the submission of audit reports will be completed in advance of the June  $30^{th}$  deadlines.

*Communication and Knowledge Sharing*— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 591 SE Port St. Lucie Blvd, Port St. Lucie, FL 34984. Our phone number is (772) 878-1952. We look forward to further discussion on how our team can work together with you.

Very truly yours,

Sibertolomeo, U:Bee, Hartley : Barred

DiBartolomeo, McBee, Hartley & Barnes, P.A.

#### **PROFESSIONAL QUALIFICATIONS**

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

#### > Professional Staff Resources

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 24 professional staff including 9 with extensive experience serving governmental entities.

Professional Staff Classification	Number of Professionals
Partner	4
Managers	2
Senior	3
Staff	15
	24

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the Single Audit audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

### **PROFESSIONAL QUALIFICATIONS (CONTINUED)**

#### > Professional Staff Resources (Continued)

- > Audits of franchise fees received from outside franchisees
- > Preparation of annual reports to the State Department of Banking and Finance
- > Audits of Internal Controls Governmental Special Project
- > Assistance with Implementation of current GASB pronouncements

#### Current and Near Future Workload

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

#### Identification of Audit Team

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

Jim Hartley, CPA – Engagement Partner (resume attached) Will assist in the field as main contact

Jay McBee, CPA – Technical Reviewer (resume attached)

Theresa Goldstein - Senior (resume attached)

Staff - TBA

# **Jim Hartley**

# Partner – DiBartolomeo, McBee, Hartley & Barnes

#### **Experience and Training**

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- In excess of 120 hours of CPE credits over the past 3 years.

#### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining "best practice" accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Fort Pierce, Tradition CDD #1 - 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, along with several other entities, including Condo and Homeowner Associations.

#### **Education and Registrations**

- Bachelor of Science in Accounting Sterling College.
- Certified Public Accountant

#### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

#### **Volunteer Service**

- Treasurer & Executive Board St. Lucie County Chamber of Commerce
- Budget Advisory Board St. Lucie County School District
- Past Treasurer Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors State Division of Juvenile Justice

## Jay L. McBee

## Partner – DiBartolomeo, McBee, Hartley & Barnes

#### **Experience and Training**

Jay has over 35 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 35 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

#### **Recent Engagements**

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district, and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to various governmental entities, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

#### **Education and Registrations**

- Bachelor of Science in Accounting and Quantitative Business Management West Virginia University.
- Certified Public Accountant

#### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

#### **Volunteer Service**

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

# Theresa Goldstein

## Supervisor – DiBartolomeo, McBee, Hartley & Barnes

## **Experience and training**

Theresa has over 25 years of public accounting experience and would serve as the supervisor for the Constitutional Officers. Her experience and training include:

- 25 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 100 hours of relevant government CPE credits over the past 3 years.

## **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Theresa has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Theresa currently provides internal audit and consulting services to multiple agencies to assist in implementing and maintaining "best practice" accounting policies and procedures. Engagements include St. Lucie County Fire District, Multiple CDD audits, Tradition CDD #1-10, Southern Groves CDD #1-6 and Town of St. Lucie Village.

## **Education and Registrations**

- Bachelor of Science in Finance University of Central Florida
- Masters of Business Administration with concentration in Accounting Bryant College

### **Professional Affiliations**

- Associate Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

## **PROFESSIONAL QUALIFICATIONS (CONTINUED)**

#### ➢ Governmental Audit Experience

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under Single audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- > Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- > Fixed assets review and updating cost/depreciation allocations and methods

### **ADDITIONAL DATA**

#### > Procedures for Ensuring Quality Control & Confidentiality

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- ➢ Hiring and employment of personnel
- Professional development
- > Advancement
- Acceptance and continuance of clients
- Inspection and review system

#### Independence

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

## **ADDITIONAL DATA (CONTINUED)**

### > Independence (Continued)

- Au Section 220 Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Sovernment Auditing Standards, issued by the Comptroller General of the United States

#### Computer Auditing Capabilities

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- > Understand the computer control environment's effect on internal controls
- > Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

This evaluation includes:

- System hardware and software
- Organization and administration
- Access

# **Contracts of Similar Nature within References**

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Patricia Marston-Duva, Clerk- Treasurer (772)462-2300	1984 - Current	4	Jim Hartley			٦	250-300
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005- current	$\checkmark$	Mark Barnes		$\checkmark$	V	800
Fort Pierce Utilities Authority Barbara Mika, Finance Director (772)-466-1600	2005- current	4	Jim Hartley	4	٦	4	600
Town of St. Lucie Village Mary Fouler, Town Clerk (772) 595-0663	1999 – current	4	Jim Hartley			4	100
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	4	Jay McBee				60
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	4	Jay McBee				60
Tradition Community Development District 1-10 Andrew Karmeris,District Finance Manager (561) 630-4922	2002 - current	4	Jim Hartley			٦	350
Legends Bay Community Development District John Daugirda (813)514-2865	2013- current	4	Jim Hartley				50
Union Park Community Development District John Daugirda (813)514-2865	2013- current	4	Jim Hartley				50
Deer Island Community Development District Indhira Araujo (407)841-5524	2013- current	V	Jim Hartley				50
Park Creek Community Development District Sharyn Henning (954)721-8681	2013- current	4	Jim Hartley				50
Aviary at Rutland Ranch Community Development District Skye Lee (904)355-1831	2013- current	V	Jim Hartley				50

#### **TECHNICAL APPROACH**

#### a. An Express Agreement to Meet or Exceed the Performance Specifications.

- 1. The audit will be conducted in compliance with the following requirements:
  - **a.** Rules of the Auditor General for form and content of governmental audits
  - **b.** Regulations of the State Department of Banking and Finance
  - **c.** Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
- 2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
- 3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
- 4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
- 5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
- 6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 15th of the following year. In order to ensure this we will perform interim internal control testing as required by March 15th from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 15th.

Audit Phase and Tasks	T	Feb.	Man	<b>A</b>	M	I
	Jan.	reo.	Mar.	Apr.	May.	Jun.
I. Planning Phase:						
Meetings and discussions with Southern						
Groves Community Development District			1			
personnel regarding operating, accounting						
and reporting matters						
Discuss management expectations,						
strategies and objectives						
Review operations			Γ			
Develop engagement plan			1			
Study and evaluate internal controls						
Conduct preliminary analytical review			1		1	
II. Detailed Audit Phase:						
Conduct final risk assessment						
Finalize audit approach plan						
Perform substantive tests of account balances					T	
Perform single audit procedures (if applicable)				1		
Perform statutory compliance testing					1	
III. Closing Phase:						
Review subsequent events, contingencies				1		
and commitments						
Complete audit work and obtain			İ.		1	
management representations			Τ			
Review proposed audit adjustments with					л Т	
client						
IV. Reporting Phase:						
Review or assist in preparation of						
financial statement for Southern Groves						
Community Development District						
Prepare management letter and other						
special reports						
Exit conference with Southern Groves Community Development District					1	
officials and management						
Delivery of final reports					ł	
2 on ory of mail reports						

# b. A Tentative Schedule for Performing the Key phases of the Audit

#### b. SPECIFIC AUDIT APPROACH

**Our partners are not strangers who show up for an entrance conference and an exit conference.** We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

Planning Phase
Detailed Audit Phase
Closing Phase
Reporting

#### **Planning Phase**

#### **Meetings and Expectations:**

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Southern Groves Community Development District # 1-6. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to SAS No. 99-Consideration of Fraud in a Financial Statement Audit. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

#### **Review Operations and Develop Engagement Plan**

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

#### **Study and Evaluate Internal Control**

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

#### **Conduct Preliminary Analytical Review**

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

#### **Conduct Final Risk Assessment and Prepare Audit Programs**

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

#### **Perform Substantive Tests of Account Balances**

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

#### Perform Single Audit Procedures (if applicable)

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

#### **Perform Statutory Compliance Testing**

We have developed audit programs for Southern Groves Community Development District # 1-6 designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

#### **Closing Phase**

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

#### **Reporting Phase**

#### **Financial Statement Preparation**

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

#### **Management Letters**

#### We want to help you solve problems before they become major.

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

#### **Exit Conferences and Delivery of Reports**

We anticipate meeting with appropriate District personnel in February and issuing the draft required reports by the May meeting of each year.

## **PROPOSED AUDIT FEE FOR EACH YEAR OF THE THREE YEARS**

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Southern Groves Community Development District # 1-6 for the three years as follows:

SOUTHERN GROVES CDD # 1-6	2022	2023	2024
#1	\$3,350	\$3,620	\$3,800
#2	\$3,350	\$3,620	\$3,800
#3	\$3,350	\$3,620	\$3,800
#4	\$3,350	\$3,620	\$3,800
#5	\$4,800	\$4,900	\$5,100
#6	\$ <u>3,350</u>	\$ <u>3,620</u>	\$ <u>3,800</u>
	\$21,550	\$23,000	\$24,100

## 2 Option Years 2025-2026 estimated \$25,000-\$26,200.

In years of new debt issuance fees may be adjusted as mutually agreed upon.



# Proposal to Provide Financial Auditing Services:

# **SOUTHERN GROVE**

**Community Development District Nos. 1-6** 

Proposal Due: February 03, 2023 4:00PM

## Submitted to:

Southern Grove Community Development District Nos. 1-6 c/o SDS 2501A Burns Road Palm Beach Gardens, Florida 33410

Submitted by: Antonio J. Grau, Partner Grau & Associates 951 Yamato Road, Suite 280 Boca Raton, Florida 33431 Tel (561) 994-9299 (800) 229-4728 Fax (561) 994-5823 tgrau@graucpa.com WWW.graucpa.com



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February 03, 2023

Southern Grove Community Development District Nos. 1-6 C/o SDS 2501A Burns Road Palm Beach Gardens, Florida 33410

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2022-2024, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Southern Grove Community Development District's (the "District") Nos. 1-6 Request for Proposal (RFP), and we look forward to continuing working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

#### Why Grau & Associates:

#### **Knowledgeable Audit Team**

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

#### **Servicing your Individual Needs**

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

#### **Developing Relationships**

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

#### **Maintaining an Impeccable Reputation**

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

#### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (<u>tgrau@graucpa.com</u>) or Racquel McIntosh, CPA (<u>rmcintosh@graucpa.com</u>) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

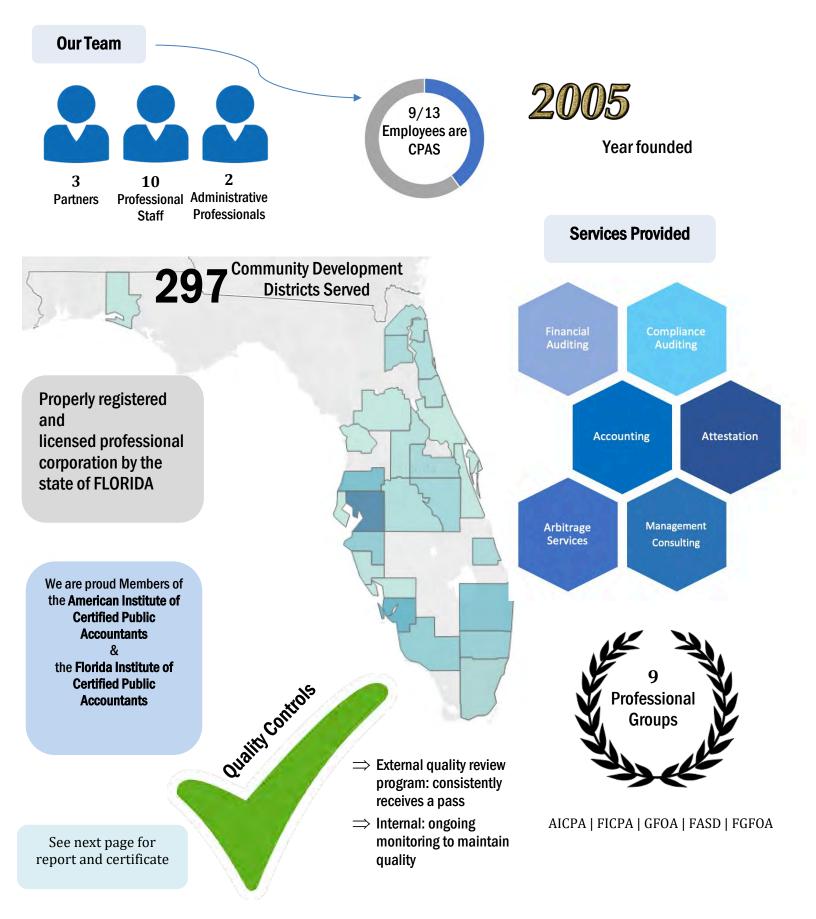
Very truly yours, Grau & Associates

Antonio J. Grau

# **Firm Qualifications**



# **Grau's Focus and Experience**







Peer Review Program

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

February 20, 2020

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely, FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

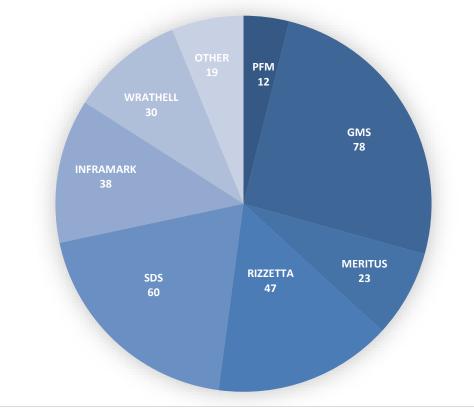
Review Number: 571202

1800 Esplanada Way, Suite 210 | Taliahassee, FL 32311) 800.342.3197 in Florida | 650.224.2727 | Fax: 850.222.8190 | www.ficpa.org

# **Firm & Staff Experience**



# GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



## **Profile Briefs:**

#### Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+ CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 58 hours Professional Memberships: AICPA, FICPA, FGFOA, GFOA

## Racquel McIntosh, CPA (Partner)

Years Performing Audits: 18+ CPE (last 2 years): Government Accounting, Auditing: 38 hours; Accounting, Auditing and Other: 56 hours Professional Memberships: AICPA, FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process." - Tony Grau

> "Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization." -Racquel McIntosh

## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing. An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.

Your Successful Audit

Audit Staff

The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



# Antonio 'Tony 'J. Grau, CPA *Partner*

Contact: tgrau@graucpa.com | (561) 939-6672

### Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

### Education

University of South Florida (1983) Bachelor of Arts Business Administration

**Clients Served** (partial list) (>300) Various Special Districts, including:

Bayside Improvement Community Development District Dunes Community Development District Fishhawk Community Development District (I,II,IV) Grand Bay at Doral Community Development District Heritage Harbor North Community Development District St. Lucie West Services District Ave Maria Stewardship Community District Rivers Edge II Community Development District Bartram Park Community Development District Bay Laurel Center Community Development District

Boca Raton Airport Authority Greater Naples Fire Rescue District Key Largo Wastewater Treatment District Lake Worth Drainage District South Indian River Water Control

### **Professional Associations/Memberships**

American Institute of Certified Public AccountantsFlorida Government Finance Officers AssociationFlorida Institute of Certified Public AccountantsGovernment Finance Officers Association MemberCity of Boca Raton Financial Advisory Board Member

#### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>58</u>
Total Hours	$\underline{82}$ (includes of 4 hours of Ethics CPE)



# Racquel C. McIntosh, CPA Partner

## Contact: <a href="mailto:rmcintosh@graucpa.com">rmcintosh@graucpa.com</a> | (561) 939-6669

#### Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

#### Education

Florida Atlantic University (2004) Master of Accounting Florida Atlantic University (2003) Bachelor of Arts: Finance, Accounting

#### Clients Served (partial list)

(>300) Various Special Districts, including: Carlton Lakes Community Development District Golden Lakes Community Development District Rivercrest Community Development District South Fork III Community Development District TPOST Community Development District

East Central Regional Wastewater Treatment Facilities Indian Trail Improvement District Pinellas Park Water Management District Ranger Drainage District South Trail Fire Protection and Rescue Service District

#### **Professional Associations/ Memberships**

American Institute of Certified Public Accountants Florida Institute of Certified Public Accountants

#### Professional Education (over the last two years)

<u>Course</u> Government Accounting and Auditing Accounting, Auditing and Other Total Hours Westchase Community Development District Monterra Community Development District Palm Coast Park Community Development District Long Leaf Community Development District Watergrass Community Development District

FICPA State & Local Government Committee FGFOA Palm Beach Chapter

> Hours 38 56 94 (includes of 4 hours of Ethics CPE)

# References



We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

# **Dunes Community Development District**

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director
	475 W. Town Place, Suite 114
	St. Augustine, Florida 32092
	904-940-5850

# **Two Creeks Community Development District**

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President
	3434 Colwell Avenue, Suite 200
	Tampa, Florida 33614
	813-933-5571

# Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road
	Palm Beach Gardens, Florida 33410 561-630-4922

# Specific Audit Approach



# AUDIT APPROACH

## Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. *You would be a valued client of our firm and we pledge to <u>commit all firm resources</u> to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will <u>exceed those expectations</u>. Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, <i>Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. We will deliver our reports in accordance with your requirements.

### Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

#### During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## Phase II - Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

### **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

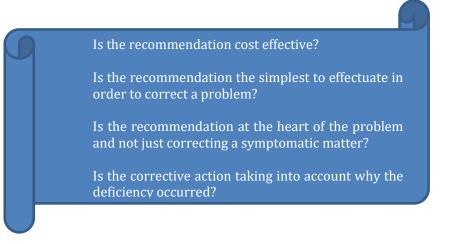
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no "surprises" in the management letter and fosters a professional, cooperative atmosphere.

#### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# **Cost of Services**



Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2022-2026 are as follows:

Year Ended September 30,	Fee
2022	\$36,000
2023	\$37,000
2024	\$38,000
2025	\$39,000
2026	<u>\$40,000</u>
TOTAL (2022-2026)	<u>\$190,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional debt is issued the fees would be adjusted accordingly upon approval from all parties concerned.

# **Supplemental Information**



# **PARTIAL LIST OF CLIENTS**

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Fund	Current Client	Year End
Boca Raton Airport Authority	$\checkmark$	$\checkmark$		$\checkmark$	9/30
Captain's Key Dependent District	$\checkmark$			$\checkmark$	9/30
Central Broward Water Control District	$\checkmark$			$\checkmark$	9/30
Collier Mosquito Control District	$\checkmark$			$\checkmark$	9/30
Coquina Water Control District	$\checkmark$			$\checkmark$	9/30
East Central Regional Wastewater Treatment Facility	$\checkmark$		$\checkmark$		9/30
Florida Green Finance Authority	$\checkmark$				9/30
Greater Boca Raton Beach and Park District	$\checkmark$			$\checkmark$	9/30
Greater Naples Fire Control and Rescue District	$\checkmark$	$\checkmark$		$\checkmark$	9/30
Green Corridor P.A.C.E. District	$\checkmark$			$\checkmark$	9/30
Hobe-St. Lucie Conservancy District	$\checkmark$			$\checkmark$	9/30
Indian River Mosquito Control District	$\checkmark$				9/30
Indian Trail Improvement District	$\checkmark$			$\checkmark$	9/30
Key Largo Waste Water Treatment District	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	9/30
Lake Padgett Estates Independent District	$\checkmark$			$\checkmark$	9/30
Lake Worth Drainage District	$\checkmark$			$\checkmark$	9/30
Loxahatchee Groves Water Control District	$\checkmark$				9/30
Old Plantation Control District	$\checkmark$			$\checkmark$	9/30
Pal Mar Water Control District	$\checkmark$			$\checkmark$	9/30
Pinellas Park Water Management District	$\checkmark$			$\checkmark$	9/30
Pine Tree Water Control District (Broward)	$\checkmark$			$\checkmark$	9/30
Pinetree Water Control District (Wellington)	$\checkmark$				9/30
Ranger Drainage District	$\checkmark$	$\checkmark$		$\checkmark$	9/30
Renaissance Improvement District	$\checkmark$			$\checkmark$	9/30
San Carlos Park Fire Protection and Rescue Service District	$\checkmark$			$\checkmark$	9/30
Sanibel Fire and Rescue District	$\checkmark$			$\checkmark$	9/30
South Central Regional Wastewater Treatment and Disposal Board	$\checkmark$			$\checkmark$	9/30
South-Dade Venture Development District	$\checkmark$			$\checkmark$	9/30
South Indian River Water Control District	$\checkmark$	$\checkmark$		$\checkmark$	9/30
South Trail Fire Protection & Rescue District	$\checkmark$			$\checkmark$	9/30
Spring Lake Improvement District	$\checkmark$			$\checkmark$	9/30
St. Lucie West Services District	$\checkmark$		$\checkmark$	$\checkmark$	9/30
Sunshine Water Control District	$\checkmark$			$\checkmark$	9/30
West Villages Improvement District	$\checkmark$			$\checkmark$	9/30
Various Community Development Districts (297)	$\checkmark$			$\checkmark$	9/30
TOTAL	332	5	3	327	

# **ADDITIONAL SERVICES**

#### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing

- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

#### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

Current Arbitrage Calculations

We look forward to providing Southern Grove Community Development District Nos. 1-6 with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

For even more information on Grau & Associates please visit us on <u>www.graucpa.com</u>.

# SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS 1-6

Financial Report For 1st Quarter FY23

#### SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-6 RECAP FISCAL YEAR 2022/2023 OCTOBER 1, 2022 - DECEMBER 31, 2022

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 10/01/22 - 12/31/22 ACTUAL	% Of Budget
REVENUES			Dudget
O & M ASSESSMENTS - ADMIN & MAINT	1,689,282	1,630,622	96.53%
DEBT ASSESSMENTS	1,954,440	2,128,774	90.53% 108.92%
BOND PREPAYMENTS	1,334,440	2,120,114	100.00%
INTEREST INCOME	0	26,988	100.00%
STORMWATER	600,000	20,300	0.00%
OTHER INCOME	000,000	-1,768	100.00%
OTHER INCOME - SPECIAL BOND REV	0	0	100.00%
TIM - DEVELOPER/ BOND FUNDED	225,186	0	0.00%
FUND CARRY FORWARD	220,100	0	0.00%
Total Revenues	\$ 4,468,908	\$ 3,784,616	<u>84.69%</u>
Total Revenues	φ 4,400,500	φ 3,704,010	04.0378
EXPENDITURES - ADMIN			
ARBITRAGE REBATE FEE	6,500	0	100.00%
AUDIT	36,000	0	0.00%
BANK FEES	0	0	100.00%
CONSULTING FEES	0	0	100.00%
DISSEMINATION AGENT	3,000	0	0.00%
DISTRICT COUNSEL	48,000	31,757	66.16%
MANAGEMENT	32,054	46,513	145.11%
DUES, LICENSES, FEES	1,050	1,050	100.00%
ASSESSMENT ROLL	6,000	0	0.00%
ENGINEERING	175,000	45,244	25.85%
FINANCIAL ADVISOR - BOND	0	0	0.00%
IMPACT FEE ADMINISTRATION	0	0	0.00%
GENERAL INSURANCE	40,135	39,502	98.42%
WEBSITE	4,500	1,125	25.00%
LEGAL ADVERTISING	3,800	3,725	98.02%
MISCELLANEOUS	0	533	
MEETING ROOM	0	0	0.00%
TRAVEL AND PER DIEM	500	186	100.00%

#### SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-6 RECAP FISCAL YEAR 2022/2023 OCTOBER 1, 2022 - DECEMBER 31, 2022

	FISCAL YEAR	FISCAL YEAR										
	2022/2023	10/01/22 - 12/31/22	% Of									
	ANNUAL BUDGET	ACTUAL	Budget	COI	COMMENTS							
OFFICE SUPPLIES	1,000	643	0.00%									
POSTAGE AND SHIPPING	500	157	100.00%									
COPIES	1,000	1,089	108.93%									
SUPERVISOR FEES	4,800	0	0.00%									
SUPERVISOR PAYROLL TAXES	0	0	0.00%									
SUPERVISOR PAYROLL FEES	0	0	0.00%									
TELEPHONE	0	0	0.00%									
TIF/SAD REBATE ANALYSIS	65,000	41,220	0.00%									
CONTINUING DISCLOSURE	0	0										
TRUSTEE SERVICES	7,000	4,031	57.59%									
OFFICE RENT	18,000	4,525	25.14%									
CONTINGENCY - ADMIN	50,000	0	0.00%									
CAPITAL OUTLAY	0	0	0.00%									
TIM - CAPITAL (Bond/Developer Funded)	0	0	0.00%									
TOTAL ADMIN EXPENSES	503,839	221,300	43.92%									
EXPENDITURES - MAINT												
LAKE MAINTENANCE	85,000	0	0.00%									
	475,000	0										
BUILDING, BRIDGE, MONUMENT MAINT. TIM OPERATIONS	528,796	0	0.00%									
			0.00%									
CONTINGENCY - MAINT.	100,000	0	0.00%									
COMMUNITY AREA MAINTENANCE	75,000	0	0.00%									
PAINTING	0	0	0.00%									
FIELD MAINTENANCE	0	0	0.00%									
ELECTRIC	25,000	601	2.40%									
ENGINEERING - MAINT.	175,000	0	0.00%									
FIELD MANAGEMENT	16,480	4,120	25.00%									
FOUNTAIN MAINTENANCE	32,000	920	100.00%									
LANDSCAPING MAINTENANCE & MATERIALS	146,000	68,678	47.04%									
MITIGATION MAINTENANCE	0	5,325	0.00%									
IRRIGATION	2,000	0	0.00%						70	-0	70	
<b>IRRIGATION PARTS &amp; REPAIR</b>	20,000	710	3.55%					73	/3	/3	/3	(3

#### SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-6 RECAP FISCAL YEAR 2022/2023 OCTOBER 1, 2022 - DECEMBER 31, 2022

	FIS	SCAL YEAR	F	ISCAL YEAR	
	2	2022/2023	10/0	01/22 - 12/31/22	% Of
	ANN	UAL BUDGET		ACTUAL	Budget
PEST CONTROL		0		0	
ROAD REPAIR		0		0	0.00%
SECURITY		73,500		0	0.00%
FENCE REPAIR		0		0	0.00%
SIDEWALK CLEANING/REPAIR		30,000		0	0.00%
SIGNAGE		10,000		0	0.00%
STREETLIGHTS		20,000		0	0.00%
STORMWATER MANAGEMENT		50,000		3,073	6.15%
TREE/PLANT REPLACEMENT & TRIM		36,000		2,625	0.00%
WETLAND UPLAND MAINTENANCE		0		0	0.00%
TOTAL MAINTENANCE EXPENSES		1,899,776		86,051	4.53%
	<u> </u>				
Total Expenditures	\$	2,403,615	\$	307,352	12.79%
	¢	2 065 202	¢	2 477 264	
EXCESS / (SHORTFALL)	\$	2,065,293	\$	3,477,264	
PAYMENT TO TRUSTEE (2019 Bond)		(445,206)		(431,918)	97.02%
PAYMENT TO TRUSTEE (2020 Bond)		(425,918)		(306,499)	71.96%
PAYMENT TO TRUSTEE (2021 Bond)		(926,960)		(699,871)	75.50%
``````````````````````````````````````		· · · /		· · · /	
	\$	267,209	\$	2,038,977	
BALANCE		201,200			
		•		(128.831)	96.43%
COUNTY APPRAISER & TAX COLLECTOR FEE DISCOUNTS FOR EARLY PAYMENTS	<u>.</u>	(133,604) (133,604)		(128,831) (126,364)	96.43% 94.58%
COUNTY APPRAISER & TAX COLLECTOR FEE	\$	(133,604)	\$	( , ,	

# Southern Grove CDD 1 Profit & Loss Budget vs. Actual

October	through	December	2022

01-9400 · Other Income       94,400.00         Total 01-9400 · Other Income       94,400.00         01-9407 · Engineering Revenue Fees       -2,268.00         01-9408 · Application Fee       500.00         01-9410 · Interest Income (GF)       26,958.16         Total Income       227,745.78       22,375.00       205,370.78         Gross Profit       227,745.78       22,375.00       205,370.78       1,017         Expense       0.00       29.00       -29.00       0         01-1308 · Dissemination Agent       0.00       29.00       -29.00       0         01-1310 · Engineering       437.37       1,692.00       -1,254.63       24         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1318 · Assessment/Tax Roll       0.00       58.00       -58.00       0	.6% .1% .0%
01-3100         Assessments         272,862.81         21,700.00         251,162.81         1,255           01-3810         Debt Assessment (CI - 2019)         458,542.63         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1 <t< th=""><th>.6% .1% .0% <u>.9%</u> .9%</th></t<>	.6% .1% .0% <u>.9%</u> .9%
01-3810 · Debt Assessment (Cl - 2019)         458,542.63           01-3811 · Debt Assessment (2021)         548.27           01-3812 · Debt Assessment (2021)         743,901.54           01-3814 · Debt Assessment (2021)         325,781.78           01-3830 · Assessment Fees         -128,830.77           01-3840 · Debt Assess-Pd To Trustee(2019)         -431,917.62           01-3841 · Debt Assess-Pd To Trustee(2020)         -306,498.76           01-3841 · Debt Assess-Pd To Trustee(2020)         -306,498.76           01-3802 · Bond Prepayments (2020)         -0.00           01-6000 · Developer Contribution         0.00           01-9400 · Other Income         94,400.00           01-9402 · Other Ilability - GRBK Bond         94,400.00           01-9400 · Other Income         94,400.00           01-9401 · Interest Income (GF)         26,958.16           Cross Profit         227,745.78         22,375.00         205,370.78         1,017           Expense         01-1306 · Dissemination Agent         0.00         29.00         -1,254.63         22           01-1316 · Legal Fees	.6% .1% .0% <u>.9%</u> .9%
01-3811 · Debt Assessment (D)         548.27           01-3812 · Debt Assessment (2021)         743.901.54           01-3814 · Debt Assessment (CI - 2020)         325.781.78           01-3830 · Assessment Fees         -128,830.77         -751.00         -128,079.77         17,156           01-3831 · Assessment Discounts         -126,363.75         -751.00         -125,612.75         16,826           01-3841 · Debt Assess-Pd To Trustee(2020)         -431,917.62         -431,917.62         -13644         -125,612.75         16,826           01-3843 · Debt Assess-Pd To Trustee(2020)         -406,498.76         -01-3843 · Debt Assess-Pd To Trustee(2020)         -00.0         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.0	.1% .0% <u>.9%</u> .9%
01-3812 · Debt Assessment (2021)         743,901.54           01-3814 · Debt Assessment (CI - 2020)         325,781.78           01-3830 · Assessment Discounts         -128,830.77         -751.00         -128,079.77         17,154           01-3831 · Assessment Discounts         -126,363.75         -751.00         -125,612.75         16,826           01-3840 · Debt Assess-Pd To Trustee(2020)         -306,498.76         -431,917.62         -431,917.62         -431,917.62           01-3841 · Debt Assess-Pd To Trustee(2020)         -306,498.76         -498,870.51         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,	.1% .0% <u>.9%</u> .9%
01-3814 · Debt Assessment (Cl - 2020)         325,781.78           01-3830 · Assessment Flees         -128,830.77         -751.00         -128,079.77         17,154           01-3831 · Assessment Discounts         -126,683.75         -751.00         -125,612.75         16,826           01-3841 · Debt Assess-Pd To Trustee(2019)         -431,917.62         -125,612.75         16,826           01-3843 · Debt Assess-Pd To Trustee(2020)         -306,498.76         -2,177.00         -2,177.00         -2,177.00           01-3843 · Debt Assess-Pd To Trustee(2021)         -699,870.51         -699,870.51         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,177.00         -2,17	.1% .0% <u>.9%</u> .9%
01-3831 · Assessment Discounts       -126,363.75       -751.00       -125,612.75       16,826         01-3840 · Debt Assess-Pd To Trustee(2019)       -431,917.62       -125,612.75       16,826         01-3841 · Debt Assess-Pd To Trustee(2020)       -306,498.76       -306,498.76       -125,612.75       16,826         01-3843 · Debt Assess-Pd To Trustee(2020)       -306,498.76       -306,498.76       -125,612.75       16,826         01-3843 · Debt Assess-Pd To Trustee(2021)       -999,870.51       -000       -000       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00       -2,177.00	.1% .0% <u>.9%</u> .9%
01-3840 · Debt Assess-Pd To Trustee(2019)       -431,917.62         01-3841 · Debt Assess-Pd To Trustee(2020)       -306,498.76         01-3843 · Debt Assess-Pd To Trustee(2021)       -699,870.51         01-3902 · Bond Prepayments (2020)       0.00         01-6000 · Developer Contribution       0.00         01-9400 · Other Income       94,400.00         01-9402 · Other Liability - GRBK Bond       94,400.00         Total 01-9400 · Other Income       94,400.00         01-9407 · Engineering Revenue Fees       -2,268.00         01-9408 · Application Fee       500.00         01-9410 · Interest Income (GF)       26,958.16         Total Income       227,745.78       22,375.00       205,370.78       1,017         Gross Profit       227,745.78       22,375.00       205,370.78       1,017         Expense       01-1308 · Dissemination Agent       0.00       29.00       -29.00       0         01-1310 · Engineering       437.37       1,692.00       -1,254.63       24         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1317 · Travel and Per Diem       1.84       5.00       -3.16       33         01-1318 · Assessment/Tax Roll       0.00       58.00       -58.00       0 <th>.0% .9% .9%</th>	.0% .9% .9%
01-3841 · Debt Assess-Pd To Trustee(2020)       -306,498.76         01-3843 · Debt Assess-Pd To Trustee(2021)       -699,870.51         01-3902 · Bond Prepayments (2020)       0.00         01-6000 · Developer Contribution       0.00         01-9400 · Other Income       94,400.00         01-9400 · Other Liability - GRBK Bond       94,400.00         01-9400 · Other Income       94,400.00         01-9407 · Engineering Revenue Fees       -2,268.00         01-9408 · Application Fee       500.00         01-9410 · Interest Income (GF)       26,958.16         Total Income       227,745.78       22,375.00       205,370.78       1,017         Gross Profit       227,745.78       22,375.00       205,370.78       1,017         Expense       01-1318 · Dissemination Agent       0.00       29.00       -29.00       0         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1318 · Assessment/Tax Roll       0.00       58.00       -3.16       33	.9% .9%
01-3843 · Debt Assess-Pd To Trustee(2021)       -699,870.51         01-3902 · Bond Prepayments (2020)       0.00         01-6000 · Developer Contribution       0.00       2,177.00       -2,177.00         01-9400 · Other Income       94,400.00	.9% .9%
01-3902 · Bond Prepayments (2020)         0.00           01-6000 · Developer Contribution         0.00         2,177.00         -2,177.00           01-9400 · Other Income         94,400.00         -2,177.00         -2,177.00           Total 01-9402 · Other Liability - GRBK Bond         94,400.00         -2,177.00         -2,177.00           01-9407 · Engineering Revenue Fees         -2,268.00         -2,268.00         -2,177.00         -2,177.00           01-9408 · Application Fee         500.00         -2,27,745.78         22,375.00         205,370.78         1,017           Gross Profit         227,745.78         22,375.00         205,370.78         1,017           Expense	.9% .9%
01-6000 · Developer Contribution         0.00         2,177.00         -2,177.00         (0)           01-9400 · Other Income         94,400.00         94,400.00         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)         (1)	.9% .9%
01-9400 · Other Income       94,400.00         Total 01-9402 · Other Liability - GRBK Bond       94,400.00         Total 01-9400 · Other Income       94,400.00         01-9407 · Engineering Revenue Fees       -2,268.00         01-9408 · Application Fee       500.00         01-9410 · Interest Income (GF)       26,958.16         Total Income       227,745.78       22,375.00       205,370.78         Gross Profit       227,745.78       22,375.00       205,370.78       1,017         Expense       0.00       29.00       -29.00       0         01-1308 · Dissemination Agent       0.00       29.00       -1,254.63       24         01-1310 · Engineering       437.37       1,692.00       -1,254.63       24         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1318 · Assessment/Tax Roll       0.00       58.00       -58.00       0	.9% .9%
01-9402 · Other Liability - GRBK Bond       94,400.00         Total 01-9400 · Other Income       94,400.00         01-9407 · Engineering Revenue Fees       -2,268.00         01-9408 · Application Fee       500.00         01-9410 · Interest Income (GF)       26,958.16         Total Income       227,745.78       22,375.00       205,370.78       1,017         Gross Profit       227,745.78       22,375.00       205,370.78       1,017         Expense       01-1308 · Dissemination Agent       0.00       29.00       -29.00       0         01-1310 · Engineering       437.37       1,692.00       -1,254.63       22         01-1310 · Engineering       437.37       1,692.00       -1,254.63       24         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1317 · Travel and Per Diem       1.84       5.00       -3.16       36         01-1318 · Assessment/Tax Roll       0.00       58.00       -58.00       0	.9%
01-9407 · Engineering Revenue Fees       -2,268.00         01-9408 · Application Fee       500.00         01-9410 · Interest Income (GF)       26,958.16         Total Income       227,745.78       22,375.00       205,370.78       1,012         Gross Profit       227,745.78       22,375.00       205,370.78       1,012         Expense       01-1308 · Dissemination Agent       0.00       29.00       -29.00       0         01-1310 · Engineering       437.37       1,692.00       -1,254.63       25         01-1311 · Management Fees       449.64       310.00       139.64       144         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1317 · Travel and Per Diem       1.84       5.00       -3.16       36         01-1318 · Assessment/Tax Roll       0.00       58.00       -58.00       0	.9%
01-9408 · Application Fee         500.00           01-9410 · Interest Income (GF)         26,958.16           Total Income         227,745.78         22,375.00         205,370.78         1,017           Gross Profit         227,745.78         22,375.00         205,370.78         1,017           Expense         01-1308 · Dissemination Agent         0.00         29.00         -29.00         0           01-1310 · Engineering         437.37         1,692.00         -1,254.63         25           01-1311 · Management Fees         449.64         310.00         139.64         144           01-1315 · Legal Fees         307.01         464.00         -156.99         66           01-1317 · Travel and Per Diem         1.84         5.00         -3.16         36           01-1318 · Assessment/Tax Roll         0.00         58.00         -58.00         0	.9%
01-9408 · Application Fee         500.00           01-9410 · Interest Income (GF)         26,958.16           Total Income         227,745.78         22,375.00         205,370.78         1,017           Gross Profit         227,745.78         22,375.00         205,370.78         1,017           Expense         01-1308 · Dissemination Agent         0.00         29.00         -29.00         0           01-1310 · Engineering         437.37         1,692.00         -1,254.63         25           01-1311 · Management Fees         449.64         310.00         139.64         144           01-1315 · Legal Fees         307.01         464.00         -156.99         66           01-1317 · Travel and Per Diem         1.84         5.00         -3.16         36           01-1318 · Assessment/Tax Roll         0.00         58.00         -58.00         0	.9%
Total Income         227,745.78         22,375.00         205,370.78         1,017           Gross Profit         227,745.78         22,375.00         205,370.78         1,017           Expense         01-1308 · Dissemination Agent         0.00         29.00         -29.00         0           01-1310 · Engineering         437.37         1,692.00         -1,254.63         22           01-1311 · Management Fees         449.64         310.00         139.64         144           01-1315 · Legal Fees         307.01         464.00         -156.99         66           01-1317 · Travel and Per Diem         1.84         5.00         -3.16         36           01-1318 · Assessment/Tax Roll         0.00         58.00         -58.00         0	.9%
Gross Profit         227,745.78         22,375.00         205,370.78         1,017           Expense         01-1308 · Dissemination Agent         0.00         29.00         -29.00         0           01-1310 · Engineering         437.37         1,692.00         -1,254.63         22           01-1311 · Management Fees         449.64         310.00         139.64         144           01-1315 · Legal Fees         307.01         464.00         -156.99         66           01-1317 · Travel and Per Diem         1.84         5.00         -3.16         36           01-1318 · Assessment/Tax Roll         0.00         58.00         -58.00         0	.9%
Expense         0.00         29.00         -29.00         0           01-1308 · Dissemination Agent         0.00         29.00         -29.00         0           01-1310 · Engineering         437.37         1,692.00         -1,254.63         25           01-1311 · Management Fees         449.64         310.00         139.64         145           01-1315 · Legal Fees         307.01         464.00         -156.99         66           01-1317 · Travel and Per Diem         1.84         5.00         -3.16         36           01-1318 · Assessment/Tax Roll         0.00         58.00         -58.00         0	.0%
01-1308 · Dissemination Agent         0.00         29.00         -29.00         0           01-1310 · Engineering         437.37         1,692.00         -1,254.63         29           01-1311 · Management Fees         449.64         310.00         139.64         149           01-1315 · Legal Fees         307.01         464.00         -156.99         66           01-1317 · Travel and Per Diem         1.84         5.00         -3.16         36           01-1318 · Assessment/Tax Roll         0.00         58.00         -58.00         0	
01-1310 · Engineering       437.37       1,692.00       -1,254.63       29         01-1311 · Management Fees       449.64       310.00       139.64       149         01-1315 · Legal Fees       307.01       464.00       -156.99       66         01-1317 · Travel and Per Diem       1.84       5.00       -3.16       36         01-1318 · Assessment/Tax Roll       0.00       58.00       -58.00       0	
01-1311 · Management Fees         449.64         310.00         139.64         144           01-1315 · Legal Fees         307.01         464.00         -156.99         66           01-1317 · Travel and Per Diem         1.84         5.00         -3.16         36           01-1318 · Assessment/Tax Roll         0.00         58.00         -58.00         00	.8%
01-1315 · Legal Fees         307.01         464.00         -156.99         66           01-1317 · Travel and Per Diem         1.84         5.00         -3.16         36           01-1318 · Assessment/Tax Roll         0.00         58.00         -58.00         0	
01-1317 · Travel and Per Diem         1.84         5.00         -3.16         36           01-1318 · Assessment/Tax Roll         0.00         58.00         -58.00         0	.0%
01-1318 · Assessment/Tax Roll 0.00 58.00 -58.00 (	.2%
	.8%
	.0%
	.0% .0%
	.0%
	.1%
	.1%
	.4%
	.0%
<b>o y</b>	.0%
	.5%
	.6% .0%
	.0%
01-1550 · Trustee Fees (GF) 0.00	.070
	.0%
	.5%
01-1801 · Landscaping Maintenance 0.00	
01-1802 · Tree/Plant Replacement & Trim 0.00	
01-1805 · Stormwater Management (GF) 0.00	
01-1807 · Irrigation Parts & Repair 0.00	
01-1809 · Field Management 0.00 01-1814 · Electricity 0.00	
01-1818 · Fountain Maintenance & Chemical 0.00	
01-1826 · Mitigation Maintenance 0.00	
Total Expense         7,305.17         22,375.00         -15,069.83         32	001
Net Ordinary Income         220,440.61         0.00         220,440.61         100	.6%
	.6% .0%

# Southern Grove CDD 1 Balance Sheet As of December 31, 2022

	Dec 31, 22
ASSETS	
Current Assets	
Checking/Savings	2 550 270 74
01-1000 · Valley National 1068 01-1001 · Valley Bank-Special Bond Acct	3,559,279.74 1,013,785.37
· ·	
Total Checking/Savings	4,573,065.11
Accounts Receivable 01-1200 · Accounts Receivable	18,936.60
Total Accounts Receivable	18,936.60
Total Current Assets	4,592,001.71
Other Assets	
01-8122 · A/R St Lucie County Excess Fees	-2,978.00
Total Other Assets	-2,978.00
TOTAL ASSETS	4,589,023.71
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable	
01-2020 · Accounts Payable	1,506,858.24
Total Accounts Payable	1,506,858.24
Other Current Liabilities 01-2024 · Due To Other Gov Units-Fishkind 01-2025 · Deposits - Engr Deposit 01-2026 · Deferred Revenue - SAD/TIF 01-2027 · Due to CDD2 01-2028 · Due to CDD3 01-2029 · Due to CDD4 01-2030 · Due to CDD5 01-2031 · Due to CDD6	750.02 107,469.50 65,640.45 52,667.47 77,988.40 252,993.04 1,352,327.03 229,311.11
Total Other Current Liabilities	2,139,147.02
Total Current Liabilities	3,646,005.26
Total Liabilities	3,646,005.26
Equity 30000 · Opening Balance Equity 99-9999 · Retained Earnings Net Income Total Equity TOTAL LIABILITIES & EQUITY	206,446.32 516,131.52 220,440.61 943,018.45 <b>4,589,023.71</b>

01/30/23

#### Accrual Basis

# Southern Grove CDD 2 Profit & Loss Budget vs. Actual October through December 2022

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	65,203.08	80,082.00	-14,878.92	81.4%
01-3830 · Assessment Fees	0.00	-2,139.00	2,139.00	0.0%
01-3831 · Assessment Discounts	0.00	-2,139.00	2,139.00	0.0%
01-6000 · Developer Contribution	0.00	19,729.00	-19,729.00	0.0%
01-9410 · Interest Income (GF)	4.26	0.00	4.26	100.0%
Total Income	65,207.34	95,533.00	-30,325.66	68.3%
Expense				
01-1308 · Dissemination Agent	0.00	263.00	-263.00	0.0%
01-1310 · Engineering	3,963.95	15,332.00	-11,368.05	25.9%
01-1311 · Management Fees	4,075.19	2,808.00	1,267.19	145.1%
01-1315 · Legal Fees	2,782.32	4,205.00	-1,422.68	66.2%
01-1317 · Travel and Per Diem	16.30	44.00	-27.70	37.0%
01-1318 · Assessment/Tax Roll	0.00	526.00	-526.00	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1440 · Rents & Leases	396.41	1,577.00	-1,180.59	25.1%
01-1450 · Insurance	7,167.00	6,095.00	1,072.00	117.6%
01-1480 · Legal Advertisements	326.34	333.00	-6.66	98.0%
01-1512 · Miscellaneous	46.68	0.00	46.68	100.0%
01-1513 · Postage and Delivery	13.75	44.00	-30.25	31.3%
01-1514 · Office Supplies	56.32	88.00	-31.68	64.0%
01-1516 · Copies	95.43	88.00	7.43	108.4%
01-1518 · Web Site	187.50	750.00	-562.50	25.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1600 · TIM Operations	0.00	46,329.00	-46,329.00	0.0%
01-1772 · SAD/TIF Rebate Analysis	3,611.41	5,695.00	-2,083.59	63.4%
01-1820 · Contingency	0.00	4,381.00	-4,381.00	0.0%
Total Expense	22,913.60	95,533.00	-72,619.40	24.0%
Net Income	42,293.74	0.00	42,293.74	100.0%

# Southern Grove CDD 2 Balance Sheet As of December 31, 2022

ASSETS Current Assets Checking/Savings	
01-1000 · Valley National 1076	563.94
Total Checking/Savings	563.94
Other Current Assets 01-8200 · Due From CDD1	52,617.47
Total Other Current Assets	52,617.47
Total Current Assets	53,181.41
TOTAL ASSETS	53,181.41
LIABILITIES & EQUITY Equity	
30000 · Net Assets, Unrestricted	36,146.13
99-9999 · Retained Earnings	-25,258.46
Net Income	42,293.74
Total Equity	53,181.41
TOTAL LIABILITIES & EQUITY	53,181.41

01/30/23 Accrual Basis

# Southern Grove CDD 3 Profit & Loss Budget vs. Actual October through December 2022

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	120,329.40	147,787.00	-27,457.60	81.4%
01-3830 · Assessment Fees	0.00	-3,740.00	3,740.00	0.0%
01-3831 · Assessment Discounts	0.00	-3,740.00	3,740.00	0.0%
01-6000 · Developer Contribution	0.00	40,261.00	-40,261.00	0.0%
01-9410 · Interest Income (GF)	0.39	0.00	0.39	100.0%
Total Income	120,329.79	180,568.00	-60,238.21	66.6%
Expense				
01-1308 Dissemination Agent	0.00	536.00	-536.00	0.0%
01-1310 · Engineering	8,089.09	31,288.00	-23,198.91	25.9%
01-1311 · Management Fees	8,316.09	5,731.00	2,585.09	145.1%
01-1315 · Legal Fees	5,677.79	8,582.00	-2,904.21	66.2%
01-1317 · Travel and Per Diem	33.27	89.00	-55.73	37.4%
01-1318 · Assessment/Tax Roll	0.00	1,073.00	-1,073.00	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1440 Rents & Leases	808.95	3,218.00	-2,409.05	25.1%
01-1450 · Insurance	6,134.00	6,095.00	39.00	100.6%
01-1480 · Legal Advertisements	665.95	679.00	-13.05	98.1%
01-1512 · Miscellaneous	95.27	0.00	95.27	100.0%
01-1513 · Postage and Delivery	28.07	89.00	-60.93	31.5%
01-1514 · Office Supplies	114.94	179.00	-64.06	64.2%
01-1516 · Copies	194.75	179.00	15.75	108.8%
01-1518 Web Site	187.50	750.00	-562.50	25.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1600 · TIM Operations	0.00	94,543.00	-94,543.00	0.0%
01-1772 SAD/TIF Rebate Analysis	7,369.68	11,621.00	-4,251.32	63.4%
01-1820 · Contingency	0.00	8,941.00	-8,941.00	0.0%
Total Expense	37,890.35	180,568.00	-142,677.65	21.0%
Net Income	82,439.44	0.00	82,439.44	100.0%

### Southern Grove CDD 3 Balance Sheet As of December 31, 2022

	Dec 31, 22
ASSETS Current Assets Checking/Savings 01-1000 · Valley National 1084	51.23
Total Checking/Savings	51.23
Other Current Assets 01-8200 · Due From CDD1	77,938.40
Total Other Current Assets	77,938.40
Total Current Assets	77,989.63
TOTAL ASSETS	77,989.63
LIABILITIES & EQUITY Equity 01-8801 · Equity Transfer 99-9999 · Retained Earnings Net Income	0.13 -4,449.94 82,439.44
Total Equity	77,989.63
TOTAL LIABILITIES & EQUITY	77,989.63

# Southern Grove CDD 4 Profit & Loss Budget vs. Actual October through December 2022

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	269,748.04	331,300.99	-61,552.95	81.4%
01-3810 · Debt Assessment	0.00	444,975.35	-444,975.35	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-409,377.32	409,377.32	0.0%
01-3830 · Assessment Fees	0.00	-29,049.41	29,049.41	0.0%
01-3831 · Assessment Discounts	0.00	-29,049.41	29,049.41	0.0%
01-6000 · Developer Contribution	0.00	37,115.33	-37,115.33	0.0%
01-9405 · Stormwater Fees	0.00	136,604.48	-136,604.48	0.0%
01-9410 · Interest Income (GF)	0.39	0.00	0.39	100.0%
Total Income	269,748.43	482,520.01	-212,771.58	55.9%
Expense				
01-1308 · Dissemination Agent	0.00	494.46	-494.46	0.0%
01-1310 · Engineering	7,457.10	28,843.58	-21,386.48	25.9%
01-1311 · Management Fees	7,666.37	5,283.09	2,383.28	145.1%
01-1315 · Legal Fees	5,234.19	7,911.38	-2,677.19	66.2%
01-1317 · Travel and Per Diem	30.67	82.41	-51.74	37.2%
01-1318 · Assessment/Tax Roll	0.00	988.94	-988.94	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	1,479.88	-1,479.88	0.0%
01-1440 · Rents & Leases	745.75	2,966.77	-2,221.02	25.1%
01-1450 · Insurance	5,842.00	5,865.00	-23.00	99.6%
01-1480 · Legal Advertisements	613.92	626.32	-12.40	98.0%
01-1512 · Miscellaneous	87.83	0.00	87.83	100.0%
01-1513 · Postage and Delivery	25.88	82.41	-56.53	31.4%
01-1514 · Office Supplies	105.96	164.82	-58.86	64.3%
01-1516 · Copies	179.53	164.82	14.71	108.9%
01-1518 · Web Site	187.50	750.00	-562.50	25.0%
01-1520 · Security	0.00	16,734.05	-16,734.05	0.0%
01-1540 Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	917.81	1,593.72	-675.91	57.6%
01-1600 · TIM Operations	0.00	87,156.39	-87,156.39	0.0%
01-1772 · TIF/SAD Rebate Analysis	6,793.89	10,713.33	-3,919.44	63.4%
01-1801 Landscaping Maintenance	15,636.26	33,240.42	-17,604.16	47.0%
01-1802 · Tree/Plant Replacement & Trim	597.64	8,196.27	-7,598.63	7.3%
01-1805 · Stormwater Management (GF)	699.52	11,383.71	-10,684.19	6.1%
01-1807 · Irrigation Parts & Repair	161.64	4,553.48	-4,391.84	3.5%
01-1808 · Irrigation	0.00	455.35	-455.35	0.0%
01-1809 · Field Management	938.01	3,752.07	-2,814.06	25.0%
01-1810 · Engineering / Inspections	0.00	39,842.97	-39,842.97	0.0%
01-1812 · Signage & Amenities Repair	0.00	2,276.74	-2,276.74	0.0%
01-1814 · Electricity	136.76	5,691.85	-5,555.09	2.4%
01-1816 · Building Maintenance	0.00	108,145.22	-108,145.22	0.0%
01-1817 · Common Area Maintenance	0.00	17,075.56	-17,075.56	0.0%
01-1818 · Fountain Maintenance & Chemical	209.46	7,285.57	-7,076.11	2.9%
01-1820 · Contingency	0.00	31,008.43	-31,008.43	0.0%
01-1823 · Mitigation Maintenance	1,212.36			
01-1825 · Lake Maintenance	0.00	19,352.30	-19,352.30	0.0%
01-1827 · Sidewalk Cleaning	0.00	6,830.22	-6,830.22	0.0%
01-1828 · Streetlight Maintenance	0.00	4,553.48	-4,553.48	0.0%
Total Expense	55,655.05	482,520.01	-426,864.96	11.5%
Net Income	214,093.38	0.00	214,093.38	100.0%

# Southern Grove CDD 4 Balance Sheet As of December 31, 2022

	Dec 31, 22
ASSETS Current Assets Checking/Savings	
01-1000 · Valley National 1092	51.23
Total Checking/Savings	51.23
Other Current Assets 01-8200 · Due From CDD1	282,974.08
Total Other Current Assets	282,974.08
Total Current Assets	283,025.31
TOTAL ASSETS	283,025.31
LIABILITIES & EQUITY Equity	
01-8801 · Equity Transfer 99-9999 · Retained Earnings	0.13 68,931.80
Net Income	214,093.38
Total Equity	283,025.31
TOTAL LIABILITIES & EQUITY	283,025.31

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01/30/23

Accrual Basis

# Southern Grove CDD 5 Profit & Loss Budget vs. Actual October 2022 through December 2023

	Oct '22 - Dec 23	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	646,626.12	794,177.69	-147,551.57	81.4%
01-3810 · Debt Assessment	0.00	1,192,980.68	-1,192,980.68	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-1,097,542.22	1,097,542.22	0.0%
01-3830 · Assessment Fees	0.00	-74,588.42	74,588.42	0.0%
01-3831 · Assessment Discounts	0.00	-74,588.42	74,588.42	0.0%
01-6000 · Developer Contribution	0.00	90,819.33	-90,819.33	0.0%
01-9405 · Stormwater Fees	0.00	334,264.22	-334,264.22	0.0%
01-9410 · Interest Income (GF)	25.09	0.00	25.09	100.0%
Total Income	646,651.21	1,165,522.86	-518,871.65	55.5%
Expense				
01-1308 · Dissemination Agent	0.00	1,209.92	-1,209.92	0.0%
01-1310 · Engineering	18,247.15	70,578.77	-52,331.62	25.9%
01-1311 · Management Fees	18,759.22	12,927.45	5,831.77	145.1%
01-1315 · Legal Fees	12,807.80	19,358.75	-6,550.95	66.2%
01-1317 · Travel and Per Diem	75.06	201.65	-126.59	37.2%
01-1318 · Assessment/Tax Roll	0.00	2,419.84	-2,419.84	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	3,621.29	-3,621.29	0.0%
01-1332 · Field Management	2,295.29	9,181.12	-6,885.83	25.0%
01-1440 · Rents & Leases	1,824.81	7,259.53	-5,434.72	25.1%
01-1450 · Insurance	8,980.00	10,350.00	-1,370.00	86.8%
01-1480 · Legal Advertisements	1,502.23	1,532.57	-30.34	98.0%
01-1512 · Miscellaneous	214.92	0.00	214.92	100.0%
01-1513 · Postage and Delivery	63.33	201.65	-138.32	31.4%
01-1514 · Office Supplies	259.29	403.31	-144.02	64.3%
01-1516 · Copies	439.32	403.31	36.01	108.9%
01-1518 · Web Site	187.50	750.00	-562.50	25.0%
01-1520 · Security	0.00	40,947.37	-40,947.37	0.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	2,245.84	3,899.75	-1,653.91	57.6%
01-1601 · BEEP - O&M	0.00	213,267.24	-213,267.24	0.0%
01-1772 · SAD/TIF Rebate Analysis	16,624.32	26,214.97	-9,590.65	63.4%
01-1801 · Landscaping Maintenance	38,261.17	81,337.63	-43,076.46	47.0%
01-1802 · Tree/Plant Replacement & Trim	1,462.42	20,055.85	-18,593.43	7.3%
01-1805 · Stormwater Management (GF)	1,711.73	27,855.35	-26,143.62	6.1%
01-1806 · Lake Maintenance	0.00	47,354.10	-47,354.10	0.0%
01-1807 · Irrigation Parts & Repair	395.56	11,142.14	-10,746.58	3.6%
01-1808 · Irrigation	0.00	1,114.12	-1,114.12	0.0%
01-1810 · Engineering / Inspections	0.00	97,493.73	-97,493.73	0.0%
01-1812 · Signage & Amenities Repair	0.00	5,571.07	-5,571.07	0.0%
01-1814 · Electricity	334.66	13,927.68	-13,593.02	2.4%
01-1815 · Mitigation Maintenance	2,966.60	0.00	2,966.60	100.0%
01-1816 · Building Maintenance	0.00	264,625.84	-264,625.84	0.0%
01-1817 · Common Area Maintenance	0.00	41,783.03	-41,783.03	0.0%
01-1818 · Fountain Maintenance & Chemical	512.54	17,827.42	-17,314.88	2.9%
01-1820 · Contingency	0.00	75,876.06	-75,876.06	0.0%
01-1826 · Streetlights	0.00	11,142.14	-11,142.14	0.0%
01-1829 · Sidewalk Cleaning/Repair	0.00	16,713.21	-16,713.21	0.0%
Total Expense	130,345.76	1,165,522.86	-1,035,177.10	11.2%
et Income	516,305.45	0.00	516,305.45	100.0%

01/30/23 Accrual Basis

### Southern Grove CDD 5 Balance Sheet As of December 31, 2022

	Dec 31, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1106	3,328.23
Total Checking/Savings	3,328.23
Other Current Assets	
01-8154 · Deposits	4,256.00
01-8200 · Due From CDD1	1,293,188.05
01-8201 · Due from Other Funds	3,553.00
Total Other Current Assets	1,300,997.05
Total Current Assets	1,304,325.28
TOTAL ASSETS	1,304,325.28
LIABILITIES & EQUITY Liabilities Current Liabilities	
Other Current Liabilities 01-2025 · Due to CDD1	-56,560.00
Total Other Current Liabilities	-56,560.00
Total Current Liabilities	-56,560.00
Total Liabilities	-56,560.00
Equity	
30000 · Opening Balance Equity	6,979.39
99-9999 · Retained Earnings	837,600.44
Net Income	516,305.45
Total Equity	1,360,885.28
TOTAL LIABILITIES & EQUITY	1,304,325.28

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01/30/23

Accrual Basis

# Southern Grove CDD 6 Profit & Loss Budget vs. Actual October through December 2022

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	255,852.54	314,234.71	-58,382.17	81.4%
01-3810 · Debt Assessment	0.00	316,483.53	-316,483.53	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-291,168.85	291,168.85	0.0%
01-3830 · Assessment Fees	0.00	-23,336.59	23,336.59	0.0%
01-3831 · Assessment Discounts	0.00	-23,336.59	23,336.59	0.0%
01-6000 · Developer Contribution	0.00	35,088.85	-35,088.85	0.0%
01-9405 · Stormwater Fees	0.00	129,131.30	-129,131.30	0.0%
01-9410 · Interest Income (GF)	0.39	0.00	0.39	100.0%
Total Income	255,852.93	457,096.36	-201,243.43	56.0%
Expense				
01-1308 Dissemination Agent	0.00	467.41	-467.41	0.0%
01-1310 · Engineering	7,049.14	27,265.64	-20,216.50	25.9%
01-1311 · Management Fees	7,246.97	4,994.07	2,252.90	145.1%
01-1315 · Legal Fees	4,947.84	7,478.58	-2,530.74	66.2%
01-1317 · Travel and Per Diem	28.99	77.90	-48.91	37.2%
01-1318 · Assessment/Tax Roll	0.00	934.82	-934.82	0.0%
01-1320 · Audit Fees	0.00	6,000.00	-6,000.00	0.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	1,398.92	-1,398.92	0.0%
01-1440 · Rents & Leases	704.95	2,804.47	-2,099.52	25.1%
01-1450 · Insurance	6,134.00	6,095.00	39.00	100.6%
01-1480 · Legal Advertisements	580.33	592.05	-11.72	98.0%
01-1512 · Miscellaneous	83.02	0.00	83.02	100.0%
01-1513 · Postage and Delivery	24.46	77.90	-53.44	31.4%
01-1514 · Office Supplies	100.17	155.80	-55.63	64.3%
01-1516 · Copies	169.71	155.80	13.91	108.9%
01-1518 · Web Site	187.50	750.00	-562.50	25.0%
01-1520 · Security	0.00	15,818.58	-15,818.58	0.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	867.60	1,506.53	-638.93	57.6%
01-1600 · BEEP	0.00	82,388.34	-82,388.34	0.0%
01-1772 · SAD/TIF Rebate Analysis	6,422.22	10,127.24	-3,705.02	63.4%
01-1801 · Landscaping Maintenance	14,780.85	31,421.95	-16,641.10	47.0%
01-1802 · Tree/Plant Replacement & Trim	564.94	7,747.88	-7,182.94	7.3%
01-1805 · Stormwater Management (GF)	661.25	10,760.94	-10,099.69	6.1%
01-1806 · Lake Maint	0.00	18,293.60	-18,293.60	0.0%
01-1807 · Irrigation Parts & Repair	152.80	4,304.38	-4,151.58	3.5%
01-1808 · Irrigation	0.00	430.44	-430.44	0.0%
01-1809 · Field Management	886.69	3,546.81	-2,660.12	25.0%
01-1810 · Engineering / Inspections	0.00	37,663.30	-37,663.30	0.0%
01-1812 · Signage & Amenities Repair	0.00	2,152.19	-2,152.19	0.0%
01-1814 · Electricity	129.28	5,380.47	-5,251.19	2.4%
01-1816 · Building Maintenance	0.00	102,228.94	-102,228.94	0.0%
01-1817 · Common Area Maintenance	0.00	16,141.41	-16,141.41	0.0%
01-1818 · Fountain Maintenance & Chemical	198.00	6,887.00	-6,689.00	2.9%
01-1820 · Contingency	0.00	29,312.06	-29,312.06	0.0%
01-1825 · Mitigation Maintenance	1,146.04	29,312.00	1,146.04	100.0%
01-1826 · Sidewalk Cleaning/Repair	0.00	6,456.56	-6,456.56	0.0%
01-1826 · Sidewark Cleaning/Repair 01-1827 · Streetlight	0.00	4,304.38	-0,450.50	0.0%
Total Expense	53,241.75	457,096.36	-403,854.61	11.6%
Net Income	202,611.18	0.00	202,611.18	100.0%

# Southern Grove CDD 6 Balance Sheet As of December 31, 2022

	Dec 31, 22
ASSETS Current Assets Checking/Savings 01-1000 · Valley National 1114	51.23
Total Checking/Savings	51.23
Other Current Assets 01-8200 · Due From CDD1	245,330.80
Total Other Current Assets	245,330.80
Total Current Assets	245,382.03
TOTAL ASSETS	245,382.03
LIABILITIES & EQUITY Equity 99-9999 · Retained Earnings Net Income	42,770.85 202,611.18
Total Equity	245,382.03
TOTAL LIABILITIES & EQUITY	245,382.03