



**SOUTHERN GROVE  
COMMUNITY DEVELOPMENT  
DISTRICT NOS. 1-10**

**PORT ST. LUCIE  
REGULAR BOARD MEETING  
AUGUST 7, 2024  
10:30 A.M.**

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

[www.southerngrovecdd1.org](http://www.southerngrovecdd1.org)  
[www.southerngrovecdd2.org](http://www.southerngrovecdd2.org)  
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[www.southerngrovecdd5.org](http://www.southerngrovecdd5.org)  
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[www.southerngrovecdd9.org](http://www.southerngrovecdd9.org)  
[www.southerngrovecdd10.org](http://www.southerngrovecdd10.org)

561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-10**

**Tradition Town Hall**  
**10799 SW Civic Lane**

**OR**

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/3341025011?omn=84063385630>

**Meeting ID: 334 102 5011**

**Dial In at: 1 929 436 2866**

**Port St. Lucie, FL 34987**

**REGULAR BOARD MEETING**

**August 7<sup>th</sup>, 2024**

**10:30 a.m.**

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Appointments to Vacant Board Seats
- E. Seat New Boards Members /Administer Oath of Office
- F. Additions or Deletions
- G. Comments from the Public Not on the Agenda
- H. Consent Items
  - 1. Approval of June 5, 2024, Regular Board Meeting Minutes.....Page 2
  - 2. Approve WA #19-144-219; Project Everest.....Page 6
  - 3. Approve and Ratify PO #SG-2024-07; Treasure Coast Wildlife Trappers Agreement.....Page 8
  - 4. Approve and Ratify As-Built Resubmittal for Utility Easement.....Page 12
  - 5. Approve and Ratify 2024 Bond Requisition (No. 4); District No. 5 Special Assessment Bonds, Series 2024 (Community Infrastructure) .....Page 17
  - 6. Approve and Ratify 2024 Bond Requisition (No. 5); District No. 5 Special Assessment Bonds, Series 2024 (Community Infrastructure) .....Page 23
  - 7. Approve and Ratify 2024 Bond Requisition (No. 6); District No. 5 Special Assessment Bonds, Series 2024 (Community Infrastructure).....Page 29
- I. Old Business
- J. New Business
  - 1. Consider SFWMD Compliance Notice – Heron Preserve.....Page 35
  - 2. Consider Resolution No. 2024-19; Adopting Fiscal Year 2024/2025 Meeting Schedule.....Page 45
  - 3. Consider Resolution No. 2024-21; Adopting Annual Performance Measures and Standards Reporting.....Page 47
  - 4. Consider Resolution No. 2024-23; Ratifying Resetting of Budget Hearing for Fiscal Year 2024/2025.....Page 50
- K. Administrative Matters

1. Manager's Report	
2. Attorney's Report	
3. Engineer's Report	
4. Financial Report (Under Separate Cover).....	Page 52
5. Founder's Report	
L. Board Member Comments	
M. Adjourn	

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10  
FISCAL YEAR 2023/2024  
REGULAR BOARD MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Southern Grove Community Development District Nos. 1-10 (“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:

**\*October 4, 2023\***  
**November 1, 2023**  
**December 6, 2023**  
**\*January 3, 2024\***  
**February 7, 2024**  
**March 6, 2024**  
**\*April 3, 2024\***  
**May 1, 2024**  
**June 5, 2024**  
**\*July 3, 2024\***  
**August 7, 2024**  
**September 4, 2024**

**\*Irrigation Rate Committee Meeting – 9:00 a.m.**  
**Southern Grove CDD Meeting – 10:30 a.m.**  
**Tradition CDD Meeting – 11:00 a.m.**

\*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. 1-10**

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

**PUBLISH: ST. LUCIE NEWS TRIBUNE 09/25/23**

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10**

**Tradition Town Hall  
10799 SW Civic Lane**

**OR**

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/3341025011?omn=89004571424>

**Meeting ID: 334 102 5011**

**Dial In at: 1 929 436 2866**

**Port St. Lucie, FL 34987**

**REGULAR BOARD MEETING**

**June 5<sup>th</sup>, 2024**

**10:30 a.m.**

**A. CALL TO ORDER**

The Regular Board Meeting of the Southern Grove Community Development District No's. 1-10 of June 5, 2024, was called to order at 10:31 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 25<sup>th</sup>, 2023, as legally required.

**C. ESTABLISH A QUORUM**

It was determined that the attendance of the following Supervisors constituted a quorum in District Nos. 1,2,9, and it was in order to proceed with the meeting. No quorums in 3-8, and 10.

<b>CDD #'s 1-10</b>		
<b>Chairman/</b> Supervisor	Eric Sexauer: #1,2,3,5,9	Present
Supervisor	Ricardo Mojica: #1,2,3,4,6,9	Absent
Supervisor / <b>Vice Chair</b>	Steven Dassa: #1,2,3,5,9	Absent
Supervisor	William Pittsley: #1,2,5,9	Present
Supervisor / <b>Vice Chair</b>	David Graham: #3,4,5,6,7,8,10	Present
Supervisor	Stephen Okiye: #4,7,8,10	Absent
Supervisor	Tara Toto: #1,2,9	Present
<b>Chairman/</b> Supervisor	Jennifer Davis: #3,4,6,7,8,10	Present (via Zoom)
Supervisor	Elijah Wooten: #7,8,10	Absent
Supervisor	Jeff Greenwalt: #7,8,10	Present (via Zoom)

Staff members in attendance were:

District Manager	Frank Sakuma	Special District Services, Inc.
Assistant District Manager	Jesse Wargo	Special District Services, Inc.
District Manager	Stephanie Brown	Special District Services, Inc.
District Manager	Andrew Karmeris	Special District Services, Inc.
Intern	Jackson Wodraska	Special District Services, Inc.

District Engineer	Stef Matthes	Culpepper and Terpening
District Counsel	Susan Garrett	Torcivia, Donlon, Goddeau & Rubin, P.A.

Also present was: (See attached sign-in sheet)

**D. APPOINTMENTS TO VACANT BOARD SEATS**

There were no appointments.

**E. SEAT NEW BOARD MEMBERS/ADMINISTER OATH OF OFFICE**

There were no new Board members seated.

**F. ADDITIONS OR DELETIONS TO AGENDA**

1. (J-3) Addition to New Business: Authorization of Chair to Execute Plats: SG8 & SG11

A **Motion** was made by Mr. Sexauer, seconded by Mr. Pittsley, and passed unanimously to Approve the agenda as amended.

**G. COMMENTS FROM THE PUBLIC FOR DISTRICT ITEMS NOT ON THE AGENDA**

There were no comments from the public.

**H. CONSENT ITEMS**

1. **Approval of May 1, 2024, Regular Board Meeting Minutes**
2. **Approve and Ratify 2024 Bond Requisition (No. 1); District No. 5 Special Assessment Bonds, Series 2024 (Community Infrastructure)**
3. **Approve and Ratify 2024 Bond Requisition (No. 2); District No. 5 Special Assessment Bonds, Series 2024 (Community Infrastructure)**
4. **Approve and Ratify 2024 Bond Requisition (No. 3); District No. 5 Special Assessment Bonds, Series 2024 (Community Infrastructure)**
5. **Approve and Ratify 2020 Bond Requisition (No. 10); District No. 5 Special Assessment Bonds, Series 2022-2 (Community Infrastructure)**
6. **Approve and Ratify 2020 Bond Requisition (No. 12); District No. 5 Special Assessment Bonds, Series 2022-2 (Community Infrastructure)**
7. **Approve and Ratify 2022 Bond Requisition (No. 20); District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure)**
8. **Approve and Ratify 2022 Bond Requisition (No. 21); District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure)**

A **Motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Pittsley, and passed unanimously by CDD No.1 to Approve all item(s) under Consent.

## **I. OLD BUSINESS**

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

## **J. NEW BUSINESS**

### **1. Resolution No. 2024-11; Adopting Proposed Budget FY 24/25 and Setting a Public Hearing (budget under separate cover).**

Resolution No. 2024-11 was presented, entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10 APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2024/2025; SETTING A PUBLIC HEARING THERE ON PURSUANT TO FLORIDA LAW; DIRECTING STAFF TO PROVIDE A COPY OF THE PROPOSED BUDGET TO THE LOCAL GENERAL-PURPOSE GOVERNMENT AND PROVIDING FOR NOTICE OF SAID HEARING PUSUANT TO LAW.**

A **Motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Pittsley, and passed unanimously by CDD No.1 to Adopt Resolution No. 2024-11 Proposed Budget FY 24/25 and Setting a Public Hearing for August 7, 2024, at 10:30am.

### **2. Approving Agreement for Legal Services**

A **Motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Pittsley, and passed unanimously by CDD No.1 to Approve the agreement for legal services.

### **3. Authorizing Chair to Execute Plats: SG8 & SG11**

A **Motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Pittsley, and passed unanimously by CDD No.1 to authorize the Chair to execute plats SG8 & SG11, subject to final review and approval by legal counsel and district engineering.

## **K. ADMINISTRATIVE MATTERS**

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

Mr. Sakuma reminded the Board that qualifying week for candidates is 6/10/24-6/14/24, beginning and ending at noon.

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

There was no Attorney's report at this time.

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

There was no Engineer's report at this time.

**4. Financial Report**

Mr. Sakuma notified the Board that the financial report was provided, and Mr. Karmeris was present to answer any questions. There were no questions from the Board.

**5. Founder's Report**

There was no Founder's Report.

**L. BOARD MEMBER COMMENTS**

There were no Board comments.

**M. ADJORNMENT**

There being no further business to come before the Boards, Mr. Sexauer made a motion to adjourn. The meeting was adjourned at 10:41a.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice-Chair

\_\_\_\_\_  
Print Signature

\_\_\_\_\_  
Print Signature



**Southern Grove Community Development District  
BOARD AGENDA ITEM  
Board Meeting Date: August 7,2024**

**Subject:**       **SG – Project Everest**  
**Work Authorization No.** WA-19-144-219  
**C&T Project No.** 19-144.SG7.004.0424.W

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**Background:**

On April 9 2023, the Southern Grove CDD Engineer received an application for a Work Authorization for Project Everest. Project Everest is a 192.5-acre commercial development located Northeast of the intersection of SW Anthony F Sansone Sr Blvd and Hegner Drive.

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**Recommended Action:**

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

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

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**Location:**       Southern Grove Community Development District CDD.07

Within Tradition Irrigation Service Area? Yes

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

Grant Related? No

Additional Comments: None

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**Board Action:**

Moved by:

Seconded by:

Action Taken:

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Item Prepared by: Stefan K. Matthes, PE

July 25, 2024

SG - Project Everest  
WA # : 19-144-219  
PROJECT # : 19-144-SG7.004.0424



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**Work Authorization # : 19-144-219**  
**Project # : 19-144.SG7.004.0424**  
SG - Project Everest  
Parcel No. 4326-603-0004-000-2



**CULPEPPER &  
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286

**EXHIBIT**

**LOCATION MAP**

<b>JOB NO: 19-144.SG7.004.0424</b>	<b>SCALE: 1" = 1000'</b>
<b>DRAWN BY: GGOMEZ</b>	<b>DATE: 7/24/2024</b>

\*\*\*DO NOT EXCEED QUANTITIES OR PRICE WITHOUT PRIOR APPROVAL\*\*\*

**COMMUNITY DEVELOPMENT DISTRICT  
("DISTRICT")**

**PURCHASE ORDER NUMBER: SG-2024-07**

**Date: 3/05/2024**

FLORIDA SALES TAX EXEMPTION NUMBER: **85-8013868203C-6**

NO SUBSTITUTIONS WITHOUT PRIOR APPROVAL.

COLLECT SHIPMENTS WILL BE REFUSED.

PAYMENT WILL BE MADE ONLY TO THE VENDOR LISTED BELOW.

VENDOR: **Treasure Coast Wildlife Trappers LLC**  
2137 SW Imperial St  
Port St. Lucie, FL 34987

SHIP/DELIVER  
SERVICES TO: **Southern Grove Community Development District No. 1**  
10807 SW Tradition Square  
Port St. Lucie, FL 34987

TRANSMIT ALL  
INVOICE(S) TO: **Southern Grove Community Development District No. 1**  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

SPECIAL INSTRUCTIONS: See attached Proposal for goods, products, and/or services

TOTAL PRICE: **\$1,000.00**

Date Proposal Approved by District Board of Supervisors: **(6/21/2024 – Approved by District Manager)**

**THE FOLLOWING ATTACHMENTS ARE INCORPORATED INTO THIS PURCHASE ORDER CONTRACT:**

- (1) PURCHASE ORDER TERMS AND CONDITIONS**
- (2) Proposal**



# SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.1 (DISTRICT)

## PURCHASE ORDER TERMS AND CONDITIONS

**ASSIGNMENT:** This purchase order shall not be transferred or assigned to any other Vendor, contractor, bank, lending institution or to any representative or individual without the District's consent which consent may be withheld for any reason.

**MODIFICATIONS:** No modification of this purchase order shall be binding unless the modification is approved in writing by representatives of both parties authorized to modify the purchase order.

**EXCUSABLE DELAYS:** The District may at its option, grant additional time for any delay or failure to perform under this purchase order if the delay will not adversely impact the best interest of the District and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order.

**DEFAULT:** In the event of default by the Vendor, the District may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess cost occasioned by such procurement. The following shall be considered a default:

(1) Failure to make complete deliveries within the promised time. (2) Unauthorized substitution or delivery of goods deemed by the District to be inferior. (3) Inability of the Vendor to fulfill the terms and conditions of this order.

**TERMINATION FOR DEFAULT:** The District reserves the right to terminate this order in whole or in part for default if (a) the Vendor fails to perform in accordance with any of the requirements of this order, or if (b) the Vendor becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against the Vendor under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. Any such termination will be without liability to the District except for completed items delivered and accepted by the District. The Vendor will be liable for excess costs of re-procurement.

**TERMINATION FOR CONVENIENCE/WITHOUT CAUSE:** The District reserves the right to terminate this purchase order in whole or in part, at any time and for any reason. If the purchase order should be terminated for convenience, the District will be relieved of all obligations under this order. The District will only be required to pay to the Vendor that amount of the order actually performed to the date of termination or goods received to the date of termination.

**SHIPPING TERMS:** Unless otherwise specified, all shipments shall be F.O.B. Destination, Freight Pre-paid. Orders must be delivered to the "ship to" address as stated on this purchase order. Any deviations (without prior approval from the District) will constitute a refusal of shipment. Such refusal, requiring redistribution, reshipment and/or storage charges, will be borne by the Vendor. The District will not be responsible for any lost shipment caused by improper shipment.

**PAYMENT TERMS:** By accepting this order, the Vendor agrees that payment terms shall be as set forth in accordance with the Florida Prompt Payment Act.

**INVOICING:** Except as otherwise stated in this purchase order, the Vendor must render the original invoice to the District at the address stated on the order. The purchase order number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

**TAXES:** The District is exempt from Federal and State Taxes, both excise and sales and use, and any other like taxes. Vendors doing business with the District shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with District, nor shall any Vendor be authorized to use the District's tax exemption number in securing such materials.

**CONTRACT TERMS:** If this purchase order is a result of a competitive solicitation award, all conditions, provisions and specifications of the solicitation shall become a part of and are incorporated into this purchase order.

**INTERPRETATION/ VENUE:** This purchase order shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this purchase order, 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.

**DELIVERIES:** Deliveries are to be made to the indicated ship to address between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated. The Vendor shall notify the receiving site of deliveries that require special handling or assistance for off-loading. Failure to give notice will result in the Vendor being billed for any add-on, redelivery, storage, or handling charges.

**INSPECTION:** All materials or goods will be received "subject to inspection and acceptance." Materials or goods found defective or not in accordance with the District's instructions, specifications, drawings, or other data, will remain the property of the Vendor. The District will cancel the purchase order and the materials or goods will be returned at the Vendor's expense. The receipt of or payment for materials and goods shall not be deemed as an acceptance thereof.

**QUANTITIES:** Quantities specified in the order may not be changed without prior written approval of the District. Goods shipped in excess of the quantity designated may be returned at the Vendor's expense. A packing list must be included in each shipment. If no packing list accompanies the shipment, the District's count will be accepted.

**PAYMENT CHANGES:** Payments will be made only to the company and address as set forth on the purchase order unless the Vendor has requested a change on official company letterhead signed by an authorized officer of the company.

**ANTI-DISCRIMINATION:** Vendors doing business with the District are prohibited from discriminating against any employee, applicant, or client because of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, pregnancy, race, religion, religious beliefs, sex, sexual orientation, or veteran status with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

**LIABILITY - COPYRIGHT/PATENT/TRADEMARK:** The Vendor shall save and hold harmless the District, its employees and agents from liability for infringement of any United States patent trademark, or copyright for, or on account of, the use of any product sold to the District or used in the performance of this order.

**INDEMNIFICATION:** Vendor agrees to indemnify, save, and hold harmless the District, its

employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors, or assignees arising out of the services provided under this Purchase Order.

**INSURANCE:** Seller agrees to maintain insurance in accordance with the insurance standards established by the District Manager.

**WARRANTY:** The Vendor warrants and represents to the District that each item of goods or products provided pursuant to this purchase order shall: (a) strictly conform to the requirements of this purchase order, (b) be free from defects in workmanship, materials and design, (c) be merchantable, (d) be fit for its intended use, and (e) be new. Unless otherwise stated in the purchase order, no surplus, rebuilt, reconditioned, or used goods shall be provided. The Vendor warrants that any services provided shall: (a) be performed in a good and competent manner in accordance with professional industry standards (with the level of skill, knowledge and judgment required or reasonably expected of providers of comparable services), (b) meet the terms of this purchase order, and (c) be free from defects. This warranty for quality of services shall be effective for two (2) years after acceptance of all work unless specified otherwise in a bid/proposal award.

**MATERIAL SAFETY DATA SHEET:** The Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 442, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the District at the address stated on this purchase order.

**PUBLICITY:** Use by the District of products or services shall, in no way, constitute an endorsement and the District's name will not be used by the Vendor in any way, manner, or form in product literature or advertising.

**LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland Anti-Kickback, Davis Bacon Act and any applicable environmental regulations.

**E-VERIFY:** The Vendor shall: (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors to do the same; (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes; (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide same to the District upon request; (c) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes; (d) Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and (e) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the Vendor, shall be grounds for the District to order the Vendor immediately terminate the contract with the subcontractor; and (f) Be aware that if the District terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Vendor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the District as a result of the termination of the Agreement.

**PUBLIC RECORDS:** The Vendor shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by the District in conjunction with this purchase order. If the Vendor meets the definition of "contractor" as set forth in Section 119.0701, Florida Statutes, the Vendor shall also:

- Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service;
- Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and upon termination of the purchase order transfer to the District, at no cost, all public records in possession of the Vendor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the District's information technology systems.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to the purchase order, contact the District's custodian of public records at (877) 737-4922, 2501A Burns Rd, Palm Beach Gardens, FL 33410, [bsakuma@sdsinc.org](mailto:bsakuma@sdsinc.org).

**INDEPENDENT CONTRACTOR:** The Vendor is an independent contractor and is not an employee or agent of the District. Nothing in this purchase order shall be interpreted to establish any relationship other than that of an independent contractor between the District, on the one hand, and the Vendor and the Vendor's employees, agents, or subcontractors, on the other, during or after the performance of this purchase order. The Vendor shall take the whole responsibility and shall bear all losses resulting to the Vendor on account of errors or omissions.

**ENTIRE AGREEMENT:** This purchase order constitutes the entire agreement between the parties with respect to the subject matter of this purchase order and supersedes all prior oral or written agreements between the parties.

**287.05701, Florida Statutes.** The District may not request documentation of or consider a vendor's social, political, or ideological interests during vendor selection. Further, the District may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

Providing any of the goods, products, and/or services specified on this Purchase Order shall constitute the Vendor's (1) acceptance of the terms and conditions set forth or incorporated herein and (2) reaffirmation as true of all representations made by the Vendor to induce the District to issue this Purchase Order.



# QUOTE



## FROM

Treasure Coast Wildlife Trappers  
2137 SW Imperial St.  
Port St. Lucie FL  
34987  
(772) 626-3584

## BILL TO

Southern Grove CDD 1  
c/o Special District Services,  
Inc.  
2501A Burns Rd.  
Palm Beach Gardens, FL 33410

## QUOTE #

024-037

## QUOTE DATE

06/19/2024

## DESCRIPTION

## AMOUNT

Proposal Contract:

0.00

- Raccoon Removal @ Southern Grove CDD 1

### Parties:

This contract ("Contract") is entered into between Treasure Coast Wildlife Trappers ("Vendor"), and Southern Grove CDD 1 ("Client")

### Scope of Work:

Vendor agrees to provide wildlife trapping services to remove raccoons from Southern Grove CDD 1 properties, as requested by Client. Services will include humane trapping and removal of raccoons from specified areas within the Southern Grove CDD 1 Properties.

### Contract Duration:

This Contract shall commence on [Start Date] and continue for a period of one (1) year ("Contract Term"), unless terminated earlier as provided herein.

### \*\*Cost Structure:\*\*

1. **\*\*One-Time Set-Up Cost:\*\*** Client agrees to pay Vendor a one-time set-up fee of one thousand two hundred and fifty dollars (\$1,250.00) upon execution of this Contract.

2. **\*\*Performance-Based Cost:\*\*** Client agrees to pay Vendor one hundred dollars (\$100.00) per raccoon successfully trapped and removed from Southern Grove CDD 1 properties. Payment for raccoon removal services shall be due within thirty (30) days of receipt of an invoice from Vendor.

### Compliance with Laws:

Vendor shall comply with all applicable state, federal, and local laws, regulations, and ordinances in the provision of wildlife trapping services under this Contract.

under this Contract.

**Transparency Measures:**

During raccoon removal projects, Vendor shall provide time and date stamped photos to Client for transparency, documentation and research purposes.

**Termination:**

Either party may terminate this Contract with thirty (30) days' written notice to the other party. In the event of termination, Client shall pay Vendor for all services rendered up to the effective date of termination.

**Miscellaneous:**

1. Indemnification: Vendor agrees to indemnify and hold harmless Client from any claims, damages, or liabilities arising from Vendor's performance under this Contract.

2. Insurance: Vendor shall maintain adequate liability insurance throughout the Contract Term and provide proof of insurance upon Client's request.

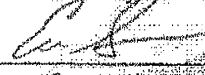
3. Assignment: Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party.

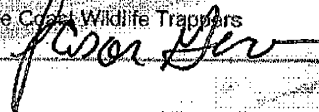
4. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

5. Entire Agreement: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

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

Tradition Community Development District 1

By:   
Name: Eric S. Saxon  
Title: Chairman  
Date: 11/15/24

Treasure Coast Wildlife Trappers  
By:   
Name: Jason Der  
Title:  
Date:

TOTAL

\$0.00

Prepared by and return to:  
Port St Lucie Utility Systems Dept.  
1001 SE Prineville Street  
Port St Lucie, FL 34983

**UTILITY EASEMENT**

**THIS INDENTURE** made and entered into this 18<sup>th</sup> day of June, 2024, by and between Southern Grove Community Development District No. 5 ("Grantor"), owner of the property for which this document applies, whose mailing address is 121 SW Port St. Lucie Blvd, Port St Lucie, Florida 34984 and the **CITY OF PORT ST. LUCIE**, a Florida Municipal Corporation ("Grantee"), whose mailing address is 1001 SE Prineville St., Port St. Lucie, Florida 34983:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

**WITNESSETH:**

That Grantor is the owner in fee simple of that certain real property (the "Property") lying, located and being in St. Lucie County, Florida and more particularly described in Exhibit "A", attached hereto and made a part hereof; and

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and warrants to the Grantee, its successors and assigns, an easement in perpetuity for utility purposes, more particularly described in Exhibit "B" (the "Easement Premises"), attached hereto and incorporated herein by reference, which shall run with and be a burden upon the Property.

Grantor and Grantee agree that there will be no improvement planted or constructed within the boundaries of the Easement Premises without written approval by the Grantee. Should the Grantor plant or construct such improvement, it is subject to removal or destruction by the Grantee, without liability or responsibility thereof on the part of the Grantee.

Grantor further grants to the Grantee, its agents, employees, contractors, designees and assigns, a general ingress/egress easement over and across its driveways, parking, common or open areas of the Property for the purpose of access to Easement Premises for, installation of, modification of, and/or maintenance of, any of the Grantee's utility pipelines, appurtenances, facilities and equipment.

Grantor hereby covenants and warrants that Grantor owns the said land described herein, or is an agent of Grantor, and has the right to grant this easement.

*(Continued on next page)*

**IN WITNESS WHEREOF**, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

*Angela Shepherd*  
**WITNESS ONE**

Angela Shepherd  
Print Name

*Garrett Alan Barnes Jr.*  
**WITNESS TWO**

Garrett Alan Barnes Jr.  
Print Name  
*(document requires two witnesses' signatures)*

*Eric Sexauer*  
**GRANTOR** (owner/agent of property)

Eric Sexauer / Chair  
Print Name/ Title

\_\_\_\_\_  
Company (if applicable)

STATE OF FLORIDA

COUNTY OF ST LUCIE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18 day of JUNE 2024, by ERIC SEXAUER who is personally known to me or has produced \_\_\_\_\_ as identification.

No



*Angela Shepherd*  
Notary Public  
Print Name: Angela Shepherd  
My Commission Expires: 3-12-26

*Please return this form and attached exhibits to*



**EXHIBIT "A"**

**Legal Description of the Property**

**Parcel ID # 4325-601-0001-000-5**

# EXHIBIT B

## LEGAL DESCRIPTION

BEING A PORTION OF WATER MANAGEMENT TRACT 1, SOUTHERN GROVE PLAT NO. 38, AS RECORDED IN PLAT BOOK 100, PAGE 13, PUBLIC RECORDS OF ST. LUCIE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID WATER MANAGEMENT TRACT 1, ALSO BEING THE SOUTHEASTERLY CORNER OF SAID SOUTHERN GROVE PLAT NO. 38; THENCE ALONG THE EASTERLY LINE OF SAID SOUTHERN GROVE PLAT NO. 38, NORTH 04°25'12" WEST, A DISTANCE OF 1,376.58 FEET TO A POINT OF CURVATURE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 6,987.97 FEET, THENCE NORTHWEST ALONG THE ARC OF SAID CURVE A DISTANCE OF 239.81 FEET, THROUGH A CENTRAL ANGLE OF 01°57'58", HAVING A CHORD BEARING NORTH 05°24'11" WEST, WITH A CHORD DISTANCE OF 239.80 FEET TO A POINT ON THE NORTHERLY LINE OF AN EXISTING 20 FOOT UTILITY EASEMENT, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF PLAT, ALONG SAID NORTHERLY LINE, SOUTH 89°44'14" WEST, A DISTANCE OF 204.21 FEET TO A POINT; THENCE NORTH 49°59'18" WEST, A DISTANCE OF 109.00 FEET TO A POINT; THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 64°46'29" EAST, A DISTANCE OF 117.27 FEET TO A POINT; THENCE, PARALLEL TO SAID NORTHERLY LINE, NORTH 89°44'14" WEST, A DISTANCE OF 179.34 FEET TO A POINT ON A NON-RADIAL CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 6,987.97 FEET, THENCE SOUTHEAST ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.12 FEET, THROUGH A CENTRAL ANGLE OF 00°09'54", HAVING A CHORD BEARING SOUTH 06°28'07" EAST, WITH A CHORD DISTANCE OF 20.12 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 0.126± ACRES, MORE OR LESS.

**NOTE:** THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

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



Digitally signed  
by Thomas P  
Kiernan  
Date:  
2024.05.10  
12:05:27 -04'00'

THOMAS P. KIERNAN  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

Sheet 1 of 2



**CULPEPPER &  
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286

**LEGAL**

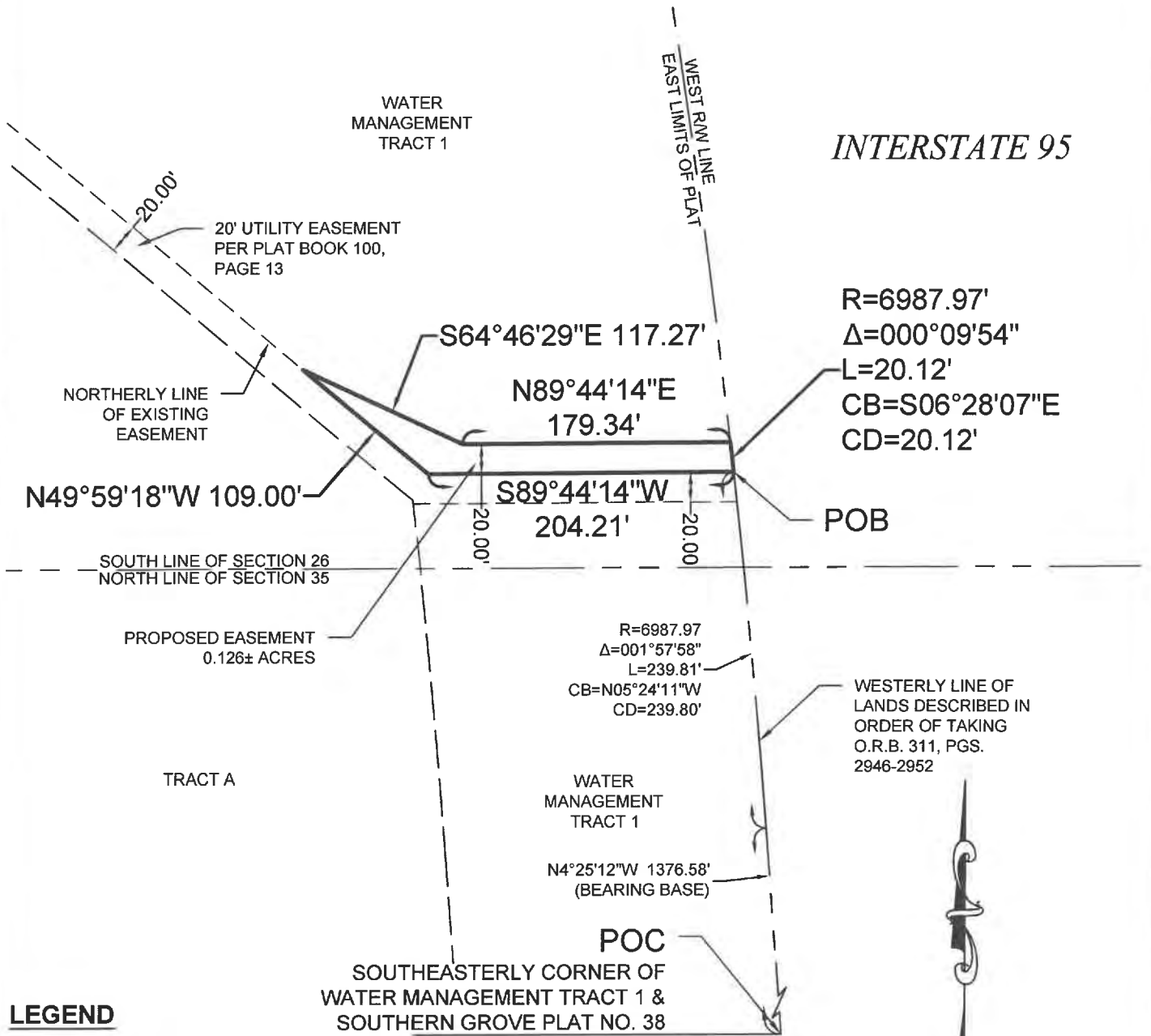
**UTILITY EASEMENT**

DATE: 5/9/24	DRAWN LEH
SCALE: N/A	JOB No. 21-137.200

# EXHIBIT B

THIS IS NOT A SURVEY

INTERSTATE 95



## LEGEND

- R = RADIUS
- Δ = DELTA
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- L = ARC LENGTH
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- RAW = RIGHT OF WAY

NOTE: BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF SOUTHERN GROVE PLAT NO. 38, HAVING A BEARING OF NORTH 04°25'12" WEST



Sheet 2 of 2



## CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

## SKETCH

### UTILITY EASEMENT

DATE: 5/9/24	DRAWN: LEH
SCALE: 1" = 100'	JOB No. 21-137.200

REQUISITION NO. [ 4 ]

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5  
SPECIAL ASSESSMENT BONDS, SERIES 2024  
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the "Issuer") hereby submits the following requisition for disbursement from the 2024 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated December 17, 2014, as supplemented by that certain Ninth Supplemental Indenture, dated as of April 1, 2024 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: 4
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$474,557.93**

The undersigned hereby certifies that:

1. This requisition is for a Cost of the 2024 CI Project payable from the 2024 Acquisition and Construction Account and does **not** include any Cost related to the TIM Project; and
2. Each disbursement set forth above is a proper charge against the 2024 Acquisition and Construction Account.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price for the 2024 CI Project pursuant to a written agreement between the District and the other party named therein receiving payment and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

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


By:   
Responsible Officer

Date: 6/6/2024

The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2024 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2024 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 CI Project for which disbursement is made hereby, if acquisition or reimbursement is being made pursuant to an agreement.

**[CONSULTING ENGINEER]**

By:   
Name: Butch Terpening, P.E.  
Title: District Engineer  
Date: June 7, 2024



**REVISED**  
3:50 pm, Jun 05, 2024

**PAYMENT APPLICATION**

To: Mattamy Palm Beach, LLC  
1500 Gateway Boulevard Suite 200  
Boynton Beach, FL 33426

PROJECT NAME Marshall Pkwy Ext Ph III  
AND LOCATION: Becker Road West of Tradition Pkwy

APPLICATION #: 4 Invoice #: 231600-04

**EMAILED**  
Jun 05 2024  
Matt Guettler

PERIOD THRU: 5/25/2024

PROJECT #: 231600

FROM: Guettler Brothers Construction LLC  
4401 Whiteway Dairy Rd  
Fort Pierce, FL 34947

DATE OF CONTRACT: 1/2/2024

**CONTRACTOR'S SUMMARY OF WORK**

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

1.	CONTRACT AMOUNT	\$	1,841,952.53
2.	SUM OF ALL CHANGE ORDERS	\$	-
3.	CURRENT CONTRACT AMOUNT	\$	1,841,952.53
4.	TOTAL COMPLETED & STORED	\$	1,801,059.51
5.	RETAINAGE:		
a.	VARIABLE of Completed Work	\$	180,105.95
b.	0% of Materials Stored	\$	-
	TOTAL RETAINAGE	\$	180,105.95
6.	TOTAL COMPLETED & STORED LESS RETAINAGE	\$	1,620,953.56
7.	LESS PREVIOUS PAYMENT APPLICATIONS	\$	1,146,395.63
8.	PAYMENT DUE	\$	<b>474,557.93</b>
9.	BALANCE TO COMPLETION	\$	220,998.97

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

CONTRACTOR: Guettler Brothers Construction LLC

By:  Date: 6/5/2024

Benjamin Guettler

State of: Florida

County of: Saint Lucie



SHARON M. MORRIS  
Commission # IHH 280044  
Expires July 31, 2026

Subscribed and sworn to before me this 5 day of June 2024

Notary Public: Sharon M. Morris  
My Commission Expires: 7/31/2026

X 

**ENGINEER'S CERTIFICATION**

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

CERTIFIED AMOUNT: \$ 474,557.93  
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Engineer:  Date: 6/6/24

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



**CONTINUATION PAGE - COMPLETED WORK**

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

04

Invoice Date: 5/25/24

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE			
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	Percent	Amount
A			EROSION CONTROL / CLEARING / EARTHWORK																			
A1	101-1	300100	MOBILIZATION/GENERAL CONDITIONS/BONDS/MOT	1.00	LS	42,987.00	42,987.00	0.25	10,746.75	25%	0.75	32,240.25	75%	1.00	42,987.00	100%	0.00	0.00	0.00	10%	0.00	4,298.70
A2	104-10-3	30030	SEDIMENT BARRIER	4,080.00	LF	1.97	8,037.60	4,080.00	8,037.60	100%		0.00	0%	4,080.00	8,037.60	100%	0.00	0.00	0.00	10%	0.00	803.76
A3	104-11	30030	FLOATING TURBIDITY BARRIER	240.00	LF	12.82	3,076.80	100.00	1,282.00	42%	140.00	1,794.80	58%	240.00	3,076.80	100%	0.00	0.00	0.00	10%	0.00	307.68
A4	104-15	30030	SOILS TRACKING PREVENTION DEVICE	1.00	EA	5,000.00	5,000.00	1.00	5,000.00	100%		0.00	0%	1.00	5,000.00	100%	0.00	0.00	0.00	10%	0.00	500.00
A5	104-18	30030	INLET PROTECTION SYSTEM	16.00	EA	94.18	1,506.88	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	16.00	1,506.88	10%	0.00	0.00	-
A6	110-1	30510	CLEARING & GRUBBING (Disc Only)	7.60	AC	1,200.00	9,120.00	7.60	9,120.00	100%		0.00	0%	7.60	9,120.00	100%	0.00	0.00	0.00	10%	0.00	912.00
A7	120-1	30510	REGULAR EXCAVATION	3,378.00	CY	5.00	16,890.00	3,378.00	16,890.00	100%		0.00	0%	3,378.00	16,890.00	100%	0.00	0.00	0.00	10%	0.00	1,689.00
A8	120-6	30510	EMBANKMENT	9,099.00	CY	15.00	136,485.00	8,574.00	128,610.00	94%	525.00	7,875.00	6%	9,099.00	136,485.00	100%	0.00	0.00	0.00	10%	0.00	13,648.50
			<b>SUBTOTAL</b>				<b>223,103.28</b>		<b>179,686.35</b>			<b>41,910.05</b>			<b>221,596.40</b>			<b>1,506.88</b>			<b>22,159.64</b>	

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE			
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	Percent	Amount
B			ROADWAY & PAVEMENT																			
B1	160-4	31030	TYPE B STABILIZATION (12" THICK)	9,767.00	SY	4.00	39,068.00	9,767.00	39,068.00	100%		0.00	0%	9,767.00	39,068.00	100%	0.00	0.00	0.00	10%	0.00	3,906.80
B2	285-710	31030	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	8,500.00	SY	20.00	170,000.00	8,500.00	170,000.00	100%		0.00	0%	8,500.00	170,000.00	100%	0.00	0.00	0.00	10%	0.00	17,000.00
B3	327-70-01	31030	MILLING EXISTING ASPH PAVT, 1" AVG DEPTH	130.00	SY	65.00	8,450.00	130.00	8,450.00	100%		0.00	0%	130.00	8,450.00	100%	0.00	0.00	0.00	10%	0.00	845.00
B4	334-1-13	31030	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-12.5) (2" THICK)	911.80	TON	185.00	168,683.00	0.00	0.00	0%	911.80	168,683.00	100%	911.80	168,683.00	100%	0.00	0.00	0.00	10%	0.00	16,868.30
B5	337-7-82	31050	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (FC-9.5) (1" THICK)	455.90	TON	250.00	113,975.00	0.00	0.00	0%	455.90	113,975.00	100%	455.90	113,975.00	100%	0.00	0.00	0.00	10%	0.00	11,397.50
B6	520-1-10	31045	CONCRETE CURB & GUTTER, TYPE F	3,632.00	LF	17.50	63,560.00	3,632.00	63,560.00	100%		0.00	0%	3,632.00	63,560.00	100%	0.00	0.00	0.00	10%	0.00	6,356.00
B7	520-2-4	31045	CONCRETE CURB, TYPE D	80.00	LF	25.00	2,000.00	0.00	0.00	0%	80.00	2,000.00	100%	80.00	2,000.00	100%	0.00	0.00	0.00	10%	0.00	200.00
B8	522-1	31040	CONCRETE SIDEWALK/PADS, 4" THICK	4,578.00	SY	55.00	251,790.00	4,200.00	231,000.00	92%	378.00	20,790.00	8%	4,578.00	251,790.00	100%	0.00	0.00	0.00	10%	0.00	25,179.00
B9	527-2	31240	DETECTABLE WARNINGS	80.00	SF	100.00	8,000.00	0.00	0.00	0%	80.00	8,000.00	100%	80.00	8,000.00	100%	0.00	0.00	0.00	10%	0.00	800.00
B10	570-1-2	33210	PERFORMANCE TURF, SOD (BAHIA)	22,956.00	SY	2.70	61,981.20	4,000.00	10,800.00	17%	18,956.00	51,181.20	83%	22,956.00	61,981.20	100%	0.00	0.00	0.00	10%	0.00	6,198.12
B11	590-70		LANDSCAPE COMPLETE - (TREES, SHRUBS, MULCH) - BY OTHERS	1.00	LS	0.00	0.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	0.00	0.00	10%	0.00	-
B12	590-80		IRRIGATION SYSTEM - BY OTHERS	1.00	LS	0.00	0.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	0.00	0.00	10%	0.00	-
			<b>SUBTOTAL</b>				<b>647,526.00</b>		<b>342,078.00</b>			<b>305,448.00</b>			<b>647,526.00</b>			<b>0.00</b>			<b>64,752.60</b>	



**CONTINUATION PAGE - COMPLETED WORK**

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

04

Invoice Date: 5/25/24

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE			
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	Percent	Amount
C			DRAINAGE																			
C1	425-1-351	31010	INLETS, CURB, TYPE P-5, <10'	9.00	EA	8,253.72	74,283.48	9.00	74,283.48	100%	0.00	0.00	0%	9.00	74,283.48	100%	0.00	0.00	0.00	10%	0.00	7,428.35
C2	425-1-361	31010	INLETS, CURB, TYPE P-6, <10'	2.00	EA	8,617.72	17,235.44	2.00	17,235.44	100%	0.00	0.00	0%	2.00	17,235.44	100%	0.00	0.00	0.00	10%	0.00	1,723.54
C3	425-1-553	31010	INLETS, DITCH BOTTOM, TYPE E, <10'	3.00	EA	6,922.62	20,767.86	3.00	20,767.86	100%	0.00	0.00	0%	3.00	20,767.86	100%	0.00	0.00	0.00	10%	0.00	2,076.79
C4	425-1-910	31010	INLETS, CLOSED FLUME	2.00	EA	9,024.52	18,049.04	2.00	18,049.04	100%	0.00	0.00	0%	2.00	18,049.04	100%	0.00	0.00	0.00	10%	0.00	1,804.90
C5	425-2-61	31010	MANHOLES, P-7, <10'	2.00	EA	5,788.42	11,576.84	2.00	11,576.84	100%	0.00	0.00	0%	2.00	11,576.84	100%	0.00	0.00	0.00	10%	0.00	1,157.68
C6	430-174-118	31010	PIPE CULVERT, HPPP, ROUND, 18"	653.00	LF	69.92	45,657.76	653.00	45,657.76	100%	0.00	0.00	0%	653.00	45,657.76	100%	0.00	0.00	0.00	10%	0.00	4,565.78
C7	430-174-124	31010	PIPE CULVERT, HPPP, ROUND, 24"	1,068.00	LF	102.96	109,961.28	1,068.00	109,961.28	100%	0.00	0.00	0%	1,068.00	109,961.28	100%	0.00	0.00	0.00	10%	0.00	10,996.13
C8	430-174-130	31010	PIPE CULVERT, CAP, ROUND, 30"	238.00	LF	160.32	38,156.16	238.00	38,156.16	100%	0.00	0.00	0%	238.00	38,156.16	100%	0.00	0.00	0.00	10%	0.00	3,815.62
C9	446-1-1	31010	EDGEDRAIN, STANDARD (I-DRAIN)	7,152.00	LF	28.06	200,685.12	3,576.00	100,342.56	50%	2,857.00	80,167.42	40%	6,433.00	180,509.98	90%	719.00	20,175.14	10%	0.00	18,051.00	
			<b>SUBTOTAL</b>				<b>536,372.98</b>		<b>436,030.42</b>			<b>80,167.42</b>			<b>516,197.84</b>			<b>20,175.14</b>			<b>51,619.78</b>	

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE			
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	Percent	Amount
D			FIBER OPTICS																			
D1	715-2-115	31010	2" CONDUIT (F&I) UNDERGROUND, PVC SCHEDULE 40)	5,640.00	LF	11.66	65,762.40	5,640.00	65,762.40	100%	0.00	0.00	0%	5,640.00	65,762.40	100%	0.00	0.00	0.00	10%	0.00	6,576.24
D2	633-1123	31010	FIBER OPTIC CABLE (96 STRAND)	1,880.00	LF	9.70	18,236.00	0.00	0.00	0%	1,880.00	18,236.00	100%	1,880.00	18,236.00	100%	0.00	0.00	0.00	10%	0.00	1,823.60
D3	635-2-11	31010	PULL & SPLICE BOX (F&I) 13" x 24" COVER	3.00	EA	3,687.84	11,063.52	1.00	3,687.84	33%	2.00	7,375.68	67%	3.00	11,063.52	100%	0.00	0.00	0.00	10%	0.00	1,106.35
			<b>SUBTOTAL</b>				<b>95,061.92</b>		<b>69,450.24</b>			<b>25,611.68</b>			<b>95,061.92</b>			<b>0.00</b>			<b>9,506.19</b>	

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE			
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	Percent	Amount
E			PAVEMENT MARKING AND SIGNAGE																			
E1	700-1-11A	31240	SINGLE POST SIGN, F&I GM, <12 SF (R1-1 STOP)	1.00	EA	265.00	265.00	0.00	0.00	0%	1.00	265.00	100%	1.00	265.00	100%	0.00	0.00	0.00	10%	0.00	26.50
E2	700-1-11B	31240	SINGLE POST SIGN, F&I GM, <12 SF (R1-2 YIELD)	1.00	EA	525.00	525.00	0.00	0.00	0%	1.00	525.00	100%	1.00	525.00	100%	0.00	0.00	0.00	10%	0.00	52.50
E3	700-1-11C	31240	SINGLE POST SIGN, F&I GM, <12 SF (R2-1 SPEED LIMIT)	3.00	EA	525.00	1,575.00	0.00	0.00	0%	3.00	1,575.00	100%	3.00	1,575.00	100%	0.00	0.00	0.00	10%	0.00	157.50
E4	700-1-11D	31240	STREET SIGNS (MARSHALL PARKWAY)	1.00	EA	481.00	481.00	0.00	0.00	0%	1.00	481.00	100%	1.00	481.00	100%	0.00	0.00	0.00	10%	0.00	48.10
E5	700-1-11E	31240	STREET SIGNS (COMMUNITY BLVD)	1.00	EA	481.00	481.00	0.00	0.00	0%	1.00	481.00	100%	1.00	481.00	100%	0.00	0.00	0.00	10%	0.00	48.10
E6	700-1-11F	31240	SINGLE POST SIGN, F&I GM, <12 SF (W2-6) ROUNDABOUT CIRCULATION PLAQUE)	1.00	EA	550.00	550.00	0.00	0.00	0%	1.00	550.00	100%	1.00	550.00	100%	0.00	0.00	0.00	10%	0.00	55.00
E7	700-1-11G	31240	SINGLE POST SIGN, F&I GM, <12 SF (W13-1P) ROUNDABOUT SPEED LIMIT	1.00	EA	550.00	550.00	0.00	0.00	0%	1.00	550.00	100%	1.00	550.00	100%	0.00	0.00	0.00	10%	0.00	55.00



**CONTINUATION PAGE - COMPLETED WORK**

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

04

Invoice Date:

5/25/24

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE		
				Qty	Unit	Price	Amount	Qty	Percent	Amount	Qty	Percent	Amount	Qty	Percent	Amount	Qty	Percent	Amount	Percent	Amount
E8	700-1-11H	31240	SINGLE POST SIGN, F&I GM, < 12 SF (W11-2) PEDESTRIAN CROSSING SIGN	2.00	EA	550.00	1,100.00	0.00	0%	2.00	100%	1,100.00	2.00	100%	1,100.00	0.00	0%	0.00	0.00	10%	110.00
E9	700-1-11I	31240	SINGLE POST SIGN, F&I GM, < 12 SF (W16-7PU) PEDESTRIAN CROSSING SIGN	2.00	EA	550.00	1,100.00	0.00	0%	2.00	100%	1,100.00	2.00	100%	1,100.00	0.00	0%	0.00	0.00	10%	110.00
E10	700-1-11J	31240	SINGLE POST SIGN, F&I GM, < 12 SF (R4-7) KEEP RIGHT	1.00	EA	550.00	550.00	0.00	0%	1.00	100%	550.00	1.00	100%	550.00	0.00	0%	0.00	0.00	10%	55.00
E11	706-3	31240	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	120.00	EA	6.00	720.00	0.00	0%	60.00	50%	360.00	60.00	50%	360.00	60.00	50%	360.00	0.00	10%	36.00
E12	711-11-121	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	4,220.00	LF	2.00	8,440.00	0.00	0%	2,000.00	47%	4,000.00	2,000.00	47%	4,000.00	2,220.00	53%	4,440.00	4,440.00	10%	400.00
E13	711-11-123	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	195.00	LF	1.80	351.00	0.00	0%	80.00	41%	144.00	80.00	41%	144.00	115.00	59%	207.00	207.00	10%	14.40
E14	711-11-124	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	220.00	LF	2.00	440.00	0.00	0%	100.00	45%	200.00	100.00	45%	200.00	120.00	55%	240.00	240.00	10%	20.00
E15	711-11-125	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	170.00	LF	2.00	340.00	0.00	0%	70.00	41%	140.00	70.00	41%	140.00	100.00	59%	200.00	200.00	10%	14.00
E16	711-11-144	31240	THERMOPLASTIC, STANDARD, WHITE, 2' - 2' DOT	36.00	LF	2.00	72.00	0.00	0%	0.00	0%	0.00	0.00	0%	0.00	36.00	100%	72.00	72.00	10%	7.20
E17	711-11-170	31240	THERMOPLASTIC, STANDARD, WHITE, ARROW	6.00	EA	2.00	12.00	0.00	0%	0.00	0%	0.00	0.00	0%	0.00	6.00	100%	12.00	12.00	10%	1.20
E18	711-11-180	31240	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	15.00	LF	2.00	30.00	0.00	0%	0.00	0%	0.00	0.00	0%	0.00	15.00	100%	30.00	30.00	10%	3.00
E19	711-11-221	31240	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	3,900.00	LF	3.50	13,650.00	0.00	0%	0.00	0%	0.00	0.00	0%	0.00	3,900.00	100%	13,650.00	13,650.00	10%	1,365.00
<b>SUBTOTAL</b>							<b>31,232.00</b>		<b>0.00</b>			<b>12,021.00</b>			<b>12,021.00</b>			<b>19,211.00</b>			<b>1,202.10</b>

F	F1	F2	F3	F4	F5	SUBTOTAL	UTILITIES			SUBTOTAL												
							Qty	Unit	Price													
							164.00	LF	41.92	6,874.88	164.00	100%	6,874.88	164.00	100%	6,874.88	0.00	0%	0.00	0.00	10%	687.49
							1.00	EA	5,512.34	5,512.34	1.00	100%	5,512.34	1.00	100%	5,512.34	0.00	0%	0.00	0.00	10%	551.23
							3.00	EA	6,399.19	19,197.57	3.00	100%	19,197.57	3.00	100%	19,197.57	0.00	0%	0.00	0.00	10%	1,919.76
							4.00	EA	7,368.11	29,472.44	4.00	100%	29,472.44	4.00	100%	29,472.44	0.00	0%	0.00	0.00	10%	2,947.24
							4.00	EA	8,535.78	34,143.12	4.00	100%	34,143.12	4.00	100%	34,143.12	0.00	0%	0.00	0.00	10%	3,414.31
<b>SUBTOTAL</b>										<b>68,675.15</b>			<b>68,675.15</b>			<b>68,675.15</b>			<b>0.00</b>			<b>6,867.52</b>

<b>ORIGINAL CONTRACT TOTAL</b>										<b>1,841,952.53</b>	<b>1,273,772.92</b>	<b>527,286.59</b>	<b>1,801,059.51</b>	<b>40,893.02</b>	<b>180,105.95</b>
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<b>TOTAL WORK COMPLETED</b>										<b>1,841,952.53</b>	<b>1,273,772.92</b>	<b>527,286.59</b>	<b>1,801,059.51</b>	<b>40,893.02</b>	<b>180,105.95</b>
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REQUISITION NO. [ 5 ]

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5  
SPECIAL ASSESSMENT BONDS, SERIES 2024  
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the "Issuer") hereby submits the following requisition for disbursement from the 2024 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated December 17, 2014, as supplemented by that certain Ninth Supplemental Indenture, dated as of April 1, 2024 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: 5
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$18,646.09**


The undersigned hereby certifies that:

1. This requisition is for a Cost of the 2024 CI Project payable from the 2024 Acquisition and Construction Account and does **not** include any Cost related to the TIM Project; and
2. Each disbursement set forth above is a proper charge against the 2024 Acquisition and Construction Account.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price for the 2024 CI Project pursuant to a written agreement between the District and the other party named therein receiving payment and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

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

By:  \_\_\_\_\_  
Responsible Officer

Date: 6/18/2024

The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2024 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2024 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 CI Project for which disbursement is made hereby, if acquisition or reimbursement is being made pursuant to an agreement.

**[CONSULTING ENGINEER]**



By: \_\_\_\_\_  
Name: J.P. "Butch" Terpening, P.E  
Title: District Engineer  
Date: June 18, 2024

**PAYMENT APPLICATION**

To: Mattamy Palm Beach, LLC  
 1500 Gateway Boulevard Suite 200  
 Boynton Beach, FL 33426

PROJECT NAME Marshall Pkwy Ext Ph III  
 AND LOCATION: Becker Road West of Tradition Pkwy

Invoice #: 231600-05

APPLICATION #: 5

PERIOD THRU: 6/12/2024

PROJECT #: 231600

DATE OF CONTRACT: 1/2/2024



FROM: Guettler Brothers Construction LLC  
 4401 Whiteway Dairy Rd  
 Fort Pierce, FL 34947

**CONTRACTOR'S SUMMARY OF WORK**

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

1. CONTRACT AMOUNT	\$ 1,841,952.53
2. SUM OF ALL CHANGE ORDERS	\$ -
3. CURRENT CONTRACT AMOUNT	\$ 1,841,952.53
4. TOTAL COMPLETED & STORED	\$ 1,821,777.39
5. RETAINAGE:	
a. VARIABLE of Completed Work	\$ 182,177.74
b. 0% of Materials Stored	\$ -
TOTAL RETAINAGE	\$ 182,177.74
6. TOTAL COMPLETED & STORED LESS RETAINAGE	\$ 1,639,599.65
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$ 1,620,953.56
8. PAYMENT DUE	<b>\$ 18,646.09</b>
9. BALANCE TO COMPLETION	\$ 202,352.88

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

CONTRACTOR: Guettler Brothers Construction LLC

By: Date: 6/12/2024

Benjamin Guettler

State of: Florida

County of: Saint Lucie



SHARON M. MORRIS  
 Commission # HH 280044  
 Expires July 31, 2026

Subscribed and sworn to before me this 12 day of June 2024

Notary Public: Sharon M. Morris  
 My Commission Expires: 7/31/2026

X

**ENGINEER'S CERTIFICATION**

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

CERTIFIED AMOUNT: **\$ 18,646.09**

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

Engineer: Date: 6/12/24

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

**CONTINUATION PAGE - COMPLETED WORK**

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

05

Invoice Date: 8/12/24

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE		
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	PERCENT
A			EROSION CONTROL / CLEARING / EARTHWORK																		
A1	104-1	300100	MOBILIZATION/GENERAL CONDITIONS/BONDS/MOT	1.00	LS	42,987.00	42,987.00	1.00	42,987.00	100%	0.00	0.00	0%	1.00	42,987.00	100%	0.00	0.00	0.00	10%	4,298.70
A2	104-10-3	300300	SEDIMENT BARRIER	4,080.00	LF	1,937.50	8,037.60	4,080.00	8,037.60	100%	0.00	0.00	0%	4,080.00	8,037.60	100%	0.00	0.00	0.00	10%	803.76
A3	104-11	300300	FLOATING TURBIDITY BARRIER	240.00	LF	12,822.00	3,076.80	240.00	3,076.80	100%	0.00	0.00	0%	240.00	3,076.80	100%	0.00	0.00	0.00	10%	307.68
A4	104-15	300900	SOILS TRACKING PREVENTION DEVICE	1.00	EA	5,000.00	5,000.00	1.00	5,000.00	100%	0.00	0.00	0%	1.00	5,000.00	100%	0.00	0.00	0.00	10%	500.00
A5	104-18	300800	INLET PROTECTION SYSTEM	18.00	EA	84.18	1,506.86	0.00	0.00	0%	18.00	1,506.86	100%	0.00	0.00	0%	0.00	0.00	0.00	10%	150.69
A6	110-1	305100	CLEARING & GRUBBING (DHC Only)	7.00	AC	1,200.00	8,120.00	7.00	8,120.00	100%	0.00	0.00	0%	7.00	8,120.00	100%	0.00	0.00	0.00	10%	912.00
A7	120-1	305100	REGULAR EXCAVATION	3,378.00	CY	5.00	16,890.00	3,378.00	16,890.00	100%	0.00	0.00	0%	3,378.00	16,890.00	100%	0.00	0.00	0.00	10%	1,689.00
A8	130-6	305100	EMBANKMENT	9,099.00	CY	15.00	136,485.00	9,099.00	136,485.00	100%	0.00	0.00	0%	9,099.00	136,485.00	100%	0.00	0.00	0.00	10%	13,648.50
			<b>SUBTOTAL</b>				<b>223,103.28</b>		<b>223,103.28</b>		<b>1,506.86</b>			<b>223,103.28</b>			<b>0.00</b>		<b>0.00</b>		<b>22,310.33</b>

B			ROADWAY & PAVEMENT																		
B1	160-4	310500	TYPE B STABILIZATION (12" THICK)	9,767.00	SY	4.00	39,068.00	9,767.00	39,068.00	100%	0.00	0.00	0%	9,767.00	39,068.00	100%	0.00	0.00	0.00	10%	3,906.80
B2	265-710	310500	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	8,500.00	SY	20.00	170,000.00	8,500.00	170,000.00	100%	0.00	0.00	0%	8,500.00	170,000.00	100%	0.00	0.00	0.00	10%	17,000.00
B3	327-70-01	310500	MILLING EXISTING ASPH PAVT, 1" AVG DEPTH	130.00	SY	65.00	8,450.00	130.00	8,450.00	100%	0.00	0.00	0%	130.00	8,450.00	100%	0.00	0.00	0.00	10%	845.00
B4	334-1-13	310500	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (SP-11.5) (2" THICK)	914.80	TON	185.00	168,883.00	914.80	168,883.00	100%	0.00	0.00	0%	914.80	168,883.00	100%	0.00	0.00	0.00	10%	16,888.30
B5	337-7-82	310500	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (PC-9.5) (1" THICK)	455.90	TON	260.00	113,975.00	455.90	113,975.00	100%	0.00	0.00	0%	455.90	113,975.00	100%	0.00	0.00	0.00	10%	11,397.50
B6	520-1-10	310450	CONCRETE CURB & GUTTER, TYPE F	3,632.00	LF	17.50	63,560.00	3,632.00	63,560.00	100%	0.00	0.00	0%	3,632.00	63,560.00	100%	0.00	0.00	0.00	10%	6,356.00
B7	520-2-4	310450	CONCRETE CURB, TYPE D	80.00	LF	25.00	2,000.00	80.00	2,000.00	100%	0.00	0.00	0%	80.00	2,000.00	100%	0.00	0.00	0.00	10%	200.00
B8	522-1	310400	CONCRETE SIDEWALK/PADS, 4" THICK	4,578.00	SY	85.00	251,790.00	4,578.00	251,790.00	100%	0.00	0.00	0%	4,578.00	251,790.00	100%	0.00	0.00	0.00	10%	25,179.00
B9	527-2	312400	DETECTABLE WARNINGS	80.00	SF	100.00	8,000.00	80.00	8,000.00	100%	0.00	0.00	0%	80.00	8,000.00	100%	0.00	0.00	0.00	10%	800.00
B10	570-1-2	332100	PERFORMANCE TURF, SOG (BAHA)	22,958.00	SY	2.70	61,981.20	22,958.00	61,981.20	100%	0.00	0.00	0%	22,958.00	61,981.20	100%	0.00	0.00	0.00	10%	6,198.12
B11	590-70		LANDSCAPE COMPLETE - (TREES, SHRUBS, MULCH) - BY OTHERS	1.00	LS	0.00	0.00	0.00	0.00	0%	1.00	0.00	0%	1.00	0.00	0%	0.00	0.00	0.00	10%	-
B12	590-80		IRRIGATION SYSTEM - BY OTHERS	1.00	LS	0.00	0.00	0.00	0.00	0%	1.00	0.00	0%	1.00	0.00	0%	0.00	0.00	0.00	10%	-
			<b>SUBTOTAL</b>				<b>647,528.00</b>		<b>647,528.00</b>		<b>0.00</b>			<b>647,528.00</b>			<b>0.00</b>		<b>0.00</b>		<b>64,752.80</b>



**CONTINUATION PAGE - COMPLETED WORK**

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

05

Invoice Date: 8/12/24

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE	
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount
C			DRAINAGE																	
C1	425-1-351	31010	INLETS, CURB, TYPE P-5, <10'	9.00	EA	8,253.72	74,283.48	9.00	74,283.48	100%	0.00	0%	9.00	74,283.48	100%	0.00	0.00	0.00	10%	7,428.35
C2	425-1-361	31010	INLETS, CURB, TYPE P-6, < 10'	2.00	EA	8,617.72	17,235.44	2.00	17,235.44	100%	0.00	0%	2.00	17,235.44	100%	0.00	0.00	0.00	10%	1,723.54
C3	425-1-553	31010	INLETS, DITCH BOTTOM, TYPE E, < 10'	3.00	EA	6,922.62	20,767.86	3.00	20,767.86	100%	0.00	0%	3.00	20,767.86	100%	0.00	0.00	0.00	10%	2,076.79
C4	425-1-910	31010	INLETS, CLOSED FLUME	2.00	EA	9,024.52	18,049.04	2.00	18,049.04	100%	0.00	0%	2.00	18,049.04	100%	0.00	0.00	0.00	10%	1,804.90
C5	425-2-61	31010	MANHOLES, P-7, < 10'	2.00	EA	5,788.42	11,576.84	2.00	11,576.84	100%	0.00	0%	2.00	11,576.84	100%	0.00	0.00	0.00	10%	1,157.68
C6	430-1-74-118	31010	PIPE CULVERT, HPPV, ROUND, 18"	653.00	LF	69.92	45,657.76	653.00	45,657.76	100%	0.00	0%	653.00	45,657.76	100%	0.00	0.00	0.00	10%	4,565.78
C7	430-1-74-124	31010	PIPE CULVERT, HPPV, ROUND, 24"	1,068.00	LF	102.86	109,861.28	1,068.00	109,861.28	100%	0.00	0%	1,068.00	109,861.28	100%	0.00	0.00	0.00	10%	10,986.13
C8	430-1-74-130	31010	PIPE CULVERT, CAP, ROUND, 30"	238.00	LF	100.32	38,156.16	238.00	38,156.16	100%	0.00	0%	238.00	38,156.16	100%	0.00	0.00	0.00	10%	3,815.62
C9	445-1-1	31010	EDGE DRAIN, STANDARD (DRAIN)	7,152.00	LF	28.06	200,885.12	6,433.00	160,595.98	90%	0.00	0%	6,433.00	160,595.98	90%	719.00	20,175.14	10%	18,051.00	
			SUBTOTAL				536,372.98		516,197.84		0.00			516,197.84			20,175.14			51,616.78

D			FIBER OPTICS																	
D1	715-2-115	31010	2" CONDUIT (F&I) UNDERGROUND, PVC SCHEDULE 40	5,640.00	LF	11.86	66,782.40	5,640.00	65,792.40	100%	0.00	0%	5,640.00	65,792.40	100%	0.00	0.00	0.00	10%	6,576.24
D2	633-1123	31010	FIBER OPTIC CABLE (96 STRAND)	1,860.00	LF	9.70	18,236.00	1,860.00	18,236.00	100%	0.00	0%	1,860.00	18,236.00	100%	0.00	0.00	0.00	10%	1,823.00
D3	635-2-11	31010	PULL & SPLICE BOX (F&I) 13" x 24" COVER	3.00	EA	3,687.64	11,063.52	3.00	11,063.52	100%	0.00	0%	3.00	11,063.52	100%	0.00	0.00	0.00	10%	1,106.35
			SUBTOTAL				95,081.92		95,081.92		0.00			95,081.92			6.00			9,506.19

E			PAVEMENT MARKING AND SIGNAGE																	
E1	700-1-11A	31240	SINGLE POST SIGN, F&I G.M., < 12 SF (R1-1 STOP)	1.00	EA	265.00	265.00	1.00	265.00	100%	0.00	0%	1.00	265.00	100%	0.00	0.00	0.00	10%	26.50
E2	700-1-11B	31240	SINGLE POST SIGN, F&I G.M., < 12 SF (R1-2 YIELD)	1.00	EA	525.00	525.00	1.00	525.00	100%	0.00	0%	1.00	525.00	100%	0.00	0.00	0.00	10%	52.50
E3	700-1-11C	31240	SINGLE POST SIGN, F&I G.M., < 12 SF (R2-1 SPEED LIMIT)	3.00	EA	525.00	1,575.00	3.00	1,575.00	100%	0.00	0%	3.00	1,575.00	100%	0.00	0.00	0.00	10%	157.50
E4	700-1-11D	31240	STREET SIGNS (MARSHALL PARKWAY)	1.00	EA	481.00	481.00	1.00	481.00	100%	0.00	0%	1.00	481.00	100%	0.00	0.00	0.00	10%	48.10
E5	700-1-11E	31240	STREET SIGNS (COMMUNITY BLVD)	1.00	EA	481.00	481.00	1.00	481.00	100%	0.00	0%	1.00	481.00	100%	0.00	0.00	0.00	10%	48.10
E6	700-1-11F	31240	SINGLE POST SIGN, F&I G.M., < 12 SF (W2-5) ROUNDABOUT CIRCULATION PLACQUE)	1.00	EA	550.00	550.00	1.00	550.00	100%	0.00	0%	1.00	550.00	100%	0.00	0.00	0.00	10%	55.00
E7	700-1-11G	31240	SINGLE POST SIGN, F&I G.M., < 12 SF (W13-1P) ROUNDABOUT SPEED LIMIT	1.00	EA	550.00	550.00	1.00	550.00	100%	0.00	0%	1.00	550.00	100%	0.00	0.00	0.00	10%	55.00

**CONTINUATION PAGE - COMPLETED WORK**

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

03

Invoice Date: 6/12/24

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE		
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	PERCENT
E8	700-1-11H	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (W1.1-2) PEDESTRIAN CROSSING SIGN	2.00	EA	550.00	1,100.00	2.00	1,100.00	100%				2.00	1,100.00	100%	0.00	0.00	0.00	10%	110.00
E9	700-1-11	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (W1.6-7P) PEDESTRIAN CROSSING SIGN	2.00	EA	550.00	1,100.00	2.00	1,100.00	100%				2.00	1,100.00	100%	0.00	0.00	0.00	10%	110.00
E10	700-1-11	31240	SINGLE POST SIGN, F&I (GM, < 12 SF (R&T) KEEP RIGHT	1.00	EA	550.00	550.00	1.00	550.00	100%				1.00	550.00	100%	0.00	0.00	0.00	10%	55.00
E11	706-3	31240	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	120.00	EA	6.00	720.00	60.00	360.00	50%	60.00	360.00	50%	120.00	720.00	100%	0.00	0.00	0.00	10%	72.00
E12	711-11-121	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	4,220.00	LF	2.00	8,440.00	2,000.00	4,000.00	47%	2,220.00	4,440.00	53%	4,220.00	8,440.00	100%	0.00	0.00	0.00	10%	844.00
E13	711-11-123	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	195.00	LF	1.80	351.00	80.00	144.00	41%	115.00	207.00	59%	195.00	351.00	100%	0.00	0.00	0.00	10%	35.10
E14	711-11-124	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	220.00	LF	2.00	440.00	100.00	200.00	45%	120.00	240.00	55%	220.00	440.00	100%	0.00	0.00	0.00	10%	44.00
E15	711-11-125	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	170.00	LF	2.00	340.00	70.00	140.00	41%	100.00	200.00	59%	170.00	340.00	100%	0.00	0.00	0.00	10%	34.00
E16	711-11-144	31240	THERMOPLASTIC, STANDARD, WHITE, 2" x 2" DOT	36.00	LF	2.00	72.00	0.00	0.00	0%	36.00	72.00	100%	36.00	72.00	100%	0.00	0.00	0.00	10%	7.20
E17	711-11-170	31240	THERMOPLASTIC, STANDARD, WHITE, ARROW	6.00	EA	2.00	12.00	0.00	0.00	0%	6.00	12.00	100%	6.00	12.00	100%	0.00	0.00	0.00	10%	1.20
E18	711-11-180	31240	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	15.00	LF	2.00	30.00	0.00	0.00	0%	15.00	30.00	100%	15.00	30.00	100%	0.00	0.00	0.00	10%	3.00
E19	711-11-221	31240	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	3,900.00	LF	3.50	13,650.00	0.00	0.00	0%	3,900.00	13,650.00	100%	3,900.00	13,650.00	100%	0.00	0.00	0.00	10%	1,365.00
<b>SUBTOTAL</b>							<b>31,232.00</b>		<b>12,021.00</b>			<b>18,211.00</b>		<b>31,232.00</b>		<b>0.00</b>		<b>0.00</b>			<b>3,123.20</b>

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE		
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	PERCENT
F			<b>UTILITIES</b>																		
F1	1050-31206	31020	UTILITY PIPE, F&I, 6" WATER MAIN	164.00	LF	41.92	6,874.88	164.00	6,874.88	100%				164.00	6,874.88	100%	0.00	0.00	0.00	10%	687.49
F2	1080-33108	31020	UTILITY FITTURE - TAPPING SADDLE/SLEEVE, F&I, 8" x 6"	1.00	EA	5,512.34	5,512.34	1.00	5,512.34	100%				1.00	5,512.34	100%	0.00	0.00	0.00	10%	551.23
F3	1080-23116	31020	UTILITY FITTURE - TAPPING SADDLE/SLEEVE, F&I, 16" x 6"	3.00	EA	6,398.19	18,197.57	3.00	18,197.57	100%				3.00	18,197.57	100%	0.00	0.00	0.00	10%	1,819.76
F4	1080-33102	31020	UTILITY FITTURE - SAMPLE POINT	4.00	EA	738.81	2,955.24	4.00	2,955.24	100%				4.00	2,955.24	100%	0.00	0.00	0.00	10%	295.52
F5	1044-112-06	31020	FIRE HYDRANT ASSEMBLY w/ VALVE & FITTINGS	4.00	EA	8,535.78	34,143.12	4.00	34,143.12	100%				4.00	34,143.12	100%	0.00	0.00	0.00	10%	3,414.31
<b>SUBTOTAL</b>							<b>68,676.15</b>		<b>68,676.15</b>			<b>0.00</b>		<b>68,676.15</b>		<b>0.00</b>		<b>0.00</b>			<b>6,867.52</b>
<b>ORIGINAL CONTRACT TOTAL</b>							<b>1,841,982.83</b>		<b>1,801,959.51</b>			<b>20,717.88</b>		<b>1,821,777.39</b>		<b>20,175.14</b>		<b>20,175.14</b>			<b>182,177.74</b>
<b>TOTAL WORK COMPLETED</b>							<b>1,841,852.53</b>		<b>1,801,959.51</b>			<b>20,717.88</b>		<b>1,821,777.39</b>		<b>20,175.14</b>		<b>20,175.14</b>			<b>182,177.74</b>

REQUISITION NO. [ 6 ]

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5  
SPECIAL ASSESSMENT BONDS, SERIES 2024  
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the "Issuer") hereby submits the following requisition for disbursement from the 2024 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated December 17, 2014, as supplemented by that certain Ninth Supplemental Indenture, dated as of April 1, 2024 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **6**
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$168,730.58**

The undersigned hereby certifies that:

1. This requisition is for a Cost of the 2024 CI Project payable from the 2024 Acquisition and Construction Account and does **not** include any Cost related to the TIM Project; and
2. Each disbursement set forth above is a proper charge against the 2024 Acquisition and Construction Account.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price for the 2024 CI Project pursuant to a written agreement between the District and the other party named therein receiving payment and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

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

By:   
Responsible Officer

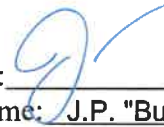
Date: 7/11/2024



The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2024 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2024 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 CI Project for which disbursement is made hereby, if acquisition or reimbursement is being made pursuant to an agreement.

**[CONSULTING ENGINEER]**

By:   
Name: J.P. "Butch" Terpening, P.E.  
Title: District Engineer  
Date: July 10, 2024

**PAYMENT APPLICATION**

To: Mattamy Palm Beach, LLC  
 1500 Gateway Boulevard Suite 200  
 Boynton Beach, FL 33426

PROJECT NAME Marshall Pkwy Ext Ph III  
 AND LOCATION: Becker Road West of Tradition Pkwy

Invoice #: 231600-06

APPLICATION #: 6

**EMAILED**  
 Jul 05 2024  
 Matt Guettler

**REVISED**  
 12:13 pm, Jul 05, 2024

PROJECT #: 231600

PERIOD THRU: 6/12/2024

DATE OF CONTRACT: 1/2/2024

FROM: Guettler Brothers Construction LLC  
 4401 Whiteway Dairy Rd  
 Fort Pierce, FL 34947

**CONTRACTOR'S SUMMARY OF WORK**

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

1. CONTRACT AMOUNT	\$	1,841,952.53
2. SUM OF ALL CHANGE ORDERS	\$	-
3. CURRENT CONTRACT AMOUNT	\$	1,841,952.53
4. TOTAL COMPLETED & STORED	\$	1,821,777.39
5. RETAINAGE:		
a. VARIABLE of Completed Work	\$	13,447.16
b. 0% of Materials Stored	\$	-
TOTAL RETAINAGE	\$	13,447.16
6. TOTAL COMPLETED & STORED LESS RETAINAGE	\$	1,808,330.23
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$	1,639,599.65
8. PAYMENT DUE	\$	<b>168,730.58</b>
9. BALANCE TO COMPLETION	\$	33,622.30

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

CONTRACTOR: Guettler Brothers Construction LLC

By: 

Benjamin Guettler

Date: 7/5/2024

State of: Florida

County of: Saint Lucie



SHARON M. MORRIS  
 Commission #MH280044  
 Expires July 31, 2026

Subscribed and sworn to before me this 5 day of July 2024

Notary Public: Sharon M. Morris

My Commission Expires: 7/31/2026

X

*Sharon M. Morris*

**ENGINEER'S CERTIFICATION**

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

CERTIFIED AMOUNT:

**\$ 168,730.58**

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

Engineer:

By: 

Date: 7/8/24

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

**CONTINUATION PAGE - COMPLETED WORK**

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

06

Invoice Dats: 6/12/24

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE	
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount
A			EROSION CONTROL / CLEARING / EARTHWORK																	
A1	101-1	300100	MOBILIZATION/GENERAL CONDITIONS/BONDS/MOT	1.00	LS	42,987.00	42,987.00	1.00	42,987.00	100%	0.00	0.00	0%	1.00	42,987.00	100%	0.00	0.00	0%	0%
A2	104-10-3	30030	SEDIMENT BARRIER	4,080.00	LF	1.97	8,037.60	4,080.00	8,037.60	100%	0.00	0.00	0%	4,080.00	8,037.60	100%	0.00	0.00	0%	0%
A3	104-11	30030	FLOATING TURBIDITY BARRIER	240.00	LF	12.82	3,076.80	240.00	3,076.80	100%	0.00	0.00	0%	240.00	3,076.80	100%	0.00	0.00	0%	0%
A4	104-15	30030	SOILS TRACKING PREVENTION DEVICE	1.00	EA	5,000.00	5,000.00	1.00	5,000.00	100%	0.00	0.00	0%	1.00	5,000.00	100%	0.00	0.00	0%	0%
A5	104-18	30030	INLET PROTECTION SYSTEM	16.00	EA	94.18	1,506.88	16.00	1,506.88	100%	0.00	0.00	0%	16.00	1,506.88	100%	0.00	0.00	0%	0%
A6	110-1	30510	CLEARING & GRUBBING (Disc Oth)	7.60	AC	1,200.00	9,120.00	7.60	9,120.00	100%	0.00	0.00	0%	7.60	9,120.00	100%	0.00	0.00	0%	0%
A7	120-1	30510	REGULAR EXCAVATION	3,376.00	CY	5.00	16,880.00	3,376.00	16,880.00	100%	0.00	0.00	0%	3,376.00	16,880.00	100%	0.00	0.00	0%	0%
A8	120-6	30510	EMBANKMENT	9,090.00	CY	15.00	136,485.00	9,090.00	136,485.00	100%	0.00	0.00	0%	9,090.00	136,485.00	100%	0.00	0.00	0%	0%
			<b>SUBTOTAL</b>				<b>223,103.28</b>		<b>223,103.28</b>		<b>0.00</b>		<b>0.00</b>		<b>223,103.28</b>		<b>0.00</b>		<b>0.00</b>	

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE	
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount
B			ROADWAY & PAVEMENT																	
B1	160-4	31030	TYPE B STABILIZATION (2" THICK)	9,767.00	SY	4.00	39,068.00	9,767.00	39,068.00	100%	0.00	0%	0%	9,767.00	39,068.00	100%	0.00	0.00	0%	0%
B2	285-710	31030	OPTIONAL BASE, BASE GROUP 09 (LBR 100)(10" THICK)	8,500.00	SY	20.00	170,000.00	8,500.00	170,000.00	100%	0.00	0%	0%	8,500.00	170,000.00	100%	0.00	0.00	0%	0%
B3	327-70-01	31030	MILLING EXISTING ASPH PAVT, 1" AVG DEPTH	130.00	SY	65.00	8,450.00	130.00	8,450.00	100%	0.00	0%	0%	130.00	8,450.00	100%	0.00	0.00	0%	0%
B4	334-1-13	31030	SUPERPAVE ASPHALTIC CONC TRAFFIC C (SP-12.5) (2" THICK)	911.80	TON	185.00	168,683.00	911.80	168,683.00	100%	0.00	0%	0%	911.80	168,683.00	100%	0.00	0.00	0%	0%
B5	337-7-82	31050	SUPERPAVE ASPHALTIC CONC TRAFFIC C (FC-9.5) (1" THICK)	455.90	TON	260.00	118,975.00	455.90	118,975.00	100%	0.00	0%	0%	455.90	118,975.00	100%	0.00	0.00	0%	0%
B6	520-1-10	31045	CONCRETE CURB & GUTTER, TYPE F	3,632.00	LF	17.50	63,560.00	3,632.00	63,560.00	100%	0.00	0%	0%	3,632.00	63,560.00	100%	0.00	0.00	0%	0%
B7	520-2-4	31045	CONCRETE CURB, TYPE D	80.00	LF	25.00	2,000.00	80.00	2,000.00	100%	0.00	0%	0%	80.00	2,000.00	100%	0.00	0.00	0%	0%
B8	522-1	31040	CONCRETE SIDEWALK/PADS, 4" THICK	4,576.00	SY	55.00	251,790.00	4,576.00	251,790.00	100%	0.00	0%	0%	4,576.00	251,790.00	100%	0.00	0.00	0%	0%
B9	527-2	31240	DETECTABLE WARNINGS	80.00	SF	100.00	8,000.00	80.00	8,000.00	100%	0.00	0%	0%	80.00	8,000.00	100%	0.00	0.00	0%	0%
B10	570-1-2	33210	PERFORMANCE TURF, SOD (BAHA)	22,856.00	SY	2.70	61,881.20	22,856.00	61,881.20	100%	0.00	0%	0%	22,856.00	61,881.20	100%	0.00	0.00	0%	0%
B11	590-70		LANDSCAPE COMPLETE - (TREES, SHRUBS, MULCH) - BY OTHERS	1.00	LS	0.00	0.00	1.00	0.00	0%	0.00	0%	0%	1.00	0.00	0%	0.00	0.00	0%	0%
B12	590-80		IRRIGATION SYSTEM - BY OTHERS	1.00	LS	0.00	0.00	1.00	0.00	0%	0.00	0%	0%	1.00	0.00	0%	0.00	0.00	0%	0%
			<b>SUBTOTAL</b>				<b>647,526.00</b>		<b>647,526.00</b>		<b>0.00</b>		<b>0.00</b>		<b>647,526.00</b>		<b>0.00</b>		<b>0.00</b>	

CONTINUATION PAGE - COMPLETED WORK, Page 2 of 4

Marshall Parkway Ext Ph III Pay App #6.06.19.24 - Retainage



**CONTINUATION PAGE - COMPLETED WORK**

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

06

Invoice Date: 6/12/24

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE		
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	PERCENT
C			DRAINAGE																		
C1	425-1-351	31010	INLETS, CURB, TYPE P-5, <10'	9.00	EA	8,253.72	74,283.48	9.00	74,283.48	100%	0.00	0.00	0%	9.00	74,283.48	100%	0.00	0.00	0.00	2%	1,485.67
C2	425-1-361	31010	INLETS, CURB, TYPE P-6, <10'	2.00	EA	8,617.72	17,235.44	2.00	17,235.44	100%	0.00	0.00	0%	2.00	17,235.44	100%	0.00	0.00	0.00	2%	344.71
C3	425-1-553	31010	INLETS, DITCH BOTTOM, TYPE E, <10'	3.00	EA	6,922.62	20,767.86	3.00	20,767.86	100%	0.00	0.00	0%	3.00	20,767.86	100%	0.00	0.00	0.00	2%	415.36
C4	425-1-910	31010	INLETS, CLOSED FLUME	2.00	EA	9,024.52	18,049.04	2.00	18,049.04	100%	0.00	0.00	0%	2.00	18,049.04	100%	0.00	0.00	0.00	2%	360.96
C5	425-2-51	31010	MANHOLE, P-7, <10'	2.00	EA	5,786.42	11,572.84	2.00	11,572.84	100%	0.00	0.00	0%	2.00	11,572.84	100%	0.00	0.00	0.00	2%	231.54
C6	430-174-118	31010	PIPE CULVERT, HPPP, ROUND, 18"	653.00	LF	69.92	45,657.76	653.00	45,657.76	100%	0.00	0.00	0%	653.00	45,657.76	100%	0.00	0.00	0.00	2%	913.16
C7	430-174-124	31010	PIPE CULVERT, MPPP, ROUND, 24"	1,086.00	LF	102.96	109,981.20	1,086.00	109,981.20	100%	0.00	0.00	0%	1,086.00	109,981.20	100%	0.00	0.00	0.00	2%	2,192.23
C8	430-174-130	31010	PIPE CULVERT, CAP, ROUND, 30"	236.00	LF	160.32	38,156.16	236.00	38,156.16	100%	0.00	0.00	0%	236.00	38,156.16	100%	0.00	0.00	0.00	2%	783.12
C9	446-1-1	31010	EGGEDRAIN, STANDARD (I-DRAIN)	7,152.00	LF	26.06	200,885.12	6,433.00	180,506.96	90%	0.00	0.00	0%	6,433.00	180,506.96	100%	719.00	20,175.14	2%	3,610.20	
			SUBTOTAL				536,372.98		516,197.84			0.00		516,197.84				20,175.14			10,323.96

FIBER OPTICS																					
D1	715-2-115	31010	2" CONDUIT (F&I) UNDERGROUND, PVC SCHEDULE 40)	5,640.00	LF	11.66	65,762.40	5,640.00	65,762.40	100%	0.00	0.00	0%	5,640.00	65,762.40	100%	0.00	0.00	0.00	0%	-
D2	633-1123	31010	FIBER OPTIC CABLE (96 STRAND)	1,860.00	LF	9.70	18,236.00	1,860.00	18,236.00	100%	0.00	0.00	0%	1,860.00	18,236.00	100%	0.00	0.00	0.00	0%	-
D3	635-2-11	31010	PULL & SPLICE BOX (F&I) 12" x 24" COVER	3.00	EA	3,687.84	11,063.52	3.00	11,063.52	100%	0.00	0.00	0%	3.00	11,063.52	100%	0.00	0.00	0.00	0%	-
			SUBTOTAL				95,061.92		95,061.92			0.00		95,061.92				0.00			-

PAVEMENT MARKING AND SIGNAGE																					
E1	700-1-11A	31240	SINGLE POST SIGN, F&I, 6M, < 12 SF (R1-1 STOP)	1.00	EA	265.00	265.00	1.00	265.00	100%	0.00	0.00	0%	1.00	265.00	100%	0.00	0.00	0.00	10%	26.50
E2	700-1-110	31240	SINGLE POST SIGN, F&I, 6M, < 12 SF (R1-2 YIELD)	1.00	EA	525.00	525.00	1.00	525.00	100%	0.00	0.00	0%	1.00	525.00	100%	0.00	0.00	0.00	10%	52.50
E3	700-1-11C	31240	SINGLE POST SIGN, F&I, 6M, < 12 SF (R2-1 SPEED LIMIT)	3.00	EA	525.00	1,575.00	3.00	1,575.00	100%	0.00	0.00	0%	3.00	1,575.00	100%	0.00	0.00	0.00	10%	157.50
E4	700-1-11D	31240	STREET SIGNS (MARSHALL PARKWAY)	1.00	EA	481.00	481.00	1.00	481.00	100%	0.00	0.00	0%	1.00	481.00	100%	0.00	0.00	0.00	10%	48.10
E5	700-1-11E	31240	STREET SIGNS (COMMUNITY BLVD)	1.00	EA	481.00	481.00	1.00	481.00	100%	0.00	0.00	0%	1.00	481.00	100%	0.00	0.00	0.00	10%	48.10
E6	700-1-11F	31240	SINGLE POST SIGN, F&I, 6M, < 12 SF (W2-6) ROUNDABOUT CIRCULATION PLAQUE)	1.00	EA	550.00	550.00	1.00	550.00	100%	0.00	0.00	0%	1.00	550.00	100%	0.00	0.00	0.00	10%	55.00
E7	700-1-11G	31240	SINGLE POST SIGN, F&I, 6M, < 12 SF (W13-1) ROUNDABOUT SPEED LIMIT	1.00	EA	550.00	550.00	1.00	550.00	100%	0.00	0.00	0%	1.00	550.00	100%	0.00	0.00	0.00	10%	55.00

**CONTINUATION PAGE - COMPLETED WORK**

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

06

Invoice Date: 6/12/24

Item No.	FOOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE	
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount
E8	700-1-11H	31240	SINGLE POST SIGN, F&I, G.M., < 12 SF (W/11-3) PEDESTRIAN CROSSING SIGN	2.00	EA	550.00	1,100.00	2.00	1,100.00	100%	0.00	0%	2.00	1,100.00	100%	0.00	0.00	0%	10%	110.00
E9	700-1-11	31240	SINGLE POST SIGN, F&I, G.M., < 12 SF (W/16-7P) PEDESTRIAN CROSSING SIGN	2.00	EA	550.00	1,100.00	2.00	1,100.00	100%	0.00	0%	2.00	1,100.00	100%	0.00	0.00	0%	10%	110.00
E10	700-1-11J	31240	SINGLE POST SIGN, F&I, G.M., < 12 SF (R4-7) KEEP RIGHT	1.00	EA	550.00	550.00	1.00	550.00	100%	0.00	0%	1.00	550.00	100%	0.00	0.00	0%	10%	55.00
E11	706-3	31240	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	120.00	EA	6.00	720.00	120.00	720.00	100%	0.00	0%	120.00	720.00	100%	0.00	0.00	0%	10%	72.00
E12	711-11-121	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	4,220.00	LF	2.00	8,440.00	4,220.00	8,440.00	100%	0.00	0%	4,220.00	8,440.00	100%	0.00	0.00	0%	10%	844.00
E13	711-11-123	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	185.00	LF	1.80	331.00	185.00	351.00	100%	0.00	0%	185.00	351.00	100%	0.00	0.00	0%	10%	35.10
E14	711-11-124	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	220.00	LF	2.00	440.00	220.00	440.00	100%	0.00	0%	220.00	440.00	100%	0.00	0.00	0%	10%	44.00
E15	711-11-125	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	170.00	LF	2.00	340.00	170.00	340.00	100%	0.00	0%	170.00	340.00	100%	0.00	0.00	0%	10%	34.00
E16	711-11-144	31240	THERMOPLASTIC, STANDARD, WHITE, 2 - 2' OOT	36.00	LF	2.00	72.00	36.00	72.00	100%	0.00	0%	36.00	72.00	100%	0.00	0.00	0%	10%	7.20
E17	711-11-170	31240	THERMOPLASTIC, STANDARD, WHITE, ARROW	6.00	EA	2.00	12.00	6.00	12.00	100%	0.00	0%	6.00	12.00	100%	0.00	0.00	0%	10%	1.20
E18	711-11-180	31240	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	15.00	LF	2.00	30.00	15.00	30.00	100%	0.00	0%	15.00	30.00	100%	0.00	0.00	0%	10%	3.00
E19	711-11-221	31240	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	3,900.00	LF	3.50	13,650.00	3,900.00	13,650.00	100%	0.00	0%	3,900.00	13,650.00	100%	0.00	0.00	0%	10%	1,365.00
			<b>SUBTOTAL</b>				<b>31,232.00</b>		<b>31,232.00</b>		<b>0.00</b>		<b>0.00</b>		<b>31,232.00</b>		<b>0.00</b>			<b>3,123.20</b>

Item No.	FOOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE			RETAINAGE		
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Amount	PERCENT
F			<b>UTILITIES</b>																		
F1	1050-31206	31020	UTILITY PIPE, F&I, 6" WATER MAIN	164.00	LF	41.32	6,774.88	164.00	6,774.88	100%	0.00	0%	164.00	6,774.88	100%	0.00	0.00	0%	0%	-	
F2	1080-23108	31020	UTILITY FIXTURE - TAPPING SADDLE/ALEEVE, F&I, 8" x 6"	1.00	EA	5,512.34	5,512.34	1.00	5,512.34	100%	0.00	0%	1.00	5,512.34	100%	0.00	0.00	0%	0%	-	
F3	1080-23116	31020	UTILITY FIXTURE - TAPPING SADDLE/ALEEVE, F&I, 16" x 6"	3.00	EA	6,398.19	19,197.57	3.00	19,197.57	100%	0.00	0%	3.00	19,197.57	100%	0.00	0.00	0%	0%	-	
F4	1080-32102	31020	UTILITY FIXTURE - SAMPLE POINT	4.00	EA	736.81	2,947.24	4.00	2,947.24	100%	0.00	0%	4.00	2,947.24	100%	0.00	0.00	0%	0%	-	
F5	1644-112-06	31020	FIRE HYDRANT ASSEMBLY w/ VALVE & FITTINGS	4.00	EA	8,526.78	34,143.12	4.00	34,143.12	100%	0.00	0%	4.00	34,143.12	100%	0.00	0.00	0%	0%	-	
			<b>SUBTOTAL</b>				<b>68,675.15</b>		<b>68,675.15</b>		<b>0.00</b>		<b>0.00</b>		<b>68,675.15</b>		<b>0.00</b>			<b>-</b>	
			<b>ORIGINAL CONTRACT TOTAL</b>				<b>1,841,982.63</b>		<b>1,821,777.39</b>		<b>0.00</b>		<b>1,821,777.39</b>		<b>20,175.14</b>		<b>13,447.16</b>			<b>13,447.16</b>	
			<b>TOTAL WORK COMPLETED</b>				<b>1,841,982.63</b>		<b>1,821,777.39</b>		<b>0.00</b>		<b>1,821,777.39</b>		<b>20,175.14</b>		<b>13,447.16</b>			<b>13,447.16</b>	



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 14, 2024

Frank Sakuma  
Southern Grove Community Development District 5  
108807 SW Tradition Square  
Port St Lucie, FL 34987

*Delivered via email*

**Subject: Heron Preserve  
First Notice of Noncompliance  
Environmental Resource Permit (ERP) No. 56-100426-P  
St. Lucie County**

Dear Mr. Sakuma:

This letter is to provide notification that an inspection and file review of the above referenced project was conducted by South Florida Water Management District (District) staff on June 13, 2024. This inspection and file review indicates that the project is not in compliance with the conditions of the above referenced ERP. Specifically, items that need to be addressed include the following:

1. According to Special Condition 7 of the subject permit, lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth and 2:1 (horizontal:vertical) to bottom of slope. The side slope is severely eroded. Please make the necessary repairs.

The District requests correction of noncompliance item(s) noted above within 30 days of the date of this letter.

If you have any questions or require additional assistance, please contact me at (863) 462-5260, x3008 or via email at [gboiscl@sfwmd.gov](mailto:gboiscl@sfwmd.gov).

Sincerely,

A handwritten signature in black ink that reads "Guy Boisclair".

Guy Boisclair  
Section Leader, Environmental Resource Bureau

eEnclosures: Lake Photo ([Heron Preserve Photo.pdf](#))  
Location Map ([240219-42484 Exhibit1.0 LocMap 20240522.pdf](#))  
Notice of Rights ([Notice of Rights](#))

Page 2

c: Stef Matthes, P.E. (E-Mail)  
Butch Terpening, P.E. (E-Mail)

*This document is filed in the ePermitting system under Permit Number 56-100426-P via the Application/Permit Section on the Records Search home page*

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 5,

Permit No.: 56-100426-P  
Application No.: 240219-42484

Petitioner,

v.

**RECEIVED  
DISTRICT CLERK'S OFFICE**

3:45 pm Jun 21, 2024

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT

**SOUTH FLORIDA  
WATER MANAGEMENT DISTRICT**

*OMB*

Respondent.

\_\_\_\_\_ /

**PETITION FOR FORMAL ADMINISTRATIVE PROCEEDING**

COMES NOW, Petitioner, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 (“Southern Grove” or “CDD”), and pursuant to Rule 28-106.201, Florida Administrative Code, and Sections 120.569 and 120.57, Florida Statutes, requests a formal administrative proceeding regarding the above-referenced permit modification and in support thereof states as follows:

**Preliminary Statement**

1. This Petition concerns the May 23, 2024 Modification of Environmental Resource Permit 56-100426-P. The original Environmental Resource Permit, 56-100426-P, will be referred to as the “ERP”. The modification of the permit 56-100426-P will be referred to as the “Modification”. The ERP authorized construction of a storm water management system (“SWM”) serving 67.49 acres of a residential development in St. Lucie County. The residential development is known as Heron Preserve at Tradition (“Heron Preserve”).

2. The May 23, 2024 Modification transferred the ERP from the original permittee, Pulte Home Company, LLC (“Pulte”) to the perpetual operating entities, one of which is Southern



Grove<sup>1</sup>. The ERP and the Modification contemplated that Southern Grove would eventually accept the operation and maintenance responsibility for the stormwater lakes, interconnecting pipes, and control structures. The HOA would operate and maintain the remaining aspects of the SWM.

3. Southern Grove challenges the Modification because Pulte constructed the stormwater lakes not in compliance with General Condition No. 3 and Special Condition No. 7 of the ERP and installed defective interconnects on stormwater conveyance piping inconsistent with Pulte’s design plans that formed the basis for the South Florida Water Management District’s (“SFWMD”) issuance of the ERP.

4. As required by the SFWMD, Pulte’s civil engineer, Kinan F. Husainy, P.E., Florida license no.: 75481, signed, sealed, and submitted to the SFWMD an “As-Built Certification” certifying that the stormwater management system was, to the best of his knowledge, “completed in substantial conformance with the plans and specifications and conditions permitted by the [SFWMD].”

5. Mr. Husainy’s As-Built Certification was submitted to the SFWMD as required for the Modification.

6. The Modification would transfer the ERP to the operating entities thereby allowing Pulte to absolve itself of further regulatory obligations for the SWM.

7. Until the recent drought conditions in the area, the stormwater lakes were full of water completely covering the lake side slopes and the conveyance piping. In fact, Southern Grove relied on Pulte’s engineer’s As- Built Certification in its acquiescence to become one of the permittees for the perpetual operation of the stormwater system.

8. In early June 2024, the stormwater lakes began to recede due, in part, to lack of

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<sup>1</sup> The other operating entity as identified on the Modification is Heron Preserve at Tradition Home Owners Association, Inc. (the “HOA”). At the time of the filing of this Petition, the HOA is still controlled by Pulte.

rainfall. The recession of the lake elevations exposed eroded lake side slopes and piping defects, both constructed by Pulte as part of the construction phase of the ERP.

9. Prior to the lowered lake levels, Southern Grove had no practical way of observing or knowing of the latent defects of the lakes and the stormwater conveyance piping.

10. On June 14, 2024, the SFWMD issued a First Notice of Noncompliance to Southern Grove based on the SFWMD's June 13, 2024 inspection of the stormwater lakes and conclusion that the lake side slopes were not in compliance with the ERP (the "Notice"). The Notice requires that Southern Grove correct the non-compliance within thirty (30) days of June 14, 2024.

#### **Timeliness of the Filing of this Petition**

11. Equitable tolling is a defense to the time limitation in which a party may file a petition challenging agency action. Rule 28-106.111(4), Fla. Admin. Code. Here, Southern Grove raises equitable tolling as a defense to the 21 day time period that appears to have begun on May 24, 2024 and closed on June 13, 2024.

12. Generally, equitable tolling has been applied when the plaintiff, or in this case the petitioner, has been misled or lulled into inaction, has in some extraordinary way been prevented from asserting his rights, or has timely asserted his rights mistakenly in the wrong forum. *Machules v. Department of Administration*, 523 So.2d 1132, 1134 (Fla.1988) (citations omitted).

13. Pulte's signed and sealed As-Built Certification misled Southern Grove (and the SFWMD) as to the actual defective construction of the lake side slopes and interconnects on the conveyance piping.

14. The high water levels in the lakes concealed these defects to Pulte's advantage so that the responsibility for further compliance with SFWMD rules and permit conditions fell to a third party after the Modification.

15. When the lake levels receded, side slop conditions were revealed that may not have been otherwise observed anytime in the near future.

16. The SFWMD's June 13, 2024 inspection was performed on the same day as the 21 day challenge period closed under Rule 28-106.111. The Notice is dated one day after the challenge period closed. Southern Grove requests that the SFWMD waive the 21 day period under the Rule and accept this Petition as timely based on equitable tolling for the ERP Modification as discussed above.

17. This Petition is timely with respect to the SFWMD's June 14, 2024 First Notice of Noncompliance.

#### **Agency Action Being Contested**

18. The May 22, 2024 Modification of ERP 56-100426-P and the June 14, 2024 First Notice of Non-Compliance.

#### **Parties**

19. The Petitioner, Southern Grove #5, is organized and exists under Chapter 190, Florida Statutes. It is one of ten Southern Grove Community Development Districts within the Southern Grove Development of Regional Impact ("DRI").

20. The SFWMD is an executive agency of the State of Florida charged with the responsibility of reviewing and taking agency action on certain types of ERPS under part IV of Chapter 373, Florida Statutes.

#### **Petitioner's Substantial Interests**

21. Southern Grove's substantial interests in this Petition are founded on its eventual responsibilities and obligations for the perpetual operation and maintenance of certain components of the Heron Preserve stormwater management system as permitted by the ERP, required by the

Modification, and founded also on the required corrective actions imposed by the SFWMD's First Notice of Noncompliance.

### **Notice of the SFWMD's Decision**

22. The Notice of Modification indicates it was issued to an agent for Southern Grove on or about May 23, 2024. The undersigned has not been able to confirm actual service as indicated.

23. Based on the undersigned's information and belief, Southern Grove's District Manager at Special District Services, Inc., received the SFWMD's First Notice of Noncompliance on or about June 17, 2024.

### **Ultimate Facts Alleged and Specific Facts Warranting Reversal of the SFWMD's Decision, i.e., warranting reversal of the permit modification**

24. The SWM was not constructed as designed and subsequently permitted.

25. Southern Grove should not be held responsible to make the corrections to the stormwater system due to the fact that the Modification, that transfers the ERP from Pulte to the operating entities, was not based on actual conditions, but instead was based on concealed defective conditions.

26. To the extent that reasonable assurances for issuance of the ERP and the Modification were based on the SWM design plans and Pulte's licensed engineer's As-Built Certification that the SWM system was constructed as designed, the ERP and the Modification are flawed.

### **Disputed Issues of Material Fact**

27. Southern Grove disputes:

a) whether the Heron Preserve stormwater management system was completed in substantial compliance with the plans, specification, and conditions permitted by the SFWMD;

b) whether Pulte provided reasonable assurances that the constructed SWM would not

cause adverse water quality impacts, erosion and/or secondary and cumulative impacts to the surrounding property;

c) whether the Heron Preserve stormwater management system, as constructed by Pulte, is contrary to the public interest as determined by Rule 62-330.302, Fla. Admin. Code, Section 373.414, Florida Statutes, Applicant's Handbook, Volume I, Parts IV (Erosion & Sediment Control) and V (Operation and Maintenance – Specific Requirements), Applicants Handbook Volume II, Parts III (Stormwater Quantity and Flood Control), IV (Stormwater Quality), and V (Water Management System Design & Construction Criteria);

d) whether Pulte met the conditions for issuance of the ERP;

e) whether the ERP should have been modified and transferred to Southern Grove as a perpetual operation and maintenance entity; and

f) whether Southern Grove should be responsible for correcting Pulte's non-compliant stormwater management system.

#### **Statutes and Rules Requiring Reversal of Permit Modification**

28. The following Statutes and Rules require reversal of the Modification and transfer of the ERP to Southern Grove as a perpetual operating entity:

a) Sections 373.414 and 416 Florida Statutes; Sections 120.569 and 57, Florida Statutes;

b) Rules 62-330.350, 401, 301 and 302, Florida Administrative Code;

c) Applicant's Handbook, Volume I, Parts IV (Erosion & Sediment Control) and V (Operation and Maintenance – Specific Requirements);

d) Applicants Handbook Volume II, Parts III (Stormwater Quantity and Flood Control); IV (Stormwater Quality); and V (Water Management System Design & Construction

Criteria).

**Relief Sought by Petitioner**

29. Petitioner, Southern Grove #5 requests that this matter be referred to the Florida Division of Administrative Hearings for appointment of an Administrative Law Judge to hear this matter and thereafter:

- a) Reverse the SFWMD's approval of Pulte's construction certification for the ERP;
- b) Reverse of the transfer of the ERP via the Modification as to Southern Grove;
- c) That the SFWMD withdraw its First Notice of Noncompliance directed to the Southern Grove;
- d) Require Pulte to correct any and all deficiencies of its SWM before the SFWMD approves any future transfer of the ERP to the operation and maintenance entities;
- e) such other relief as deemed appropriate.

Respectfully submitted,

TORCIVIA, DONLON, GODDEAU &  
RUBIN, P.A.

/s/ Ruth A. Holmes

Ruth A. Holmes, Esquire

Florida Bar No.: 118915

Susan Garrett, Esquire

Florida Bar No.: 1012318 \_\_\_\_\_

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Secondary: [pleadings@torcivialaw.com](mailto:pleadings@torcivialaw.com)

701 Northpoint Parkway, Suite 209

West Palm Beach, FL 33407

Attorneys for Southern Grove Community  
Development District #5

## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed by email with the Office of the District Clerk for the South Florida Water Management District at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov), and courtesy copies served by email on the 21<sup>st</sup> day of June 2024 to the following:

Garrett Dinsmore  
Director of Land Development  
Pulte Home Company, LLC  
1475 Centerpark Blvd., Ste 140  
West Palm Beach, FL 33401  
[garrett.dinsmore@pulte.com](mailto:garrett.dinsmore@pulte.com)

Dana Shelly  
Heron Preserve at Tradition Homeowners Association, Inc.  
500 S. Australian Ave., Ste. 700  
West Palm Beach, FL 33401  
[heron.preserve.hoa@gmail.com](mailto:heron.preserve.hoa@gmail.com)



**RESOLUTION 2024-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO'S. 1-10 ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024-2025**

**WHEREAS**, the Southern Grove Community Development District No's. 1-10 (the "Districts"), are a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, 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 2024-2025 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. 1-10:**

1. The Fiscal Year 2024-2025 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 7<sup>th</sup> DAY OF AUGUST, 2024.**

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DISTRICT NOS. 1,2,3,5,9**

\_\_\_\_\_  
Secretary (B. Frank Sakuma, Jr.)

\_\_\_\_\_  
Chairperson (Eric Sexauer)

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DISTRICT NOS. 4,6,7,8,10**

\_\_\_\_\_  
Secretary (B. Frank Sakuma, Jr.)

\_\_\_\_\_  
Chairperson (Jennifer Davis)

**EXHIBIT “A”**

**BOARD OF SUPERVISORS MEETING DATES  
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10  
FISCAL YEAR 2024/2025**

**NOTICE IS HEREBY GIVEN** that the Southern Grove Community Development District Nos. 1-10 (“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:

**\*October 2, 2024\***  
**November 6, 2024**  
**December 4, 2024**  
**\*January 8, 2025\***  
**February 5, 2025**  
**March 5, 2025**  
**\*April 2, 2025\***  
**May 7, 2025**  
**June 4, 2025**  
**\*July 2, 2025\***  
**August 6, 2025**  
**September 3, 2025**

**\*Irrigation Rate Committee Meeting - 9:00am**  
**Southern Grove CDD Meeting - 10:30am**  
**Tradition CDD Meeting - 11:00am**

\*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.\*

## RESOLUTION 2024-21

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10 ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District Nos. 1-10 (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

**WHEREAS**, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the Districts shall establish goals and objectives for the Districts and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

**WHEREAS**, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the Districts; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the Districts to adopt by resolution the attached goals, objectives and performance measures and standards.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS 1-10:**

**SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the Districts.

**SECTION 3.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of August, 2024.

**ATTEST:**

**SOUTHERN GROVE COMMUNITY DEVELOPMENT  
DISTRICT NOS. 1,2,3,5,9**

\_\_\_\_\_  
Secretary (B. Frank Sakuma, Jr.)

\_\_\_\_\_  
Chair, Board of Supervisors (Eric Sexauer)

**ATTEST:**

**SOUTHERN GROVE COMMUNITY DEVELOPMENT  
DISTRICT NOS. 4,6,7,8,10**

\_\_\_\_\_  
Secretary (B. Frank Sakuma, Jr.)

\_\_\_\_\_  
Chair, Board of Supervisors (Jennifer Davis)

**Exhibit A:** Performance Measures/Standards and Annual Reporting

## Exhibit A

**Program/Activity:** District Administration

**Goal:** Remain compliant with Florida Law for all district meetings

**Objectives:**

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

**Performance Measures:**

- All Meetings publicly noticed as required (yes/no)
- Meeting minutes and post-meeting action completed (yes/no)
- District records retained as required by law (yes/no)

**Program/Activity:** District Finance

**Goal:** Remain Compliant with Florida Law for all district financing activities

**Objectives:**

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Process all District bond related financing activities
- Support District annual financial audit activities

**Performance Measures:**

- District adopted fiscal year budget (yes/no)
- District amended budget at end of fiscal year (yes/no)
- District accounts receivable/payable processed for the year (yes/no)
- Bond requisitions/reporting/continuing disclosures processed (yes/no)
- “No findings” for annual financial audit (yes/no)
  - If “yes” explain

**Program/Activity:** District Operations

**Goal:** Insure, Operate and Maintain District owned Infrastructure & assets

**Objectives:**

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Capital Replacement Plan in effect
- Compliance with all required permits

**Performance Measures:**

- District insurance renewed and in force (yes/no)
- Contracted Services in force for all District operations (yes/no)
- Capital Replacement Plan in place (yes/no)
- Permits in compliance (yes/no)



**RESOLUTION 2024-23**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, & 10 AMENDING RESOLUTION 2024-11 TO REVISE THE TIME AND LOCATION OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2024/2025 FINAL BUDGET AND ASSESSMENTS; PROVIDING FOR NOTICE OF SAID HEARING PURSUANT TO LAW; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Southern Grove Community District Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, & 10 (the “Districts”) are local units of special-purpose government created and existing pursuant to the Chapter 190, Laws of Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

**WHEREAS**, on June 5, 2024, at a duly noticed public meeting, each Districts Board of Supervisors (“Board”) adopted Resolution 2024-11, approving the proposed budget for Fiscal Year 2024/2025 (the “Proposed Budget”) and setting a public hearing on the Proposed Budget for August 7, 2024 at 10:30 a.m., at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987; and

**WHEREAS**, to ensure proper notice, the Board of each district desires to reschedule the public hearing time to September 4, 2024, at 10:30 a.m., at the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, & 10:**

**SECTION 1. APPROVAL OF PUBLIC HEARING LOCATION CHANGE.** Resolution 2024-11 is hereby amended to reflect that the public hearing as declared in Resolution 2024-11 is reset to take place on September 4, 2024, at 10:30 a.m., at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

**SECTION 2. RESOLUTION 2024-11 OTHERWISE REMAINS IN FULL FORCE AND EFFECT.** Except as otherwise provided herein, all of the provisions of Resolution 2024-11 continue in full force and effect.

**SECTION 3. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 7th day of August, 2024.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DISTRICT NOS. 1,2,3,5,9**

\_\_\_\_\_  
Secretary (B. Frank Sakuma, Jr.)

\_\_\_\_\_  
Chairperson (Eric Sexauer)

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DISTRICT NOS. 4,6,7,8,10**

\_\_\_\_\_  
Secretary (B. Frank Sakuma, Jr.)

\_\_\_\_\_  
Chairperson (Jennifer Davis)

# Financial Report (Under Separate Cover)

