



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

**PORT ST. LUCIE  
REGULAR BOARD MEETING  
FEBRUARY 4, 2026  
10:30 A.M.**

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

[www.southerngrovecdd1.org](http://www.southerngrovecdd1.org)  
[www.southerngrovecdd2.org](http://www.southerngrovecdd2.org)  
[www.southerngrovecdd3.org](http://www.southerngrovecdd3.org)  
[www.southerngrovecdd4.org](http://www.southerngrovecdd4.org)  
[www.southerngrovecdd5.org](http://www.southerngrovecdd5.org)  
[www.southerngrovecdd6.org](http://www.southerngrovecdd6.org)  
[www.southerngrovecdd7.org](http://www.southerngrovecdd7.org)  
[www.southerngrovecdd8.org](http://www.southerngrovecdd8.org)  
[www.southerngrovecdd9.org](http://www.southerngrovecdd9.org)  
[www.southerngrovecdd10.org](http://www.southerngrovecdd10.org)

561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-10**  
**Tradition Town Hall**  
**10799 SW Civic Lane**  
**Port St. Lucie, FL 34987**  
**OR**  
**Join Zoom Meeting:**  
<https://us02web.zoom.us/j/3341025011?omn=88055357687>  
**Meeting ID: 334 102 5011**  
**Dial In at: 1 929 436 2866**  
**REGULAR BOARD MEETING**  
**February 4, 2026**  
**10:30 a.m.**

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions
- E. Comments from the Public Not on the Agenda
- F. Consent Items
  - 1. Approval of January 7, 2026, Regular Board Meeting.....Page 2
  - 2. Approval of WA #19-144-255; Plat 42 TCC Tract B – SWM.....Page 7
  - 3. Approval and Ratification of Agreement for Stormwater Improvement Inspection Services...Page 10
  - 4. Approval of WA# 19-144-256; SG-4A-Tresello (Phase 1A & 1B) – SWM.....Page 24
- G. Old Business
- H. New Business
  - 1. Consider Adopting Resolution No. 2026-15; Service Animal Policy – District Nos. 1-10.....Page 27
  - 2. Consider Adopting Resolution No. 2026-16; Pond Use Policies – District No. 1.....Page 58
  - 3. Consider Adopting Resolution No. 2026-17; General Election Rules – District Nos. 3,4,5,&6.....Page 66
  - 4. Consider Adopting Resolution No. 2026-18; Election of Officers.....Page 80
  - 5. Consider Bond Financing Team Funding Agreement.....Page 86
  - 6. Consider Engagement Letter for Bond Counsel (Series 2026 Bonds).....Page 94
  - 7. Consider Investment Banking Agreement Supplement with MBS Capital Markets, LLC. (Series 2026 Bonds).....Page 107
- I. Administrative Matters
  - 1. Manager's Report
  - 2. Attorney's Report
  - 3. Engineer's Report
  - 4. Financial Report.....Page 112
  - 5. Founder's Report

J. Board Member Discussion Requests and Comments

K. Adjourn

## **Notice of Regular Board Meeting of the Southern Grove Community Development District Nos. 1-10**

The Board of Supervisors (the "Board") of the Southern Grove Community Development District Nos. 1-10 will hold a Regular Board Meeting on February 4, 2026, at 10:30 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

The purpose of the Regular Board Meeting is for the Board to consider any business which may properly come before it. A copy of the Agenda may be obtained from the Districts' websites or at the offices of the District Manager, Special District Services, Inc., 10521 SW Village Center Drive, Suite 203, Port St. Lucie, Florida 34987 during normal business hours. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Meetings may be continued as found necessary to a time and place specified on the record.

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 Supervisors may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact the District Manager at (772) 345-5119 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meeting.

If any person decides to appeal any decision made with respect to any matter considered at this Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is 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)

[www.southerngrovecdd2.org](http://www.southerngrovecdd2.org)

[www.southerngrovecdd3.org](http://www.southerngrovecdd3.org)

[www.southerngrovecdd4.org](http://www.southerngrovecdd4.org)

[www.southerngrovecdd5.org](http://www.southerngrovecdd5.org)

[www.southerngrovecdd6.org](http://www.southerngrovecdd6.org)

[www.southerngrovecdd7.org](http://www.southerngrovecdd7.org)

[www.southerngrovecdd8.org](http://www.southerngrovecdd8.org)

[www.southerngrovecdd9.org](http://www.southerngrovecdd9.org)

[www.southerngrovecdd10.org](http://www.southerngrovecdd10.org)

**PUBLISH: St. Lucie News Tribune 01/26/26**

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

**Tradition Town Hall  
10799 SW Civic Lane**

**OR**

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/3341025011?omn=85193256916>

**Meeting ID: 334 102 5011**

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

**REGULAR BOARD MEETING**

**January 7, 2026**

**10:30 a.m.**

**A. CALL TO ORDER**

The Regular Board Meeting of the Southern Grove Community Development District Nos. 1-10 of January 7, 2026, was called to order at 10:37 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on December 23, 2025, as part of the District's Fiscal Year 2025/2026 meeting schedule, as legally required.

**C. ESTABLISH A QUORUM**

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

**CDD #'s 1, 2, 9 (P: present, Zm:Zoom, Abs: Absent)**

Bill Pittsley - Vice Chair	Present
Eric Sexauer – Chair	Absent
Jonas Read	Present
Tara Toto	Present
Karl Albertson	Present

**CDD # 3**

Kevin Matyjaszek	Present
Eric Sexauer – Chair	Absent
Jonas Read	Present
Karl Albertson	Present
Jennifer Davis	Present

**CDD # 4**

Kevin Matyjaszek	Present
Jennifer Davis – Chair	Present
Karl Albertson – Vice Chair	Present

<b>(2) Vacant Seats (1 &amp; 3)</b>	
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**CDD # 5**

Bill Pittsley – Vice Chair	Present
Eric Sexauer	Absent
Karl Albertson	Present
<b>(2) Vacant Seats (1 &amp; 3)</b>	

**CDD # 6**

Kevin Matyjaszek	Present
Jennifer Davis - Chair	Present
Karl Albertson – Vice Chair	Present
<b>(2) Vacant Seats (1 &amp; 3)</b>	

**CDD #'s 7, 8, 10**

Kevin Matyjaszek	Present
Jennifer Davis - Chair	Present
Peter Crane	Present (via Zoom)
Stephen Okiye - Vice Chair	Present
Elijah Wooten	Present

Staff members in attendance were:

District Manager	Frank Sakuma	Special District Services, Inc.
District Manager	Stephanie Brown	Special District Services, Inc.
Assistant District Manager	Jessica Wargo	Special District Services, Inc.
District Counsel	Bennett Davenport	Kutak Rock
District Engineer	Stef Matthes	Culpepper and Terpening

Also present: Michael McElligot with Special District Services, Inc.

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

**D. ACCEPT RESIGNATION OF SUPERVISOR ERIC SEXAUER; CDD NOS. 1,2,3,5/SEAT NO. 2 & CDD NO. 9/SEAT NO. 1**

A **motion** was made by CDD No. 1, Mr. Albertson, seconded by Mr. Read, accepting the resignation of Supervisor Eric Sexauer, CDD Nos. 1, 2, 3, 5/Seat No. 2; CDD No. 9/Seat No. 1. The **motion** passed unanimously.

Mr. Read nominated Bianca Magloire to fill the vacant board seats.

A **motion** was made by Mr. Read, seconded by Mr. Albertson, appointing Bianca Magloire to CDD Board Nos. 1, 2, 3, 5/Seat No. 2; CDD No. 9/Seat No. 1. The **motion** passed unanimously.

Mr. Sakuma administered the Oath of Office to Bianca Magloire, and she was seated.

Mr. Davenport explained to the newly sworn in Board Member that she was a public official and would be subject to State Ethics Laws, Sunshine Laws, and public records requests.

Mr. Albertson **announced his resignation** from CDD Nos. 1, 2/Seat No. 5; CDD No. 9/Seat 4; CDD No. 3/Seat 5; CDD No. 4/Seat 4; CDD No. 6/Seat 4, **effective immediately**.

A **motion** was made by CDD No. 1, Mr. Read, seconded by Mr. Pittsley, accepting the resignation of Supervisor Karl Albertson, CDD Nos. 1, 2/Seat No. 5; CDD No. 9/Seat 4; CDD No. 3/Seat 5; CDD No. 4/Seat 4; CDD No. 6/Seat 4. The **motion** passed unanimously.

Ms. Magloire nominated Tony Piscopo to fill the vacant seats.

A **motion** was made by Mr. Read, seconded by Mr. Pittsley, appointing Tony Piscopo to CDD Board Nos. 1, 2/Seat No. 5; CDD No. 9/Seat 4; CDD No. 3/Seat 5; CDD No. 4/Seat 4; CDD No. 6/Seat 4. The **motion** passed unanimously.

Mr. Sakuma administered the Oath of Office to Mr. Piscopo and he was seated.

A **motion** was made by Ms. Magloire, seconded by Mr. Pittsley appointing Mr. Read as **Chair** of CDD Nos. 1, 2, 3, 5, and 9. The **motion** passed unanimously.

#### **E. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletion to the agenda.

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

There were no comments from the public.

#### **G. CONSENT ITEMS**

Consent item *Organizational Resolutions* was removed from consent for individual action.

1. Consider Minutes of November 5, 2025, Regular Board Meeting
2. Consider Adopting Resolution No. 2026-12; Amended Final Fiscal Year 2024/2025 Budget
3. Consider Adopting Resolution No. 2026-13; Designating a Registered Agent & Registered Office of the District & Providing for an Effective Date – District Nos. 1-10
4. Consider Adopting Resolution No. 2026-14; Extending the Terms of Office of all Current Supervisors – District Nos. 7, 8, 9, & 10
5. Consider Approving Cost Share Agreement for Office Renovation Construction Services

A **motion** was made by CDD No. 1 Mr. Read, seconded by Mr. Pittsley, and passed by CDD No.1 to approve all remaining item(s) under Consent.

The Boards then considered the remaining Organizational Resolutions which had been removed from the Consent Agenda.

#### **Organizational Resolutions**

- a. Resolution 2026-01 – Resolutions Adopting Records Retention Policy

- b.** Resolution 2026-02 – Resolutions Designating a Qualified Public Depository
- c.** Resolution 2026-03 - Resolutions Establishing Defense Policy
- d.** Resolution 2026-04 – Resolutions Authorizing Chair & Vice Chair to Execute Plats, Permits & Conveyances
- e.** Resolution 2026-05 – Resolutions Designating Public Comment Period
- f.** Resolution 2026-06 – Resolutions Adopting Alternative Investment Guidelines
- g.** Resolution 2026-07 – Resolutions Adopting Prompt Payment Policies
- h.** Resolution 2026-08 – Resolutions Adopting Travel Reimbursement Policy
- i.** Resolution 2026-09 – Resolutions Adopting Internal Controls Policy
- j.** Resolution 2026-10 – Resolutions Authorizing Disbursement of Funds
- k.** Resolution 2026-11 – Resolutions Setting Hearing to Adopt Districts’ Rules of Procedure

A **motion** was made by CDD Nos. 1, 2, & 9, Mr. Read, seconded by Mr. Pittsley, adopting Organizational Resolutions 2026-01 thru 2026-11 as presented. The **motion** passed unanimously.

A **motion** was made by CDD No. 3, Mr. Read, seconded by Ms. Davis, adopting Organizational Resolutions 2026-01 thru 2026-11 as presented. The **motion** passed unanimously.

A **motion** was made by CDD No. 4, Ms. Davis, seconded by Mr. Matyjaszek, adopting Organizational Resolutions 2026-01 thru 2026-11 as presented. The **motion** passed unanimously.

A **motion** was made by CDD No. 5 Mr. Read, seconded by Mr. Pittsley, adopting Organizational Resolutions 2026-01 thru 2026-11 as presented. The **motion** passed unanimously.

A **motion** was made by CDD No. 6 Ms. Davis, seconded by Mr. Matyjaszek, adopting Organizational Resolutions 2026-01 thru 2026-11 as presented. The **motion** passed unanimously.

A **motion** was made by CDD Nos. 7, 8 & 10, Ms. Davis, seconded by Mr. Okiye, adopting Organizational Resolutions 2026-01 thru 2026-11 as presented. The **motion** passed unanimously.

## **H. OLD BUSINESS**

There was no old business to come before the board.

## **I. NEW BUSINESS**

There was no new business to come before the board.

## **J. ADMINISTRATIVE MATTERS**

### **1. Manager’s Report**

Mr. Sakuma welcomed all the Supervisors to 2026.

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

Mr. Davenport stated that the Public Hearing to Adopt the Districts' Rules would be held during the March 4, 2026, Regular Board Meeting.

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

There was no Engineer's Report.

## **4. Financial Report**

Mr. Sakuma notified the Board that the financial report was provided in the Board package, and Mr. McElligott was present to answer any questions.

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

There was no Founder's Report.

## **K. BOARD MEMBER COMMENTS**

There were no further Board Member comments.

## **L. ADJOURNMENT**

There being no further business to come before the Board, Mr. Read made a **motion** to adjourn, seconded by Mr. Pittsley. The meeting was adjourned at 10:56 a.m. with no objections.

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Secretary (B. Frank Sakuma, Jr.)

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Chair/Vice-Chair

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Print Signature

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Print Signature

**Southern Grove Community  
District Nos. 1-10**

**MEMORANDUM**

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**To:** Board of Supervisors  
**From:** Jesse Wargo, Assistant District Manager  
**Date:** January 20, 2026

**Board Meeting Date:** February 4, 2026

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**SUBJECT**

Work Authorization (WA) WA-19-144-255; Plat 42 TCC Tract B - SWM

**STAFF RECOMMENDATION**

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.

**GENERAL INFORMATION**

On October 10, 2025, the Southern Grove CDD Engineer received an application for a Work Authorization for the "Southern Grove Plat 42 TCC Tract B" project. The applicant is seeking approval for the construction of one (1) office building and two (2) office / warehouse buildings totaling 68,890-sf. The 5.86-acre property is located at 11967 SW Tom Mackie Blvd. The parcel ID for the proposed project is 4315-804-0003-010-1.

**DISTRICT LEGAL COUNSEL REVIEW**

Not applicable.

**FUNDING REVIEW**

This project is not expected to impact the CDD Stormwater System operational budget.

**Southern Grove Community Development District  
BOARD AGENDA ITEM  
Board Meeting Date: February 4, 2026**

**Subject:**       **SG - Southern Grove Plat 42 TCC Tract B - SWM**  
**Work Authorization No.** WA-19-144-255  
**C&T Project No.** 19-144.SG10.10.0126.W

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**Background:**

On October 10, 2025, the Southern Grove CDD Engineer received an application for a Work Authorization for the “Southern Grove Plat 42 TCC Tract B” project. The applicant is seeking approval for the construction of one (1) office building and two (2) office / warehouse buildings totaling 68,890-sf. The 5.86-acre property is located at 11967 SW Tom Mackie Blvd. The parcel ID for the proposed project is 4315-804-0003-010-1.

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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.10

Within Tradition Irrigation Service Area? No

**Fiscal Information:**   This project 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

January 20, 2025



**SG - Southern Grove Plat 42 TCC Tract B - SWM**  
**WA#: 19-144-255**  
**Project #: 19-144.SG10.10.0126.W**

## Legend

- Subject Property
- Other Parcels



**CULPEPPER &  
TERPENING INC**

Work Authorization #:  
19-144-255  
Project #:  
19-144.SG10.10.0126.W  
Scale: 1" = 2,000'  
Date: 1/20/2026

**EXHIBIT 1**  
**SG - SOUTHERN GROVE**  
**PLAT 42 TCC TRACT B -**  
**SWM**  
**SITE LOCATION MAP**

**Southern Grove Community  
District Nos. 1-10**

**MEMORANDUM**

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**To:** Board of Supervisors  
**From:** B. Frank Sakuma, Jr. CDM, District Manager  
**Date:** January 16, 2026

**Board Meeting Date:** February 4, 2026

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**SUBJECT**

Consider Approval and Ratification of Agreement for Stormwater Improvement Inspection Services.

**STAFF RECOMMENDATION**

The District Engineer has reviewed the Agreement and formally recommends approval, finding that the services are necessary to properly assess system conditions and to support informed decision-making regarding any required stormwater repairs or improvements. Staff concurs with this recommendation and believes the Agreement represents a prudent and responsible course of action under the circumstances.

**GENERAL INFORMATION**

The purpose of this memorandum is to provide support and justification for the Agreement for Stormwater Improvement Inspection Services (the "Agreement"), which was executed in advance of a duly noticed Board meeting due to the emergent nature of potential stormwater system repairs necessary to ensure the continued proper functioning of the District's stormwater infrastructure. Recent observations and conditions identified within portions of the stormwater system indicated the potential for system failure or degradation if not promptly evaluated. Given the critical role of the stormwater system in flood protection, regulatory compliance, and overall community safety, staff determined that delaying action until a regularly scheduled Board meeting could expose the District to increased operational, financial, and environmental risk.

**DISTRICT LEGAL COUNSEL REVIEW**

District Legal Counsel provided the form and format of the executed agreement.

**FUNDING REVIEW**

The cost of \$4,750.00 is included in the FY 2025-2026 Operations & Maintenance Budget.

Attachments

## **AGREEMENT STORMWATER IMPROVEMENT INSPECTION SERVICES**

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into this 12<sup>th</sup> day of January, 2026 (the “**Effective Date**”), by and between:

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located within the St. Lucie County, Florida, with a mailing address of 10521 SW Village Center Dr., Suite #203, Palm Beach Gardens, Florida 33410 (the “**District No. 1**”); and

**UNDERWATER ENGINEERING SERVICES, INC.**, a Florida corporation, with a mailing address of 3306 Enterprise Rd., Unit 203, Fort Pierce, FL 34982 (the “**Contractor**,” together with District No. 1 the “**Parties**”).

### **RECITALS**

**WHEREAS**, District No. 1 is a local unit of special-purpose government created for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure and providing certain public services; and

**WHEREAS**, District No. 1, along with Southern Grove Community Development District Nos. 2-10 (the “**Other Districts**,” and collectively with District No. 1, the “**Districts**”) are parties to that certain Second Amended and Restated District Development Interlocal Agreement dated July 9, 2013, and recorded in Official Records Book 3539, Pages 672-713, of the public records of St. Lucie County, Florida, as amended (“**District Interlocal Agreement**”); and

**WHEREAS**, Pursuant to the District Interlocal Agreement, the Districts have delegated to District No. 1 the authority to take all actions necessary or desirable with respect to the operation and maintenance of the Districts’ public infrastructure, including entering certain agreements on their behalf; and

**WHEREAS**, District No. 1 has a need to retain an independent contractor to provide underwater inspection services relative to specific stormwater improvements within certain waterway(s) within the Districts; and

**WHEREAS**, the Contractor represents that it is qualified to provide such services and has agreed to provide to District No. 1 the services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “**Services**”); and

**WHEREAS**, District No. 1 and the Contractor accordingly desire to enter into this Agreement to set forth the rights, duties, and obligations of the parties relative to same; and

**WHEREAS**, District No. 1 and the Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**SECTION 2. DESCRIPTION OF CONTRACTOR'S SERVICES.**

- A. The Contractor shall provide professional underwater inspection services within presently accepted professional standards and in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto. The Services shall include any effort reasonably necessary for the completion of the Services, including but not limited to, the tools, labor, and materials reasonably necessary.
- B. This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- C. The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of District No. 1. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- D. The Contractor shall report directly to District Manager. The Contractor shall use all due care to protect the property of the Districts, their residents and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

**SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A. District No. 1 shall pay the Contractor **Four Thousand Seven Hundred Fifty Dollars and Zero Cents (\$4,750.00)** for the Services as identified in **Exhibit A**. The Contractor shall invoice District No. 1 for the Services pursuant to the terms of this Agreement. District No. 1 shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide District No. 1 the maximum benefit of the Services.
- B. If District No. 1 should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such

agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

- C. District No. 1 may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to District No. 1 by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, District No. 1 shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to District No. 1, that any indebtedness of the Contractor, as to services to District No. 1, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for District No. 1 or any of the Other Districts shall be obtained and paid for by District No. 1. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 5. INSURANCE.**

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
1. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  2. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - i. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  3. Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
  4. Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B. The Districts and their staff, consultants, officers, and supervisors shall be named as additional insured. The Contractor shall furnish District No. 1 with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to District No. 1 unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to District No. 1. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, District No. 1 has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with District No. 1's obtaining the required insurance.

#### **SECTION 6. INDEMNIFICATION.**

- A. The Contractor agrees to defend, indemnify, and hold harmless the Districts and their officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the Districts, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by the Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the Districts.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Districts beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify District No. 1 in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an

alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, District No. 1 may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the property of the Districts free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, District No. 1 in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. District No. 1 shall be solely responsible for enforcing the Districts' rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair District No. 1's right to protect its rights from interference by a third-party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that District No. 1 shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of District No. 1 in refraining from so doing; and further, that the failure of District No. 1 at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** District No. 1 agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to District No. 1 stating a failure of District No. 1 to perform according to the terms of this Agreement; provided, however, that District No. 1 shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that District No. 1 may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. District No. 1

shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets District No. 1 may have against the Contractor.

**SECTION 14. ASSIGNMENT.** Neither District No. 1 nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of District No. 1, or any of the Other Districts, under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of District No. 1 or the Other Districts and the Contractor shall have no authority to represent District No. 1 or any of the Other Districts as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either District No. 1 or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 21. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to the District:** Southern Grove Community Development District  
No. 1  
10521 SW Village Center Dr., Suite #203  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** Underwater Engineering Services, Inc.  
3306 Enterprise Rd., Unit 203  
Fort Pierce, FL 34982  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Districts and counsel for the Contractor may deliver Notices on behalf of District No. 1 and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 23. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Lucie County, Florida.

**SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS.** The Contractor understands and agrees that all documents of any kind provided to the Districts in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all

applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the Districts is Special District Services, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the Districts to perform the Services; 2) upon request by the Public Records Custodian, provide the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the Districts; and 4) upon completion of the contract, transfer to the Public Records Custodian, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall 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 Public Records Custodian in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 345-5119, BSAKUMA@SDSINC.ORG, OR 10521 SW VILLAGE CENTER DR., SUITE #203, PORT ST. LUCIE, FLORIDA 34987.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 28. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. District No. 1 may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Services, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to District No. 1 upon request.

In the event that District No. 1 has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, District No. 1 shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from District No. 1. Further, absent such notification from District No. 1, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 29. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and

E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

The Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the Districts ("Prohibited Criteria"). The Contractor also acknowledges that District No. 1 may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws. The Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, the Contractor shall immediately notify District No. 1. By entering into this Agreement, the Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status

**SECTION 30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

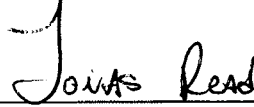
**SECTION 31. SCRUTINIZED COMPANIES STATEMENT.** The Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, District No. 1 may immediately terminate the Agreement.

**SECTION 32. SCRUTINIZED COMPANIES STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

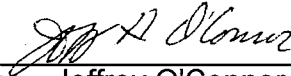
**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement on the day and year first written above.

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



Chairperson, Board of Supervisors

**UNDERWATER ENGINEERING  
SERVICES, INC., a Florida corporation**



By: Jeffrey O'Connor, P.E.

Its: 1/13/2026

**Exhibit A:** Scope of Services

## Exhibit A

### Scope of Services



Commercial Diving | Marine Construction | Specialty Engineering | Nuclear Services

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January 6, 2025

Southern Grove Community Development District  
10521 SW Village Center Dr., Suite 203  
Attention: John Gallagher  
772-332-8553 jgallagher@sdsinc.org

RE: Pelican Yacht Club Pier Inspections  
Cost Proposal

Dear Mr. Gallagher:

Underwater Engineering Services, Inc. (UESI) appreciates this opportunity to provide a cost proposal for the underwater inspection of the culvert discharging into the C-23 canal, located in Tradition, FL. UESI proposes to provide professional engineering services as detailed in the scope of services below for the lump sum costs detailed at the end of this letter.

#### Structure

The culvert is a 48-inch-diameter corrugated aluminum pipe with an open end on the south and a riser on the north. The south end has been damaged in the past – most likely due to a long reach excavator.

#### Scope of Services

1. Perform diving inspection of the culvert, accessing it from the south end and proceeding north.
2. The north end has evidence of subsidence, so the diver-inspector will be looking closely for breaches in the culvert joints or wall.
3. The dive will be done with recorded video and audio. Anomalies will be noted and recorded by topside providing the location in the pipe (distance from the downstream end, clock position looking north, and size).
4. A 5-person dive crew will perform the work with the inspector penetrating the pipe and an in-water tender staged at the pipe opening, two tenders and a dive supervisor in accordance with OSHA regulations.
5. Report: The findings will be included in a report that will include an executive summary, method of investigation, findings, recommendations for repair, and photographs.
6. A cost estimate for repairs is not included in this proposal but can be added upon request.

#### Deliverables

1. Completion of inspection
2. Report – to include sections described above and a table listing of the deficiencies, and representative photographs of the damage.
3. Video from inspection



To Be Provided By Owner

1. Access to the culvert – we will be accessing from our dive trailer from land

Cost Summary

Lump Sum per scope of services described above.

\$4,750.00

Schedule

UESI should be able to schedule the dive inspection within two weeks upon notice to proceed. We anticipate one day on site for the inspection work.

UESI will provide the report within 7 days upon completion of the inspection.

Respectfully Submitted,  
UNDERWATER ENGINEERING SERVICES, INC.

A handwritten signature in black ink, appearing to read "Jeffrey O'Connor", is written over the printed name.

Jeffrey O'Connor, P.E.  
Vice President  
[joconnor@uesi.com](mailto:joconnor@uesi.com)

**Southern Grove Community  
District Nos. 1-10**

**MEMORANDUM**

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**To:** Board of Supervisors  
**From:** Jesse Wargo, Assistant District Manager  
**Date:** January 22, 2026

**Board Meeting Date:** February 4, 2026

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**SUBJECT**

Work Authorization (WA) WA-19-144-256; SG-4A – Tresello (Phase 1A & 1B) - SWM

**STAFF RECOMMENDATION**

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.

**GENERAL INFORMATION**

On January 21, 2026, the Southern Grove CDD Engineer received a combined Surface Water Management/Plat Work Authorization application for the "Southern Grove SG-4A - Tresello (Phase 1A & 1B)" project. This phase of the proposed development is 98.94 acres and will include a residential subdivision along with the construction of associated roadway and stormwater infrastructure. The Parcel ID for the proposed project is 4327-702-0014-000-2 and is located Northeast of the intersection of Becker Road and Community Blvd. Authorization for the "Southern Grove Plat 42 TCC Tract B" project. The applicant is seeking approval for the construction of one (1) office building and two (2) office / warehouse buildings totaling 68,890-sf. The 5.86-acre property is located at 11967 SW Tom Mackie Blvd. The parcel ID for the proposed project is 4315-804-0003-010-1.

**DISTRICT LEGAL COUNSEL REVIEW**

Not applicable.

**FUNDING REVIEW**

This project is not expected to impact the CDD Stormwater System operational budget.

**Southern Grove Community Development District  
BOARD AGENDA ITEM  
Board Meeting Date: February 4, 2026**

**Subject:**      **SG - Southern Grove SG-4A - Tresello (Phase 1A & 1B) - SWM**  
**Work Authorization No.** WA-19-144-256  
**C&T Project No.** 19-144.SG3.024.0126.W

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**Background:**

On January 21, 2026, the Southern Grove CDD Engineer received a combined Surface Water Management/Plat Work Authorization application for the “Southern Grove SG-4A - Tresello (Phase 1A & 1B)” project. This phase of the proposed development is 98.94 acres and will include a residential subdivision along with the construction of associated roadway and stormwater infrastructure. The Parcel ID for the proposed project is 4327-702-0014-000-2 and is located Northeast of the intersection of Becker Road and Community Blvd.

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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.3

Within Tradition Irrigation Service Area? No

**Fiscal Information:**      This project 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


January 22, 2026



0 2,500 5,000  
Feet

**SG - Southern Grove SG-4A - Tresello (Phase 1A & 1B)**  
**WA#: 19-144-256**  
**Project #: 19-144.SG3.024.0126.W**

## Legend

 Subject Property



**CULPEPPER &  
TERPENING INC**

Work Authorization #:  
19-144-256  
Project #:  
19-144.SG3.024.0126.W  
Scale: 1" = 5,000'  
Date: 1/26/2026

**EXHIBIT 1**  
**SG - SOUTHERN GROVE**  
**SG-4A - TRESELLO (PHASE 1A**  
**& 1B)**  
**SITE LOCATION MAP**

## MEMORANDUM

**FROM:** Kutak Rock LLP  
**TO:** Board of Supervisors  
**DATE:** February 4, 2026

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Subject: Resolution Adopting Service Animal Policy

### Staff Recommendation

Staff recommends the Board adopt the Resolution Adopting Service Animal Policy.

### General Information

This resolution adopts service animal policies, which are attached to the resolution as Exhibit A. The policies prohibit are tied to federal regulation promulgated under the Americans with Disabilities Act.

### District Legal Counsel Review

The District's attorneys prepared by this Resolution.

### Funding Review

This Resolution is not expected to affect the District's financial condition.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 1 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1:**

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

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

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 2 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2:**

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 2**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 3 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3:**

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 3**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 4 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4:**

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 4**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 5 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5:**

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

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

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 6 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6:**

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 6**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 7 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

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

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 7**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 8 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8:**

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 8**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 9 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9:**

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 9**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## **RESOLUTION 2026-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 10 (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida; and

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

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

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**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 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 10**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:**    Service Animal Policy

## **EXHIBIT A**

### **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## MEMORANDUM

**FROM:** Kutak Rock LLP  
**TO:** Board of Supervisors  
**DATE:** February 4, 2026

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Subject: Resolution Adopting Pond Use Policies

### Staff Recommendation

Staff recommends the Board adopt the Resolution Adopting Pond Use Policies.

### General Information

This resolution adopts pond use policies, which are attached to the resolution as Exhibit A. The policies prohibit recreational and other activities in stormwater ponds, including swimming, wading, construction of docks and other structures, releasing wildlife, etc.

The policies do, however, permit certain recreational activities in certain specified ponds. The permitted recreational activities include fishing and model boating. The ponds where these two activities are permitted are depicted in Exhibit 1 to the policies.

### District Legal Counsel Review

The District's attorneys prepared by this Resolution.

### Funding Review

This Resolution is not expected to affect the District's financial condition.

## RESOLUTION 2026-16

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 ADOPTING POLICIES FOR THE USE OF STORMWATER PONDS WITHIN THE BOUNDARIES OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 1 (“**District No. 1**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, (the “**Act**”) being situated in St. Lucie County, Florida; and

**WHEREAS**, the Act authorizes District No. 1 to adopt resolutions as may be necessary for the conduct of District No. 1 business; and

**WHEREAS**, Southern Grove Community Development District Nos. 2-10 (collectively, the “**Districts**”) entered into that certain *Second Amended and Restated District Development Interlocal Agreement*, dated July 19, 2013 (the “**Agreement**”); and

**WHEREAS**, pursuant to Section 5.02(c) of the Agreement, the Districts delegated District No. 1 the power and authority to develop “rules, regulations, policies and procedures” related to the use of Community O&M Infrastructure, including stormwater tracts and improvements (the “**Stormwater Ponds**”) within the boundaries of the Districts.

**WHEREAS**, District No. 1’s Board of Supervisors (“**Board**”) finds that it is in the best interests of the Districts to adopt by resolution policies regarding the use of Stormwater Ponds (the “**Pond Use Policy**”) for immediate use and application.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1:**

**SECTION 1.** The Pond Use Policy, attached hereto as **Exhibit A**, is hereby adopted pursuant to this Resolution and shall remain in full force and effect until such time as the Board may amend such policy. This Resolution shall supersede those prior rules adopted pursuant to Resolution 2019-11

**SECTION 2.** If any provision or part of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February, 2026.

ATTEST:

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

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Pond Use Policy

## EXHIBIT A

### Southern Grove Community Development District Nos. 1-10 *Pond Use Policy*

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2025)

Effective Date: February 4, 2026

The Southern Grove Community Development District No. 1 (“**District No. 1**”) owns, operates and/or maintains several stormwater tracts and improvements (the “**Stormwater Ponds**”) within the boundaries of Southern Grove Community Development District Nos. 1-10 (collectively, the “**Districts**”). District No. 1 desires to permit the public to engage in certain recreational activities described herein in certain specified Stormwater Ponds (the “**Publicly Accessible Ponds**”). The following guidelines apply:

(1) Publicly Accessible Ponds. As used in this Rule, the term "Publicly Accessible Ponds" shall mean and include those certain Stormwater Ponds owned, maintained and/or operated by District No. 1 which are identified, listed, and depicted in further detail in **Exhibit 1** hereto (the “**List and Map of Publicly Accessible Ponds**”). Additional Stormwater Ponds may be identified, listed, and depicted, and previously identified, listed, and depicted Stormwater Ponds may be removed upon approval by the Board of Supervisors of District No. 1.

(2) Purpose; Limits of Authorization. The purpose of this Rule is to allow limited recreational use of the Publicly Accessible Ponds. Except as expressly authorized by this Rule, no recreational use or other activity may be undertaken on any of the Publicly Accessible Ponds. This Rule does not relieve any user from his or her responsibility to obtain or provide such additional approvals, consents, licenses, authorizations, and notices as may be required by other governmental agencies exercising jurisdiction over the use of or activities undertaken on the Publicly Accessible Ponds. Recreational uses permitted in this Rule are permitted solely in the Publicly Accessible Ponds. Any such uses in other Stormwater Ponds are unauthorized and shall constitute trespassing.

(3) Users Assume All Risks. Any person using the Publicly Accessible Ponds for recreational purposes in accordance with this Rule, by such use, expressly acknowledges that:

(a) The Publicly Accessible Ponds may be dangerous, with hazards that may include, without limitation, alligators, snakes, and other wildlife; slippery lake banks; uneven lake slopes; and steep drop-offs.

(b) Use of the Publicly Accessible Ponds shall be at the sole risk of the user. The Districts assume no responsibility or liability for any loss or injury resulting from recreational use of any of the Publicly Accessible Ponds. Users of the Publicly Accessible Ponds release the Districts from any injury or damage resulting from use of the Publicly Accessible Ponds.

(c) Property owners and residents are responsible for ensuring their tenants', guests', and invitees' adherence to these policies.

(4) Fishing. Fishing within the Publicly Accessible Ponds is authorized subject to compliance with all applicable state and local fishing regulations and licenses, and subject to the following additional requirements:

(a) All fishing is catch and release only and fish are not to be removed or retained for personal consumption or other purposes.

(b) Fishing shall be from the access locations shown on the List and Map of Publicly Accessible Ponds only, and not from any other location, including any bridge, culvert, headwall, or other structure.

(5) Model Boating. Model boating within the Publicly Accessible Ponds is authorized subject to the following:

(a) Only sail, electric, or other non-gasoline powered model boats are allowed to be used within the Publicly Accessible Ponds.

(b) Model boating shall be from the access locations shown on the List and Map of Publicly Accessible Ponds only, and not from any other location, including any bridge, culvert, headwall, or other structure.

(c) Except as provided in subsections (5)(a) and (b) with respect to sail, electric, or other non-gasoline powered model boats, no boating activity is authorized or permitted within the Publicly Accessible Ponds.

(6) Prohibited Activities. The following activities are prohibited in all of the Stormwater Ponds:

(a) Swimming or wading;

(b) The use of watercrafts of any kind, except as permitted in the Publicly Accessible Ponds pursuant to Section (5) of this Rule;

(c) Removing or releasing wildlife;

(d) The construction of docks or other structures, whether permanent or temporary, except as may be permitted from time to time within the sole discretion of District No. 1;

(e) The construction or use of pipes, pumps or other devices into the Stormwater Ponds for irrigation purposes or to otherwise discharge or withdraw water.

(7) Parking. The identification of access locations on the List and Map of Publicly Accessible Ponds does not authorize vehicular parking in any area not specifically designed, constructed, maintained, and designated for such purpose. No vehicular parking is authorized along any lake bank, roadway, or other facility regardless of whether such facility is adjacent or in proximity to an access location identified on the List and Map of Publicly Accessible Ponds.

Specific Authority: § 120.54, 190.011(5), 190.012(3), Fla. Stat.  
Law Implemented: 120.54, 190.011(5), 190.012(3), Fla. Stat.

**The Southern Grove Community Development District Nos. 1-10 are not responsible for injury or damage to persons or property, including accidental death, resulting from the use of any of the Stormwater Ponds, including the Publicly Accessible Ponds. Further, any person acting in violation of these rules will be deemed to be trespassing and will be reported to local authorities.**

## **Exhibit 1**

### **List and Map of Publicly Accessible Ponds**



Fishing is only allowed from lake banks identified by yellow highlighted sections.

# KUTAKROCK

## MEMORANDUM

**FROM:** Kutak Rock LLP  
**TO:** Board of Supervisors  
**DATE:** February 4, 2026

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Subject: General Election Resolutions

### Staff Recommendation

Staff recommends the Boards adopt the General Resolutions.

### General Information

2026 is an election year. The following are a list of Districts that have seats eligible for the 2026 general election:

- Southern Grove No. 3 (Transition Year)
  - Seat 3: Jennifer Davis
  - Seat 4: Jonas Read
- Southern Grove No. 4
  - Seat 1: Vacant
  - Seat 3: Vacant
  - Seat 4: Tony Piscopo
- Southern Grove No. 5
  - Seat 1: Vacant
  - Seat 3: Vacant
  - Seat 4: Bill Pittsley
- Southern Grove No. 6
  - Seat : Vacant
  - Seat 3: Vacant
  - Seat 4: Tony Piscopo

### District Legal Counsel Review

The District's attorneys prepared by these Resolutions.

# KUTAKROCK

## Funding Review

These Resolutions are not expected to affect the District's financial condition.

## RESOLUTION NO. 2026-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3 IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE ST. LUCIE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 3 ("**District**") is 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 Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the St. Lucie County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3:**

1. **GENERAL ELECTION SEATS.** Seat 3, currently held by Jennifer Davis, and Seat 4, currently held by Jonas Read, are scheduled for the General Election beginning in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

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

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **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.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February 2026.

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 3**

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CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

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SECRETARY/ASSISTANT SECRETARY

## **EXHIBIT A**

### **NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Southern Grove Community Development District No. 3 (“District”) will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the St. Lucie County Supervisor of Elections located at 4132 Okeechobee Rd, Fort Pierce, FL 34947; Ph: (772) 462-1500.

All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Southern Grove Community Development District No. 3 has two (2) seats up for the general election, specifically seats 3 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

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

**Publish on or before May 25, 2026.**

## RESOLUTION NO. 2026-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE ST. LUCIE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 4 (“**District**”) is 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 Board of Supervisors of the District (“**Board**”) seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the St. Lucie County Supervisor of Elections (“**Supervisor**”) to conduct the District’s elections by the qualified electors of the District at the general election (“**General Election**”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4:**

9. **GENERAL ELECTION SEATS.** Seat 1, currently vacant, Seat 3, currently vacant, and Seat 4, currently held by Tony Piscopo, are scheduled for the General Election beginning in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

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

11. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

12. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

13. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

14. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

15. **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.

16. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February 2026.

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 4**

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CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

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SECRETARY/ASSISTANT SECRETARY

## **EXHIBIT A**

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

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Southern Grove Community Development District No. 4 (“District”) will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the St. Lucie County Supervisor of Elections located at 4132 Okeechobee Rd, Fort Pierce, FL 34947; Ph: (772) 462-1500.

All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Southern Grove Community Development District No. 4 has three (3) seats up for the general election, specifically seats 1, 3 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

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

**Publish on or before May 25, 2026.**

## RESOLUTION NO. 2026-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE ST. LUCIE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 5 ("**District**") is 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 Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the St. Lucie County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5:**

17. **GENERAL ELECTION SEATS.** Seat 1, currently vacant, Seat 3, currently vacant, and Seat 4, currently held by William Pittsley, are scheduled for the General Election beginning in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

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

19. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

20. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

21. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

22. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

23. **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.

24. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February 2026.

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

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CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

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SECRETARY/ASSISTANT SECRETARY

## **EXHIBIT A**

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

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Southern Grove Community Development District No. 5 (“District”) will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the St. Lucie County Supervisor of Elections located at 4132 Okeechobee Rd, Fort Pierce, FL 34947; Ph: (772) 462-1500.

All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Southern Grove Community Development District No. 5 has three (3) seats up for the general election, specifically seats 1, 3 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

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

**Publish on or before May 25, 2026.**

## RESOLUTION NO. 2026-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE ST. LUCIE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Southern Grove Community Development District No. 6 (“**District**”) is 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 Board of Supervisors of the District (“**Board**”) seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the St. Lucie County Supervisor of Elections (“**Supervisor**”) to conduct the District’s elections by the qualified electors of the District at the general election (“**General Election**”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6:**

25. **GENERAL ELECTION SEATS.** Seat 1, currently vacant, Seat 3, currently vacant, and Seat 4, currently held by Tony Piscopo, are scheduled for the General Election beginning in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

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

27. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

28. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

29. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

30. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

31. **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.

32. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February 2026.

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 6**

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CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

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SECRETARY/ASSISTANT SECRETARY

## **EXHIBIT A**

### **NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Southern Grove Community Development District No. 6 (“District”) will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the St. Lucie County Supervisor of Elections located at 4132 Okeechobee Rd, Fort Pierce, FL 34947; Ph: (772) 462-1500.

All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Southern Grove Community Development District No. 6 has three (3) seats up for the general election, specifically seats 1, 3 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

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

**Publish on or before May 25, 2026.**

## MEMORANDUM

**FROM:** Kutak Rock LLP  
**TO:** Board of Supervisors  
**DATE:** February 4, 2026

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Subject: Resolutions Designating Officers

### Staff Recommendation

Staff recommends the Boards adopt the Resolutions Designating Officers.

### General Information

Each supervisor on the Board occupies a particular office. One supervisor serves as the chair, another serves as the vice-chair, and the other supervisors serve as assistant secretaries. This resolution designates each supervisor to serve one of these offices.

Every time the supervisors change, we will adopt this resolution, either to remove a supervisor from office, appoint a new supervisor to an office, or to re-designate the slate of exiting officers. Since several Boards experienced departures and some appointments at the previous Board meeting, we are adopting this resolution in each of those Districts to reflect the current composition of the Board.

### District Legal Counsel Review

The District's attorneys prepared this Resolution.

### Funding Review

This Resolution is not expected to affect the District's financial condition.

**RESOLUTION 2026-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Southern Grove Community Development District No. 1 (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1:**

**SECTION 1.** Jonas Read is appointed Chairman.

**SECTION 2.** Bill Pittsley is appointed Vice Chairman.

**SECTION 3.** B. Frank Sakuma, Jr. is appointed Secretary.

Tony Piscopo is appointed Assistant Secretary.

Tara Toto is appointed Assistant Secretary.

Bianca Magloire is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chairman, Vice-Chairman, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February, 2026.

ATTEST:

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

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

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

**RESOLUTION 2026-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2 DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Southern Grove Community Development District No. 2 (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2:**

**SECTION 1.** Jonas Read is appointed Chairman.

**SECTION 2.** Bill Pittsley is appointed Vice Chairman.

**SECTION 3.** B. Frank Sakuma, Jr. is appointed Secretary.

Tony Piscopo is appointed Assistant Secretary.

Tara Toto is appointed Assistant Secretary.

Bianca Magloire is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chairman, Vice-Chairman, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 2**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

**RESOLUTION 2026-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3 DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Southern Grove Community Development District No. 3 (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3:**

**SECTION 1.** Jonas Read is appointed Chairman.

**SECTION 2.** Bianca Magloire is appointed Vice Chairman.

**SECTION 3.** B. Frank Sakuma, Jr. is appointed Secretary.

Jennifer Davis is appointed Assistant Secretary.

Tony Piscopo is appointed Assistant Secretary.

Kevin Matyjaszek is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chairman, Vice-Chairman, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 3**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

**RESOLUTION 2026-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Southern Grove Community Development District No. 5 (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5:**

**SECTION 1.** Tony Piscopo is appointed Chairman.

**SECTION 2.** Bill Pittsley is appointed Vice Chairman.

**SECTION 3.** B. Frank Sakuma, Jr. is appointed Secretary.

Bianca Magloire is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chairman, Vice-Chairman, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February, 2026.

ATTEST:

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

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

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

**RESOLUTION 2026-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Southern Grove Community Development District No. 9 (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9:**

**SECTION 1.** Jonas Read is appointed Chairman.

**SECTION 2.** Bianca Magloire is appointed Vice Chairman.

**SECTION 3.** B. Frank Sakuma, Jr. is appointed Secretary.

Jennifer Davis is appointed Assistant Secretary.

Tony Piscopo is appointed Assistant Secretary.

Bianca Magloire is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chairman, Vice-Chairman, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February, 2026.

ATTEST:

**SOUTHERN GROVE COMMUNITY  
DEVELOPMENT DISTRICT NO. 9**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

## MEMORANDUM

**FROM:** Kutak Rock LLP  
**TO:** Board of Supervisors  
**DATE:** February 4, 2026

---

Subject: Bond Financing Team Funding Agreement

### Staff Recommendation

Staff recommends the Board approve the Bond Financing Team Funding Agreement.

### General Information

We have begun the process required to issue bonds to fund certain public improvements for the proposed Series 2026 Project. Issuing bonds requires the retention of certain professionals. The District will incur costs for the services rendered by these professionals in connection with issuing the Series 2026 Bonds.

This Agreement requires the Developer to pay the cost of those services. However, the Agreement also states that the costs for these professional services may be reimbursed by the debt proceeds received after the District closes on the Bonds.

### District Legal Counsel Review

The District's attorneys prepared this Agreement.

### Funding Review

The costs of the services from the professionals contemplated by this Agreement will be funded by the Developer .

**BOND FINANCING TEAM FUNDING AGREEMENT**  
**(SERIES 2026 BONDS)**

This **BOND FINANCING TEAM FUNDING AGREEMENT** (the “**Agreement**”) is made and entered into this 4<sup>th</sup> day of February, 2026, by and between:

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Palm Beach County, Florida, with a mailing address of 2501A Burns Rd., Palm Beach Gardens, Florida 33410 (the “**District**”); and

**MATTAMY PALM BEACH LLC**, a Florida limited liability company and a landowner of certain real property located within the District with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “**Landowner**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, along with Southern Grove Community Development District Nos. 1-4; 6-10 (the “**Other Districts**”) are parties to that certain Second Amended and Restated District Development Interlocal Agreement dated July 9, 2013, and recorded in Official Records Book 3539, Page 672, of the public records of St. Lucie County, Florida (“**District Interlocal Agreement**”); and

**WHEREAS**, Pursuant to Section 3.02 of the District Interlocal Agreement, the Other Districts have delegated the authority to the District to finance Community Infrastructure (as defined in the District Interlocal Agreement) and enter contracts in relation to such financings; and

**WHEREAS**, the District presently expects to access the public bond market to provide for the financing of capital improvements, facilities, and services (the “**Series 2026 Project**”) to benefit certain of the lands within the assessment area in which said capital improvements and facilities shall be constructed (hereinafter referred to as “**2026 Assessment Area**”); and

**WHEREAS**, the District and the Landowner desire to enter into this Agreement to provide funds to enable the District to commence its financing program relative to the Series 2026 Project within 2026 Assessment Area.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PROVISION OF FUNDS.** Landowner agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness relative to the development of the 2026 Assessment Area (the “**Financing**”).

**A.** Landowner agrees to provide to the District any such monies for the Financing upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

**B.** Landowner and the District agree that all fees, costs or other expenses incurred by the District for the services of the District’s Engineer, Counsel, Manager, Bond Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Landowner pursuant to this Agreement. Such payments shall be made in accordance with the District’s normal invoice and payment procedures. The District agrees that any funds provided by Landowner pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

**C.** The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking or pursuing the Financing in accordance with Florida Law. The District agrees to use good faith best efforts to proceed with the Financing in an expeditious manner.

**D.** The District agrees to provide to Landowner, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Landowner. The District agrees to provide to Landowner, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

**E.** Landowner agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

**F.** In the event that Landowner fails to provide any such funds pursuant to this Agreement, the Landowner and the District agree the work may be halted until such time as sufficient funds are provided by Landowner to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

**2. TERMINATION.** Landowner and District agree that Landowner may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Landowner is contingent upon Landowner’s provision of

sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Landowner and the District agree that the District may terminate this Agreement due to a failure of Landowner to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Landowner; provided, however, that the Landowner shall be provided a reasonable opportunity to cure any such failure.

**3. CAPITALIZATION.** The parties agree that all funds provided by Landowner pursuant to this Agreement may be reimbursable from proceeds of the Financing relative to the Series 2026 Project within 2026 Assessment Area, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects relative to same, the District shall reimburse Landowner in full, exclusive of interest, for these advances.

**4. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**9. NOTICES.** All notices, requests, consents and other communications hereunder (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

<b>A. If to District:</b>	Southern Grove Community Development District No. 5 2501-A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager
---------------------------	--

**With a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Landowner:**

Mattamy Palm Beach LLC  
4901 Vineland Road, Suite 450  
Orlando, Florida 32811  
Attn: Nicole Swartz

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in St. Lucie County, Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective on the date first mentioned above and shall remain in effect unless terminated by either of the parties hereto.

**14. PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

**ATTEST:**

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

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**MATTAMY PALM BEACH LLC**, a  
Florida limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## MEMORANDUM

**FROM:** Kutak Rock LLP  
**TO:** Board of Supervisors  
**DATE:** February 4, 2026

---

Subject: Engagement Letter for Holland & Knight LLP

### Staff Recommendation

Staff recommends the Board approve the Engagement Letter.

### General Information

The District's bond financing team includes, among other professionals, the services of an attorney to serve as Bond Counsel. This engagement letter sets forth the terms of engagement between the District and Holland & Knight LLP for Holland & Knight to serve as Bond Counsel for the Series 2026 Bonds.

### District Legal Counsel Review

The District's attorneys have reviewed this Engagement Letter. This is a standard engagement letter the Board has reviewed and approved in prior issuances.

### Funding Review

The costs of the services from Bond Counsel contemplated by this Engagement Letter will be funded by the Developer pursuant to the Bond Financing Team Funding Agreement.

## MEMORANDUM

**FROM:** Kutak Rock LLP  
**TO:** Board of Supervisors  
**DATE:** February 4, 2026

---

Subject: Engagement Letter for Holland & Knight LLP

### Staff Recommendation

Staff recommends the Board approve the Engagement Letter.

### General Information

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### District Legal Counsel Review

The District's attorneys have reviewed this Engagement Letter. This is a standard engagement letter the Board has reviewed and approved in prior issuances.

### Funding Review

The costs of the services from Bond Counsel contemplated by this Engagement Letter will be funded by the Developer pursuant to the Bond Financing Team Funding Agreement.

# Holland & Knight

777 South Flagler Drive | Suite 1900, West Tower | West Palm Beach, FL 33401 | T 561.833.2000  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Denise J. Ganz  
561 650-8340  
[denise.ganz@hklaw.com](mailto:denise.ganz@hklaw.com)

January 20, 2026

Southern Grove Community Development District No. 5  
c/o District Manager  
Port St. Lucie, Florida  
Attention: B. Frank Sakuma, Jr.

Re: Bond Counsel and Disclosure Counsel Representation of Southern Grove  
Community Development District No. 5 (the “District”)

Dear Frank:

As always, we appreciate the opportunity to represent the District. This letter will address our engagement as bond counsel and disclosure counsel to the District in connection with the District’s proposed Special Assessment Bonds, Series 2026 (Community Infrastructure) (the “2026 Bonds”). Any future financing for which H&K provides services to the District and/or the Administration District will be subject to a separate engagement letter.

## 2026 Bonds—Bond Counsel Services

Bond Counsel’s role, generally, is to document a tax-exempt bond transaction structured by the District and to render an objective legal opinion with respect to the authorization and issuance of those obligations. Our services as Bond Counsel in connection with the 2026 Bonds will include the following:

(1) Subject to our review, to our satisfaction, of executed closing documents, certificates and opinions of legal counsel rendered by other parties to the transaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the 2026 Bonds, the source of payment and security for the 2026 Bonds, and stating that, under existing law, interest on the 2026 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax under the Internal Revenue Code of 1986, as amended (the “Code”). Our supplemental opinion as Bond Counsel rendered on the date of issuance of the 2026 Bonds will be addressed to the District and the underwriter of the 2026 Bonds and will state that the 2026 Bonds are exempt from registration under the Securities Act of 1933, as amended, and that the Master Trust Indenture, as supplemented in connection with the 2026 Bonds, is exempt from qualification under the Trust Indenture Act of 1939.

(2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the 2026 Bonds, including resolutions, a supplemental trust indenture, State of Florida filings, and federal tax filings of the Form 8038-G and coordinate the authorization and execution of such documents, and review enabling legislation.

(3) Examination of applicable law.

(4) Consultation with the parties and their respective legal counsel prior to the issuance of the 2026 Bonds.

(5) Preparation and/or review of (i) the basic documents authorizing and providing for the issuance and payment of the 2026 Bonds and (ii) the forms of such closing documents, certificates and opinions of counsel as we deem necessary to render our Bond Opinion.

(6) Review and provide recommendations, if any, on certified proceedings relating to the 2026 Bonds and performance of such additional reasonable duties by the appropriate parties as are necessary to render our Bond Opinion.

Our Bond Opinion (or applicable reliance opinion) will be addressed to the District, the underwriter of the 2026 Bonds and the trustee for the 2026 Bonds, and will be delivered by us on the date the 2026 Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the District with applicable laws relating to the 2026 Bonds.

With respect to the 2026 Bonds, our bond counsel fee is \$60,000, together with actual out-of-pocket costs, which we estimate will not exceed \$1,500. Our bond counsel fee is contingent upon the closing of the 2026 Bonds. In the event the 2026 Bonds are issued, our bond counsel fee will be due and payable at the time of the Closing.

#### 2026 Bonds—Disclosure Counsel Services

In our capacity as disclosure counsel, our primary responsibility will be to prepare the offering document pursuant to which the 2026 Bonds are marketed by the underwriter thereof, assist in a due diligence review in connection with the offering document, and render customary objective legal opinions to the effect that, subject to customary qualifications, the offering document did not as of its date contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding the District’s financial statements, the financial, statistical and demographic data, and the information relating to the book-entry only system of registration, as to which no opinion will be expressed).

With respect to the 2026 Bonds, our disclosure counsel fee is \$50,000, contingent upon the closing of the 2026 Bonds. In the event the 2026 Bonds are issued, our disclosure counsel fee will be due and payable at the time of the Closing.

If the foregoing terms of our engagement are acceptable, please so indicate by signing this letter and return it to me by scan. If you have any questions regarding this letter please do not hesitate to call me.

Sincerely yours,

HOLLAND & KNIGHT LLP



Denise J. Ganz

DLG/lcm  
#532088079\_v1

APPROVED AND AGREED TO:

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5

By: \_\_\_\_\_

Name:

Title:

Date:

# **HOLLAND & KNIGHT LLP**

## **TERMS OF ENGAGEMENT**

Holland & Knight LLP appreciates Client's decision to retain Holland & Knight LLP ("H&K" or "the Firm") as Client's legal counsel. Unless modified in writing, these terms are an integral part of Client's engagement of H&K. Experience has shown that an understanding of these matters will contribute to a better relationship between H&K and Client, and that in turn makes H&K's efforts more productive.

H&K's engagement and the services that H&K will provide to Client are limited to the matter identified in the accompanying letter or in any scope letter subsequently sent by H&K to Client. Any changes in the scope of H&K's representation as described in the letter or in any scope letter must be approved in writing by H&K. We will provide services of a strictly legal nature related to the matters described in that letter. Client will provide H&K with the factual information and materials H&K requires to perform the services identified in the letter, and Client will make such business or technical decisions and determinations as are appropriate. Client will not rely on H&K for business, investment, or accounting decisions, or expect H&K to investigate the character or credit of persons or entities with whom Client may be dealing, unless otherwise expressly specified in the letter.

H&K cannot guarantee the outcome of any matter. During the course of the engagement H&K may express opinions or beliefs concerning Client's matter, alternative courses of action, the outcome of the matter, or the existence of events or circumstances that may affect anticipated results or impact the ultimate resolution of the Client's matter. Although H&K shall endeavor to provide diligent and conscientious services to the Client, all representations and expressions relative to the matter do not constitute guarantees due to the uncertainty of all legal matters. Any expression of H&K's professional judgment regarding Client's matter or the potential outcome is, of course, limited by H&K's knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond H&K's control. The payment of our fees and expenses is not contingent or dependent upon a particular result.

### ***Confidentiality and Related Matters***

The Firm is subject to, and complies with, the rules of professional conduct that impose upon lawyers and their employees a duty to preserve and protect confidential information. Likewise, to the extent that the Firm's internal business processes, personnel information, information technology and data security processes, or any other information about the administrative operations of the Firm ("Firm Confidential Information"), are shared with Client in connection with a representation or proposed representation, Firm Confidential Information will be maintained in confidence by Client, and will not be disclosed to any third party except to the Client's directors, officers, managers, employees, advisors, accountants, attorneys or agents ("Representatives") who need to know such information for purposes of the Firm's representation of Client (such Representatives having been informed of, and agreeing to comply with, these requirements and the confidential nature of the Firm Confidential Information) and (ii) will be protected with the same degree of care as Client normally uses in the protection of Client's own confidential and proprietary information, but in no case with any less degree than reasonable care. To the extent Client receives or has access to personal information about Firm personnel, Client will comply with the Firm's Third Party Code of Conduct, found at <https://www.hklaw.com/en/firm/legal> (under bullet entitled "Read Holland & Knight's Third Party Code of Conduct").

The Firm attempts to achieve efficiencies and savings for its clients by managing the Firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in an efficient manner, including outsourcing certain functions to third parties. Outsourcing in this manner may require the Firm to allow access by third parties to Client's confidential information, and in some cases, these third parties may be located outside the United States. Each third party with access to Client's confidential information is vetted as part of an Information Technology Standardized Information Gathering (SIG) process, as well as a Privacy Risk Assessment where appropriate. The Firm will follow applicable law and regulations with regard to such outsourcing and protection of confidential information.

Unless H&K has otherwise specifically agreed with Client, Client agrees that H&K may disclose that it represents Client, including in materials which the Firm uses to describe its practices to others.

In the event H&K is required to respond to a subpoena or other formal request from a third party or a governmental agency for H&K's records or other information relating to services H&K has performed for Client,

or to testify by deposition or otherwise concerning such services, H&K will first consult with Client as to whether Client wishes to supply the information demanded or assert Client's attorney-client privilege to the extent Client may properly do so. It is understood that Client will reimburse H&K for H&K's time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in document and data searches, photocopying costs, data storage costs, reviewing data and documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

### ***Affiliated Firms***

Because certain of the work for which H&K is engaged by Client may involve matters governed by, or otherwise related to, the laws of non-US jurisdictions, H&K may engage Holland & Knight Colombia SAS, Holland & Knight Mexico SC, and Holland & Knight (UK) LLP ("Affiliate Firm(s)") to the extent necessary or appropriate to obtain the services of attorneys, paralegals and other attorney support personnel in such jurisdictions to provide the relevant portion of the services, and Client hereby agrees to H&K's engagement of H&K's Affiliate Firm(s) in such circumstances. The services of the Affiliate Firm(s) shall be billed to Client in accordance with the provisions of, and together with the services provided by H&K under, the accompanying letter and these Terms of Engagement.

Client acknowledges and agrees that H&K may disclose Client's identity to H&K's Affiliated Firms for the purpose of undertaking a conflict of interest check. Client agrees that information and data relating to Client or on any matter handled by H&K for Client, including confidential information, may be disclosed by H&K to H&K's Affiliated Firms in the course of providing services to Client. Client also agrees that provision of services from one or more of H&K's Affiliated Firms does not grant Client third party rights in respect of such Affiliated Firms.

### ***Client Affiliates***

The Firm's attorney-client relationship is with Client only and not with Client's individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with Client's parent, subsidiaries, or other affiliates. Since the Firm represents Client only, Client agrees that there is no conflict of interest should the Firm represent persons or entities with respect to interests that are adverse to individual persons or entities other than Client, including those that have a relationship with Client (e.g., representation of the entity in this matter will not give rise to any conflict of interest in the event the Firm represents other clients that are adverse to the parent, subsidiaries or other affiliates of the entity).

### ***Advance Waiver of Conflicts of Interest***

H&K is a large, full-service law firm, and it may be (and often is) asked to represent a client with respect to interests that are adverse to those of another client that is represented by the Firm in connection with another matter. Accordingly, Client understands and agrees that the Firm has the right to represent or to undertake to represent existing or new clients in any future matter, including litigation, that is not substantially related to any former or current representation of Client, even if the interests of such other clients in those other matters are directly adverse to Client's interests.

H&K agrees that Client's prospective consent to conflicting representation will not apply in any instance in which, as a result of the Firm's representation of Client, H&K has obtained sensitive, proprietary, or otherwise confidential information that could be used to the Client's material disadvantage by the other potential client whose interests are adverse to Client's interests, unless the Firm can demonstrate to Client's reasonable satisfaction that any confidential information the Firm has obtained from Client will be sequestered from the lawyers working for that other potential client.

Outside of these limitations, the Firm is and will remain free to represent other clients adverse to Client. In other words, the Firm may represent other clients in negotiations, business transactions, litigation, alternative dispute resolution, administrative proceedings, discovery disputes, or other legal matters even if those matters are adverse to Client, except with respect to matters that are the same or substantially related to H&K's former or current representation of Client.

Although Client may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by the Firm prior to receipt of notice of the revocation. In addition, and to the extent permitted by the applicable rules of professional conduct, Client must consent to the Firm's withdrawal from Client's matters if withdrawal is necessary for the Firm to continue representing other clients. If the Firm does withdraw from a matter, however, it will assist Client in transferring the matter to other counsel of Client's choice in accordance with applicable rules of professional conduct.

Client agrees Client will not assert the Firm's engagement in this matter as a basis for disqualifying the Firm from representing any other client in a different matter or as a basis to assert any claim of breach of duty, except the Firm agrees this waiver shall not include matters or disputes arising against Client that are the same or substantially related to the engagement in this matter or in a former representation.

### ***Joint Representation Waiver of Conflicts of Interest***

When the Firm represents more than one client in a matter, including affiliates, the Firm will disclose to all clients all relevant information received from any of the clients relating to the matter at issue. Therefore, if the Firm is representing multiple clients in a matter, each client, upon execution of the accompanying letter or other acknowledgement of consent, has waived the attorney-client privilege to the extent, but only to the extent, that the privilege might otherwise require the Firm to preserve in confidence information disclosed to it by one client from another client, either in the course of a representation or in connection with any subsequent legal proceeding brought by one client against another of the clients. Should material differences develop between multiple clients that cannot be amicably resolved by the joint clients, or that the Firm concludes cannot be resolved on terms compatible with the best interests of all clients, then the Firm, unless otherwise agreed to by the joint clients, shall at that time withdraw from the representation of all clients. If the Firm does withdraw, however, it will assist each of the clients in transferring the matter to other counsel of the clients' choice.

### ***Electronic Communications and Information Storage***

Unless instructed otherwise in writing, H&K will correspond with Client and third parties by e-mail or other electronic means. H&K will take reasonable precautions to prevent unauthorized access by third parties outside the Firm to Client's electronic information. H&K cannot, however, guarantee that information will be free from unauthorized access by third parties or that transmissions will be delivered or received in a timely manner or at all, reliably, securely, error free, virus free or free from interception. Client accepts these risks and hazards and agrees that H&K will have no liability for any loss or damage caused by the use of electronic communications and information storage. If Client has a requirement for a greater level of security, please discuss this with H&K.

Client consents to H&K's intercepting and monitoring communications between Client and individuals within the Firm, in order to ensure compliance with H&K's internal rules or with applicable legal requirements and to investigate matters brought to H&K's attention.

H&K stores information in electronic form which may be held in the Cloud, including in platforms owned by trusted third party suppliers such as Microsoft Azure and Amazon Web Services. H&K takes all appropriate technical and organisational measures to protect information supplied by Client.

### ***Use of External Platforms***

From time to time, Client and H&K may agree to the use of web-based e-signature platforms for the signing of documents (such as DocuSign and Adobe Sign). Client may also request H&K use certain third-party applications ("Apps") that are outside of H&K's control (such as Client's Microsoft Teams system or WhatsApp) for H&K's communications. Please note that these platforms and Apps are provided by third parties and H&K makes no express or implied representations or warranties about them, including without limitation:

- the security, confidentiality, accuracy, reliability, timeliness or completeness of information communicated via them; and
- any harm or damage that may be caused to Client's computer systems through their use.

When using these platforms and Apps, Client agrees to take responsibility for implementing security and virus checks to protect Client's computer systems and satisfy Client of the integrity and security of information passing through these platforms and Apps. Client acknowledges that H&K is not responsible for any confidentiality breaches in relation to information transmitted and processed through and by the platforms and Apps which arise from inherent security risks associated with them, except where such confidentiality breaches result from H&K's fault.

Client warrants that Client has the necessary licenses and has entered into agreements with the providers of the Apps to allow Client to use the Apps in the way proposed and to grant H&K access.

Client agrees that H&K will be granted sufficient access rights within the Apps to allow download of content, including any available audit trails of amendments made via the Apps.

Client agrees that any records that are saved and stored by H&K regarding any advice provided to Client via the Apps (by downloading, screenshots, or otherwise) will be accepted by both parties as an accurate record of the advice provided by H&K to Client.

H&K will make every effort to use the Apps for communications between H&K, but there may be circumstances in which H&K will need or prefer to communicate with Client using H&K's email systems. Such circumstances include:

- in cases of urgency or particular importance;
- where Client has instructed H&K to act on Client's behalf in the course of any proceedings that have been issued against Client;
- where the advice to be provided by H&K is of a particularly sensitive nature;
- where relevant members of H&K's team do not have access to the Apps and otherwise need to be involved or copied to correspondence;
- when a team member is responding or communicating with Client while traveling where access to the Apps may be limited; and
- where for technical reasons a document cannot be uploaded or shared via the Apps.

To ensure H&K provides Client with the best quality service and acts in accordance with H&K's regulatory obligations, Client and H&K agree to use the Apps in the most efficient and effective way, including by:

- where available, liberal use of the "@" function on communications Apps, to ensure relevant team members (including the lead partner) is alerted to Client's communication;
- use of separate channels and/or threads on communications Apps to provide clear channels of communication in relation to each relevant instruction;
- letting each other know when new members are added to the channel, so H&K and Client are aware who is part of the conversation; and
- view and edit access to documents is kept to the minimum number of individuals who need such access, to help the parties maintain document and version control.

### ***Artificial Intelligence***

In providing the legal services defined in this engagement, the Firm may use technological resources which have been licensed to or developed by the Firm. These resources, including artificial intelligence tools, ensure the confidentiality of any and all information received for the purpose of rendering legal services by the Firm. Client understands and accepts that these resources and tools will be used diligently by the Firm for the benefit of Client and as may be deemed necessary.

### ***Fees and Costs***

Clients frequently ask H&K to estimate the fees and other charges they are likely to incur in connection with a particular matter. H&K is pleased to respond to such requests whenever possible with an estimate based on H&K's professional judgment. Such an estimate is subject to the understanding that, unless H&K and Client agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost can vary from the estimated amount.

Hourly rates are subject to an annual adjustment by H&K unless an agreement stating otherwise is entered.

All costs and disbursements incurred by the Firm on behalf of Client are the responsibility of Client. In addition to legal fees, H&K's invoices will include expenses that H&K has advanced on Client's behalf and internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the Firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, court reporting, witness fees, postage and overnight courier charges, filing, recording, certification, and registration fees charged by governmental bodies. H&K's internal charges typically include, but are not limited to, such items as access to research databases and charges for data storage and photocopying materials sent to Client or third parties or required for H&K's use. A cost retainer may be requested at the onset of the engagement and periodically throughout to reimburse funds due to vendors or to the Firm directly. Where applicable, arrangements may be made for the vendor to invoice Client directly for services.

### ***Independent Contractors***

The Firm may engage resources who are not employed by the Firm, i.e., independent contractors. For these independent contractors, H&K will charge rates based upon those charged of Firm lawyers or paralegals with similar qualifications and experience. Client agrees that H&K may report and bill work performed by independent contractors in the same manner as Firm-employed timekeepers, and Client acknowledges that the amount H&K charges Client for this work is not the amount that will be paid to the independent contractor.

During the course of H&K's representation, it may be appropriate to hire third parties to provide services on Client's behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Client agrees to pay the costs of all such services directly to the third party or to reimburse H&K if H&K advances such costs.

### ***Billings***

H&K generally bills periodically throughout the engagement for a particular matter, and H&K's invoices are due upon receipt. In instances in which H&K represents more than one client with respect to a matter, unless otherwise agreed in writing, each client that H&K represents is jointly and severally liable for H&K's fees and expenses with respect to the representation.

Unless otherwise agreed in H&K's engagement letter or otherwise in writing, H&K's invoices are due upon receipt, and if any invoice is unpaid for ninety (90) days, H&K reserves the right to withdraw as Client's counsel and terminate H&K's representation, subject to applicable ethical rules. If an invoice remains unpaid for more than 30 days, the Firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the invoice until it is paid in full. Interest charges apply to specific monthly invoices on an individual invoice basis. Any payments made by the Client are applied first to the oldest outstanding invoice, with any payment overage applied to all other unpaid invoices.

H&K invites Client to discuss freely with H&K any questions that Client has concerning a fee charged for any matter. H&K wants H&K's clients to be satisfied with both the quality of H&K's services and the reasonableness of the fees that H&K charges for those services. H&K will attempt to provide as much billing information as Client requires and in such customary form that Client desires, and is willing to discuss with Client any of the various billing formats H&K has available that best suits Client's needs.

Where required, Client's invoice may include applicable international taxes such as VAT, GST, country-based business tax and consumption tax, etc., which need to be remitted to H&K along with the fees and costs.

All payments of H&K's invoices must be made free and clear of, and without any deduction or withholding for or on account of, any tax or charge unless Client is legally obliged to make such a deduction or withholding. If that is the case and provided legally permissible, the sum payable (in respect of which such deduction or withholding tax is required to be made) shall be increased to the extent necessary to ensure that H&K receives a sum net of any deduction or withholding tax or charge equal to the sum payable on H&K's invoice and as if no such deduction or withholding has been made or required to be made from H&K's invoice.

### ***E-Billing Policies and Procedures***

The Firm works with several e-billing vendors (the "Approved Vendors") which have demonstrated proficiency in the electronic management of billing and collection matters. If Client currently uses or is contemplating using an e-billing vendor, please contact H&K's e-billing team at [BillingTeamE@hklaw.com](mailto:BillingTeamE@hklaw.com) to discuss whether Client's existing vendor meets the Firm's requirements for Approved Vendors.

The Firm expects all Approved Vendors to comply with the following policies and procedures, and H&K looks to Client to provide these policies and procedures to Client's e-billing vendor:

1. Vendor site must be a supported vendor within the system for management of e-billing matters used by the Firm.
2. The vendor site should allow access to the site not only by responsible attorneys, but also e-billing staff and other Firm personnel authorized to participate in the e-billing process.
3. Client's vendors must comply with the Firm's Third Party Code of Conduct, found at <https://www.hklaw.com/en/firm/legal> (under bullet entitled "Read Holland & Knight's Third Party Code of Conduct"), which applies to third parties that handle personal information of Firm personnel.
4. In any circumstance where the Firm is e-billing an insurance company for work performed on Client's behalf, the Firm's e-billing policies shall apply to any vendor utilized by such insurance company.

Further, if the Firm is providing a discount on its fees, any vendor charges which are imposed on the Firm will be included in the total amount subject to the discount. Moreover, no e-billing issues regarding rejected charges, delayed approvals, unreasonable delays in payment, failure of the vendor or Client to keep the Firm informed of approval and payment progress, failure of the vendor or Client to keep the Firm informed of corrective actions needed to assist with payment, or other invoicing issues, modify the Firm requirement for prompt payment of fees and expenses in accordance with the terms of this engagement letter.

### ***Client Files***

In the course of Client's representation, H&K will maintain a file, either in paper or electronic form containing correspondence with Client, pleadings, agreements, deposition transcripts, exhibits, physical evidence, expert reports, and other items H&K considers reasonably necessary to Client's representation ("Client File"). H&K may also retain for H&K's own use documents containing H&K's attorney work product, mental impressions or notes, and drafts of documents ("Work Product"). The Client File will not include the Work Product and H&K's internal communications, including emails and other materials not communicated to Client, which H&K does not consider necessary to Client's representation. Client is entitled upon written request to take possession of the Client File, subject to H&K's right to make copies of any files delivered to Client. Client agrees that the Work Product shall be and remain H&K's property. H&K may destroy the Client File ten (10) years after a matter is closed, or in line with the Firm's document retention policy or applicable regulatory, statutory or legal requirement.

### ***Termination***

The representation is terminable at will by either H&K or Client. The termination of the representation will not terminate Client's obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition of the matter or the Client File to new counsel.

Unless otherwise agreed, the attorney-client relationship between H&K and Client will be considered terminated upon H&K's completion of the specific services for which H&K has been retained. At H&K's election, H&K may consider the attorney-client relationship terminated six (6) months after the last date H&K furnishes any billable services to the Client and there is no ongoing or imminent matter being handled by H&K for the Client at the time of such termination.

H&K may inform the former Client from time to time of developments in the law which may be of interest, but such communication should not be understood as a revival of an attorney-client relationship. Moreover, H&K has no obligation to inform the former Client of such developments in the law unless H&K is engaged in writing to do so.

H&K also may (but is not obligated to) respond to an audit letter request after termination of the attorney-client relationship between H&K and Client, but such communication should not be understood as a revival of an attorney-client relationship.

In the event H&K's representation of Client is terminated and Client has not paid for all services rendered and/or other charges accrued on Client's behalf to the date of H&K's withdrawal, H&K may, to the extent permitted by

law, assert a charging lien against any funds recovered by Client related to the terminated matter, and a retaining lien against any property, documents or files remaining in H&K's possession until such charges are paid.

### ***Agreement to Arbitrate and Waive Jury Trial***

Any dispute, controversy or claim arising out of or related to H&K's representation or subsequent scope letter or other writing, including any claims against the Firm, its affiliates, or any of its personnel for legal malpractice, breach of contract, breach of fiduciary duty, and/or other claims relating to the provision of professional services, will be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules"). If the amount in controversy does not exceed five million dollars (\$5,000,000), the arbitration will be conducted by a single neutral arbitrator from the JAMS panel of neutrals. If the parties encounter difficulty in agreeing on this arbitrator, they will seek the assistance of JAMS in the selection process. If the amount in controversy exceeds five million dollars (\$5,000,000), the arbitration will be conducted by an arbitration panel consisting of three neutral arbitrators from the JAMS panel of neutrals, with one arbitrator selected by one side of the dispute, with one arbitrator selected by the other side of the dispute, and a third arbitrator selected by the two other arbitrators. By agreeing to submit such dispute, controversy or claim to binding arbitration, Client is waiving Client's right to a jury trial, agreeing to have the matter decided by one or more individuals who are not sitting judges and who will be paid by the parties according to the Rules, and Client is significantly limiting both Client's right and need to respond to requests for appellate relief. The standards of evidence, procedures (including, for example, the scope and extent of discovery) and damages in an arbitration will also differ to at least some degree from a trial. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in the jurisdiction where the primary work was performed. Client and the Firm shall maintain the confidential nature of the arbitration proceeding and the Award (as defined in the Rules), including the Hearing (as defined in the Rules), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award (as defined in the Rules) or its enforcement, or unless otherwise required by law or judicial decision. By signing this agreement, Client also agrees that no provision of this agreement should be interpreted or construed as waiving or agreeing to vary the effect of any right or requirement which is expressly prohibited from being waived or varied under applicable law or the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*, as applicable. Furthermore, wherever possible, each provision of this agreement shall be interpreted and construed in such manner as to be effective and valid under applicable law. If, however, any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement, which shall remain in full force and effect. The Firm recommends that Client consult with another attorney of Client's choice with respect to whether Client should agree to arbitrate all disputes as provided in this provision.

### **California**

Notwithstanding this overall agreement to arbitrate, fee disputes may first be submitted to the California State Bar's program for arbitration of fee disputes pursuant to Business and Professions Code section 6200 *et seq.* or any successor statute. If a fee dispute arises, the Firm will provide Client with information about the State Bar program. If the Bar panel declines to hear a fee dispute, or if either party rejects the Bar panel's decision on any fee dispute, then instead of the right to trial mentioned in the statute, Client acknowledges and agrees that the fee dispute and any other dispute between H&K and Client will be resolved exclusively by confidential private arbitration, as set forth above. Both Client and the Firm further understand and waive to the fullest legal extent any applicability of the holding in *Alternative Systems, Inc. v. Carey*, 67 Cal. App.4th 1034 (1998), to the effect that an attorney and a client cannot agree to arbitrate fee disputes until a dispute has arisen. If the holding in *Alternative Systems* is applied by a court of competent jurisdiction, or by an arbitrator of competent jurisdiction, to any fee dispute under this agreement, Client and the Firm agree that the remainder of this arbitration agreement will remain in effect and must be enforced with respect to all other disputes or claims.

### **Connecticut**

Any dispute over the Firm's fees and costs, or any request for a refund, shall be resolved by binding arbitration through the Lawyer-Client Fee Dispute Resolution Program of the Connecticut Bar Association ("CBA Program"); information about that program may be found at [www.ctbar.org/public/lawyer-client-fee-dispute-resolution-program](http://www.ctbar.org/public/lawyer-client-fee-dispute-resolution-program). Under the CBA Program, its administrators appoint a neutral arbitrator to hear from each side and issue a decision resolving the dispute. There is no cost to use the CBA Program at this time.

Should the CBA decline to accept the fee dispute or be unable for any reason to appoint an arbitrator within six (6) months of being requested by either party, then the fee dispute will be resolved by binding arbitration pursuant to Connecticut General Statutes Sections 52-407aa through 52-407ddd before a single arbitrator agreed upon by the parties, or, absent such an agreement, as appointed by a judge of a Connecticut Superior Court pursuant to 52-407kk. An arbitrator selected pursuant to the statute will charge for their time which they may allocate to one party or the other.

There are advantages and disadvantages to arbitration. Arbitrations usually are quicker and less expensive than court proceedings, but they do not include the right to a trial by jury or court; an arbitrator may impose restrictions on what, if any, pre-hearing requests for discovery will be allowed; and the grounds by which the arbitrator's decision may be challenged are limited. Please note however that any claim by Client beyond a fee dispute asking for damages against H&K is not subject to this provision. In the event Client asserts such a claim, it must be resolved by a Connecticut court. Only if the Firm's engagement is for a commercial matter, Client and any guarantor acknowledge the Firm shall be entitled to recover its reasonable attorney fees and expenses to collect sums due it in any court proceeding or arbitration.

#### Florida

**NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before Client signs this agreement Client should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, Client gives up (waives) Client's right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.**

#### New York

If a dispute develops about H&K's fees, Client may be entitled under Part 137 of the Rules of the Chief Administrator of the New York Courts to arbitration of that dispute if it involves more than \$1,000 and less than \$50,000.

#### North Carolina

Notwithstanding this overall agreement to arbitrate, the Firm will, in the event of a fee dispute, make reasonable efforts to inform Client of Client's right to make use of the North Carolina State Bar program of fee dispute resolution at least 30 days prior to initiating proceedings to collect a disputed fee and will, at Client's request, participate in that program in good faith.

#### ***Internal Law Firm Privilege***

The Firm represents many clients and handles a great number of complex matters. As a result thereof, from time to time issues may arise that raise questions governed by attorneys' professional conduct rules, including possible disputes with a client and conflicts of interest issues. When such issues arise, H&K generally seeks the advice of an H&K professional responsibility partner or H&K's General Counsel. H&K considers such consultations to be protected from disclosure under the attorney-client privilege. While some courts have limited this privilege under certain circumstances, H&K believes that it is in the interests of both H&K's clients and the Firm that H&K receives expert analysis of H&K's obligations. Accordingly, as part of this agreement concerning H&K's representation of Client, Client agrees that if the Firm determines, in its own discretion, it is either necessary or appropriate to consult with its counsel (either the Firm's professional responsibility partners or General Counsel, their designees or, if it chooses, outside counsel), the Firm has Client's consent to do so and Client further agrees that the Firm's on-going representation of Client shall not result in a waiver of any attorney-client privilege that the Firm may have to protect the confidentiality of the Firm's communications with such counsel.

#### ***Data Privacy and Protection***

In the course of H&K's representation, H&K may receive from Client or on Client's behalf, certain confidential information about individual persons that is protected under applicable law and regulations. Please review the Firm's Privacy Notice, which can be found at <https://www.hklaw.com/en/firm/legal/privacy>.

### ***Transferring Data Outside Country of Origin***

H&K's Affiliated Firms have offices in the United States, the United Kingdom, Mexico, Colombia and Algeria. H&K's personnel may access Client's data in any country in which H&K operates. To deliver services to Client, it is sometimes necessary for H&K to transfer and store data outside its country of origin as follows: (1) with H&K's Affiliated Firms; (2) with H&K's service providers located outside the data's country of origin; (3) if Client is based outside the data's country of origin; or (4) where there is an international aspect to the matter representation. Additionally, unless otherwise mutually agreed to between H&K and Client, all data transferred to the Firm will be received, stored and accessed on the Firm's servers in the United States.

### ***Texas Disclosure***

H&K is required by law to advise Client that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of the General Counsel of the State Bar of Texas will provide Client with information about how to file a complaint. For more information, Client may call 1-800-932-1900. It is a toll-free call.

\* \* \* \* \*

Client's agreement to this engagement constitutes Client's acceptance of the foregoing terms and conditions. If any of them is unacceptable to Client, please advise H&K now so that the Firm can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

## MEMORANDUM

**FROM:** Kutak Rock LLP  
**TO:** Board of Supervisors  
**DATE:** February 4, 2026

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Subject: Engagement Letter for MBS Capital Markets, LLC

### Staff Recommendation

Staff recommends the Board approve the Engagement Letter.

### General Information

The District's bond financing team includes, among other professionals, the services of an attorney to serve as the underwriter. This engagement letter sets forth the terms of engagement between the District and MBS Capital Markets, LLC for MBS to serve as the underwriter for the Series 2026 Bonds.

### District Legal Counsel Review

The District's attorneys have reviewed this Engagement Letter. This is a standard engagement letter the Board has reviewed and approved in prior issuances.

### Funding Review

The costs of the services from the underwriter contemplated by this Engagement Letter will be funded by the Developer pursuant to the Bond Financing Team Funding Agreement.



## **MBS CAPITAL MARKETS, LLC**

### **SUPPLEMENT TO INVESTMENT BANKING AGREEMENT DATED FEBRUARY 12, 2019 REGARDING BOND ISSUANCES BY SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5**

February 4, 2026

Board of Supervisors  
Southern Grove Community Development District No. 5

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Southern Grove Community Development District No. 5 (“District”) entered into an Investment Banking Agreement effective February 12, 2019 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Special Assessment Bonds, Series 2026 (the “2026 Bonds”) for the purpose of acquiring/constructing Community Infrastructure improvements. It is the District’s intent to engage the Underwriter to provide investment banking services for this transaction.

The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company
- Preparation of post-sale reports for the issue, if any.
- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.



## MBS CAPITAL MARKETS, LLC

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The underwriting fee for the sale or placement of the 2026 Bonds will be 2% of the principal amount of the 2026 Bonds issued. The Underwriter will pay all of its own out-of-pocket expenses other than that of underwriter's counsel which fees shall be paid from proceeds of the 2026 Bonds.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 4 of the Agreement which provides the right to both the District and the Underwriter to terminate the Agreement without cause upon 90 days written notice to the non-terminating party.

Sincerely,  
**MBS Capital Markets, LLC**

---

Brett Sealy  
Managing Partner

Approved and Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

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



## **MBS CAPITAL MARKETS, LLC**

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### **EXHIBIT A**

#### **Disclosures Concerning the Underwriter's Role**

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

#### **Disclosure Concerning the Underwriter's Compensation**

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

#### **Conflicts of Interest**

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

**Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



## MBS CAPITAL MARKETS, LLC

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**Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

**Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

**Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

**Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

### **Disclosures Concerning Complex Municipal Securities Financing**

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

# Southern Grove Community Development Districts #1-10

**Financial Report**  
**Fiscal Year 2025/2026**  
**October 1, 2025 - December 31, 2025**

**FINANCIAL REPORT**  
**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-10 RECAP**  
**FISCAL YEAR 2025/2026**  
**OCTOBER 1, 2025 - DECEMBER 31, 2025**

	FISCAL YEAR 2025/2026 FINAL BUDGET	FISCAL YEAR 10/01/25 - 12/31/25 ACTUALS	% Of Budget
<b>REVENUES</b>			
ON-ROLL ASSESSMENTS - DEBT (Combined)	3,170,300	2,800,311	88%
BOND PREPAYMENTS	0	0	0%
ON-ROLL ASSESSMENTS - Administrative	751,622	689,153	92%
ON-ROLL ASSESSMENTS - Maintenance	1,532,319	1,404,965	92%
OTHER INCOME (Eng Rev, Interest, Application)	150,000	151,424	101%
STORMWATER	1,200,000	0	0%
<b>Total Revenues</b>	<b>\$ 6,804,241</b>	<b>\$ 5,045,854</b>	<b>74%</b>
<b>EXPENDITURES - ADMIN</b>			
ARBITRAGE FEE	6,500	0	0%
AUDIT	60,000	0	0%
DISSEMINATION AGENT	4,000	0	0%
DISTRICT COUNSEL	60,000	14,690	24%
MANAGEMENT	76,442	19,111	25%
CONSULTING FEE	0	0	0%
ASSESSMENT ROLL	6,000	0	0%
TIF/SAD REBATE ANALYSIS	110,000	0	0%
DUES, LICENSES & FEES	1,750	2,000	114%
ENGINEERING	175,000	34,603	20%
GENERAL INSURANCE	65,000	104,638	161%
WEB SITE MAINTENANCE	7,500	1,875	25%
LEGAL ADVERTISING	5,300	1,049	20%
TRAVEL AND PER DIEM	600	82	14%
OFFICE SUPPLIES	1,400	948	68%
OFFICE RENT	22,000	52,140	237%
POSTAGE & SHIPPING	1,000	0	0%
COPIES	2,500	0	0%
SUPERVISOR FEES	24,000	0	0%
CONTINGENCY ADMIN	50,000	1,636	3%
CONTINUING DISCLOSURE	0	0	0%
TRUSTEE SERVICES	12,500	16,555	132%
<b>TOTAL ADMIN EXPENSES</b>	<b>691,492</b>	<b>249,327</b>	<b>36%</b>
<b>EXPENDITURES - MAINT</b>			
AQUATIC MAINTENANCE	100,000	0	0%
BUILDING MAINTENANCE	200,000	0	0%
COMMUNITY AREA MAINTENANCE	177,000	33,931	19%
TIM OPERATIONS	650,000	0	0%
CONTINGENCY	180,100	0	0%
DEVELOPMENT COORDINATOR	33,383	8,346	25%
ELECTRIC	25,000	2,055	8%
ENGINEERING - MAINT.	175,000	0	0%
FIELD MANAGEMENT	177,250	19,313	11%
FOUNTAIN MAINTENANCE & CHEMICALS	4,000	1,324	33%
IRRIGATION PARTS & REPAIRS	20,000	1,869	9%
IRRIGATION WATER	2,000	0	0%
LANDSCAPE MAINTENANCE	331,000	131,830	40%
SIDEWALK CLEANING AND REPAIR	30,000	26,276	88%
SIGNAGE	10,000	0	0%
STORMWATER MAINTENANCE	575,000	135,385	24%
STREETLIGHT MAINTENANCE AND REPAIR	20,000	0	0%
TREE/PLANT REPLACEMENT & TRIM	50,000	0	0%
<b>TOTAL MAINTENANCE EXPENSES</b>	<b>2,759,733</b>	<b>360,329</b>	<b>13%</b>
<b>Total Expenditures</b>	<b>\$ 3,451,225</b>	<b>\$ 609,656</b>	<b>18%</b>
<b>EXCESS / (SHORTFALL)</b>	<b>\$ 3,353,016</b>	<b>\$ 4,436,199</b>	<b>132%</b>
PAYMENT TO TRUSTEE	(2,916,676)	(2,635,029)	90%
PREPAYMENTS TO TRUSTEE	-	-	
CAPITAL OUTLAY	-	-	
<b>BALANCE</b>	<b>\$ 436,340</b>	<b>\$ 1,801,170</b>	
COUNTY APPRAISER & TAX COLLECTOR FEE	(218,170)	(204,607)	94%
DISCOUNTS FOR EARLY PAYMENTS	(218,170)	(194,932)	89%
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 1,401,631</b>	

## Southern Grove CDD 1

## Balance Sheet

As of December 31, 2025

	Dec 31, 25
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
01-1000 · Valley National 1068	7,168,253.12
01-1001 · Valley Bank-Special Bond Acct	2,227,637.83
1072 · Bill.com Money Out Clearing	-6,000.01
<b>Total Checking/Savings</b>	9,389,890.94
<b>Accounts Receivable</b>	
01-1200 · Accounts Receivable	251,547.80
<b>Total Accounts Receivable</b>	251,547.80
<b>Total Current Assets</b>	9,641,438.74
<b>Other Assets</b>	
01-8122 · A/R St Lucie County Excess Fees	-2,978.00
<b>Total Other Assets</b>	-2,978.00
<b>TOTAL ASSETS</b>	<b>9,638,460.74</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
01-2020 · Accounts Payable	2,193,785.89
<b>Total Accounts Payable</b>	2,193,785.89
<b>Other Current Liabilities</b>	
01-2024 · Due To Other Gov Units-Fishkind	750.02
01-2025 · Deposits - Engr Deposit	33,893.55
01-2026 · Deferred Revenue - SAD/TIF	65,640.88
01-2027 · Due to CDD2	79,683.04
01-2028 · Due to CDD3	74,119.34
01-2029 · Due to CDD4	154,314.14
01-2030 · Due to CDD5	1,784,881.04
01-2031 · Due to CDD6	84,689.73
01-2032 · Due to CDD7	68,167.46
01-2033 · Due to CDD8	61,621.67
01-2034 · Due to CDD9	35,024.31
01-2035 · Due to CDD10	62,571.93
01-2051 · AP Other - Future Bonds	963,719.38
<b>Total Other Current Liabilities</b>	3,469,076.49
<b>Total Current Liabilities</b>	5,662,862.38
<b>Total Liabilities</b>	5,662,862.38
<b>Equity</b>	
30000 · Opening Balance Equity	206,446.32
99-9999 · Retained Earnings	2,367,520.57
Net Income	1,401,631.47
<b>Total Equity</b>	3,975,598.36
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>9,638,460.74</b>