



**SEAGROVE
COMMUNITY DEVELOPMENT
DISTRICT**

**ST. LUCIE COUNTY
REGULAR BOARD MEETING
MAY 31, 2024
2:00 P.M.**

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

www.seagrovecdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
SEAGROVE
COMMUNITY DEVELOPMENT DISTRICT
Special District Services, Inc. – Tradition Management Offices
10807 SW Tradition Square
Port St. Lucie, FL 34987
1-877-873-8017 Access #9758310
REGULAR BOARD MEETING
May 31, 2024
2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 17, 2024 Regular Board Meeting Minutes.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Resolution No. 2024-01 – Adopting a Fiscal Year 2024/2025 Proposed Budget...Page 4
 - 2. Consider Approval of Developer’s Funding Agreement for Fiscal Year 2024/2025.....Page 9
- I. Administrative and Operational Matters
- J. Board Members & Staff Closing Comments
- K. Adjourn

AFFIDAVIT OF PUBLICATION

Seagrove CDD
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

10/13/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/13/2023

Legal Clerk *Keegan Moran*

Wishley
Notary, State of WI, County of Brown

3.7.27

My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

**BOARD OF SUPERVISORS'
MEETING DATES
SEAGROVE COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024**

The Board of Supervisors of the Seagrove Community Development District (the "District") will hold their regular meetings for Fiscal Year 2023/2024 at 2:00 p.m. at Special District Services, Inc., Tradition Management Offices located at 10807 SW Tradition Square, Port St. Lucie, FL 34987, as follows:

- October 27, 2023
- November 17, 2023
- December 22, 2023
- January 26, 2024
- February 23, 2024
- March 29, 2024
- April 26, 2024
- May 31, 2024
- June 28, 2024
- July 26, 2024
- August 30, 2024
- September 27, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida law for community development districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the Agendas for any of the meetings may be obtained from the District's website at www.seagrovecdd.org or by contacting the District Manager at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Meetings may be cancelled from time to time without advertised notice.

District Manager
SEAGROVE COMMUNITY
DEVELOPMENT DISTRICT
www.seagrovecdd.org
Publish: October 13, 2023
TCN9389141

**SEAGROVE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 17, 2023**

A. CALL TO ORDER

District Manager Andrew Karmeris called the November 17, 2023, Regular Board Meeting of the Seagrove Community Development District (the “District”) to order at 2:05 p.m. at the offices located at 10807 SW Tradition Square, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Mr. Karmeris presented proof of publication that Notice of the Regular Meeting had been published in the *St. Lucie News Tribune* on March 21, 2023, as legally required.

C. ESTABLISH QUORUM

A quorum was established with the presence of the following Board Members and it was in order to proceed:

Chairman	Gregory Pettibon	Present
Vice Chairman	Chris Cutler	Present
Supervisor	Matthew Pisciotta	Absent
Supervisor	Kayla Holody	Absent
Supervisor	Jared Shaver	Present

Staff present included:

District Manager	Andrew Karmeris	Special District Services, Inc.
District Counsel	Ginger Wald (via phone)	Billing, Cochran

D. ADDITIONS OR DELETIONS TO AGENDA

None.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. June 30, 2023 Regular Board Meeting & Public Hearing Minutes

A **motion** was made by Mr. Shaver, seconded by Mr. Pettibon and passed unanimously approving the minutes of the June 30, 2023, Regular Board Meeting & Public Hearing Minutes, as presented.

The regular board meeting was recessed, and the public hearing on the Fiscal Year 2023/2024 Final Budget was opened at 2:14 p.m.

G. OLD BUSINESS

There was no old business.

H. NEW BUSINESS

1. Consider Resolution No. 2023-24 – Adopting a Fiscal Year 2022/2023 Amended Budget

Mr. Karmaris presented.

RESOLUTION NO. 2023-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEAGROVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Shaver, seconded by Mr. Pettibon and passed unanimously adopting Resolution No. 2023-24 – Adopting a Fiscal Year 2022/2023 Amended Budget, as presented.

I. ADMINISTRATIVE MATTERS

There were no administrative matters.

J. BOARD MEMBERS COMMENTS

There were no board member comments.

K. ADJOURN

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 2:07 p.m. by Chairman Pettibon. There were no objections.

Secretary
Chairperson

Chairperson

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEAGROVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Seagrove Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2024/2025 has been prepared and considered by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEAGROVE COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for August 31, 2024 at 2:00 p.m. in the Special District Services, Inc., Tradition Management Offices, 10807 SW Tradition Square Port St. Lucie, FL 34987, for the purpose of receiving public comments on the Proposed Fiscal Year 2024/2025 Budget.

PASSED, ADOPTED and EFFECTIVE this 31st day of May, 2024.

ATTEST:

**SEAGROVE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Seagrove
Community Development District

**Proposed Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

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PROPOSED BUDGET
SEAGROVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	103,035
Debt Assessments	0
Interest Income	240
TOTAL REVENUES	\$ 103,275
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	0
Management	36,000
Legal	30,000
Assessment Roll	7,500
Audit Fees	4,000
Arbitrage Rebate Fee	650
Insurance	5,500
Legal Advertisements	6,000
Miscellaneous	1,500
Postage	200
Office Supplies	2,250
Dues & Subscriptions	175
Trustee Fees	4,500
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 99,275
Maintenance Expenditures	
Engineering/Inspections	2,000
Miscellaneous Maintenance	2,000
Field Operations	0
Total Maintenance Expenditures	\$ 4,000
TOTAL EXPENDITURES	\$ 103,275
REVENUES LESS EXPENDITURES	\$ -
Bond Payments	0
BALANCE	\$ -
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
SEAGROVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
O&M Assessments	0	0	0	
Developer Contribution	74,375	103,025	103,035	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	354	0	240	Projected At \$20 Per Month
TOTAL REVENUES	\$ 74,729	\$ 103,025	\$ 103,275	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	21,000	36,000	36,000	\$3,000 X 12 Months
Legal	9,933	30,000	30,000	
Assessment Roll	0	7,500	7,500	Will Commence In Fiscal Year Following Issuing Of Bond
Audit Fees	0	4,000	4,000	
Arbitrage Rebate Fee	0	650	650	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	2,534	6,000	5,500	FY 23/24 Expenditure Was \$5,000
Legal Advertisements	5,223	5,000	6,000	
Miscellaneous	5,382	1,500	1,500	
Postage	127	200	200	
Office Supplies	542	2,500	2,250	
Dues & Subscriptions	125	175	175	Annual Fee Due Department Of Economic Opportunity
Trustee Fees	0	4,500	4,500	Will Commence In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	1,000	1,000	Will Commence In Fiscal Year Following Issuing Of Bond
Total Administrative Expenditures	\$ 44,866	\$ 99,025	\$ 99,275	
Maintenance Expenditures				
Engineering/Inspections	5,493	2,000	2,000	Engineers Report To Be Included In Bond Cost Of Issuance
Miscellaneous Maintenance	0	2,000	2,000	
Field Operations	0	0	0	
Total Maintenance Expenditures	\$ 5,493	\$ 4,000	\$ 4,000	
TOTAL EXPENDITURES	\$ 50,359	\$ 103,025	\$ 103,275	
REVENUES LESS EXPENDITURES	\$ 24,370	\$ -	\$ -	
Bond Payments	0	0	0	
BALANCE	\$ 24,370	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ 24,370	\$ -	\$ -	

DEVELOPER'S FUNDING AGREEMENT
(Fiscal Year 2024-2025)

This Agreement is made and entered into this 31st day of May, 2024 (the "Effective Date"), by and between:

SEAGROVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Lucie County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

and

LENNAR HOMES LLC, a Florida limited liability company, the primary developer of lands within the boundaries of the District, whose address is 3931 RCA Blvd, Suite #3105, Palm Beach Gardens, Florida 33410, and its successors and assigns (all referred to herein as the "Developer").

RECITALS

WHEREAS, the Developer owns or controls all lands within the District; and

WHEREAS, the District pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roadway improvements, landscaping and related improvements, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

WHEREAS, the Developer recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the land; and

WHEREAS, the Developer is agreeable to funding the operations of the District as called for in the annual fiscal year budget approved by the Board of Supervisors (the "Board") as governing body of the District (herein the "Budget"), which is attached and made a part hereof as Exhibit "A", as such Budget may be amended from time to time for the fiscal year that it covers; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

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

2. Developer agrees to make available to the District the moneys necessary for the operation of the District during the fiscal year as called for in the Budget, monthly, within fifteen (15) days of written request by the District. The District agrees to request from the Developer funds for the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in Exhibit "A". The funds shall be placed in the District's general checking account. These payments are made in lieu of taxes, fees or assessments that might otherwise be levied or imposed by the District.

3. The parties hereto recognize that payments not part of the Budget may be made by the Developer to the District, or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with the special assessment bonds, in one or more series (the "Bonds") and as such, the payments may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of its Bonds that there will be included an amount sufficient to repay the Developer for the payments advanced to the District by the Developer prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds. The parties further agree that any repayments will not include any interest charge.

4. Developer shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and replacement of the District's Improvements arising during the fiscal year covered by the Budget, as set forth in the Budget, as such Budget may be amended from time to time.

5. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

6. 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 Agreement.

7. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

9. This Agreement is solely for the benefit of the formal 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 formal 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.

10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. This Agreement has been negotiated fully between the parties in 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 deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

13. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

14. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

15. 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. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**SEAGROVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as Chairperson/Vice Chairperson of the Board of Supervisors for **SEAGROVE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for **SEAGROVE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission:

LENNAR HOMES LLC, a Florida limited liability company

Witnesses:

Print Name

Print Name

By: _____
Print Name: _____
Title: _____

_____ day of _____, 2024.

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____ of **LENNAR HOMES LLC** a Florida limited liability company, on behalf of the company. He or she is personally known to me or has produced _____ as.

[SEAL]

Notary Public Signature

Print Name
Commission Expires:

Exhibit "A" – Budget
(Fiscal Year 2024/2025)