



**SEAGROVE
COMMUNITY DEVELOPMENT
DISTRICT**

**ST. LUCIE COUNTY
SPECIAL BOARD MEETING
NOVEMBER 22, 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
1-877-873-8018 Access #7344194
SPECIAL BOARD MEETING
November 22, 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. August 30, 2024 Regular Board Meeting & Public Hearing Minutes.....Page 2
- G. Old Business
- H. New Business
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- I. Auditor Selection Committee
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- J. Administrative and Operational Matters
- K. Board Members & Staff Closing Comments
- L. Adjourn

Publication Date
2024-11-15

Subcategory
Miscellaneous Notices

NOTICE OF SPECIAL MEETING OF
SEAGROVE COMMUNITY DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that a Special Meeting of the Seagrove Community Development District will be held at 2:00 p.m. on November 22, 2024, at the Tradition Management Offices, located at 10807 SW Tradition Square, Port St. Lucie, Florida 34986. The purpose of the Special Meeting is to adopt the Fiscal Year 2023-2024 Final Amended Budget and conduct any and all other business coming before the Board.

Said meeting may be continued as found necessary to a time and date specified on the record.

A copy of the Agenda for this meeting may be obtained by contacting Special District Services, Inc. at 561-630-4922 and/or toll free at 1-877-737-4922 at least five (5) 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 meeting, such person will need a record of the proceeding and such person may need to ensure that a verbatim record of the proceeding is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

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 Special District Services, Inc. at 561-630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the meeting.

Seagrove Community Development District

Pub: November 15, 2024

TCN10768814

**SEAGROVE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
AUGUST 30, 2024**

A. CALL TO ORDER

District Manager Frank Sakuma called the August 30, 2024, Regular Board Meeting of the Seagrove Community Development District (the “District”) to order at 2:04 p.m. at the offices located at 10807 SW Tradition Square, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Mr. Sakuma presented proof of publication that Notice of the Regular Meeting had been published in the *St. Lucie News Tribune* on October 13, 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	Kayla Holody	Absent

Staff present included:

District Manager	Frank Sakuma	Special District Services, Inc.
District Counsel	Gregory George (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 28, 2024, Regular Board Meeting Minutes

A **motion** was made by Mr. Pettibon, seconded by Ms. Holody and passed unanimously approving the minutes of the June 28, 2024, Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the public hearing on the Fiscal Year 2024/2025 Final Budget was opened at 2:05 p.m.

G. PUBLIC HEARING – ADOPTING A FISCAL YEAR 2024/2025 FINAL BUDGET

1. Proof of Publication

Proof of publication was presented that a notice of the Public Hearing had been published in *St. Lucie News Tribune* on August 9, 2024, and August 15, 2024, as legally required.

2. Receive Public Comment on the Fiscal Year 2024/2025 Final Budget

Mr. Sakuma opened the public comment portion of the Public Hearing to receive comments on the Fiscal Year 2024/2025 Final Budget. There being no comments, Mr. Sakuma closed the public comment portion of the Public Hearing.

3. Consider Resolution No. 2024-03 – Adopting a Fiscal Year 2024/2025 Final Budget

Mr. Sakuma presented Resolution No. 2024-05, entitled:

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEAGROVE COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2024/2025 FINAL BUDGET PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Pettibon, seconded by Mr. Cutler and passed unanimously adopting Resolution No. 2024-03 – Adopting the Fiscal Year 2024/2025 Final Budget, as presented.

The Public Hearing on the Fiscal Year 2024/2025 Final Budget was closed at 2:06 p.m. and the Regular Board Meeting reconvened.

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. NEW BUSINESS

1. Consider Approval of Agreement for Underwriting Services

Mr. Sakuma presented an Agreement for Underwriting Services & Rule G-17 Disclosure from FMSbonds, Inc.

A **motion** was made by Mr. Pettibon, seconded by Mr. Cutler and passed unanimously approving the agreement, as presented.

2. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Meeting Schedule

Mr. Sakuma presented Resolution No. 2024-04, entitled:

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEAGROVE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR THE FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Cutler, seconded by Ms. Holody and passed unanimously adopting Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Meeting Schedule, as presented.

3. Consider Resolution No. 2024-05 – Adopting Goals and Objectives

Mr. Sakuma presented Resolution No. 2024-05, entitled:

RESOLUTION NO. 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEAGROVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Cutler, seconded by Ms. Holody and passed unanimously adopting Resolution No. 2024-05 – Adopting Goals and Objectives, as presented.

4. Consider Appointment of Audit Committee & Approval of Evaluation Criteria

A **motion** was made by Mr. Pettibon, seconded by Mr. Cutler and passed unanimously appointing the Board of Supervisors as the Audit Committee.

A **motion** was made by Mr. Pettibon, seconded by Mr. Cutler and passed unanimously authorizing staff to issue the RFP and approving the evaluation criteria, as presented.

J. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

K. BOARD MEMBERS COMMENTS

There were no further Board Member comments.

L. ADJOURN

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 2:10 p.m. by Chairman Pettibon. There were no objections.

Secretary

Chairperson

RESOLUTION NO. 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEAGROVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Seagrove Community Development District (the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is hereby approved and adopted by the Board.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 22nd day of November, 2024.

ATTEST:

**SEAGROVE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chair/Vice Chair

Seagrove
Community Development District

**Amended Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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- II **AMENDED FINAL DEBT SERVICE FUND BUDGET - SERIES 2024**

AMENDED FINAL BUDGET
SEAGROVE COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
O&M Assessments	0	0	0
Developer Contribution	103,025	68,683	68,683
Debt Assessments	0	0	0
Interest Income	0	750	741
TOTAL REVENUES	\$ 103,025	\$ 69,433	\$ 69,424
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	0	0	0
Management	36,000	36,000	36,000
Legal	30,000	23,000	14,796
Assessment Roll	7,500	0	0
Audit Fees	4,000	3,200	3,200
Arbitrage Rebate Fee	650	0	0
Insurance	6,000	5,000	5,000
Legal Advertisements	5,000	1,400	443
Miscellaneous	1,500	800	226
Postage	200	120	99
Office Supplies	2,500	260	214
Dues & Subscriptions	175	175	175
Trustee Fees	4,500	0	0
Continuing Disclosure Fee	1,000	0	0
Total Administrative Expenditures	\$ 99,025	\$ 69,955	\$ 60,153
Maintenance Expenditures			
Engineering/Inspections	2,000	3,000	2,047
Miscellaneous Maintenance	2,000	0	0
Field Operations	0	0	0
Total Maintenance Expenditures	\$ 4,000	\$ 3,000	\$ 2,047
TOTAL EXPENDITURES	\$ 103,025	\$ 72,955	\$ 62,200
REVENUES LESS EXPENDITURES	\$ -	\$ (3,522)	\$ 7,224
Bond Payments	0	0	0
BALANCE	\$ -	\$ (3,522)	\$ 7,224
County Appraiser & Tax Collector Fee	0	0	0
Discounts For Early Payments	0	0	0
EXCESS/ (SHORTFALL)	\$ -	\$ (3,522)	\$ 7,224

FUND BALANCE AS OF 9/30/23	
FY 2023/2024 ACTIVITY	
FUND BALANCE AS OF 9/30/24	

\$24,370
(\$3,522)
\$20,848

AMENDED FINAL BUDGET
SEAGROVE COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2024
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Interest Income	0	1,330	1,330
Bond Proceeds (Debt Service)	0	773,149	773,149
NAV Assessment Collection	0	0	0
Developer Contribution - Debt	0	0	0
Total Revenues	\$ -	\$ 774,479	\$ 774,479
EXPENDITURES			
Principal Payments	0	0	0
Interest Payments	0	0	0
Bond Redemption	0	0	0
Transfer To Construction Account	0	894	894
Total Expenditures	\$ -	\$ 894	\$ 894
Excess/ (Shortfall)	\$ -	\$ 773,585	\$ 773,585

FUND BALANCE AS OF 9/30/23	\$0
FY 2023/2024 ACTIVITY	\$773,585
FUND BALANCE AS OF 9/30/24	\$773,585

Notes

Reserve Fund Balance = \$519,541*. Interest Account Balance = \$254,044*.

Interest Account To Be Used To Make 12/15/2024 Interest Payment Of \$253,607.

Capitalized Interest Was Set-Up Through December 2024.

Capital Projects Bond Proceeds = \$15,226,851. Total Bond Proceeds = \$16,000,000.

FY 2023/2024 Cost Of Issuance = \$518,234.

Fiscal Year 2023/2024 Capital Outlay = \$11,601,111.

* Approximate Amounts

Series 2024 Bond Information

Original Par Amount =	\$16,000,000	Annual Principal Payments Due:
Interest Rate =	4.25% - 5.2%	June 15th
Issue Date =	August 2024	Annual Interest Payments Due:
Maturity Date =	June 2054	June 15th & December 15th
Par Amount As Of 9/30/24 =	\$16,000,000	

After Recording Return to:

Lennar Homes, LLC

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restriction (the “**Declaration**”) is made and executed this ___ day of _____, 2024, by **DRP FL 6, LLC**, a Delaware limited liability company, having an address at 590 Madison Avenue, 13th Floor, New York, New York 10022, (the “**DRP**”), the **Seagrove Community Association, Inc.**, a Florida corporation not for profit having an address at 3931 RCA Boulevard, Suite 3105, Palm Beach Gardens, FL 33410 (the “**HOA**”) and the **Seagrove Community Development District**, a local unit of special purpose government formed under Chapter 190 of the Florida Statutes, whose address is _____, Florida _____ (the “**CDD**”).

WITNESSETH

WHEREAS, **DRP**, the **HOA** and the **CDD** (collectively, the “**Parties**”) are currently the owners of those certain Irrigation Parcels (as hereinafter defined) located in the Community (as hereinafter defined); and

WHEREAS, it is the intent of the Parties for the **CDD** to exclusively provide operation and maintenance of the Irrigation Parcels as well as operate, maintain, repair and replace all Irrigation Facilities(as hereinafter defined) within the Irrigation Parcel;

WHEREAS, it is further intended by the Parties for the **CDD** to have the exclusive right to provide irrigation of those certain Green Spaces (as hereinafter defined) in the Community.

NOW, THEREFORE, the Parties hereby declare that the Irrigation Parcels are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as restrictive covenants that run with the land and binding on successors and assigns and inuring to the benefit of the **CDD**, and shall be as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated by this reference as if fully set forth herein.
2. Definitions. As used in this Declaration, the following terms are defined as follows:
 - a. “**Community**” refers to the residential community commonly known as Seagrove community located in St. Lucie County, Florida, of which the Irrigation Parcels are a part.
 - b. “**Green Space**” shall mean those portions of the **HOA** common areas which shall receive irrigation water and services from the **CDD** with water from the Irrigation Parcels which are depicted on Exhibit “B” attached hereto and incorporated herein by this reference..

- c. **“Irrigation Parcels”** shall mean and refer to a portion of the Community which is described on **Exhibit “A”** attached hereto and incorporated herein by this reference.
 - d. **“Irrigation Facilities”** shall mean irrigation lines, equipment, infrastructure, meters, and other facilities necessary to provide irrigation services. All Irrigation Facilities within the Irrigation Parcels and Green Space shall be owned, operated, maintained, repaired and replaced by the CDD.
 - e. **“Owner”** shall mean and refer to one or more persons or entities who hold the record title to any of the individual platted residential lots within the Community (in whole or in part), but excluding in all cases any party holding a recorded interest merely as security for the performance of an obligation.
 - f. **“WMD”** shall mean the South Florida Water Management District.
3. Use Restrictions and Restrictive Covenants. The Parties hereby declare that the Irrigation Parcels shall be held, maintained, transferred, sold, conveyed and owned subject to the terms and conditions of this Declaration, including, but not limited to, the following covenants and restrictions:
- a. The CDD shall operate and maintain the Irrigation Parcels in strict accordance with that certain WMD Permit # _____.
 - b. The CDD shall have the sole and exclusive right to operate, maintain, repair, and replace all Irrigation Facilities in the Irrigation Parcel.
 - c. The CDD shall have the exclusive right to provide irrigation services to the Green Space.
 - d. Neither the HOA nor DRP, or any Owners as a successor in title to DRP, shall engage in any activities or modifications that could interfere with the operation and maintenance of the Irrigation Parcel by the CDD.
 - e. The Parties shall not install any wells or otherwise draw water from any other source within the Community for the purpose of irrigating the Green Space.
 - f. Except for the CDD’s use, operation and maintenance of the Irrigation Parcels in strict accordance with the WMD Permit # _____, any other irrigation water to be used on the Community shall be potable water.
4. Assessments. The Parties acknowledge that the CDD shall levy assessments against - property in the Community, including operation and maintenance assessments, to pay for the expenses incurred by the CDD in connection with the performance of its obligations under this Declaration.
5. Plat. The Parties acknowledge DRP intend to record one or more subdivision plats creating individual single family residential lots (each a **“Lot”** and collectively the **“Lots”**) in connection with the development of the Community. The Lots created by such subdivision plats shall be automatically released from the terms and conditions of this Declaration.

With respect to the Lots and the Owners, the HOA shall continue to be bound by and comply with the terms of this Declaration.

6. Covenants and Restrictions Running with the Land. Subject to termination as provided herein, this Declaration shall run with and bind the Property for a period of thirty (30) years from the date of its recording (the "Term"), which Term shall be extended thereafter for renewal periods of ten (10) years until such time as the Declaration is terminated. The Parties acknowledge that a renewal of the Declaration must be recorded in the Public Records prior to the expiration of the Term and any renewal Term thereafter. Upon written agreement between the Parties and with the consent of the WMD, the Declaration may be terminated of record by recording a written termination executed by all Parties and the WMD in the Public Records of the County.
7. Governing Law. This Declaration shall be governed by the laws of the State of Florida and exclusive venue shall be in St. Lucie County, Florida.
8. Waiver of Jury Trial. EACH PARTY AND BENEFICIARY HERETO HEREBY AGREES IRREVOCABLY, KNOWINGLY AND VOLUNTARILY THAT, IN ANY ACTION, PROCEEDING, CROSSCLAIM, COUNTERCLAIM OR THIRD-PARTY CLAIM BROUGHT IN RESPECT OF ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS DECLARATION, SUCH PARTY AND BENEFICIARY SHALL AND DOES HEREBY (a) WAIVE ALL RIGHTS TO TRIAL BY JURY AND (b) WAIVE THE RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A RIGHT TO JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A RIGHT TO JURY TRIAL HAS NOT BEEN WAIVED.
9. Notices; Third Party Beneficiaries. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing to the addresses as first set forth above. The WMD is an express and intended third party beneficiary of this Declaration, including with rights of enforcement to the greatest extent allowed by law.
10. Attorneys' Fees. In the event of any dispute between the parties, the prevailing party will be entitled to the recovery of its attorneys' fees and costs including any of such fees and costs incurred before, during or after trial, on appeal or in bankruptcy proceedings.

[signatures on following page]

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

DRP:

Signed, sealed and delivered in the presence of the following witnesses:

DRP FL 6, LLC, a Delaware limited liability company

By: DRP HoldCo 3, a Delaware limited liability company, its Sole Member

Josephine Cimino
Print Name: Josephine Cimino
Witness' Address: 520 Madison Ave - 21st Fl
New York, NY 10022

By: DW General Partner, LLC
Its: Manager

By: Houdin Honorvar
Print Name: Houdin Honorvar
Title: Authorized Signatory

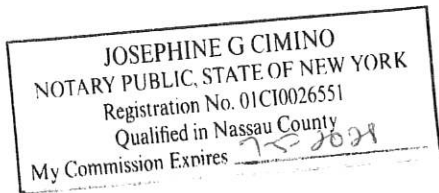
Meaghan Mahoney
Print Name: Meaghan Mahoney
Witness' Address: 520 Madison Ave - 21st Fl
New York, NY 10022

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of October, 2024, by Houdin Honorvar, as Authorized Signatory of DW General Partner, LLC, the Manager of DRP HoldCo 3, LLC, a Delaware limited liability company as the Sole Member of DRP FL 6, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me, or has produced a driver's license as identification.

(NOTARIAL SEAL)

Notary Public: Josephine G. Cimino
Name: Josephine G. Cimino
My commission expires: 7-5-2028



IN WITNESS WHEREOF, the CDD has executed this Declaration on the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

SEAGROVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government

A. Polander

Print Name: ALAINA POLANDER
Witness' Address: 3931 RCA BLVD,
SUITE 3105, PALM BEACH GARDENS,
FL 33410

By: *[Signature]*
Print Name: Gregory J. Pettibon
Title: Chairman

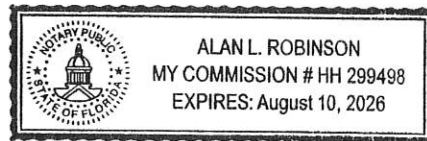
Print Name: Peter Madonna
Witness' Address: 3931 RCA Blvd.
Suite 3105, Palm Beach Gardens, FL 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of November, 2024, by Gregory Pettibon, as Authorized Agent of **SEAGROVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, on behalf of the company, who is personally known to me, or has produced a driver's license as identification.

(NOTARIAL SEAL)

Notary Public: *[Signature]*
Name: Alan Robinson
My commission expires: 8-10-2026



IN WITNESS WHEREOF, GIG has executed this Declaration on the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

Seagrove Community Association, Inc.,
a Florida corporation not for profit

A. Polander
Print Name: ARAINA POLANDER
Witness' Address: 3931 RCA BLVD
STE. 3105 PALM BEACH GARDENS, FL 33410

By: [Signature]
Print Name: Chris Cutler
Title: Director Secretary

Peter Meadows
Print Name: PETER MEADOWS
Witness' Address: 3931 RCA BLVD, Suite 3105
Palm Beach Gardens, FL 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of November, 2024, by Gregory Robinson, as Authorized Agent of **Seagrove Community Association, Inc.**, a Florida corporation not for profit, on behalf of the company, who is personally known to me, or has produced a driver's license as identification.

(NOTARIAL SEAL)

Notary Public: [Signature]
Name: Alan Robinson
My commission expires: 8-10-2026

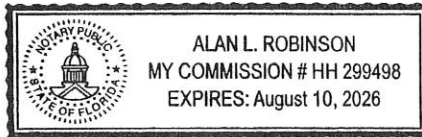


Exhibit "A"

IRRIGATION PARCELS

Exhibit "B"

GREEN SPACE

November 22, 2024

RE: Seagrove Community Development District

The Seagrove Community Development District is required to select an auditor to perform the audit for the district for the years ending September 30, 2024, September 30, 2025 and September 30, 2026; with an option for an additional two-year renewal.

In accordance with the Auditor Selection procedures as outlined by Florida Statute 218.391, the District has established the auditor selection criteria and has placed a legal advertisement requesting proposals from qualified audit firms.

The current auditor for the Seagrove Community Development District is the firm of Grau & Associates.

Grau & Associates was the only firm to respond to the legal advertisement requesting proposals to perform the fiscal year ending September 30, 2024, September 30, 2025 and September 30, 2026 audits. The proposed fee for the audit for fiscal year ending September 30, 2024 is \$4,400.00. The proposed fee for the audit for fiscal year ending September 30, 2025 is \$4,500.00. The proposed fee for the audit for fiscal year ending September 30, 2026 audit is \$4,600.00. The proposed fee for the audit for fiscal year ending September 30, 2027 (option year) is \$4,700.00. And the proposed fee for the audit for fiscal year ending September 30, 2028 (option year) is \$4,800.00. The approved fee for the fiscal year ending September 30, 2023 audit, which Grau & Associates has completed, was \$3,200.00. The proposed Audit Fee budget for Fiscal Year 2024/2025 is \$4,000.00.

Management would like to report that it is pleased with the professionalism and the competence of the Grau and Associates, partners and supporting staff.

It is recommended at this time that Grau & Associates be hired to perform the September 30, 2024, September 30, 2025 and September 30, 2026 annual government audits and also be selected, subject to fee adjustments for inflation, to perform the fiscal year end audits for the following two years (FYE 9/30/27 and 9/30/28).

Special District Services, Inc.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

Seagrove
COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: October 24, 2024
4:00PM

Submitted to:

Seagrove Community Development District
c/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
1001 Yamato Road, Suite 301
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



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October 24, 2024

Seagrove Community Development District
c/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Request for Proposal for Professional Auditing Services for the fiscal years ended September 30, 2024-2026, with an option for two (2) additional annual renewals.

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

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

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

Servicing your Individual Needs

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

Developing Relationships

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

Maintaining an Impeccable Reputation

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

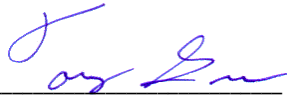
Complying With Standards

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

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

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

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



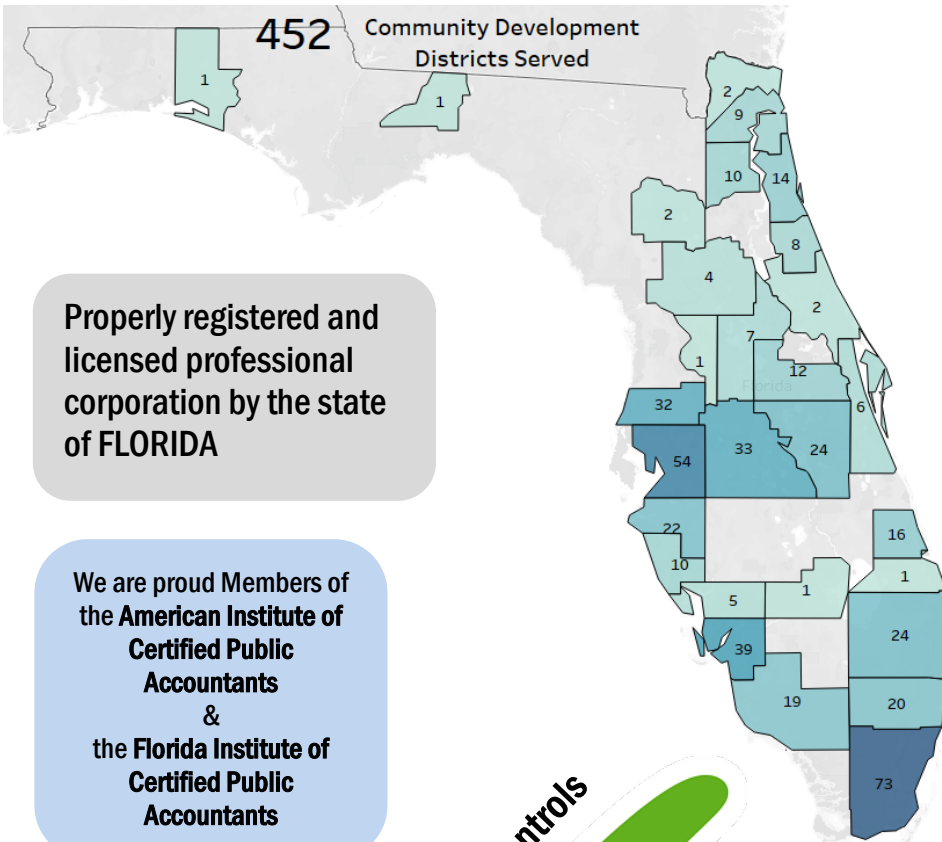
3 Partners
11 Professional Staff
2 Administrative Professionals



2005

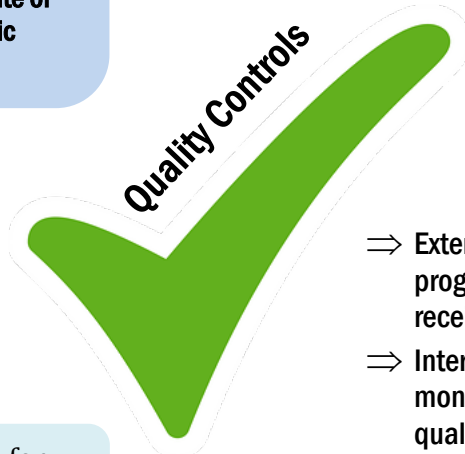
Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

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

March 17, 2023

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

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

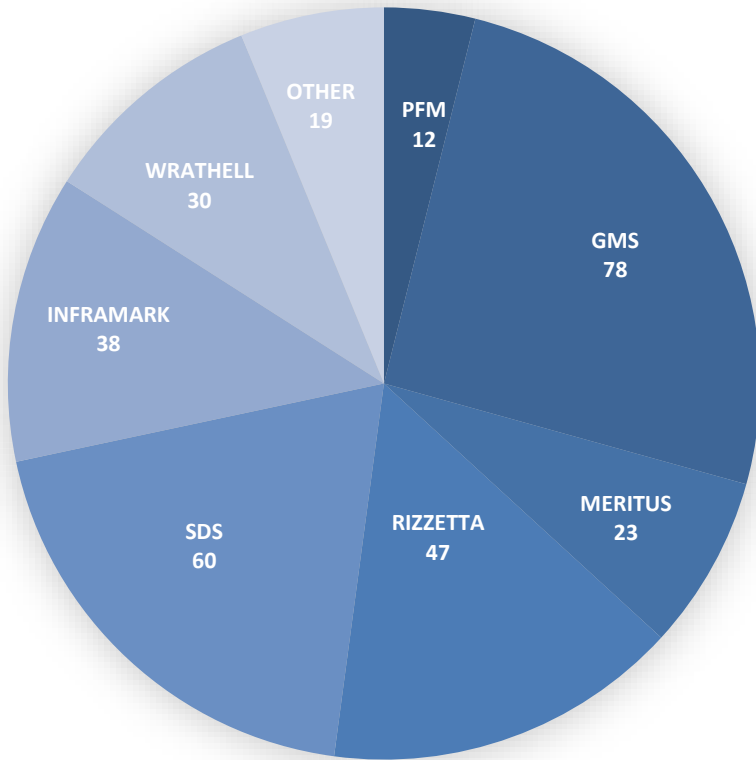
Review Number: 594791

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

*Years Performing Audits: 35+
CPE (last 2 years): Government Accounting, Auditing: 32 hours; Accounting, Auditing and Other: 58 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

David Caplivski, CPA (Partner)

*Years Performing Audits: 13+
CPE (last 2 years): Government Accounting, Auditing: 48 hours; Accounting, Auditing and Other: 33 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

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

- Tony Grau

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

- David Caplivski

YOUR ENGAGEMENT TEAM

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

The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



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

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



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

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

Experience

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

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

Education

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

Clients Served (partial list)

(>300) Various Special Districts, including:

- | | |
|--|--|
| Bayside Improvement Community Development District | St. Lucie West Services District |
| Dunes Community Development District | Ave Maria Stewardship Community District |
| Fishhawk Community Development District (I, II, IV) | Rivers Edge II Community Development District |
| Grand Bay at Doral Community Development District | Bartram Park Community Development District |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
| | |
| Boca Raton Airport Authority | |
| Greater Naples Fire Rescue District | |
| Key Largo Wastewater Treatment District | |
| Lake Worth Drainage District | |
| South Indian River Water Control | |

Professional Associations/Memberships

- | | |
|--|---|
| American Institute of Certified Public Accountants | Florida Government Finance Officers Association |
| Florida Institute of Certified Public Accountants | Government Finance Officers Association Member |
| City of Boca Raton Financial Advisory Board Member | |

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	32
Accounting, Auditing and Other	<u>58</u>
Total Hours	<u>90</u> (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner
 Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

- (>300) Various Special Districts
- Aid to Victims of Domestic Abuse
- Boca Raton Airport Authority
- Broward Education Foundation
- CareerSource Brevard
- CareerSource Central Florida 403 (b) Plan
- City of Lauderdale GERS
- City of Parkland Police Pension Fund
- City of Sunrise GERS
- Coquina Water Control District
- Central County Water Control District
- City of Miami (program specific audits)
- City of West Park
- Coquina Water Control District
- East Central Regional Wastewater Treatment Fac.
- East Naples Fire Control & Rescue District
- Hispanic Human Resource Council
- Loxahatchee Groves Water Control District
- Old Plantation Water Control District
- Pinetree Water Control District
- San Carlos Park Fire & Rescue Retirement Plan
- South Indian River Water Control District
- South Trail Fire Protection & Rescue District
- Town of Haverhill
- Town of Hypoluxo
- Town of Hillsboro Beach
- Town of Lantana
- Town of Lauderdale By-The-Sea Volunteer Fire Pension
- Town of Pembroke Park
- Village of Wellington
- Village of Golf

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	48
Accounting, Auditing and Other	33
Total Hours	<u>81</u> (includes 4 hours of Ethics CPE)

Professional Associations

- Member, American Institute of Certified Public Accountants
- Member, Florida Institute of Certified Public Accountants
- Member, Florida Government Finance Officers Association
- Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

Dunes Community Development District

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

Two Creeks Community Development District

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

Journey's End Community Development District

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

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

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

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

Proposed segmentation of the engagement

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



Phase I - Preliminary Planning

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

During this phase we will perform the following activities:

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

Phase II – Execution of Audit Plan

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

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

Phase III - Completion and Delivery

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

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

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

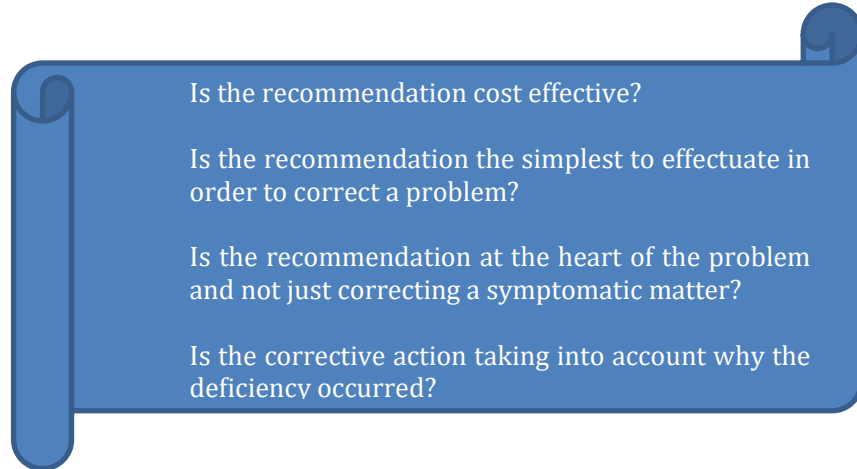
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

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

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

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

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



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

Communications

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

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

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2028 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2024	\$4,400
2025	\$4,500
2026	\$4,600
2027	\$4,700
2028	<u>\$4,800</u>
TOTAL (2024-2028)	<u>\$23,000</u>

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

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	491	5	4	484	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

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

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

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

73

Current
Arbitrage
Calculations

We look forward to providing *Seagrove Community Development District* with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**