

LAKES AT COCOA GROVE

**COMMUNITY DEVELOPMENT
DISTRICT**

April 30, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**LAKES AT COCOA
GROVE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Lakes at Cocoa Grove Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

April 23, 2024

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Lakes at Cocoa Grove Community Development District

Dear Board Members:

The Board of Supervisors of the Lakes at Cocoa Grove Community Development District will hold a Regular Meeting on April 30, 2024 at 10:00 a.m., at the offices of BSE Consultants Inc., 312 S. Harbor City Blvd., Melbourne, Florida 32901. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-44, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Fiscal Year 2024-2025 Funding Agreement
5. Consideration of Resolution 2024-16, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
6. Consideration of Resolution 2024-45, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
7. Acceptance of Unaudited Financial Statements as of March 31, 2024
8. Approval of March 21, 2024 Public Hearings and a Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk PLLC*
 - Legislative Update
 - B. District Engineer: *BSE Consultants Inc.*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD at __:__ A/PM

- QUORUM CHECK

SEAT 1	ANA LAURA ROBAYNA	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	BRIAN DOMINGUEZ	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	RAFAEL NUÑEZ	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	OMAR MESA	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	ALICIA QUIÑONES	☐	IN PERSON	☐	PHONE	☐	NO

10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

LAKES AT COCOA GROVE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-44

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Lakes at Cocoa Grove Community Development District ("**District**") prior to June 15, 2024, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2024

HOUR: ____:____ .m.

LOCATION: BSE Consultants, Inc.
312 S. Harbor City Boulevard
Melbourne, Florida 32901

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Brevard County and the City of Cocoa at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and to ensure that it remains on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 30TH DAY OF APRIL, 2024.

ATTEST:

**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A: Proposed Budget for Fiscal Year 2024/2025

Exhibit A

Proposed Budget for Fiscal Year 2024/2025

**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT
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**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Landowner contribution	\$ 77,432	\$ -	\$ 75,409	\$ 75,409	\$ 104,485
Total revenues	<u>77,432</u>	<u>-</u>	<u>75,409</u>	<u>75,409</u>	<u>104,485</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	28,000	6,000	22,000	28,000	48,000
Legal	25,000	8,834	16,166	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	-	-	-	-	4,445
Arbitrage rebate calculation*	-	-	-	-	500
Dissemination agent*	417	-	417	417	1,000
Trustee*	-	-	-	-	6,500
EMMA software service*	-	-	-	-	1,500
Telephone	200	50	150	200	200
Postage	500	-	500	500	500
Printing & binding	500	125	375	500	500
Legal advertising	6,500	9,477	500	9,977	6,500
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	6,000	6,000	6,000
Contingencies/bank charges	750	-	750	750	750
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	-	210	210	210
Total expenditures	<u>77,432</u>	<u>24,486</u>	<u>50,923</u>	<u>75,409</u>	<u>104,485</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(24,486)	24,486	-	-
Fund balance - beginning (unaudited)	-	-	(24,486)	-	-
Fund balance - ending (projected)					
Unassigned	-	(24,486)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (24,486)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording** \$ 48,000

Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal 25,000

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering 2,000

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Dissemination agent* 1,000

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

EMMA software service* 1,500

Trustee* 6,500

Telephone 200

Postage 500

Telephone and fax machine.

Printing & binding 500

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Legal advertising 6,500

Letterhead, envelopes, copies, agenda packages

Annual special district fee 175

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Insurance 6,000

Annual fee paid to the Florida Department of Economic Opportunity.

Contingencies/bank charges 750

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 705

Website ADA compliance 210

Total expenditures \$ 104,485

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

LAKES AT COCOA GROVE

COMMUNITY DEVELOPMENT DISTRICT

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LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024-2025 FUNDING AGREEMENT

This agreement (“**Agreement**”) is made and entered into this 1st day of October 2024, by and between:

LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Cocoa, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE, LLC, a Florida limited liability company, landowner and developer within the District and with a mailing address of 4878 SW 74th Court, Miami, FL 33155 (“**Developer**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 27-2023 adopted by the City Council of the City of Cocoa, Florida, effective January 8, 2024, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer is the primary developer of the portions of all real property described in **Exhibit A**, attached hereto and incorporated herein by reference (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2024/2025, which begins October 1, 2024 and ends September 30, 2025 (the “**Budget**”); and

WHEREAS, the Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, are attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, Developer agrees that the District activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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:

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

SECTION 2. Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

SECTION 3. The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

SECTION 4. This Section provides alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

A. In the alternative or in addition to the collection method set forth in Section 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Brevard County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

B. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an

equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Brevard County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

SECTION 5. This instrument shall constitute the final and complete expression of the 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 by an instrument in writing which is executed by both of the parties hereto.

SECTION 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 instrument.

SECTION 7. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 8. A default by either party under this 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 including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Sections 3 and 4 above.

SECTION 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. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agrees to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. Developer shall give 90 days' prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the exclusive jurisdiction of the courts of Brevard County, Florida.

SECTION 11. 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 the doubtful language will not be interpreted or construed against any party.

SECTION 12. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

SECTION 13. 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 detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 14. This Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 15. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, provide the District with 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 this Agreement term and following this Agreement term, if Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Developer'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 Developer, Developer 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 District in a format that is compatible with Microsoft Word or Adobe PDF formats. Developer acknowledges that the designated Public Records Custodian for the District is **Daphne Gillyard**.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 AND GILLYARDD@WHHASSOCIATES.COM.

SECTION 16. NOTICES. All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by UPS, FedEx or electronic mail with read receipt, to the parties, as follows:

A. If to the District: Lakes at Cocoa Grove Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Cindy Cerbone, District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer Mountain Cove Homes at Lakes at Cocoa Grove, LLC
4878 SW 74th Court,
Miami, FL 33155

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.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

**MOUNTAIN COVE HOMES AT
LAKES AT COCOA GROVE, LLC**

**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT**

By: _____
Its: _____

Chairperson/Vice Chairperson
Board of Supervisors

Exhibit A: Legal Description of the Property
Exhibit B: Fiscal Year 2024/2025 Budget

Exhibit A

Legal Description of the Property

Description:

A parcel of land as described in O.R. Book 8563 Page 760 of the public Records of Brevard County, Florida and lying in Section 10, Township 24 South, Range 35 East and being more particularly described as follows;

Begin at the northeast corner of said Section 10; thence S. 00°31'49" E., along the east line of the northeast corner of said Section 10, a distance of 2602.21 feet to a point lying 44.08 feet N. 00°31'49" E. of the east quarter corner of said Section 10, said point also being on the northerly right-of-way line of State Road No. 528 as shown on Section Map 70007-2508; thence N. 74°59'21" W., along said north right-of-way line, a distance of 693.63 feet to the Point-of-Curvature of a 5879.58 foot radius circular curve concave southerly; thence easterly, along the arc of said curve, through a central angle of 16°24'08" a distance of 1683.16 ft. said curve having a chord bearing of N. 83°11'25" W. and a chord distance of 1677.42 ft.; thence S. 88°36'31" W., along said northerly right-of-way line, a distance of 858.67 feet; thence N. 87°23'29" W., along said northerly right-of-way line, a distance of 638.50 feet to the Point-of-Curvature of a 900.00 foot radius circular curve concave northeasterly, said curve also being the northeasterly right-of-way line of the State Road No. 528 and I-95 interchange; thence northwest along the arc of said curve, through a central angle of 31°18'50" a distance of 491.88 feet said curve having a chord bearing of N. 71°44'04" W. and a chord distance of 485.78 feet; thence N. 58°04'39" W., along said State Road 528/I-95 right-of-way line, a distance of 398.70 feet to a non-tangent point on a 969.79 foot radius circular curve concave northeasterly; thence northwesterly, along the arc of said curve, through a central angle of 37°46'38" a distance of 639.42 feet said curve having a chord bearing of N. 37°11'20" W. and a chord distance of 627.90 feet to a point on the easterly right-of-way line of I-95 per FDOT Map Section 70220; thence N. 00°11'53" W., along said easterly right-of-way line, a distance of 566.36 feet; thence N. 01°55'04" W., along said easterly right-of-way line, a distance of 300.93 feet; thence N. 01°21'38" W., along said easterly right-of-way line, a distance of 376.15 feet to a point on the south line of a borrow pit No. 19 Haul Road; thence N. 89°58'02" E., along said south line, a distance of 318.30 feet to a point on the west line of borrow pit No. 19 per FDOT Project No. 70220-2402; thence along the west, south, east and north lines of said borrow pit, the following four courses; S. 00°01'58" W. a distance of 500.00 feet; thence S. 89°58'02" E. a distance of 600.00 feet; thence N. 00°01'58" E. a distance of 550.00 feet; thence N. 89°58'02" W. a distance of 919.51 feet to a point on the aforesaid easterly right-of-way line of I-95; thence N. 01°20'38" W., along said easterly right-of-way line, a distance of 50.01 feet to a point on the north line of the northwest ¼ of said Section 10; thence S. 89°58'02" E., along said north line, a distance of 2337.02 feet to the north quarter corner of said Section 10; thence S. 89°58'06" E., along the north line of the northeast ¼ of said Section 10, a distance of 2665.57 feet to the Point-of-Beginning.

Containing 246.43 acres more or less and being subject to any easements and/or rights-of-ways of record.

LAKES AT COCOA GROVE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Lakes at Cocoa Grove Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**LAKES AT COCOA GROVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION <i>Offices of B.S.E. Consultants, Inc.</i> <i>312 S. Harbor City Boulevard, Melbourne, Florida 32901</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May __, 2024	Regular Meeting	__:__AM/PM
June __, 2024	Regular Meeting	__:__AM/PM
July __, 2024	Regular Meeting	__:__AM/PM
August __, 2024	Regular Meeting	__:__AM/PM
September __, 2024	Regular Meeting	__:__AM/PM

LAKES AT COCOA GROVE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-45

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Lakes at Cocoa Grove Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**LAKES AT COCOA GROVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Offices of B.S.E. Consultants, Inc.</i>		
<i>312 S. Harbor City Boulevard, Melbourne, Florida 32901</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October __, 2024	Regular Meeting	__: __AM/PM
November __, 2024	Regular Meeting	__: __AM/PM
December __, 2024	Regular Meeting	__: __AM/PM
January __, 2025	Regular Meeting	__: __AM/PM
February __, 2025	Regular Meeting	__: __AM/PM
March __, 2025	Regular Meeting	__: __AM/PM
April __, 2025	Regular Meeting	__: __AM/PM
May __, 2025	Regular Meeting	__: __AM/PM
June __, 2025	Regular Meeting	__: __AM/PM
July __, 2025	Regular Meeting	__: __AM/PM
August __, 2025	Regular Meeting	__: __AM/PM
September __, 2025	Regular Meeting	__: __AM/PM

LAKES AT COCOA GROVE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Due from Landowner	\$ 30,486	\$ 3,508	\$ 33,994
Total assets	<u>30,486</u>	<u>3,508</u>	<u>33,994</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 24,486	\$ 3,508	\$ 27,994
Due to Landowner	-	3,508	3,508
Landowner advance	6,000	-	6,000
Total liabilities	<u>30,486</u>	<u>7,016</u>	<u>37,502</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	24,486	-	24,486
Total deferred inflows of resources	<u>24,486</u>	<u>-</u>	<u>24,486</u>
Fund balances:			
Restricted for:			
Debt service	-	(3,508)	(3,508)
Unassigned	(24,486)	-	(24,486)
Total fund balances	<u>(24,486)</u>	<u>(3,508)</u>	<u>(27,994)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 30,486</u>	<u>\$ 3,508</u>	<u>\$ 33,994</u>

**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 77,432	0%
Total revenues	-	-	77,432	0%
EXPENDITURES				
Professional & administrative				
Supervisor fees	-	-	6,000	0%
Management/accounting/recording**	2,000	6,000	28,000	21%
Legal	-	8,834	25,000	35%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	417	0%
Telephone	16	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	3,055	9,477	6,500	146%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total expenditures	5,113	24,486	77,432	32%
Excess/(deficiency) of revenues over/(under) expenditures	(5,113)	(24,486)	-	
Fund balances - beginning	(19,373)	-	-	
Fund balances - ending	\$ (24,486)	\$ (24,486)	\$ -	

*These items will be realized when bonds are issued

**LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>3,508</u>	<u>3,508</u>
Total expenditures	<u>3,508</u>	<u>3,508</u>
Excess/(deficiency) of revenues over/(under) expenditures	(3,508)	(3,508)
Fund balances - beginning	<u>-</u>	<u>-</u>
Fund balances - ending	<u><u>\$ (3,508)</u></u>	<u><u>\$ (3,508)</u></u>

LAKES AT COCOA GROVE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT**

The Lakes at Cocoa Grove Community Development District held Public Hearings and a Regular Meeting on March 21, 2024, at 10:00 a.m., at the offices of BSE Consultants Inc., 312 S. Harbor City Blvd., Melbourne, Florida 32901.

Present at the meeting were:

Brian Dominguez	Vice Chair
Alicia Quiñones	Assistant Secretary
Rafael Nuñez	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Jennifer Kilinski (via telephone)	District Counsel
Chris Loy (via telephone)	Kilinski Van Wyk PLLC
Hassan Kamal	District Engineer
Eduardo Robayna	Developer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 10:03 a.m.

Supervisors Dominguez, Quiñones and Nuñez were present. Supervisors Robayna and Mesa were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public were present.

THIRD ORDER OF BUSINESS

Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements

40 **A. Affidavit/Proof of Publication**

41 **B. Mailed Notice to Property Owner(s)**

42 **C. Engineer's Report (for informational purposes)**

43 Ms. Sanchez stated that the Reports behind Items 3C and 3D are the same versions as
44 the ones presented at the prior meeting.

45 **D. Master Special Assessment Methodology Report (for informational purposes)**

46 Ms. Kilinski stated that the Methodology Report at the last meeting reflected the change
47 in the way the methodology was applied; the Engineer's Report was updated to reflect largely
48 the unit size change from the last assessment proceedings.

49 Ms. Kilinski posed and Mr. Kamal responded to the following questions related to the
50 Engineer's Report:

51 **Ms. Kilinski:** Can you confirm Mr. Kamal, based on your experience, the cost estimates
52 in the Engineer's Report are reasonable and proper?

53 **Mr. Kamal:** Yes, we have confirmed that and that is presented in the Report.

54 Ms. Kilinski stated that the meeting minutes from this meeting will be part of the
55 validation proceedings.

56 **Ms. Kilinski:** Can you confirm, Mr. Kamal, that you do not have any reason to believe
57 that the Capital Improvement Plan cannot be carried out by the District?

58 **Mr. Kamal:** That is correct.

59 As to the Methodology, Ms. Kilinski reminded everyone that the criteria for special
60 assessments to be valid or that the land subject to the special assessments must receive benefit
61 and that the special assessment must be reasonably apportioned among the lands subject to
62 the assessments. Ms. Kilinski posed and Ms. Cerbone responded to the following questions
63 regarding the Master Special Assessment Methodology Report:

64 **Ms. Kilinski:** Wrathell, Hunt and Associates, Methodology Consultant, in your
65 professional opinion do the lands subject to the assessments receive special benefits from the
66 Capital Improvement Plan?

67 **Ms. Cerbone:** Yes, they do.

68 **Ms. Kilinski:** I wanted to confirm, in your professional opinion, that the Master
69 Assessments are reasonably apportioned among the land subject to the assessments.

70 **Ms. Cerbone:** Yes, they are.

71 **Ms. Kilinski:** I wanted to confirm, in your opinion, that the special benefits the land
72 receive, as set forth in the final assessment roll, will be equal to or in excess of the maximum
73 master assessments thereon when allocated pursuant to the methodology.

74 **Ms. Cerbone:** Yes, they will.

75 **E. Consideration of Resolution 2024-38, Authorizing District Projects for Construction**
76 **and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming,**
77 **and Levying Special Assessments on Property Specially Benefited by Such Projects to**
78 **Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special**
79 **Assessments by the Methods Provided for by Chapters 170, 190, And 197, Florida**
80 **Statutes; Confirming the District’s Intention to Issue Special Assessment Bonds;**
81 **Making Provisions for Transfers of Real Property to Governmental Bodies; Providing**
82 **for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an**
83 **Effective Date**

84 Ms. Sanchez read the first “whereas” clause in Resolution 2024-38.

- 85 • **Hear testimony from the affected property owners as to the propriety and advisability**
86 **of making the improvements and funding them with special assessments on the**
87 **property.**

88
89 **On MOTION by Mr. Dominguez and seconded by Mr. Nuñez with all in favor,**
90 **the Public Hearing was opened.**

91
92
93 No affected property owners or members of the public spoke.

- 94 • **Thereafter, the governing authority shall meet as an equalizing board to hear any and**
95 **all complaints as to the special assessments on a basis of justice and right.**

96 In case anyone joined the meeting, Ms. Cerbone asked for comments from the public or
97 the affected property owners; no affected property owners or members of the public spoke.

The Board, sitting as the Equalizing Board, made no changes to the assessment levels.

On MOTION by Mr. Dominguez and seconded by Mr. Nuñez, with all in favor, the Public Hearing was closed.

Ms. Sanchez presented Resolution 2024-38 and read the title.

On MOTION by Mr. Dominguez and seconded by Ms. Quiñones, with all in favor, Resolution 2024-38, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170, 190, And 197, Florida Statutes; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, was adopted.

Ms. Kilinski explained the bond validation hearing proceedings scheduled for April 18, 2024 at 9:30 a.m., which will span 15 minutes, and the importance of the Joint Stipulation that will be entered in the Court prior to the hearing; this a key milestone for the CDD. She will send a group email advising who might be called upon to give remote testimony at the hearing. Once the Final Judgement is filed with the Court and after the 30-day appeal period expires, the CDD will be eligible to issue bonds. This will require setting a meeting to adopt the Delegation Resolution and financing documents; she suggested presenting the proposed Fiscal Year 2025 budget on the same day.

Mr. Robayna advised that he is unable to attend the bond validation hearing but can send a representative in his place, if needed.

On MOTION by Mr. Dominquez and seconded by Ms. Quiñones, with all in favor, scheduling a CDD Board meeting on April 30, 2024 at 10:00 a.m., at the offices of BSE Consultants Inc., 312 S. Harbor City Blvd., Melbourne, Florida 32901, was approved.

FOURTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget****A. Affidavit/Proof of Publication****B. Consideration of Resolution 2024-39, Relating to the Annual Appropriations and
Adopting the Budget for the Remainder of the Fiscal Year Beginning October 1, 2023,
and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an
Effective Date**

Ms. Sanchez stated that the proposed budget for the remainder of Fiscal Year 2024 is
the same version as the one presented at the January 12, 2024 meeting.

**On MOTION by Mr. Dominquez and seconded by Mr. Nuñez, with all in favor,
the Public Hearing was opened.**

No affected property owners or members of the public spoke.

**On MOTION by Mr. Dominquez and seconded by Mr. Nuñez, with all in favor,
the Public Hearing was closed.**

**On MOTION by Mr. Dominquez and seconded by Mr. Nuñez, with all in favor,
Resolution 2024-39, Relating to the Annual Appropriations and Adopting the
Budget for the Remainder of the Fiscal Year Beginning October 1, 2023, and
Ending September 30, 2024; Authorizing Budget Amendments; and Providing
an Effective Date, was adopted.**

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2024-16,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2023/2024 and Providing for an Effective
Date**

This item was deferred.

170

171 **SIXTH ORDER OF BUSINESS**172 **Acceptance of Unaudited Financial**
173 **Statements as of January 31, 2024**

174

174 **On MOTION by Mr. Nuñez and seconded by Mr. Dominguez, with all in favor,**
175 **the Unaudited Financial Statements as of January 31, 2024, were accepted.**

176

177

178 **SEVENTH ORDER OF BUSINESS**179 **Approval of February 20, 2024 Public**
180 **Hearings, Regular Meeting and Audit**
181 **Committee Meeting Minutes**

182

182 **On MOTION by Ms. Quiñones and seconded by Mr. Dominguez, with all in**
183 **favor, the February 20, 2024 Public Hearings, Regular Meeting and Audit**
184 **Committee Meeting Minutes, as presented, were approved.**

185

186

187 **EIGHTH ORDER OF BUSINESS****Staff Reports**

188

189 **A. District Counsel: Kilinski | Van Wyk PLLC**

190 Ms. Kilinski stated she is monitoring legislative bills that might impact Special Districts.

191 She will provide updates at the next meeting.

192 **B. District Engineer: BSE Consultants Inc.**

193 There was nothing further to report.

194 **C. District Manager: Wrathell, Hunt and Associates, LLC**

- 195
- **NEXT MEETING DATE: TBD at __: __ A/PM**

- 196
- **QUORUM CHECK**

197 The next meeting will be on April 30, 2024 at 10:00 a.m.

198 Ms. Cerbone discussed her conversation with Mr. Robayna, prior to the meeting,
199 regarding that, as a governmental entity, all CDD meetings must be open to the public,
200 including the roadway into the community, the meeting room, etc. This will be mentioned at
201 every meeting, as there are activists trying to catch governmental entities conducting meetings
202 without open access to the public.

203 Ms. Cerbone stated that the public had open access to this meeting.

204

205 **NINTH ORDER OF BUSINESS**

206

207 There were no Board Members' comments or requests.

208

209 **TENTH ORDER OF BUSINESS****Public Comments**

210

211 No members of the public spoke.

212

213 **ELEVENTH ORDER OF BUSINESS****Adjournment**

214

215 **On MOTION by Mr. Dominguez and seconded by Ms. Ms. Quiñones, with all in**
216 **favor, the meeting adjourned at 10:35 a.m.**

217

218

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221

222

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

223

224

225

226

227

228 _____
Secretary/Assistant Secretary

Chair/Vice Chair