

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

April 18, 2023

BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Waterside 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 11, 2023

Board of Supervisors
Waterside Community Development District

Dear Board Members:

The Board of Supervisors of the Waterside Community Development District will hold a Special Meeting on April 18, 2023 at 2:30 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-01, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the Board of County Commissioners of Martin County, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date
4. Consideration of Boundary Amendment Funding Agreement
5. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
6. Ratification of FPL LED Lighting Agreement [2225 SW Kanner Highway]
7. Consideration of Resolution 2023-02, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
8. Acceptance of Unaudited Financial Statements as of February 28, 2023
9. Approval of July 6, 2022 Public Hearings and Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *The Osborn Engineering Company*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

ATTENDEES:

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

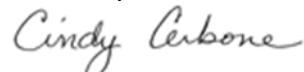
- NEXT MEETING DATE: TBD
 - QUORUM CHECK

SEAT 1	TIMOTHY SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	CANDICE SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JAMES P. HARVEY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JON SEIFEL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	MICHAEL CAPUTO	☐ IN PERSON	☐ PHONE	☐ NO

11. Board Members' Comments/Requests
12. Public Comments
13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 867 327 4756

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterside Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and Martin County Ordinance No. 1175 ("**Ordinance**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 179.983 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to add certain lands ("**Expansion Parcel**"), as described in the attached **Exhibit A**, resulting in an amended boundary ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

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

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with Manatee County, Florida, as necessary to seek the amendment of the District's boundaries and to add those lands depicted in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to Manatee County, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 18th day of April, 2023.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice-Chair, Board of Supervisors

Exhibit A: Legal Description of Boundary Amendment Parcel

Exhibit A:
Legal Description of Boundary Amendment Parcel
Legal Description

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOTS 15 AND 16, IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST, OF TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF FILED ON AUGUST 18, 1913, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERLY MOST SOUTHWESTERLY CORNER OF TRACT "C-1" AS SHOWN ON THE PLAT OF SOUTH FLORIDA GATEWAY PUD - PLAT, AS RECORDED IN PLAT BOOK 19, PAGE 56, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE N.89°51'44"W., ALONG THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST WATERSIDE WAY, AS SHOWN ON SAID PLAT AND AS RECORDED IN OFFICIAL RECORD BOOK 3325, PAGE 2146, OF SAID PUBLIC RECORDS, A DISTANCE OF 507.00 FEET TO THE EAST BOUNDARY OF THE 29.8 ACRE PARCEL, AS RECORDED IN OFFICIAL RECORD BOOK 3325, PAGE 2137, OF SAID PUBLIC RECORDS; THENCE N.00°00'14"E., ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 665.82 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTH FLORIDA GATEWAY PUD - PLAT; THENCE THE FOLLOWING 3 COURSES ALONG THE BOUNDARY OF SOUTH FLORIDA GATEWAY PUD - PLAT: 1) THENCE S.89°41'18"E., A DISTANCE OF 609.45 FEET; 2) THENCE S.28°00'00"W., A DISTANCE OF 218.13 FEET; 3) THENCE S.00°00'14"W., A DISTANCE OF 471.57 FEET TO THE POINT OF BEGINNING.

CONTAINING: 347,115 SQUARE FEET OR 7.970 ACRES, MORE OR LESS.

NOTE:

BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST WATERSIDE WAY, HAVING A BEARING OF NORTH 89°51'44" WEST.

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

FIELD LANDS SHOWN HEREON HAVE NOT ABSTRACTED FOR ENCUMBRANCES, REDEMPTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**7.9 ACRE PARCEL
 SKETCH AND DESCRIPTION**

REVISIONS			
No.	Date	Description	By

Sheet No. 01 of 02 Sheets

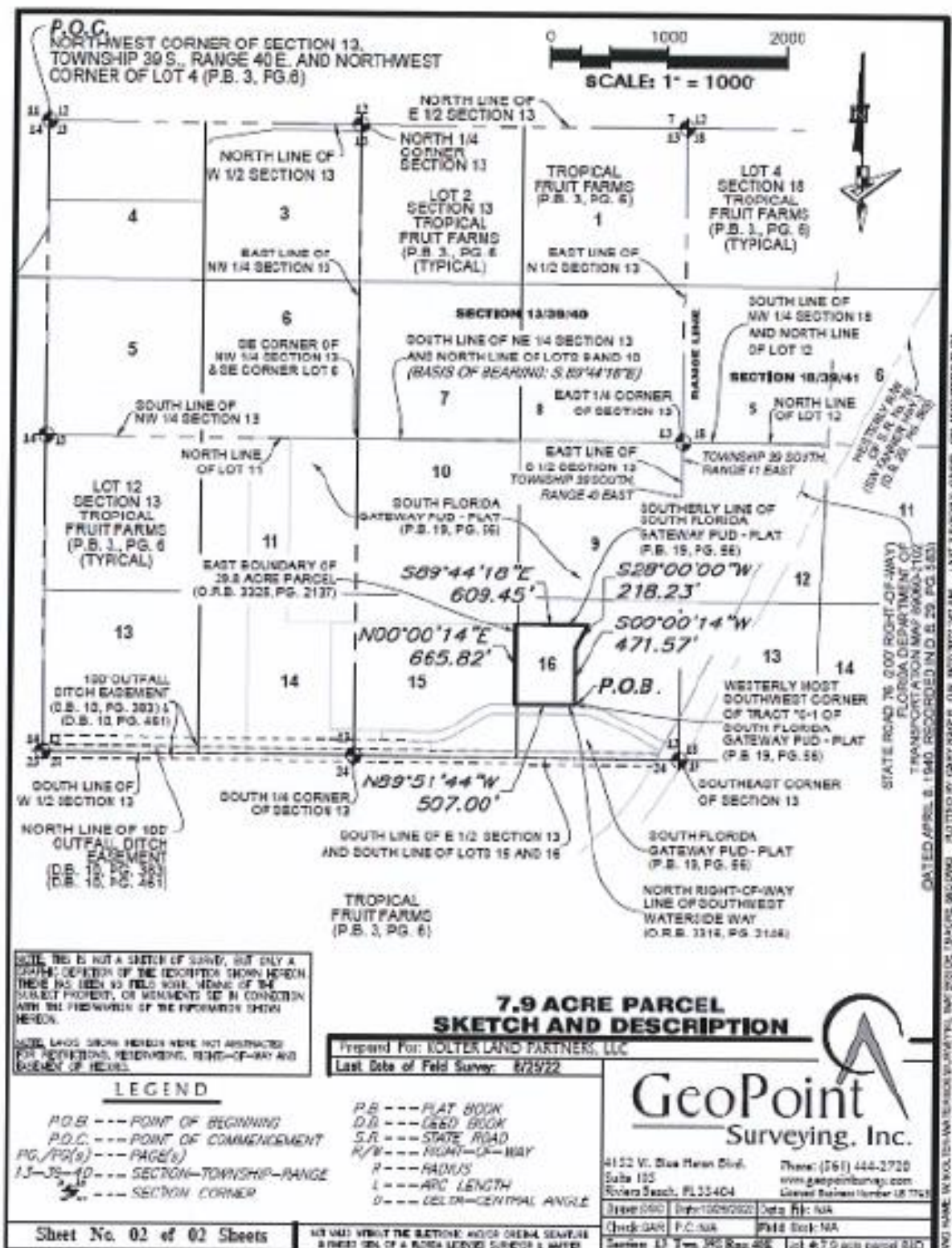
Prepared For: KOLTER LAND PARTNERS, LLC
 Date: AUGUST 25, 2022

SURVEYOR'S CERTIFICATE
 I, the undersigned, being a duly qualified and licensed Surveyor under the laws of the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same has been prepared in accordance with the provisions of Chapter 32, Florida Statutes, and the rules and regulations of the Board of Professional Surveyors and Mappers of Florida.
 402.021, Florida Statutes.
Gary Rager
 Florida Professional Surveyor & Mapper No. 63495.28

NOT AND WITHOUT THE SIGNATURE, POWER OF ATTORNEY, AND SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

GeoPoint
 Surveying, Inc.
 4151 W. Suncoast Blvd.
 Suite 100
 Riviera Beach, FL 33404
 Phone: (561) 444-3720
 www.geopointsurveying.com
 General Business Number LB 7742
 PROJECT NO: 2022-10000000000000000000
 CHECKED BY: GJR P.C.: N/A FIELD BOOK: N/A
 Section: 13 Twp. 39S Rng. 40E Int. 47.9 acre parcel 860

DRAWN BY: WYNDYAN WILSON/REVISIONS BY: GJR/PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: NOTED BY: GARY RAGER ON: 08/25/2022 2:42 PM LAST SAVED BY: GARY ON: 08/25/2022 2:42 PM



DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOTS 6, 7 AND 8, ALL IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST, OF TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF FILED ON AUGUST 18, 1913, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST, ALSO BEING THE NORTHWEST CORNER OF LOT 4, SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST OF TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF FILED ON AUGUST 18, 1913, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE S.89°37'58"E. ALONG THE NORTH LINE OF THE WEST (1/2) HALF OF SAID SECTION 13, A DISTANCE OF 2640.55 FEET TO THE NORTH (1/4) QUARTER CORNER OF SAID SECTION 13; THENCE S.00°01'11"W. ALONG THE EAST LINE OF THE NORTHWEST (1/4) OF SAID SECTION 13 AND THE EAST LINE OF LOTS 3 AND 6, SECTION 13, OF SAID PLAT, A DISTANCE OF 1454.94 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 1851.09 FEET AND A RADIAL BEARING OF N.04°10'36"W., AT SAID INTERSECTION, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°47'54", A DISTANCE OF 284.24 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 570.00 FEET AND A RADIAL BEARING OF S.15°22'03"E., AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°00'09", A DISTANCE OF 169.15 FEET TO A POINT OF TANGENCY; THENCE S.88°21'55"E., A DISTANCE OF 231.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 570.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°20'31", A DISTANCE OF 132.73 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 942.00 FEET, AND A RADIAL BEARING OF N.17°10'34"E., AT SAID INTERSECTION; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°18'00", A DISTANCE OF 646.13 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 676.00 FEET AND A RADIAL BEARING OF N.65°38'30"E., AT SAID INTERSECTION; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°46'48", A DISTANCE OF 186.18 FEET TO A NON-TANGENT INTERSECTION; THENCE S.41°22'48"E., A DISTANCE OF 43.81 FEET; THENCE S.00°00'00"E., A DISTANCE OF 934.93 FEET; THENCE N.54°36'13"E., A DISTANCE OF 156.73 FEET; THENCE N.72°41'04"E., A DISTANCE OF 230.72 FEET; THENCE N.74°01'51"E., A DISTANCE OF 269.23 FEET; THENCE N.81°22'14"E., A DISTANCE OF 113.29 FEET; THENCE N.52°28'26"E., A DISTANCE OF 168.69 FEET; THENCE N.38°09'44"E., A DISTANCE OF 425.46 FEET; THENCE N.19°51'09"E., A DISTANCE OF 192.11 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST (1/4) QUARTER SAID SECTION 13 AND THE EAST LINE OF LOT 8, SECTION 13, OF SAID PLAT; THENCE S.00°07'14"W., ALONG SAID EAST LINE OF THE NORTHEAST (1/4) QUARTER OF SECTION 13 AND THE SAID EAST LINE OF LOT 8, A DISTANCE OF 1012.15 FEET TO THE EAST (1/4) QUARTER CORNER OF SAID SECTION 13; THENCE N.89°44'18"W., ALONG THE SOUTH LINE OF THE NORTHEAST (1/4) QUARTER OF SAID SECTION 13, ALSO THE SOUTH LINE OF LOTS 7 AND 8, SECTION 13, OF SAID PLAT, A DISTANCE OF 2750.92 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST (1/4) OF SAID SECTION 13 AND THE SOUTHEAST CORNER OF LOT 6, SECTION 13, OF SAID PLAT; THENCE CONTINUE N.89°44'18"W., ALONG THE SOUTH LINE OF THE NORTHWEST (1/4) OF SAID SECTION 13, A DISTANCE OF 50.00 FEET; THENCE N.00°01'11"E., ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST (1/4) OF SECTION 13 AND THE EAST LINE OF SAID LOT 6, SECTION 13, OF SAID PLAT, A DISTANCE OF 1191.56 FEET; THENCE S.89°58'49"E., A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,481,154 SQUARE FEET OR 56,939 ACRES, MORE OR LESS

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

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

**PATRIOT FARMS
INDUSTRIAL PARCEL
SKETCH AND DESCRIPTION**

REVISIONS			
No.	Date	Description	By

Sheet No. 01 of 03 Sheets

Prepared For: KOLTER LAND PARTNERS, LLC

Date: DECEMBER 16, 2021

SURVEYOR'S CERTIFICATE

I, the undersigned, do hereby certify that this Sketch and Description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 46-17.000, Florida Administrative Code, pursuant to Section 470.001, Florida Statutes.

Gary Rager

Gary A. Rager

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828

NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE & NOTED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

GeoPoint
Surveying, Inc.

4112 W. Blue Heron Blvd.
Suite 105
Maitland, FL 32751

Phone: (561) 414-2720
www.geopointsurvey.com

Licensee Number 18-2766

Drawn: GWR Date: 12/03/2021 Data File: NA

Check: GAR P.C.: N/A Field Book: N/A

Revised: 03 Yrs. 295 Reg. 400 Job #WV-Pat_Ind-Pat-061

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

4

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2023, by and between:

Waterside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Wildwood, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

KL Waterside LLC, a Florida limited liability company, the primary developer of lands within the boundary of the District, and whose address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Landowner**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* ("**Act**") and by Ordinance No. 1175, adopted by Martin County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 179.983 acres of land; and

WHEREAS, the District desires to amend its boundaries ("**Boundary Amendment**") to add certain lands to the District's boundaries; and

WHEREAS, pursuant to Resolution 2023-____ the District has authorized the Boundary Amendment, and, in consideration, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

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

1. **PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Landowner will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Landowner for funds made available to the District under this Agreement.

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

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

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

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

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, 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.

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 addresses 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 addresses set forth in this Agreement.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

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

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

12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

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

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

15. **SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

16. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. 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.

18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**WATERSIDE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

KL WATERSIDE LLC

By: _____
Its: _____

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

5

Waterside Community Development District
c/o Craig Wrathell and
Jim Harvey
Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com
jharvey@kolter.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

/s/ Jere Earlywine

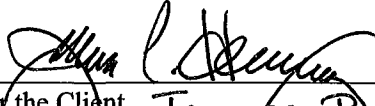
Instructions

☐ I wish my file to stay with KE LAW GROUP PLLC.

☒ I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

☐ I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.

For the Client


James P. Harvey 2-7-23
Board of Supervisor

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Waterside Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jere Earlywine	\$295
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**WATERSIDE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Its: _____

Date: _____

KUTAK ROCK LLP

By:  _____
Jere L. Earlywine

Date: March 6, 2023

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

6

Pole Description	# Installed	# Removed
Black Tapered Concrete Pole 33' (24' MH)	28	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Customer responsible for restoration.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$235.59. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Waterside Community Development District

Customer (Print or type name of Organization)

By: [Signature]
Signature (Authorized Representative)

Timothy Smith
(Print or type name)

Title: VICE-CHAIRPERSON

FLORIDA POWER & LIGHT COMPANY

Michael D. Meier

Digitally signed by Michael D. Meier
DN: cn=Michael D. Meier, o=FPL, ou=FPL LED Street
Lighting, email=michael.meier@fpl.com, c=US
Date: 2023.03.31 13:04:27 -04'00'

By: _____
(Signature)

Michael Meier
(Print or type name)

Title: FPL LT-1 Representative

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Waterside 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 2022/2023 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2022/2023 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2022/2023 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.

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

PASSED AND ADOPTED this 18th day of April, 2023.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
TBD		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May __, 2023	Regular Meeting	__:__ AM/PM
June __, 2023	Regular Meeting	__:__ AM/PM
July __, 2023	Regular Meeting	__:__ AM/PM
August __, 2023	Regular Meeting	__:__ AM/PM
September __, 2023	Regular Meeting	__:__ AM/PM

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2023**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2023**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 6,133	\$ 6,133
Due from Landowner	13,346	13,346
Total assets	<u>\$ 19,479</u>	<u>\$ 19,479</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 13,346	\$ 13,346
Due to other	133	133
Landowner advance	6,000	6,000
Total liabilities	<u>19,479</u>	<u>19,479</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	<u>13,346</u>	<u>13,346</u>
Total deferred inflows of resources	<u>13,346</u>	<u>13,346</u>
Fund balances:		
Unassigned	<u>(13,346)</u>	<u>(13,346)</u>
Total fund balances	<u>(13,346)</u>	<u>(13,346)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 19,479</u>	<u>\$ 19,479</u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 11,598	\$ 96,290	12%
Total revenues	-	11,598	96,290	12%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	1,000	5,000	48,000	10%
Legal	-	59	25,000	0%
Engineering	-	11,171	2,000	559%
Audit	-	-	5,000	0%
Arbitrage rebate calculation ¹	-	-	500	0%
Dissemination agent ²	-	-	1,000	0%
Trustee ³	-	-	5,000	0%
Telephone	16	83	200	42%
Postage	-	-	500	0%
Printing & binding	42	208	500	42%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	408	500	82%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	1,058	21,929	96,290	23%
Excess/(deficiency) of revenues over/(under) expenditures	(1,058)	(10,331)	-	
Fund balances - beginning	(12,288)	(3,015)	-	
Fund balances - ending	<u><u>\$ (13,346)</u></u>	<u><u>\$ (13,346)</u></u>	<u><u>\$ -</u></u>	

¹This expense will be realized the year after the issuance of bonds.

²This expense will be realized when bonds are issued.

³This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WATERSIDE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Waterside Community Development District held Multiple Public Hearings and a Regular Meeting on July 6, 2022 at 10:00 a.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997.

Present at the meeting were:

Michael Caputo	Chair
Tim Smith	Vice Chair
Jon Seifel	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Jon Gotwald	Interim District Engineer
Candice Smith (via telephone)	Supervisor-Elect

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:07 a.m.

Supervisors Tim Smith, Seifel and Caputo were present. Supervisor-Elect Candice Smith was present via telephone but was not sworn in; therefore, she will not be eligible to vote on any matters before the Board. Supervisor-Elect James P. Harvey was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Board of Supervisors *(the following will be provided in a separate package)*

Mr. Kantarzhi, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Caputo, Mr. Smith and Mr. Seifel. All were familiar with the following:

- A. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. **Membership, Obligations and Responsibilities**
- C. **Chapter 190, Florida Statutes**
- D. **Financial Disclosure Forms**
 - I. **Form 1: Statement of Financial Interests**
 - II. **Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - III. **Form 1F: Final Statement of Financial Interests**
- E. **Form 8B: Memorandum of Voting Conflict**

The Oath of Office will be administered to Ms. Smith and Mr. Harvey at or before the next meeting.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-27, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

Ms. Cerbone recapped the results of the Landowners' election, as follows:

Seat 1	Timothy Smith	180 votes	4-Year Term
Seat 2	Candice Smith	180 votes	4-Year Term
Seat 3	James P. Harvey	179 votes	2-Year Term
Seat 4	Jon Seifel	179 votes	2-Year Term
Seat 5	Michael Caputo	179 votes	2-Year Term

On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, Resolution 2022-27, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2022-28,
Designating Certain Officers of the District,
and Providing for an Effective Date**

Mr. Caputo nominated the following slate of officers:

Chair	Michael Caputo
Vice Chair	Tim Smith
Secretary	Craig Wrathell
Assistant Secretary	James Harvey
Assistant Secretary	Jon Seifel
Assistant Secretary	Candice Smith
Assistant Secretary	Cindy Cerbone

No other nominations were made. Prior appointments made by the Board for Treasurer and Assistant Treasurer remain unaffected by this Resolution.

On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, Resolution 2022-28, Designating Certain Officers of the District, as nominated, and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Public Hearing to Hear Public Comments
and Objections to the Adoption of the
Rules of Procedure, Pursuant to Sections
120.54 and 190.035, Florida Statutes****A. Affidavits of Publication****B. Consideration of Resolution 2022-29, Adopting Rules of Procedure; Providing a
Severability Clause; and Providing an Effective Date**

Ms. Cerbone presented the Rules of Procedure.

On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, the Public Hearing was opened.

No members of the public spoke.

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

On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, Resolution 2022-29, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal year
2021/2022 Budget**

A. Affidavit of Publication

B. Consideration of Resolution 2022-30, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date

Ms. Cerbone presented the proposed partial-year Fiscal Year 2022 Landowner-funded budget.

On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, the Public Hearing was opened.

No members of the public spoke.

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

On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, Resolution 2022-30, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal year
2022/2023 Budget****A. Affidavit of Publication****B. Consideration of Resolution 2022-31, Relating to the Annual Appropriations and
Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and Ending
September 30, 2023; Authorizing Budget Amendments; and Providing an Effective
Date**

Ms. Cerbone presented the proposed full-year Fiscal Year 2023 Landowner-funded
budget.

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

No members of the public spoke.

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

**On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor,
Consideration of Resolution 2022-31, Relating to the Annual Appropriations
and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2022, and
Ending September 30, 2023; Authorizing Budget Amendments; and Providing
an Effective Date, was adopted.**

NINTH ORDER OF BUSINESS**Consideration of Response(s) to Request
for Qualifications (RFQ) for Engineering
Services****A. Affidavit of Publication****B. RFQ Package****C. Respondent: The Osborne Engineering Company**

178 Ms. Cerbone noted that The Osborn Engineering Company (Osborn) was the only
179 respondent to the RFQ.

180 It was noted that the correct spelling is "Osborn".

181 **D. Competitive Selection Criteria/Ranking**

182 Ms. Cerbone stated that, as the sole respondent to the RFQ, the Board can forgo the
183 scoring and deem Osborn as the #1 ranked respondent to the RFQ for Engineering Services.

184 **E. Award of Contract**

185

186 **On MOTION by Mr. Smith and seconded by Mr. Caputo with all in favor,**
187 **ranking The Osborn Engineering Company as the #1 ranked most responsive**
188 **and qualified respondent to the RFQ for Engineering Services and authorizing,**
189 **authorizing Staff to negotiate and prepare the Agreement with The Osborne**
190 **Engineering Company and for the Chair or Vice Chair to execute the**
191 **Agreement, with ratification at the next meeting, was approved.**

192

193

194 **TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-07,
Designating the Primary Administrative
Office and Principal Headquarters of the
District; and Providing an Effective Date**

196

197

198

199

Ms. Cerbone presented Resolution 2022-07.

200

201 **On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, the**
202 **Resolution 2022-07, Designating the 2300 Glades Road, Suite 410W, Boca**
203 **Raton, Florida 33431 as the Primary Administrative Office and the Courtyard by**
204 **Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997 as the Principal**
205 **Headquarters of the District; and Providing an Effective Date, was adopted.**

206

207

208 **ELEVENTH ORDER OF BUSINESS**

**Resolution 2022-14, Designating Dates,
Times and Locations for Regular Meetings
of the Board of Supervisors of the District
for Fiscal Year 2021/2022 and Providing for
an Effective Date**

209

210

211

212

213

214

This item was deferred.

215

TWELFTH ORDER OF BUSINESS

Resolution 2022-32, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date

This item was deferred.

THIRTEENTH ORDER OF BUSINESS

Consideration of the Following Bond Financing Related Matters:

The following items were deferred:

A. Bond Financing Team Funding Agreement**B. Engagement of Bond Financing Professionals**

I. Underwriter/Investment Banker: *FMSbonds, Inc.*

II. Bond Counsel: *Greenberg Traurig, P.A.*

I. Trustee, Paying Agent and Registrar: *U.S. Bank Trust Company, N.A.*

C. Resolution 2022-24, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

D. Presentation of Engineer's Report**E. Presentation of Master Special Assessment Methodology Report**

F. Resolution 2022-25, Declaring Special Assessments; Designating The Nature And Location of The Proposed Improvements; Declaring The Total Estimated Cost of the Improvements, the Portion to be Paid By Assessments, and the Manner and Timing in Which The Assessments are to be Paid; Designating the Lands Upon Which The Assessments Shall Be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date

- G. Resolution 2022-26, Authorizing the Issuance of Not to Exceed \$_____ Waterside Community Development District Capital Improvement Revenue Bonds, in One or More Series; Approving the Form of a Master Trust Indenture; Appointing a Trustee, Registrar and Paying Agent; Approving a Capital Improvement Program; Authorizing the Commencement of Validation Proceedings Relating to the Bonds; and Providing an Effective Date

FOURTEENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of May 31, 2022**

Ms. Cerbone presented the Unaudited Financial Statements as of May 31, 2022.

On MOTION by Mr. Caputo and seconded by Mr. Seifel, with all in favor, the Unaudited Financial Statements as of May 31, 2022, were accepted.

FIFTEENTH ORDER OF BUSINESS**Approval of Minutes**

Ms. Cerbone presented the following:

- A. April 4, 2022 Organizational Meeting
- B. May 6, 2022 Landowners' Meeting

On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, the April 4, 2022 Organizational Meeting and May 6, 2022 Landowners' Meeting Minutes, as presented, were approved.

SIXTEENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: *KE Law Group, PLLC*
 - Consideration: Development Agreement with Industrial Owners
- This item was an addition to the agenda.

Mr. Earlywine suggested having a Development Agreement whereby industrial owners agree to put in their own public infrastructure and the CDD will not impose debt assessments on the industrial owners for infrastructure if the CDD does not construct it.

On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, a form of Development Agreement such that the industrial property owners will construct their own infrastructure and the CDD will not levy debt assessments in connection with those infrastructure improvements, subject to preparation by Staff and final approval by the Chair and ratification at the next meeting, was approved.

B. District Engineer (Interim): *The Osborn Engineering Company*

Going forward, “(Interim)” will be removed from this title and the spelling of the firm name will be corrected to “Osborn”.

Mr. Gotwald stated that there were no changes since the last report, except that a few more permits were requested and required by the County and the Florida Department of Transportation (FDOT). They were amended, as necessary.

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

- **NEXT MEETING Date:**
- **QUORUM CHECK**

SEVENTEENTH ORDER OF BUSINESS

Board Members’ Comments/Requests

There were no Board Members’ comments or requests.

EIGHTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

NINETEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, the meeting adjourned at 10:37 a.m.

313

314

315

316

317

318 _____
Secretary/Assistant Secretary

Chair/Vice Chair