

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

August 15, 2023

BOARD OF SUPERVISORS PUBLIC HEARING AND REGULAR 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

August 8, 2023

Board of Supervisors
Waterside Community Development District

Dear Board Members:

The Board of Supervisors of the Waterside Community Development District will hold a Public Hearing and Regular Meeting on August 15, 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. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2023-06, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of Fiscal Year 2023/2024 Budget Funding Agreement
5. Consideration of Restated CDD Development Agreement
6. Consideration of Superior Waterway Services, Inc., Aquatic Management Proposal
7. Update: Boundary Amendment
8. Acceptance of Unaudited Financial Statements as of March 31, 2023
9. Approval of May 16, 2023 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.

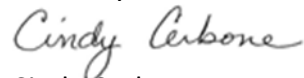
- NEXT MEETING DATE: September 19, 2023 at 2:30 PM
 - QUORUM CHECK

SEAT 1	TIMOTHY SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	CANDICE SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JOSH LONG	☐ 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

3A

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

Stuart News

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

WATERSIDE CDD

2300 GLADES RD # 410W

BOCA RATON, FL 33431-8556

STATE OF WISCONSIN

COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Stuart News, published in Martin County, Florida: that the attached copy of advertisement, being a Public Notices was published on the publicly accessible website of Martin County, Florida, or in a newspaper by print in the issues of, on:

07/26/2023, 08/02/2023

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



Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on August 2, 2023:



Notary, State of WI, County of Brown

3/7/27

My commission expires

KAITLYN FELTY
Notary Public
State of Wisconsin

Publication Cost: \$290.70

Ad No: 0005774700

Customer No: 2423909

PO #:

of Affidavits 1

WATERSIDE COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR
2023/2024 BUDGET(S); AND
NOTICE OF REGULAR BOARD
OF SUPERVISORS' MEETING .

The Board of Supervisors ("Board") of the Waterside Community Development District ("District") will hold a public hearing on August 15, 2023, at 2:30 p.m., and at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
PubDates July 26 Aug 2, 2023
TCN 5774700

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2023-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors ("**Board**") of the Waterside Community Development District ("**District**") proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Waterside Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2023.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget(s)

Exhibit A: Fiscal Year 2023/2024 Budget(s)

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2
Special Revenue Fund - Industrial	3
Definitions of Special Revenue Fund - Industrial	4
Landowner/Developer Contribution Summary	5

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	Proposed Budget FY 2024
REVENUES					
Developer contribution - C1 (A Karis) Add'l land	\$ -	\$ -	\$ -	\$ -	\$ 2,189
Developer contribution	96,290	11,598	70,853	82,451	37,101
Total revenues	96,290	11,598	70,853	82,451	39,290
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	6,000	7,000	13,000	12,000
Legal	25,000	399	24,601	25,000	7,500
Engineering	2,000	11,171	15,000	26,171	5,000
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation*	500	-	-	-	-
Dissemination agent**	1,000	-	-	-	-
Trustee***	5,000	-	-	-	-
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	-	1,500	1,500	1,500
Annual special district fee	175	-	175	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	408	92	500	500
Website					
Hosting & maintenance	705	1,680	-	1,680	705
ADA compliance	210	-	210	210	210
Total expenditures	96,290	25,008	54,428	79,436	39,290
Net increase/(decrease) of fund balance	-	(13,410)	16,425	3,015	-
Fund balance - beginning (unaudited)	-	(3,015)	(16,425)	(3,015)	-
Fund balance - ending (projected)	\$ -	\$ (16,425)	\$ -	\$ -	\$ -

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

**This expense will be realized when bonds are issued

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

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 12,000
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	7,500
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	5,000
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.	
Audit	5,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
ADA compliance	210
Total expenditures	<u><u>\$ 39,290</u></u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - INDUSTRIAL BUDGET
FISCAL YEAR 2024**

	Proposed Budget FY 2024
REVENUES	
Developer contribution - C1 (A Karis) Add'l land	\$ 5,801
Developer contribution	98,365
Total revenues	<u>104,166</u>
EXPENDITURES	
Field operations and maintenance	
Field operations manager	7,500
Stormwater management	
Wet ponds	3,500
Dry ponds	7,074
Streetlighting	18,600
Landscaping and irrigation maintenance	
Landscape maintenance	30,492
Arbor care/tree trimming	5,000
Plant replacement	5,000
Irrigation water	12,000
Irrigation repairs	2,500
Force main repairs	2,500
Roadway and monument maintenance	10,000
Total expenditures	<u>104,166</u>
Net increase/(decrease) of fund balance	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	<u>\$ -</u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF SPECIAL REVENUE FUND - INDUSTRIAL EXPENDITURES**

EXPENDITURES

Field operations and maintenance

Field operations manager	\$ 7,500
Stormwater management	
Wet ponds	3,500
Dry ponds	7,074
Streetlighting	18,600
FPL Lighting Agreement	
Landscaping and irrigation maintenance	
Landscape maintenance	30,492
Arbor care/tree trimming	5,000
Plant replacement	5,000
Irrigation water	12,000
Irrigation repairs	2,500
Force main repairs	2,500
Roadway and monument maintenance	10,000
Total expenditures	<u><u>\$104,166</u></u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
LANDOWNER/DEVELOPER CONTRIBUTION COMPARISON
PROJECTED FISCAL YEAR 2024 LANDOWNER/DEVELOPER CONTRIBUTIONS**

Landowner/Developer Contribution					
Parcel	Developable Acres	FY 2024 GF Contribution per Acre	FY 2024 SRF-Industrial Contribution per Acre	FY 2024 Total Contribution per Acre	FY 2023 Total Contribution per Acre
A-1	1.43	\$ 274.58	\$ 727.98	\$ 1,002.56	n/a
B-1	17.29	274.58	727.98	1,002.56	n/a
B-2	15.72	274.58	727.98	1,002.56	n/a
C1 (Retail)	9.84	274.58	727.98	1,002.56	n/a
C1 (A Karis)	12.80	274.58	727.98	1,002.56	n/a
C1 (A Karis) Additional Land*	7.97	274.58	727.98	1,002.56	n/a
Ind 1	38.44	274.58	727.98	1,002.56	n/a
Ind 2	39.60	274.58	727.98	1,002.56	n/a
Total	143.09				

* The original C1 (A Karis) parcel contained 20.77 acres, of which 12.80 acres are currently contained within the boundaries of the District; the District expects to amend the its boundaries before end of Fiscal Year 2023; however, until the boundaries are amended and the District may conduct assessment or other proceedings for the 7.97-acre expansion parcel, its share of District costs is expected to be paid via a Developer Contribution, while the balance of the District costs is expected to be paid via a Landowner (within the District) Contribution

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

4

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement ("**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, and with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

KL Waterside, LLC, a Delaware limited liability company, the primary developer of lands within the boundary of the District ("**Developer**") with a mailing address of 105 NE 1st Street, Delray Beach, Florida 33444.

RECITALS

WHEREAS, the District was established 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 presently is developing the majority of all real property ("**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 2023/2024, which year concludes on September 30, 2024; and

WHEREAS, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 budget, or utilizing such other revenue sources as may be available to it; and

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

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

WHEREAS, the 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 A**;

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. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among 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.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** 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.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** 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.

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

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among 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.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Chair/Vice Chair, Board of Supervisors

KL WATERSIDE LLC

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 General Fund Budget

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

5

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

RESTATED CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD¹

THIS RESTATED CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD (“Agreement”) is made and entered into, by and among the following parties, and shall be effective upon full execution of this Agreement:

Waterside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Martin County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

Foundry South Florida Gateway LLC, a Delaware limited liability company, with an address of 420 S. Orange Ave., Suite 400, Orlando, Florida 32801 (“**Foundry**”); and

South Florida Gateway III Property LLC, a Delaware limited liability company, with an address of 300 S. Tryon St. #2500, Charlotte, North Carolina 28202 (“**Gateway III**”); and

South Florida Gateway Industrial LLC, a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 (“**Gateway Industrial**”); and

Kanner Highway Retail Investments LLC, a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 (“**Kanner**”); and

KCS Icebox SUA 1, LLC, a Delaware limited liability company, with an address of 2150 Goodlette-Frank Road N., Suite 702, Naples, Florida 34102 (“**KCS Icebox**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, Foundry, Gateway III, Gateway Industrial, Kanner and KCS Icebox (together, and as amended from time to time as authorized herein, “**Industrial Owners**”) presently own certain lands within and without the District as described in **Exhibit A** (as amended from time to time as authorized herein, “**Industrial Property**”), which Industrial Property is intended to be developed into an industrial development; and

¹ This Agreement restates that prior *CDD Development Agreement – Waterside CDD*, recorded in the Public Records of Martin County, Florida at CFN#2982442 BK 3337 PG 2932, and effective as of September 12, 2022.

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is authorized to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services for the lands within the District, which together is known as the District's "**Capital Improvement Plan**," or "**CIP**;" and

WHEREAS, to fund the public improvements comprising the CIP, the District anticipates issuing one or more special assessment bonds ("**Bonds**"), and levying and imposing non-ad valorem special assessments ("**Debt Assessments**") to secure the repayment of the Bonds; and

WHEREAS, the District anticipates amending its boundaries in the future to add additional lands that will be developed into a residential development ("**Residential Development**"), and using proceeds from future Bonds to finance public infrastructure for the Residential Development; and

WHEREAS, the District may also amend its boundaries in the future to add additional lands that will be developed as part of the industrial portion of the District; and

WHEREAS, the Industrial Owners desire to have the public infrastructure improvements for the Industrial Property privately developed without the District's assistance; and

WHEREAS, accordingly, the Industrial Owners have requested assurances that the District will not finance the portion of the CIP relating to the Industrial Property, but will acquire at no cost, operate and maintain the entire CIP, including the portion applicable to the Industrial Property; and

WHEREAS, the District is willing to provide such assurances based on the terms of this Agreement;

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 District and the Industrial Owners agree as follows:

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

2. NO DEBT ASSESSMENTS ON INDUSTRIAL PROPERTY; COMPLETION AND ACQUISITION OF INDUSTRIAL CIP. The District and the Industrial Owners acknowledge and agree that:

- A. *No Debt Assessments; Completion Obligation*** – A portion of the District's CIP is comprised of the public infrastructure necessary for the development of the Industrial Property, including but not limited to stormwater, roadway, utilities, landscaping/hardscaping/irrigation, and lighting improvements located on or adjacent to the Industrial Property and necessary for the development of the Industrial Property pursuant to one or more applicable development approvals ("**Industrial CIP**").² The Industrial CIP, as used herein, also includes all engineering, permitting and other related work product necessary for the development of the public infrastructure benefitting the Industrial Property.

² The planned southern access road, which will be adjacent to the Industrial Property, is not part of the CIP and instead will be paid for and maintained by the County.

The Industrial Owners shall install, construct and/or otherwise complete at their own cost all public infrastructure that is part of the Industrial CIP. In exchange, the District shall not finance with Bonds and/or otherwise install or construct the initial Industrial CIP, and shall not levy Debt Assessments on the Industrial Property to fund the initial installation and/or construction of the Industrial CIP.

- B. *Acquisitions*** – Subject to the terms of this Agreement, the Industrial Owners shall convey, and the District shall acquire, any or all completed work product, improvements and real property that are part of the Industrial CIP (“**Improvement**”), and at no cost to the District. The Industrial Owners shall reasonably cooperate with the District in connection with such acquisition(s).
- i. ***Request for Conveyance.*** When an Improvement is ready for conveyance by an Industrial Owner to the District, the Industrial Owner shall notify the District in writing, describing the nature of the Improvement. Additionally, the Industrial Owner agrees to provide to the District: (i) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (ii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
 - ii. ***Right to Rely on Work Product and Releases*** – An Industrial Owner agrees to release to the District all right, title, and interest which an Industrial Owner may have in and to any work product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the work product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the work product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, an Industrial Owner shall reasonably obtain all releases from any professional providing services in connection with the work product to enable the District to use and rely upon the work product. The District agrees to allow an Industrial Owner access to and use of the work product without the payment of any fee by an Industrial Owner.
 - iii. ***Engineer’s Certification*** – The District shall accept any completed Improvement where the District Engineer, in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Improvement is part of the Industrial CIP; (ii) the Improvement is capable of performing the functions for which it is intended; and (iii) all known plans, permits and specifications necessary for the operation and maintenance of the Improvement are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
 - iv. ***Real Property*** – Each Industrial Owner agrees that it will convey to the District by a special warranty deed or other instrument acceptable to the District together with a metes and bounds or other description, the

real property upon which any Improvement is constructed or which is necessary for the operation and maintenance of, and access to, the Improvement. The parties agree that all such real property shall be provided to the District at no cost. The District may determine in its reasonable discretion that fee title for real property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable. The Industrial Owner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Industrial Owner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Industrial Owner conveys all said lands to the District, and shall transfer any real property free and clear of any taxes and/or assessments. At the time of conveyance, and if requested by the District, the Industrial Owner shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.

- v. **Permits** – The applicable Industrial Owner agrees to cooperate fully in the transfer of any permits to the District for the maintenance of the Improvements conveyed pursuant to this Agreement.

3. OPERATION AND MAINTENANCE OF INDUSTRIAL CIP. The District and the Industrial Owners further acknowledge and agree that:

A. Industrial O&M Budget

1. The District shall be responsible for the operations and maintenance of each component of the Industrial CIP upon transfer to, and acceptance by, the District. To fund the operations and maintenance costs associated with the Industrial CIP, the parties agree that the District will establish a separate annual budget ("**Industrial O&M Budget**"). As a point of clarification, the parties agree that the Industrial O&M Budget shall only include (i) a fair and reasonable allocation of the District's administrative expenses, and (ii) expenses related to the operation and maintenance of the Industrial CIP.
2. As shown in **Exhibit A**, each Industrial Owner shall pay a proportionate share ("**Industrial Owner Contributions**") of the Industrial O&M Budget based on its proportionate ownership of developable lands within the Industrial Property. A sample Industrial O&M Budget, which is subject to change from year to year, is attached hereto as **Exhibit B**. The District shall have no obligation to repay any Industrial Owner Contributions provided hereunder.

B. Collection Methods for Industrial O&M Budget

1. **Funding Requests** - In the District's sole discretion, and for Industrial Property within or outside the District's boundaries, the District may

elect to invoice (“**Funding Request(s)**”) the Industrial Owners to fund the Industrial O&M Budget. The Industrial Owners agree to pay their respective Industrial Owner Contributions within thirty (30) days of written request by the District. The District’s Manager may use his or her discretion in order to decide whether to issue the Funding Request(s) for the Industrial O&M Budget expenses on a monthly, quarterly or other basis, and whether to issue the Funding Request(s) for the entire Industrial O&M Budget in a set amount(s) or request payments on an as-needed basis.

2. **O&M Assessments** - Also in the District’s sole discretion, and for Industrial Property within the District’s boundaries, the parties agree that the District may levy and impose operations and maintenance assessments (“**O&M Assessments**”) on the Industrial Property to collect the Industrial Owner Contributions, and, in such a case, may collect the Industrial Owner Contributions via a direct billed O&M Assessment enforceable through a foreclosure action, or via the Uniform Method of Collection pursuant to Chapter 197, Florida Statutes, or through any other method authorized under Chapter 190, Florida Statutes. Any Industrial Owners of Industrial Property outside the District’s boundaries would not be subject to O&M Assessments, and instead would be required to make payment for Industrial Owner Contributions pursuant to Section 3.B.1. above.
3. **Enforcement** - In the event that a payment is not timely made, the entire amount due – including any remaining partial, deferred payments for the District’s Fiscal Year shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement, including attorney’s fees and costs; and shall either be enforced, for a Funding Request, pursuant to the terms of this Agreement, or, for O&M Assessments, pursuant to a foreclosure action, or pursuant to the Uniform Method of Collection.

4. **AMENDMENTS AND COST SHARING.** The District and the Industrial Owners further acknowledge and agree that:

- A. **Cost Share with Residential Development** - The Industrial O&M Budget presently includes all of the District’s administrative expenses. However, upon completion of a boundary amendment to add the Residential Development into the District’s boundaries, the administrative portion of the Industrial O&M Budget will be adjusted on a going forward basis so that the Industrial Owners are only paying a fair and reasonable allocation of District administrative expenses, where such allocation is determined by dividing the acreage of the Industrial Property by the District’s overall acreage (e.g., if the Industrial Property comprises 30% of the lands within the District, then the Industrial O&M Budget would only include 30% of the District’s administrative expenses).

B. Additional Boundary Amendments. Notwithstanding anything to the contrary herein, including but not limited to Sections 10 and 11, the District may unilaterally and without the consent of any other party hereto, amend this Agreement to join additional future industrial property ("**Added Industrial Property**") as part of this Agreement, and with the consent of the owner ("**Added Industrial Owner**") of such Added Industrial Property. Upon such an amendment, the definitions of Industrial Property, Industrial Owners, and Industrial CIP as used herein shall be amended to include, respectively, the Added Industrial Property, the Added Industrial Owner, and any additional improvements, work product and real property that are necessary for the development of the public infrastructure for the Added Industrial Property. Any funding required to be provided under Section 3 of this Agreement by an Added Industrial Owner may be prorated for a given District Fiscal Year based on the date on which the Added Industrial Property is added to this Agreement. Any such amendment shall be executed by the District and the Added Industrial Owner and recorded in the public records of Martin County, Florida.

5. DEFAULT. A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

6. ATTORNEYS' FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of 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 first 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 above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party represented. 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.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of

any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

11. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Industrial Property, binding upon the Industrial Owners and their successors and assigns as to the Industrial Property or portions thereof.

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

13. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD]

Executed as of the ____ day of _____, 2023.

WITNESS

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, **Chairperson**, of **WATERSIDE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD]

Executed as of the ____ day of _____, 2023.

WITNESS

FOUNDRY SOUTH FLORIDA GATEWAY LLC

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD]

Executed as of the ____ day of _____, 2023.

WITNESS

SOUTH FLORIDA GATEWAY III PROPERTY LLC,

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD]

Executed as of the ____ day of _____, 2023.

WITNESS

SOUTH FLORIDA GATEWAY INDUSTRIAL LLC

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD]

Executed as of the ____ day of _____, 2023.

WITNESS

KANNER HIGHWAY RETAIL INVESTMENTS LLC

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD]

Executed as of the ____ day of _____, 2023.

WITNESS

KCS ICEBOX SUA 1, LLC

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of KCS Icebox SUA 1, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: LEGAL DESCRIPTION OF INDUSTRIAL PROPERTY
EXHIBIT B: SAMPLE O&M BUDGET AND MAP

EXHIBIT A: CURRENT LEGAL DESCRIPTION OF INDUSTRIAL PROPERTY

All of the Plat of SOUTH FLORIDA GATEWAY P.U.D. – PLAT, according to the plat thereof, as recorded in Plat Book 19, Pages 56 et seq. of the Public Records of Martin County, Florida,

TOGETHER WITH

All of the Plat of SOUTH FLORIDA GATEWAY P.U.D. – C LOTS, according to the plat thereof, as recorded in Plat Book 19, Pages 90 et seq. of the Public Records of Martin County, Florida.

EXHIBIT B: SAMPLE O&M BUDGET AND MAP

GENERAL FUND BUDGET	
Professional & Admin	\$39,290
TOTAL GENERAL FUND BUDGET	\$39,290
INDUSTRIAL FUND BUDGET	
Field Operations Manager	\$7,500
Stormwater Management	
Wet Ponds	\$3,500
Dry Ponds	\$7,074
Streetlighting	\$18,600
Landscaping & Irrigation Maintenance	
Landscape Maintenance	\$30,492
Arbor Care/Tree Trimming	\$5,000
Plant Replacement	\$5,000
Irrigation Water	\$12,000
Irrigation Repairs	\$2,500
Force Main Repairs	\$2,500
Roadway and Monument Maintenance	\$10,000
TOTAL INDUSTRIAL BUDGET	\$104,166
TOTAL ALL BUDGETS	\$143,456

PARCEL	DEVELOPABLE ACRES	FY 2024 GF AMOUNT/ACRE	FY 2024 IND AMOUNT/ACRE	FY 2024 TOTAL/ACRE	FY 2024 TOTAL
A-1	1.43	\$274.58	\$727.98	\$1,002.56	\$ 1,433.66
B-1	17.29	\$274.58	\$727.98	\$1,002.56	\$ 17,334.26
B-2	15.72	\$274.58	\$727.98	\$1,002.56	\$ 15,760.24
C1 (Retail)	9.84	\$274.58	\$727.98	\$1,002.56	\$ 9,865.19
C1 (A Karis)	12.80	\$274.58	\$727.98	\$1,002.56	\$ 12,832.77
C1 (A Karis)*	7.97	\$274.58	\$727.98	\$1,002.56	\$ 7,990.40
IND 1	38.44	\$274.58	\$727.98	\$1,002.56	\$ 38,538.41
IND 2	39.60	\$274.58	\$727.98	\$1,002.56	\$ 39,701.38
TOTALS	143.09				\$143,456.31

*Presently outside of CDD boundary, but included as part of the Industrial Property.

MAINTENANCE & OPERATION RESPONSIBILITIES

DRAINAGE SYSTEMS GENERAL MAINTENANCE

ALL STORMWATER PIPES, CATCH BASINS, MANHOLES, POND INFLOW AND OUTFALL STRUCTURES (INCLUDING OIL SKIMMERS), AND DISCHARGE PIPES SHOULD BE INSPECTED ON A YEARLY BASIS. STRUCTURES SHALL BE MAINTAINED BY REMOVING BUILT-UP DEBRIS, VEGETATION, AND REPAIRING DETERIORATING/DAMAGED STRUCTURES.

CHEMICALS, OILS, GREASES, OR SIMILAR WASTES ARE NOT TO BE DISPOSED OF DIRECTLY TO THE STORMWATER FACILITY OR THROUGH STORM SEWERS. DISPOSE OF THESE POTENTIALLY DANGEROUS MATERIALS PROPERLY BY TAKING THEM TO RECYCLING FACILITIES OR TO COLLECTION LOCATIONS. DO NOT DISPOSE OF GRASS CLIPPINGS IN A STORMWATER MANAGEMENT SYSTEM (SWMS).

ACCUMULATED SEDIMENTS IN PONDS MAY CONTAIN HEAVY METALS SUCH AS LEAD, CADMIUM, AND MERCURY, AS WELL AS OTHER POTENTIALLY HAZARDOUS MATERIALS. SEDIMENTS REMOVED FROM STORM SEWERS, INLETS, PIPES, AND PONDS SHOULD BE DISPOSED OF AT AN APPROVED FACILITY. CHECK WITH THE COUNTY SOLID WASTE DEPARTMENT OR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DISPOSAL FACILITIES APPROVED TO ACCEPT SEDIMENTS REMOVED FROM TREATMENT PONDS AND/OR STRUCTURES.

DURING ANY REPAIR OR MAINTENANCE ACTIVITY, USE CARE TO AVOID CAUSING EROSION OR SILTATION TO ADJACENT OR OFF-SITE AREAS.

ALTERATIONS (FILLING, ENLARGING, ETC.) OF ANY PART OF THE STORMWATER FACILITY IS NOT PERMITTED UNDER THIS MAINTENANCE PLAN.

MOSQUITO GROWTH CAN BE MINIMIZED IN A SWMS WITH THE FOLLOWING PREVENTATIVE MEASURES:

- DO NOT DUMP GRASS CLIPPINGS OR OTHER ORGANIC DEBRIS INTO A SWMS – DECAYING GRASS CLIPPINGS AND OTHER DECOMPOSING VEGETATION CREATE IDEAL CONDITIONS FOR BREEDING MOSQUITOES.
- CLEAN OUT ANY OBSTRUCTIONS THAT GET INTO THE SYSTEM. DEBRIS CAN OBSTRUCT FLOW AND HARBOR MOSQUITO EGGS AND LARVAE.
- REMOVE PISTIA STRATIOTES (WATER LETTUCE) AND EICHORNIA CRASSIPES (WATER HYACINTH) WHICH NOURISH AND SHELTER MOSQUITO LARVAE.
- STOCK PONDS WITH PREDATORY "MOSQUITO FISH" - GAMBUSIA MINNOWS, WHICH MAY BE COLLECTED FROM OTHER PONDS AND DITCHES AND INTRODUCED INTO YOUR SWMS.

DITCHES AND SWALES

- DITCHES AND SWALES SHOULD BE MOWED ON A MONTHLY BASIS AND CLEANED OF ACCUMULATED REFUSE/DEBRIS. DURING THE MOWING OPERATIONS, DITCHES AND SWALES SHOULD BE INSPECTED FOR BARE SPOTS, DAMAGE, OR EROSION. BARE AREAS SHOULD BE SODDED OR SEEDED TO REPLACE THE GRASS COVER. IN THE CASE OF EROSION, REPLACE THE MISSING SOILS AND BRING THE AREA BACK TO GRADE.

DRY DETENTION AREAS

ON A YEARLY BASIS, AN INSPECTION OF THE POND AND OUTFALL STRUCTURE SHOULD BE MADE TO ENSURE THE SYSTEM IS WORKING PROPERLY. REPAIRS MAY INCLUDE SCARIFYING OR RAKING THE POND BOTTOM, OR THE REMOVAL OF THE BOTTOM FOOT OF SOIL AND REPLACEMENT WITH CLEAN SAND. MOW POND FREQUENTLY TO PREVENT VEGETATIVE BUILDUP. PICK UP GRASS CLIPPINGS AFTER CUTTING. DO NOT FERTILIZE GRASS WITHIN THE POND, AND LIMIT FERTILIZATION AROUND THE POND AREA.

INSTALL SOD IN ANY AREAS WHERE GRASS OR SOD HAS BEEN REMOVED OR ERODED.

- KEEP THE OUTFALL STRUCTURE CLEAR OF DEBRIS AND VEGETATION.

DRAINAGE STRUCTURES

OUTFALL STRUCTURES SHALL BE INSPECTED MONTHLY FOR DEBRIS AND CLOGGING. DEBRIS OR OTHER FOREIGN MATERIALS SHALL BE PROMPTLY REMOVED.

CATCH BASIN GRATES SHALL BE VISUALLY INSPECTED MONTHLY AND AFTER SIGNIFICANT RAINFALLS. ANY OBSTRUCTING DEBRIS SHOULD BE PROMPTLY REMOVED.

CATCH BASIN SUMPS SHALL BE INSPECTED SEMI-ANNUALLY. DEBRIS THAT MAY OBSTRUCT THE CATCH BASINS SHOULD BE PROMPTLY REMOVED. SEDIMENT DEPOSITS IN CATCH BASINS SUMPS GREATER THAN TWELVE INCHES SHALL BE VACUUMED. PIPING ADJACENT TO CULVERTS SHALL BE VACUUMED AT THE SAME TIME AS SUMP VACUUMING.

ANY OBVIOUS STRUCTURAL FAILURES OR CLOGGED STRUCTURES SHALL BE REPAIRED IMMEDIATELY.

- ALL TRENCH DRAINS SHALL BE INSPECTED BI-WEEKLY FOR DEBRIS AND CLOGGING. DEBRIS OR OTHER FOREIGN MATERIALS SHALL BE PROMPTLY REMOVED.



360 Central Avenue, Suite 1150
St. Petersburg, FL 33701
(727) 209-0436
FL COA 27367

www.osborn-eng.com

KL Waterside LLC
SOUTH FLORIDA GATEWAY PUD

OSBORN PROJ: 20200558.300
PREPARED BY: SKK
WATERSIDE CDD
MAINTENANCE AND OPERATION
RESPONSIBILITIES

EX-7.1

P:\KL Waterside LLC\20200558.000 KL Waterside - Waterside Industrial Planning - Final Ph 1 SOW\Drawings\Civil-Exhibits-CDD Petition Exhibits\20200558 - Exhibit 7.dwg
8/29/2022 10:40 AM Kapoi, Shane

MAINTENANCE & OPERATION RESPONSIBILITIES (CONT.)

WET DETENTION PONDS

ON A YEARLY BASIS, AN INSPECTION OF THE POND AND OUTFALL STRUCTURE SHOULD BE MADE TO ENSURE THE SYSTEM IS WORKING PROPERLY. SLOUGHING OF POND BANKS SHALL BE REPAIRED TO THE ORIGINAL DESIGN SLOPES AND COMPACTED. REMOVAL OF ALGAE BUILDUP AS IT ACCUMULATES.

MOW POND BANKS FREQUENTLY TO PREVENT VEGETATIVE BUILDUP. PICK UP GRASS CLIPPINGS AFTER CUTTING. DO NOT FERTILIZE GRASS WITHIN THE POND, AND LIMIT FERTILIZATION AROUND THE POND AREA.

INSTALL SOD IN ANY AREAS WHERE GRASS OR SOD HAS BEEN REMOVED OR ERODED.

KEEP THE OUTFALL STRUCTURE CLEAR OF DEBRIS AND VEGETATION.

LITTORAL SHELF WITHIN WET DETENTION PONDS SHALL BE INSPECTED QUARTERLY AT A MINIMUM UNTIL 100% SURVIVAL OF VEGETATION HAS BEEN ESTABLISHED. PLANTED VEGETATION SHALL BE MAINTAINED IN HEALTHY CONDITION, OR REPLACED WITH SUITABLE AQUATIC VEGETATION WHEN NECESSARY. REMOVAL OF EXOTIC VEGETATION (I.E. CATTAIL, BRAZILIAN PEPPER, WATER HYACINTH, WATER LETTUCE, ETC.) SHALL BE PROVIDED AS FREQUENTLY AS NECESSARY TO MAINTAIN LITTORAL SHELF AQUATIC DIVERSITY AS DESIGNED AND PERMITTED.

WET DETENTION PONDS SHALL BE MONITORED IN ACCORDANCE WITH THE LAKE AREA MANAGEMENT PLAN AS PROVIDED IN THE SPWMD CONCEPTUAL ENVIRONMENTAL RESOURCE PERMIT (ERP) 43-106173-P AND SUBSEQUENT CONSTRUCTION ERP'S.

ROADWAYS / COMMON AREAS

INTERNAL ROADWAYS SHALL BE KEPT IN A FUNCTIONAL, SAFE OPERATING CONDITION FOR THE USEFUL LIFE OF THE ROADWAY, WHICH IS EXPECTED TO BE 20 YEARS.

YEARLY INSPECTIONS OF THE ROADWAY SHALL BE PERFORMED TO IDENTIFY ANY HAZARDOUS CONDITIONS OR DEFICIENCIES AND REPAIRS MADE TO AVOID FURTHER DEGRADATION OR SAFETY CONCERNS. THE FOLLOWING SHALL BE REVIEWED ANNUALLY:

1. ASPHALT PAVEMENT

- LINEAR CRACKS LARGER THAN 1/8 INCH.
- ALLIGATOR CRACKING IN AREAS 2 FOOT SQUARE OR LARGER.
- SPALLING OF AGGREGATE.
- DELAMINATION FROM BASE COURSE.
- HOLES IN PAVEMENT AND/OR BASE.
- DEPRESSED OR RUTTED AREAS GREATER THAN ONE (1) INCH.
-

2. CURBS

- EXCESSIVE CRACKING BETWEEN CONTROL JOINTS.
- UNEVEN SETTLEMENT GREATER THAN 1/2 INCH.
- DAMAGE CAUSED BY VEHICULAR OR OTHER MEANS.

3. SIDEWALKS

- UNEVEN SETTLEMENT OF GREATER THAN 1/4 INCH.
- PEDESTRIAN TACTILE SURFACE TREATMENTS WEAR, DELAMINATION, OR COLORATION/PAINT (MUST MEET ADA REQUIREMENTS)

4. LANDSCAPING AND IRRIGATION SYSTEMS

- ALL LANDSCAPING SHALL BE MAINTAINED IN HEALTHY CONDITION.
- IRRIGATION SYSTEMS SHALL BE TESTED REGULARLY TO VERIFY 100% LANDSCAPE COVERAGE AND FREQUENCY OF IRRIGATION TO MEET LOCAL WATERING RESTRICTION REQUIREMENTS.
- GRASS OR OTHER GROUND COVERS SHALL BE MAINTAINED IN HEALTHY CONDITION TO AVOID BARE SPOTS, INSECT DAMAGE AND SPOIL EROSION.
- ANY EROSION THAT OCCURS SHALL BE REPAIRED IMMEDIATELY AND REPLACED TO HEALTHY CONDITIONS.

5. STREET LIGHTING (LEASED THROUGH FLORIDA POWER AND LIGHT)

- CONTACT FLORIDA POWER AND LIGHT LEASING AGENT OF ANY CONDITIONS REQUIRING MAINTENANCE.
- STREETLIGHT UTILITY POLES SHALL BE KEPT IN GOOD CONDITION AND REPAIRS FROM DAMAGE DUE TO VEHICLE OR LAWN EQUIPMENT IMPACTS.
- LIGHT FIXTURES SHALL BE CHECKED MONTHLY FOR FAULTY LIGHTING AND BULBS REPLACED WHEN NECESSARY.

6. SOUTH FLORIDA GATEWAY SIGNAGE

- ENTRY SIGNAGE SHALL BE KEPT IN GOOD CONDITION AND ANY DAMAGE REPAIRED UPON OBSERVANCE OF DAMAGE FROM ANY CAUSE.
- SIGNAGE SHALL BE INSPECTED FOR CONDITION OF PAINT OR OTHER FINISHES ANNUALLY AND NECESSARY REPAIRS MADE WHEN APPROPRIATE.
- SIGNAGE LIGHTING SHALL BE KEPT IN OPERABLE CONDITION AND FIXTURES OR BULBS REPLACED WHEN NECESSARY.
- LANDSCAPEING AROUND SIGNAGE SHALL BE MAINTAINED TO NOT ABSCURE THE SIGN FACE AND/OR LIGHTING.



360 Central Avenue, Suite 1150
St. Petersburg, FL 33701
(727) 209-0436
FL COA 27367

www.osborn-eng.com

KL Waterside LLC
SOUTH FLORIDA GATEWAY PUD

OSBORN PROJ: 20200558.300
PREPARED BY: SKK
WATERSIDE CDD
MAINTENANCE AND OPERATION
RESPONSIBILITIES

EX-7.2

Unless otherwise stated in Contract, The Osborn Engineering Company retains copyright ownership. Instruments of Service may only be used for the purpose described in the Contract. The Osborn Engineering Company may grant specific usage rights under license, and / or may transfer copyright ownership / assignment in writing. Reproduction, re-use or re-distribution of Instruments of Service is prohibited.

P:\KL Waterside LLC\J20200558.000 KL Waterside - Waterside Industrial Planning - Final Ph 1 SOW\Drawings\Civil-Exhibits-CDD Petition Exhibits\J20200558 - Exhibit 7.dwg
8/29/2022 10:41 AM Kapoi, Shane

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

6



AQUATIC MANAGEMENT AGREEMENT

This agreement, dated August 9, 2023, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Waterside CDD
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

Five (5) lakes totaling 24.34 acres (A,C,C-1,C-2 & D) and One (1) ditch (Basin B) located in Martin County, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae And Aquatic Plant Control	\$975.00 / monthly
Border Grass And Brush Control To Water's Edge	Included
Littoral Zone Maintenance	No Littorals Existing
Monthly Water Testing	Included
Fish & Wildlife Monitoring	Included
Management Reporting	Included

One visit per month for lake management with treatment as necessary. Additionally needed visits at no extra charge. No littorals existing for maintenance.

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

AQUATIC MANAGEMENT AGREEMENT

6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Rd., Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. Addendums: See attached map, survey and report (where applicable).
 - A. Water testing as needed for the success of the aquatic weed control program.
 - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates-see attached sheet.
 - C. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
 - D. Definitions of services referred to in Paragraph 1 are as follows:

Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides.

AQUATIC MANAGEMENT AGREEMENT

Border Grass And Brush Control To Water's Edge – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line.

Monthly Water Testing – As needed for the success of the aquatic weed control program.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property, and provided to Customer.

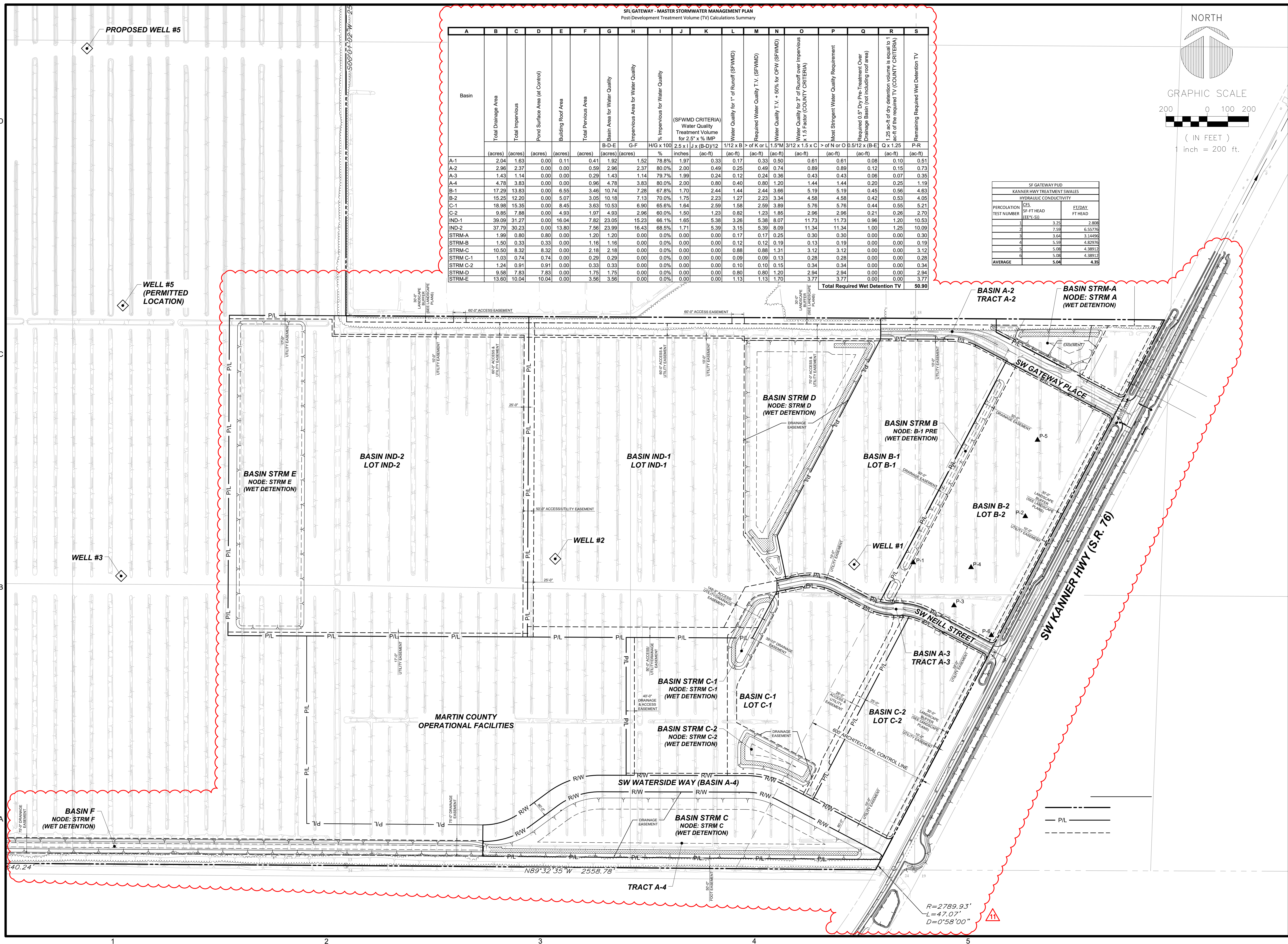
9. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
10. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.
11. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER

DATE

DATE



WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 5,985	\$ 5,985
Due from Landowner	6,282	6,282
Total assets	<u>\$ 12,267</u>	<u>\$ 12,267</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 6,134	\$ 6,134
Due to other	133	133
Landowner advance	6,000	6,000
Total liabilities	<u>12,267</u>	<u>12,267</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	6,282	6,282
Total deferred inflows of resources	<u>6,282</u>	<u>6,282</u>
Fund balances:		
Unassigned	<u>(6,282)</u>	<u>(6,282)</u>
Total fund balances	<u>(6,282)</u>	<u>(6,282)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 12,267</u>	<u>\$ 12,267</u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 2,425	\$ 30,449	\$ 96,290	32%
Total revenues	<u>2,425</u>	<u>30,449</u>	<u>96,290</u>	32%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	1,000	9,000	48,000	19%
Legal	2,040	3,557	25,000	14%
Engineering	1,715	12,886	2,000	644%
Audit	-	-	5,000	0%
Arbitrage rebate calculation ¹	-	-	500	0%
Dissemination agent ²	-	-	1,000	0%
Trustee ³	-	-	5,000	0%
Telephone	16	150	200	75%
Postage	-	-	500	0%
Printing & binding	42	375	500	75%
Legal advertising	130	263	1,500	18%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	408	500	82%
Website				
Hosting & maintenance	-	1,680	705	238%
ADA compliance	-	-	210	0%
Streetlighting	-	397	-	N/A
Total expenditures	<u>4,943</u>	<u>33,716</u>	<u>96,290</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	(2,518)	(3,267)	-	
Fund balances - beginning	(3,764)	(3,015)	-	
Fund balances - ending	<u>\$ (6,282)</u>	<u>\$ (6,282)</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 a Regular Meeting on May 16, 2023 at 2:30 p.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
Josh Long (appointed during meeting)	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Jon Gotwald (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 2:30 p.m.

Supervisors Tim Smith, Seifel and Caputo were present. Supervisors-Elect Candice Smith and James P. Harvey were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Supervisor
James P Harvey [Seat 3]**

Ms. Cerbone presented the resignation of Mr. James P. Harvey from Seat 3.

On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, the resignation of Mr. James P. Harvey from Seat 3, was accepted.

FOURTH ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 3; Term Expires November
2024**

Mr. Caputo nominated Mr. Josh Long to fill Seat 3. No other nominations were made.

On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor, the appointment of Josh Long to fill Seat 3, was approved.

- **Administration of Oath of Office to Appointment (the following will be provided in a separate package)**

Mr. Kantarzhi, a Notary of the State of Florida, administered the Oath of Office to Mr. Josh Long. Ms. Cerbone stated that she spoke with Mr. Long regarding the items below:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. 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**
- D. Form 8B: Memorandum of Voting Conflict**

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-03,
Designating Certain Officers of the District,
and Providing for an Effective Date**

Ms. Cerbone presented Resolution 2023-03. Mr. Caputo nominated the following slate:

Chair	Michael Caputo
Vice Chair	Tim Smith
Assistant Secretary	Candice Smith

72 Assistant Secretary Jon Seifel
73 Assistant Secretary Josh Long
74 Assistant Secretary Cindy Cerbone
75 Assistant Secretary Andrew Kantarzhi

76 No other nominations were made.

77 Prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer
78 remain unaffected by this Resolution.

79

80 **On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor,**
81 **Resolution 2023-03, Designating Certain Officers of the District, as nominated,**
82 **and Providing for an Effective Date, was adopted.**

83

84

85 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-04,
Approving a Proposed Budget for Fiscal
Year 2023/2024 and Setting a Public
Hearing Thereon Pursuant to Florida Law;
Addressing Transmittal, Posting and
Publication Requirements; Addressing
Severability; and Providing for an Effective
Date**

90

91

92

93

94

95

96

97

98

99

Ms. Cerbone presented Resolution 2023-04. She reviewed the proposed Fiscal Year 2024 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2023 budget, and explained the reasons for any changes. She noted that the proposed Fiscal Year 2024 budget anticipates that the Boundary Amendment will be approved and also contains a Special Revenue "Industrial Budget".

100 **On MOTION by Mr. Caputo and seconded by Mr. Smith, with all in favor,**
101 **Resolution 2023-04, Approving a Proposed Budget for Fiscal Year 2023/2024**
102 **and Setting a Public Hearing Thereon Pursuant to Florida Law for August 15,**
103 **2023 at 2:30 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River**
104 **Road, Stuart, Florida 34997; Addressing Transmittal, Posting and Publication**
105 **Requirements; Addressing Severability; and Providing for an Effective Date.**

106

107

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-05,
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

Ms. Cerbone presented Resolution 2023-05.

**On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor,
Resolution 2023-05, 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, was adopted.**

EIGHTH ORDER OF BUSINESS

Update: Boundary Amendment

It was noted that the exhibits that show the revised boundary areas and the revised
legal description are needed.

Discussion ensued regarding the boundaries, maintenance responsibilities, Waterside
Way, etc.

Mr. Caputo left the meeting.

NINTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of March 31, 2023**

Ms. Cerbone presented the Unaudited Financial Statements as of March 31, 2023.

**On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the
Unaudited Financial Statements as of March 31, 2023, were accepted.**

TENTH ORDER OF BUSINESS

**Approval of April 18, 2023 Special Meeting
Minutes**

Ms. Cerbone presented the April 18, 2023 Special Meeting Minutes.

On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the April 18, 2023 Special Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

There was no report.

B. District Engineer: The Osborn Engineering Company

There was no report.

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

- **0 Registered Voters in District as of April 15, 2023**

- **NEXT MEETING DATE: June 20, 2023 at 2:30 PM**

- **QUORUM CHECK**

The next meeting will be held on June 20, 2023, unless cancelled.

TWELFTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Seifel and seconded by Mr. Smith, with all in favor, the meeting adjourned at 2:56 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

180
181
182
183
184
185

Secretary/Assistant Secretary

Chair/Vice Chair

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida, 34997</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May 16, 2023	Regular Meeting	2:30 PM
June 20, 2023 CANCELED	Regular Meeting	2:30 PM
July 18, 2023 CANCELED	Regular Meeting	2:30 PM
August 15, 2023	Public Hearing & Regular Meeting	2:30 PM
September 19, 2023	Regular Meeting	2:30 PM