

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

February 20, 2024

BOARD OF SUPERVISORS

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

February 13, 2024

Board of Supervisors
Waterside Community Development District

Dear Board Members:

The Board of Supervisors of the Waterside Community Development District will hold a Regular Meeting on February 20, 2024 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. Acceptance of Resignation of Candice Bain, Seat 2; *Term Expires November 2024*
4. Consider Appointment of William Fife to Fill Unexpired Term of Seat 2
 - Administration of Oath of Office
5. Update: Required Ethics Training and Disclosure Filing
6. Consideration of Resolution 2024-01, Appointing and Removing Officers of the District and Providing for an Effective Date
7. Consideration of Dixie Landscape Proposal for Landscape Maintenance
8. Consideration of Resolution 2024-02, Designating a Date, Time, and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
9. Ratification of Superior Waterway Services, Aquatic Management Services Agreement
10. Acceptance of Unaudited Financial Statements as of December 31, 2023
11. Approval of August 15, 2023 Public Hearing and Regular Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *The Osborn Engineering Company*

ATTENDEES:

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

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

- NEXT MEETING DATE: March 19, 2024 at 2:30 PM

- QUORUM CHECK

SEAT 1	TIMOTHY SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	WILLIAM FIFE	☐ 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

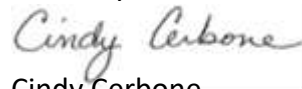
13. Board Members' Comments/Requests

14. Public Comments

15. 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

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Waterside Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Candice Bain
Printed Name

Date: 2/14/24
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Waterside Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☐ personally presented at a duly noticed meeting of the Board of Supervisors, ☒ scanned and electronically transmitted to gillyardd@whhassociates.com or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Candice Bain
Signature

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

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Daphne Gillyard

From: Kutak Rock Development and Improvement Districts Group
<communications@kutakrock.com>
Sent: Friday, January 5, 2024 4:49 PM
To: Cindy Cerbone
Subject: Ethics Training 2024

You don't often get email from communications@kutakrock.com. [Learn why this is important](#)

KUTAKROCK

Development and Improvement Districts Practice Group



ABOUT US

SERVICES

NEWS & PUBLICATIONS

District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

Florida Commission on Ethics Training Resources

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

Office of the Attorney General Training Resources

Compliance

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

Kutak Rock's Development and Improvement Districts Practice Group

Kutak Rock's Florida Development and Improvement Districts Practice Group



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Partner

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The choice of a lawyer is an important decision and should not be based solely upon advertisements.

107 W College Ave. Tallahassee, Florida 32301



2023 Form 1 - Statement of Financial Interests

Filed with COE: 01/05/2024

General Information

Name: Mr Thomas Dean Zimmerman
Address: 6233 Dolostone Drive, Lakeland, FL 33811 **PID 305031**
County: Polk

AGENCY INFORMATION

Organization	Suborganization	Title
Towne Park Community Development District	Board of Supervisors	Assistant Secretary

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity
DFAS	8899 E 56th Street, Indianapolis, IN	Military Retired Pay
Social Security Administration	550 Commerce Dr., Lakeland FL 33813	Social Security Retired Pay

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source
N/A			

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description
N/A

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates
Mutual Funds	Edward Jones
401K	General Dynamics Information Technology

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor
Lakeview Flagstar Bank	PO Box 619063, Dallas, TX 75261-9063

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1
N/A

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Thomas Dean Zimmerman

Digitally signed: 01/05/2024

Filed with COE: 01/05/2024

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization

SAMPLE

Suborganization

SAMPLE

Title

SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500 in major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
WATERSIDE COMMUNITY DEVELOPMENT DISTRICT APPOINTING
AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the Waterside Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

SECTION 1. The following is/are appointed as Officer(s) of the District effective February 20, 2024:

_____ is appointed Chair
_____ is appointed Vice Chair
_____ is appointed Assistant Secretary
_____ is appointed Assistant Secretary
_____ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 20, 2024:

<u>Candice Bain</u>	<u>Assistant Secretary</u>
_____	_____
_____	_____

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 20TH DAY OF FEBRUARY, 2024.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

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PROPOSAL



Proposal Submitted To:

Waterside CDD
c/o Shane Willis
Email: Williss@whhassociates.com
Wrathell, Hunt, & Associates, LLC
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135
(239) 259-4299

Date: February 16, 2024

Job Information:

Waterside CDD

We hereby submit specifications and estimations for the following:

Labor and materials to provide landscape & irrigation maintenance for one year.

Notes:

- Includes mowing all turf areas 30 times per year.
- Trash removal at each service.
- Re-mulching and planting of seasonal annuals, if needed, to be done per customer request via Change Order and are not included in this proposal.
- Replacements of dead or damaged plant materials are not included.
- Irrigation repairs for damage caused by others or normal wear and tear to be performed on a Time & Material basis.
- Either party may terminate the contract with 30 days written notice.
- Please see the attached Maintenance Specifications for program details.
- **Price is valid for 90 days from the date of proposal.**

We propose to furnish labor and materials per the above specifications for the sum of \$ **181,467.78**

One Hundred Eighty-One Thousand Four Hundred Sixty-Seven and 78/100 Dollars to be paid in 12 equal monthly payments of \$10,741.41

Terms: If not paid within agreed payment terms, the customer agrees to a late payment charge. The current charge is 1.5% per month (18.5% per annum).

After 90 days of non-payment service may cease and additional charges may be incurred to bring the site back to a maintainable level.

Acceptance of Proposal: Acceptance of this proposal shall constitute a contract between us. **Beyond 90 Days, the above prices are subject to review**

Customer Signature _____ Date _____

Tony Terrell **2/16/24**
Dixie Landscape Representative Date _____

PROPOSAL

MAINTENANCE PROGRAM DETAILS

- The following services are included as part of this proposal:
 - Mowing all grass areas within property lines
 - Weed control shrubs and ground cover areas
 - Palms & trees limbed up to 10'
 - Lawn and ornamental pest control of common turf and ornamental damaging insects.
 - Reasonable debris, trash & litter pick-up & removal within maintained areas
 - Irrigation wet checks & adjustments
 - Weed control paved areas
- Mowing of all grass areas 30 times per year. Each mow includes:
Trash removal
Mowing
Hard Edging
Bed Edging
Light Trimming
Air Blowing
- Mowing Schedule:

Jan. – April	2 Cuts
May – Oct.	3 Cuts
Nov & Dec	2 Cuts
- **Landscape Service Protocols:**
 - A – Mowing:
 1. The crews will mow all the lawn areas, including parking islands.
 2. The height of the grass is to be cut <3 inches using rotary-type blades, which will be kept clean & sharp at all times.
 3. Dixie Landscape shall have all staff wear a clean Company Uniform
 4. Dixie Landscape staff is trained in proper horticultural and mechanical procedures to ensure that all operations are performed safely and effectively.
 - B – Edging planting beds, driveways, walkways & walks:
 1. Edge and trim around all plant beds, curbs, streets, plants, buildings etc., and maintain the shape and configuration of all planting areas in a clean manner
 2. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris
 - C – Trimming:
 1. Trim shrubs up to 7 feet in height & pull weeds from landscape beds.
 2. The heights and width of trimming shall be specified by the Association at the time of issuing the contract.
 3. All other types of plants are to be trimmed and pruned as necessary following the best horticultural practices for the plant type and species to achieve the desired look: including the removal of tree suckering growth.
 4. Low-hanging branches on trees and palms shall be limbed up to a height of 10' feet as necessary throughout the year

Initials:_____

PROPOSAL

5. Planting beds to be maintained relatively weed-free by using appropriate herbicide or manual removal, as needed provided that mulch depth is maintained.

D – Tree & Palm Trimming:

1. Trees and palms are to be limbed up to 10' as needed throughout the year.
2. Comprehensive Tree and Palm trimming is not included and can be priced and provided upon request.

F – Landscape Debris Removal:

1. Note all landscape trimming/cutting debris generated by the above work will be removed on the day of the service. Any debris not generated by Dixie Landscape will be removed at an additional cost.

G - Irrigation

1. Dixie Landscape will perform an Irrigation wet check monthly to verify the system is functioning correctly.
2. Inspect and clean filters and check for proper functionality of the rain shut-off device.
3. Any damage caused by Dixie Landscape crews during the performance of the maintenance duties will be repaired immediately at Dixie Landscape's expense.
4. Any other damage or malfunction not caused by Dixie Landscape will be repaired at an additional cost based on Time and Material Tickets. Such repair will be only be scheduled after the authorization from the Agent or Owner to proceed.
5. Dixie Landscape will monitor the Irrigation clock for automatic irrigation. Dixie will make necessary changes for water use and seasonal changes

H – Mulch:

1. Shall be applied as directed by the property manager and billed separately.

I - Seasonal Color:

1. Seasonal color can be installed & fertilized as directed by the property manager and billed separately.

J – Pest Control:

1. Includes treatment of lawn and ornamental plant-damaging pests as necessary
2. Excludes removal of reptiles, rodents, other mammals or stinging/swarming insects, termites, lethal bronzing, lethal yellowing, spiraling whitefly, and interior pests. Does not include pests on or in any structure, interior or exterior.

Initials: _____

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERSIDE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Waterside Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Martin County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of Ordinance No. 1175 creating the District (the "Ordinance") February 10, 2022; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board of Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 5th day of November, 2024 at 2:30 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its February 20, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 20TH DAY OF FEBRUARY, 2024.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF
SUPERVISORS OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Waterside Community Development District (the "District") in Martin County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024

TIME: 2:30 p.m.

PLACE: Courtyard by Marriott Stuart
7615 SW Lost River Road
Stuart, Florida 34997

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: **2:30 p.m.**

LOCATION: **Courtyard by Marriott Stuart
7615 SW Lost River Road
Stuart, Florida 34997**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT MARTIN COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 5, 2024

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Waterside Community Development District to be held at 2:30 p.m., on November 5, 2024, at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Waterside Community Development District and described as follows:

Description

Acreage

_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

9

**AGREEMENT FOR
AQUATIC MANAGEMENT SERVICES**

THIS AGREEMENT ("**Agreement**") is made, and entered into, by and between:

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

SUPERIOR WATERWAY SERVICES, a Florida corporation, with a mailing address of 6701 Garden Road, Suite 1, Riviera Beach, FL ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates, and maintains five lakes totaling 24.34 acres (A, C, C-1, D, & E) and one ditch (Basin B) located in Martin County, Florida ("**Waterways**") and depicted on the map attached hereto as **Exhibit A**; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide aquatic management services for the Waterways, as outlined in **Exhibit B** ("**Services**"); and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit B**.

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

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

2. **SERVICES.** The Contractor agrees to provide the Services outlined in **Exhibit B**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Waterways are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to

Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit B**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Waterways or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

9. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

10. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

11. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit C**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

12. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

13. DEFAULT; THIRD-PARTY INTERFERENCE. 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 damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

14. ATTORNEY'S FEES. In the event that either the District or Contractor 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' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

16. 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 both parties hereto.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed 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 District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. 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.

18. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor 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 District and Contractor 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 District and Contractor and their respective representatives, successors, and assigns.

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

21. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010; KANTARZHIA@WHHASSOCIATES.COM.

22. 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.

23. HEADINGS. 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.

24. NEGOTIATIONS AT ARM'S LENGTH. 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 and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

25. LIMITATIONS ON 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 statute or 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 under the Doctrine of Sovereign Immunity or by operation of law.

26. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

27. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

28. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

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

30. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**WATERSIDE COMMUNITY
DEVELOPMENT DISTRICT**

Timothy Smith

By: Timothy Smith _____
Its: Vice Chairman _____
Date: 9/15/2023 _____

SUPERIOR WATERWAY SERVICES, INC.

Chris York

By: Chris York _____
Its: President _____
Date: 9-14-23 _____

Exhibit A: Map of Waterways
Exhibit B: Scope of Services
Exhibit C: Insurance Certificate with Endorsements

Exhibit A:
Map of Waterways

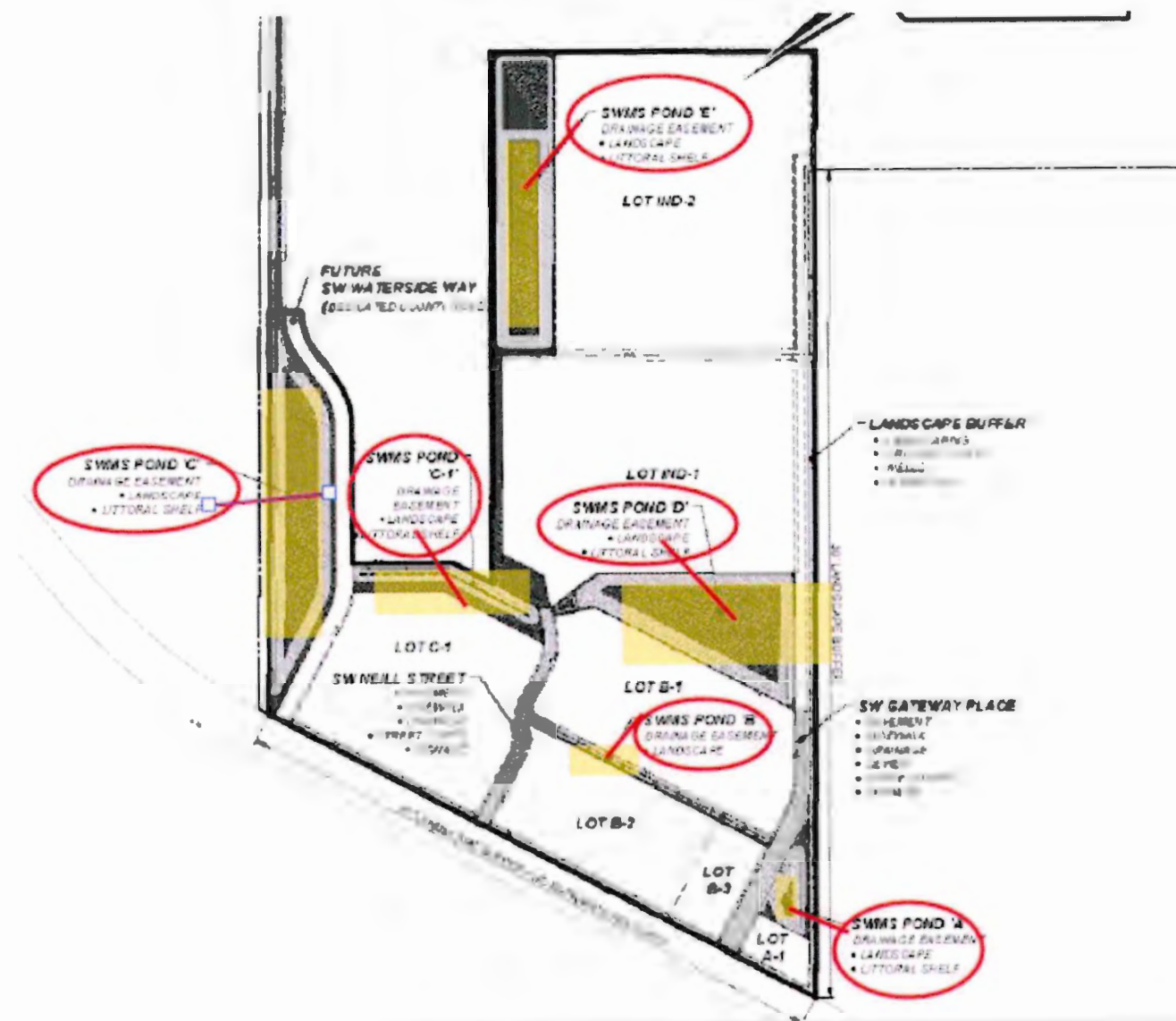


Exhibit B:
Scope of Services

The District agrees to pay \$975/month for the following services:

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.

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.

- 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. Inspection of Waterways no less than every other week and treated in accordance with needs required at the time of the inspection
- E. Upon receipt of the of a defective work notice, the vendor will bring the Waterways back into compliance within 30 days and provide photo documentation to District Staff showing the results and progress of mitigation.

Exhibit C:
Insurance Certificate with Endorsements

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023**

	General Fund	Specital Revenue Fund	Total Governmental Funds
ASSETS			
Cash	\$ 10,591	\$ -	10,591
Due from FSF Gateway	1,781	19	1,800
Due from KCA Icebox SUA1	506	5	511
Due from general fund	-	1,817	1,817
Utility deposit	-	750	750
Total assets	<u>\$ 12,878</u>	<u>\$ 2,591</u>	<u>\$ 15,469</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 3,214	\$ -	\$ 3,214
Due to Kolter LP	1,713	-	1,713
Due to special revenue fund	1,817	-	1,817
Landowner advance - Kolter	6,000	673	6,673
Landowner advance - FSF Gateway	-	994	994
Landowner advance - KCA Icebox SUA1	-	283	283
Total liabilities	<u>12,744</u>	<u>1,950</u>	<u>14,694</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	2,287	24	2,311
Total deferred inflows of resources	<u>2,287</u>	<u>24</u>	<u>2,311</u>
Fund balances:			
Unassigned	<u>(2,153)</u>	<u>617</u>	<u>(1,536)</u>
Total fund balances	<u>(2,153)</u>	<u>617</u>	<u>(1,536)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 12,878</u>	<u>\$ 2,591</u>	<u>\$ 12,878</u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution - C1 (A Karis) Add'l land	\$ 68	\$ 358	\$ 2,189	16%
Developer contribution	3,951	7,082	37,101	19%
Total revenues	<u>4,019</u>	<u>7,440</u>	<u>39,290</u>	19%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	1,000	3,000	12,000	25%
Legal	-	236	7,500	3%
Engineering	-	-	5,000	0%
Audit	-	-	5,000	0%
Telephone	16	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	276	276	1,500	18%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	-	-	500	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total expenditures	<u>1,334</u>	<u>9,062</u>	<u>39,290</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	2,685	(1,622)	-	
Fund balances - beginning	(4,838)	(531)	-	
Fund balances - ending	<u>\$ (2,153)</u>	<u>\$ (2,153)</u>	<u>\$ -</u>	

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - INDUSTRIAL BUDGET
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution - C1 (A Karis) Add'l land	\$ 42	\$ 42	\$ 5,801	1%
Developer contribution	462	721	98,365	1%
Total revenues	<u>504</u>	<u>763</u>	<u>104,166</u>	1%
EXPENDITURES				
Field operations and maintenance				
Field operations manager	-	-	7,500	0%
Wet ponds	-	-	3,500	0%
Dry ponds	-	-	7,074	0%
Streetlighting	-	-	18,600	0%
Landscape maintenance	-	-	30,492	0%
Arbor care/tree trimming	-	-	5,000	0%
Plant replacement	-	-	5,000	0%
Irrigation water	-	-	12,000	0%
Irrigation repairs	-	-	2,500	0%
Force main repairs	-	-	2,500	0%
Roadway and monument maintenance	-	-	10,000	0%
Electricity				
Industrial electricity	109	109	-	N/A
Signalization electricity	37	37	-	N/A
Total expenditures	<u>146</u>	<u>146</u>	<u>104,166</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	358	617	-	
Fund balances - beginning	259	-	-	
Fund balances - ending	<u>\$ 617</u>	<u>\$ 617</u>	<u>\$ -</u>	

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 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.

Present at the meeting were:

Michael Caputo	Chair
Tim Smith	Vice Chair
Josh Long	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Shane Willis	Operations Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:30 p.m. Supervisors Tim Smith, Long and Caputo were present. Supervisor Seifel and Supervisor-Elect Candice Smith were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

▪ **Consideration of Superior Waterway Services, Inc., Aquatic Management Proposal**

This item, previously the Sixth Order of Business, was presented out of order.

Mr. Willis presented the Superior Waterway Services, Inc., Aquatic Management (Superior) Proposal and stated, while he requested additional proposals, none were received. He has worked with Superior on numerous properties and they do a good job.

Discussion ensued regarding the proposal, scope of work, littoral planting requirements, the high-water mark delineating which plantings would be managed by the landscape vendor versus the aquatic management vendor and treatment of cattails.

Mr. Willis stated that Regional Account Manager, Andy Nott, advised that there is no startup charge; existing aquatics will be treated.

On MOTION by Mr. Smith and seconded by Mr. Long, with all in favor, the Superior Waterway Services, Inc., Aquatic Management Proposal, and authorizing Staff to negotiate a form of agreement, was approved.

THIRD ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget****A. Proof/Affidavit of Publication**

The affidavit of publication was included for informational purposes.

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

Mr. Kantarzhi presented Resolution 2023-06. He reviewed the proposed Fiscal Year 2024 budget, which is unchanged since it was last presented. It contains a Special Revenue Industrial Budget for field operations and maintenance expenditures.

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

No members of the public spoke.

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

On MOTION by Mr. Smith and seconded by Mr. Long, with all in favor, 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, was adopted.

FOURTH ORDER OF BUSINESS**Consideration of Fiscal Year 2023/2024
Budget Funding Agreement**

78 This item was deferred.

79

80 **FIFTH ORDER OF BUSINESS**

**Consideration of Restated CDD
Development Agreement**

82

83 Mr. Earlywine presented the Restated CDD Development Agreement, which helps
84 protect industrial owners from debt assessments and provides a funding mechanism for the
85 CDD to send bills and levy assessments to Landowners if necessary.

86

87 **On MOTION by Mr. Smith and seconded by Mr. Long, with all in favor, the**
88 **Restated CDD Development Agreement, in substantial form, was approved.**

89

90

91 **SIXTH ORDER OF BUSINESS**

**Consideration of Superior Waterway
Services, Inc., Aquatic Management
Proposal**

94

95 This item was presented following the Second Order of Business.

96

97 **SEVENTH ORDER OF BUSINESS**

Update: Boundary Amendment

98

99 This item was deferred.

100

101 **EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of June 30, 2023**

103

104 Discussion ensued regarding funding requests for the Superior and Florida Power &
105 Light (FPL) expenditures.

106

107 Ms. Cerbone stated, now that the CDD is doing direct pay for Field Operations, effective
108 October 1, 2023, Staff can no longer wait to receive the invoices, submit funding requests and
109 remit payments, as the CDD must comply with Prompt Payment Policy required of
110 governmental entities. Staff will work with vendors to prepare a funding request to include the
111 remainder of the fiscal year, as well as an advance for the new year so that the funds are
112 available and invoices can be paid upon receipt. Each of the property owners will be billed
according to their acreage.

Ms. Cerbone noted that the Agreement becomes effective upon execution by all parties. Mr. Earlywine will revisit the Agreement to ensure that no other provisions restrict funding in the current fiscal year and advise in this regard.

Mr. Kantarzhi presented the Unaudited Financial Statements as of June 30, 2023.

On MOTION by Mr. Smith and seconded by Mr. Long, with all in favor, the Unaudited Financial Statements as of June 30, 2023, were accepted.

NINTH ORDER OF BUSINESS

Approval of May 16, 2023 Regular Meeting Minutes

Mr. Kantarzhi presented the May 16, 2023 Regular Meeting Minutes.

15:30 On MOTION by Mr. Smith and seconded by Mr. Long, with all in favor, the May 16, 2023 Regular Meeting Minutes, as presented, were approved.

TENTH 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

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

- **QUORUM CHECK**

The next meeting will be held on September 19, 2023, unless cancelled.

Ms. Cerbone asked for approval of an additional motion that is not part of today's agenda but relates to the Field Operations budget that was just approved, in that it will allow Field Ops Staff, District Counsel and the Chair to enter into Field Ops agreements, in between Meetings, for ratification at a future meeting.

Ms. Cerbone listed the following Field Ops items:

Field operations manager 7,500

Stormwater management

148	Wet ponds	3,500
149	Dry ponds	7,074
150	Streetlighting	18,600
151	Landscaping and irrigation maintenance	
152	Landscape maintenance	30,492
153	Arbor care/tree trimming	5,000
154	Plant replacement	5,000
155	Irrigation water	12,000
156	Irrigation repairs	2,500
157	Force main repairs	2,500
158	Roadway and monument maintenance	10,000
159	Mr. Earlywine asked if the FPL expenditure is related to a long-term light leasing	
160	agreement, Mr. Smith replied affirmatively. Ms. Cerbone stated FPL will install when ready.	
161	Mr. Earlywine stated a motion to approve the expenditures as described will suffice.	
162		
163	On MOTION by Mr. Smith and seconded by Mr. Long, with all in favor, authorizing Field Ops Staff, District Counsel and the Chair to enter into and execute related Agreements, in line with the budget, in between meetings, was approved.	
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165		
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168		
169	ELEVENTH ORDER OF BUSINESS	Board Members' Comments/Requests
170		
171	There were no Board Members' comments or requests.	
172		
173	TWELFTH ORDER OF BUSINESS	Public Comments
174		
175	No members of the public spoke.	
176		
177	THIRTEENTH ORDER OF BUSINESS	Adjournment
178		
179		
180	On MOTION by Mr. Smith and seconded by Mr. Long, with all in favor, the meeting adjourned at 2:49 p.m.	
181		

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187

Secretary/Assistant Secretary

Chair/Vice Chair

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2023 CANCELED	Regular Meeting	2:30 PM
November 21, 2023 CANCELED	Regular Meeting	2:30 PM
December 19, 2023 CANCELED	Regular Meeting	2:30 PM
January 16, 2024 CANCELED	Regular Meeting	2:30 PM
February 20, 2024	Regular Meeting	2:30 PM
March 19, 2024	Regular Meeting	2:30 PM
April 16, 2024	Regular Meeting	2:30 PM
May 21, 2024	Regular Meeting	2:30 PM
June 18, 2024	Regular Meeting	2:30 PM
July 16, 2024	Regular Meeting	2:30 PM
August 20, 2024	Regular Meeting	2:30 PM
September 17, 2024	Regular Meeting	2:30 PM