

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

June 3, 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

May 24, 2024

ATTENDEES:

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

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 June 3, 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. Consideration of Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2024-04, Ratifying the Actions of the District Manager in Redesignating the Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
5. Consideration of Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
6. Consideration of Atmos Living Management Group Facilities Management Agreement
7. Acceptance of Unaudited Financials Statements as of April 30, 2024
8. Approval of March 19, 2024 Regular Meeting and Audit Committee Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *The Osborn Engineering Company*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: June 18, 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

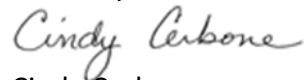
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or 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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RESOLUTION 2024-03

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

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

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

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

2. SETTING HEARING. The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

DATE:	_____
HOUR:	2:30 p.m.
LOCATION:	Courtyard by Marriott Stuart 7615 SW Lost River Road Stuart, Florida 34997

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

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

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

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED this 3rd day of June, 2024.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Budget

Exhibit A

Fiscal Year 2024/2025 Budget

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
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**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
REVENUES					
Developer contribution - C1 (A Karis) Add'l land	\$ 2,189	\$ 582	\$ 1,607	\$ 2,189	\$ 2,870
Developer contribution	37,101	10,203	27,429	37,632	48,640
Total revenues	39,290	10,785	29,036	39,821	51,510
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	12,000	6,000	6,000	12,000	24,000
Legal	7,500	427	7,073	7,500	7,500
Engineering	5,000	-	5,000	5,000	5,000
Audit	5,000	-	5,000	5,000	5,000
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	276	1,224	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	300	5,500	5,720
Contingencies/bank charges	500	8	492	500	500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total expenditures	39,290	13,141	26,149	39,290	51,510
Net increase/(decrease) of fund balance	-	(2,356)	2,887	531	-
Fund balance - beginning (unaudited)	-	(531)	(2,887)	(531)	-
Fund balance - ending (projected)	\$ -	\$ (2,887)	\$ -	\$ -	\$ -

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

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 24,000
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	5,720
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>\$ 51,510</u></u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - INDUSTRIAL BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Developer contribution - C1 (A Karis) Add'l land	\$ 5,801	\$ 271	\$ 5,530	\$ 5,801	\$ 12,238
Developer contribution	98,365	4,543	95,762	100,305	207,484
Total revenues	104,166	4,814	101,292	106,106	219,722
EXPENDITURES					
Professional & administrative					
Field operations manager	7,500	-	7,500	7,500	8,000
Field operations accounting	-	-	-	-	2,000
Landscape inspection	-	-	-	-	18,000
Stormwater management					
Wet ponds	3,500	3,900	-	3,900	15,000
Dry ponds	7,074	-	7,074	7,074	7,074
Streetlighting	18,600	-	18,600	18,600	18,600
Landscaping and irrigation maintenance					
Landscape maintenance	30,492	-	30,492	30,492	112,548
Arbor care/tree trimming	5,000	-	5,000	5,000	5,000
Plant replacement	5,000	-	5,000	5,000	5,000
Irrigation water	12,000	-	12,000	12,000	12,000
Irrigation repairs	2,500	-	2,500	2,500	2,500
Force main repairs	2,500	-	2,500	2,500	2,500
Roadway and monument maintenance	10,000	-	10,000	10,000	10,000
Industrial electricity	-	608	608	1,216	1,500
Signalization electricity	-	324	-	324	-
Total expenditures	104,166	4,832	101,274	106,106	219,722
Net increase/(decrease) of fund balance	-	(18)	18	-	-
Fund balance - beginning (unaudited)	-	-	(18)	-	-
Fund balance - ending (projected)	\$ -	\$ (18)	\$ -	\$ -	\$ -

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

EXPENDITURES

Field operations and maintenance

Field operations manager	\$ 8,000
Field operations accounting	2,000
Landscape inspection	18,000
Stormwater management	
Wet ponds	15,000
Dry ponds	7,074
Streetlighting	18,600
FPL Lighting Agreement	
Landscaping and irrigation maintenance	
Landscape maintenance	112,548
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
Industrial electricity	1,500
Total expenditures	<u><u>\$219,722</u></u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
LANDOWNER/DEVELOPER CONTRIBUTION COMPARISON
PROJECTED FISCAL YEAR 2025 LANDOWNER/DEVELOPER CONTRIBUTIONS**

Landowner/Developer Contribution					
Parcel	Developable Acres	FY 2025 GF Contribution per Acre	FY 2025 SRF-Industrial Contribution per Acre	FY 2025 Total Contribution per Acre	FY 2024 Total Contribution per Acre
A-1	1.43	\$ 359.98	\$ 1,535.55	\$ 1,895.53	\$ 1,002.56
B-1	17.29	359.98	1,535.55	1,895.53	1,002.56
B-2	15.72	359.98	1,535.55	1,895.53	1,002.56
C1 (Retail)	9.84	359.98	1,535.55	1,895.53	1,002.56
C1 (A Karis)	12.80	359.98	1,535.55	1,895.53	1,002.56
C1 (A Karis) Additional Land*	7.97	359.98	1,535.55	1,895.53	1,002.56
Ind 1	38.44	359.98	1,535.55	1,895.53	1,002.56
Ind 2	39.60	359.98	1,535.55	1,895.53	1,002.56
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

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERSIDE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE 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") previously adopted Resolution 2024-02, Designating a Date, Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date [SEATS 3, 4 & 5]; and

WHEREAS, the Board desires to ratify its actions in redesignating the location of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions, attached hereto as Exhibit A.

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

SECTION 1. The actions of the District Manager in redesignating the location of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-02 is hereby amended to reflect that the location of Landowners' Meeting as declared in Resolution 2024-02 is redesignated to 9:15 a.m. on November 5, 2024, at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956.

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2024-02 continue in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of June, 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: 9:15 a.m.

PLACE: Indiantown Realty
16654 S.W. Warfield Boulevard
Indiantown, Florida 34956

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: **9:15 a.m.**

LOCATION: **Indiantown Realty
16654 S.W. Warfield Boulevard
Indiantown, Florida 34956**

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 9:15 a.m., on November 5, 2024, at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956, 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

5

RESOLUTION 2024-05

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 3rd day of June, 2024.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997</i> <i>¹Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956.</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 15, 2024	Regular Meeting	2:30 PM
November 5, 2024 ¹	Landowners' Meeting	9:15 AM
November 19, 2024	Regular Meeting	2:30 PM
December 17, 2024	Regular Meeting	2:30 PM
January 21, 2025	Regular Meeting	2:30 PM
February 18, 2025	Regular Meeting	2:30 PM
March 18, 2025	Regular Meeting	2:30 PM
April 15, 2025	Regular Meeting	2:30 PM
May 20, 2025	Regular Meeting	2:30 PM
June 17, 2025	Regular Meeting	2:30 PM
July 15, 2025	Regular Meeting	2:30 PM
August 19, 2025	Regular Meeting	2:30 PM
September 16, 2025	Regular Meeting	2:30 PM

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

6

FACILITIES MANAGEMENT AGREEMENT

THIS FACILITIES MANAGEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 by and between:

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

ATMOS LIVING MANAGEMENT GROUP, a Florida limited liability company, and whose mailing address is c/o 4327 S Highway 27, Suite 408, Clermont, Florida 34711 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, Improvements and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, Improvements and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

2. SERVICES. The Contractor shall provide the “**Services**” to the District, and for the District’s Improvements, pursuant to this Agreement and as set forth in **Exhibit A**. All persons performing the Services will be employees of the Contractor. Contractor and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

In addition to the Services described above, or in any addendum executed between the parties,

the District may, from time to time, require additional services from the Contractor. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Contractor will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Contractor shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Contractor.

3. TERM. The Services as provided in this Agreement shall commence upon May 1, 2024, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew thereafter for one-year periods beginning October 1, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District’s written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

4. FEES AND EXPENSES; PAYMENT TERMS.

a. FEES AND EXPENSES.

i. The District shall pay the Contractor for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Contractor’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Contractor only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.

ii. To the extent expressly included in **Exhibit B**, the District agrees to pay Contractor in an amount equal to all Contractor’s costs directly related to the personnel of the Contractor providing the services at the amenity Improvements including: wages, benefits, applicable payroll-related tax withholdings, workers’ compensation, payroll administration and processing, fees for background checks and drug testing, as set forth in **Exhibit B**.

iii. To the extent expressly included in **Exhibit B**, and upon the execution of this Agreement, the District will provide a one-time payroll deposit to the Contractor for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs, as set forth in **Exhibit B**.

iv. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District’s adoption of the General Fund Budget shall not constitute the

District's consent for payment of any such fees or expenses.

v. In the event the District authorizes a change in the scope of services requested, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

vi. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Contractor or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

vii. Fees for Services to be billed on an hourly basis will be billed at the Contractor's current hourly rates at the time of the execution of this Agreement, as set forth in **Exhibit B**. The hourly rate for the Services may be amended from time to time pursuant to the amendment procedure in this Agreement and in advance of such proposed change. Contractor's current hourly rates are shown in **Exhibit B** to this Agreement. Any proposed change shall indicate the new hourly fee for such Services.

b. PAYMENT TERMS.

i. **Services.** All Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), Florida Statutes, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, Florida Statutes.

ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 2 will be billed monthly on an hourly basis for the hours incurred at the Contractor's current hourly rate as shown in **Exhibit B**.

iii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Contractor will be billed monthly as incurred.

iv. The Contractor shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Contractor's invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Contractor shall notify the District, in writing, at least ten (10) days prior to suspending services.

v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

5. PROTECTION OF PROPERTY. The Contractor and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to take steps to repair any damage resulting from the Contractor's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

6. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other Contractors, contractors, or employees, as required, for the Contractor to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

7. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, Contractor shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Contractor. Contractor shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

8. TERMINATION. Either party may terminate this Agreement for cause immediately upon written notice to the other Party, or without cause, and for any or no reason, upon thirty days written notice to the other Party. Upon any termination, Contractor will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Contractor will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

9. INDEMNIFICATION.

- a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligent or reckless and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes, or any other law, including to the extent that the Contractor may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.

- b. **CONTRACTOR INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.
- c. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

10. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

11. INSURANCE. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement. The Contractor shall provide and maintain insurance coverage at all times throughout the term of this Agreement, in the greater of the amounts set forth in either **Exhibit E** or as follows:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
- c. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
- d. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- e. Comprehensive Automobile Liability Insurance for all vehicles used by the Contractor's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- f. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.

Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each

insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Contractor will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Contractor fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

12. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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 Cindy Cerbone ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the 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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, 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 the Contractor, the 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 AT (561) 571-0010, OR BY EMAIL AT CERBONEC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

13. 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 District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. 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.

14. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Contractor.

15. ASSIGNMENT. Except as provided in this section, neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Contractor or the District without the prior written approval of the other party is void.

16. CONTROLLING LAW. Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. MERGER PROVISION. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

19. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either the District or the Contractor 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 in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

20. ATTORNEY'S FEES. In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the 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, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the 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 the Contractor and their respective representatives, successors, and assigns.

22. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

23. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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 deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

24. 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.

25. EXPENSES RELATED TO FACILITY. All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

26. FACILITY REVENUE. The Contractor will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity Improvements. The Contractor shall keep close accounting of all revenue and expenditures.

27. NON-COMPETITION. The District agrees for a period of one (1) year, from the termination or expiration of this Agreement, not to directly or indirectly solicit, employ, or Agreement with any individual employed by the Contractor in a managerial position at the amenity Improvements.

28. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *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.

29. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

30. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

31. EFFECTIVE DATE. This Agreement shall become effective upon execution by both the District and the Contractor, and shall remain effective until terminated by either the District or the Contractor in accordance with the provisions of this Agreement.

(Remainder of this page is left blank intentionally)

Therefore, the Contractor and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

ATMOS LIVING MANAGEMENT GROUP

By: _____
Its: _____

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – HOA Addendum
- Exhibit D** – Form of Monthly Report
- Exhibit E** – Insurance Certificate & Endorsements

EXHIBIT A
Scope of Services

The Contractor shall provide the Services, and personnel, identified below with an "X" and described on the following pages:

- X - *Field Operations*
- - *Clubhouse Manager*
- - *Clubhouse Attendant*
- - *Maintenance Personnel*
- - *Event Coordinator*
- - *Seasonal Pool Attendants*

The compensation and expected working hours for the Services and positions are as set forth in **Exhibit B**.

X (Place "X" if applicable) - **FIELD OPERATIONS SERVICES**

The Contractor shall provide the District, as part of the Services, with field operations management services for the District's Improvements, which include:

- Roadways
- Stormwater Management System
- Hardscape/Landscape/Irrigation
- Recreational Amenities
- Environmental Conservation/Mitigation

The field operation operations management services shall include:

1. Facilitate and assist with obtaining proposals for the maintenance of the Improvements
2. Coordination and oversight of maintenance services for the Improvements
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications
4. Conduct maintenance inspections of the Improvements (bi-weekly for all landscaping and irrigation Improvements, monthly inspections for all conservation areas and stormwater ponds and Improvements, and yearly inspections for all other Improvements)
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices
6. Interface with vendors regarding deficiencies in service or need for additional services
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the Improvements, or as required under applicable government permits
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property
10. Assist with preparation of operations budget for District Improvements
11. Promptly respond to and address all landowner requests, concerns and questions
12. Attend monthly CDD meetings, and provide a monthly report of District needs related to the Improvements

_____ **(Place "X" if applicable) – CLUBHOUSE MANAGER**

The Contractor shall provide a "**Clubhouse Manager**," who will be the onsite representative of the Contractor and responsible for overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, interacting with the District's Board of Supervisors and District Manager, and staffing private event rentals if staff is required, as well as for the design, promotion and implementation of all the events, programs and classes, including scheduling, reservations, registration, payment collection and staffing if needed. The Clubhouse Manager shall assist the District with recommending, establishing, implementing, and ensuring compliance with rules, policies and procedures for the Improvements, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of Improvements.

Specific duties of the Clubhouse Manager include:

1. Provide professional management and oversight to perform the Services outlined in this Agreement
2. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment
3. Ensure an immaculate overall appearance of the Improvements
4. Inspect District property and Improvements and report any problems to the appropriate vendor
5. Manage the quality of the District's activities and amenities to ensure and maintain the appropriate level of services provided by the District
6. Responsible in maintaining high standards of appearance, cleanliness, and condition of the Improvements
7. Upon request, attend meetings in person or via phone to provide any updates or address concerns
8. Attend and participate in District Board of Supervisor Meetings
9. Be available to any Board Supervisor for open and direct communications regarding any questions they may have
10. Managing the recruiting, hiring, training, oversight, and evaluation of personnel
11. Oversee personnel staff and workplace operations to maintain and improve effectiveness and efficiency
12. Proactively mitigate and manage risk and impact of management and staff turnover
13. Work with assigned contractors to ensure quality service is provided to the community
14. Perform periodic/quarterly performance assessments of contractors who provide work relating to the Improvements and operation thereof
15. Responsible for day-to-day operations, adhering to District budget, and assist in managing vendor Agreements relating to the clubhouse and other Improvements
16. Development of standard operation policies and procedures
17. Full knowledge/awareness of all rules and regulations of the amenities
18. Responsible for enforcing the District Policies and Rules

19. Issue and activate access cards for residents and update security system as needed
20. Monitor the card system
21. Monitor guest and visitor policies and enforce District Policies and Rules
22. Process access card purchase requests

23. Maintain log of all transactions and submit a monthly report to the District Manager
24. Handle all resident requests, inquiries, and complaints regarding the Improvements and related operations
25. Handle after-hours emergency calls
26. Prepare any incident or accident reports and forward to the District Manager
27. The Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns

28. Make regular updates to database and website as they relate to the Improvements and related operations
29. Inform residents of general information, meetings, and community updates
30. Oversee and prepare community newsletter

31. Submit a weekly report to the District Manager
32. Submit a monthly Operations Manager report to the District Manager. Include:
 - a. Maintenance actions
 - b. Administrative actions
 - c. Incidents and issues
 - d. Resident Payment Log
 - e. Recommendations

33. Purchase (via Contractor supplied debit card) supplies, consumables, and other items as approved by the District Manager, and timely review and monthly submission of invoices
34. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment
35. Document, organize, and manage warranties, regular maintenance, and inspections for the Improvements as needed (fire inspections, pest control, mechanical systems, security alarms.)
36. Prepare and obtain quotes for services when directed by the District Manager or Board
37. Access clubhouse needs and provide yearly budgetary input

38. Complete private event rental forms, security deposits, and check-in/out documents
39. Oversee and assist Event Coordinator with creation and implementation of community events and activities
40. The Clubhouse Manager will also be responsible for staffing the private event rentals if staff is required. The Clubhouse Manager or any other staff member who is brought in to staff a rental that operates beyond normal operating hours will be compensated at their normal hourly rate for each event worked. This cost is to be taken out of the rental fee for the event. This cost is not part of the normal operating budget for staffing.

41. Any other duties assigned by District's Board of Supervisors and/or District Manager

_____ **(Place "X" if applicable) – CLUBHOUSE ATTENDANT**

The Clubhouse Attendant shall assist and maintain smooth and effective daily operations of the Improvements. Assist and orient residents in using the amenity Improvements. Assist Clubhouse Manager as needed. Enforce the rules and regulations of the amenity Improvements.

Specific duties of the Clubhouse Attendant include:

1. Meet and greet new and existing homeowners.
2. Assist new homeowners with tours and appropriate "Welcome Home" paperwork.
3. Participate and assist with the operations, special events and activities.
4. Provide administrative services including, but not limited to, updating resident's information, key cards, etc.
5. Perform other routine office procedures to include telephone management, sort/distribute incoming and outgoing mail, copy documents, inventory control of supplies for office equipment, maintenance, cleaning, etc.
6. Provide administrative support to community intranet.
7. Assist with maintenance of operations and procedures guidelines, task schedules and productivity logs.
8. Assist management and team as required.
9. Assist in resident relations and customer service.
10. Responsible for opening and closing procedures.
11. Conduct routine inspections throughout the buildings and outside amenities.
12. Always maintain a spotless appearance of the amenities.
13. Assist with event preparation and clean-up.
14. Take all event reservations, collect monies, and sell tickets for clubhouse events.
15. Empty all interior trash receptacles in the evening.
16. Secure the buildings.
17. Update bulletin boards.
18. Other job-related duties as assigned.

_____ (Place "X" if applicable) – **MAINTENANCE PERSONNEL**

The on-site Maintenance Personnel shall provide the following Services:

1. Conduct routine general maintenance procedures at the Improvements:
 - a. Diagnose & perform minor and routine maintenance/repair in a timely and professional manner.
 - b. Pick up debris around community.
 - b. Responsible for maintaining equipment in good working order.
 - c. Assists with other assigned projects.
 - d. Non-essential duties include other job-related duties as assigned.
2. Provide the following general services, to the extent applicable:
 - a. Swimming Pool Deck: Blow off pool deck, arrange furniture, empty, and clean all receptacles, and adjust umbrellas.
 - b. Picnic Areas and Parks: Empty waste receptacles and pick up debris.
 - c. Main Entrance: pick up debris.
 - d. Tennis, Basketball and Play Courts: Pick up any litter and empty waste receptacles.
 - e. Replace light bulbs.
 - f. Control cobwebs around the Clubhouse.
 - g. Check conditions of roads, sidewalks, and curbs. Report any issues to Clubhouse Manager.
 - h. Parking Lot: Pick up litter, blow off debris.
 - i. Cleaning the outdoor furniture.
 - j. Touch up paint interior and exterior.
 - k. Check playground equipment, empty receptacles, and pick up debris.
 - l. Perform minor repairs to the entrance/exit gates.
 - m. Check and assess street signs, monuments, and informational signs. Report any issues to Clubhouse Manager.
 - n. Perform minor repairs to equipment and Improvements as needed.
3. Work with assigned contractors to ensure quality service is provided to the community.
4. Inspect District common areas and report any problems to the Clubhouse Manager.
5. Prepare any incident or accident reports and forward to the Clubhouse Manager.
6. Display flexibility in handling after-hours emergency calls.
7. Process and manage work orders and update Clubhouse Manager with project status and completion.
8. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment.
9. Clean and sanitize Clubhouse and amenities, as needed.
10. Any other duties assigned by Clubhouse Manager.

_____ **(Place "X" if applicable) - EVENT COORDINATOR**

The Event Coordinator is responsible for developing, organizing, promoting, and managing activities and events for residents and guests. This role provides support to the Clubhouse Manager in the areas of lodge management, financial reporting, administrative, and resident interactive functions. The Event Coordinator's specific duties include:

1. Developing and coordinating the special events, programs, and recreational activities in the community including family events, seasonal and holiday events, small and large group events, charitable and fundraising events.
2. Responsible for all event advertising and related resident communication. Materials and content must be reviewed and approved by the Clubhouse Manager.
3. Provide monthly event financial summaries to Clubhouse Manager.
4. Troubleshoot and smooth issues relating to the successful execution of events.
5. Manage and adhere to budgeted line items associated with events.
6. Facilitating communication with residents including timely e-blasts as needed, community calendar, and event signs. Update web content including web event calendars.
7. Purchase and display of seasonal, event, and activity decorations.
8. Purchase (via Contractor supplied debit card) supplies, consumables, and other items for events as approved by the District, and timely review and monthly submission of invoices.
9. Event Coordinator will report to and discuss purchases and schedule of events with the Clubhouse Manager.
10. Assist Clubhouse Manager with creation of community newsletter and other event emails to community.
11. Assist with the general daily operations, management, and organization of all activities.
12. Assist as required with CDD Board of Supervisors and District Management requests.
13. Assist in coordinating the rental of recreational rooms for private parties and activities, collection of deposits and rentals and accurate accounting.
14. Assist in pre-event coordination with facility renters, stakeholders, or residents to ensure proper equipment set-up, staffing, pre and post maintenance, monitoring, and security.
15. Clean and sanitize Clubhouse and amenities, as needed.
16. Any other duties assigned by Clubhouse Manager.
17. Enforce all CDD Rules and policies.
18. Oversee the issuance of community access ID's.

_____ **(Place "X" if applicable) – SEASONAL POOL ATTENDANTS**

Seasonal Pool Attendants shall provide the following Services:

1. Ensure a presentable overall appearance of the pool area.
2. Check Resident access cards.
3. Monitor the guest and visitor policies.
4. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
5. Enforce the rules and regulations of the facility.
6. Interaction with residents and guests on a day-to-day basis.
7. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
8. Prepare any incident or accident reports and forward them appropriately.
9. Empty trash receptacles.
10. Straighten chairs on pool deck.
11. Report all vandalism or damaged property to Manager immediately.
12. Contact the Manager with any maintenance issues.
13. Ensure restrooms and the pool deck are clean at all times.
14. Clean and sanitize Clubhouse and amenities, as needed.
15. Any other duties assigned by Clubhouse Manager.

The following provisions shall apply to the extent applicable, and based on the Services previously described:

GENERAL STAFFING PROVISIONS

At all times during operation of the Improvements, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. It is understood that the staffing levels set forth herein are included in the Services, and any changes to staffing levels (outside of stated seasonal/intermittent staffing) must be approved by the Board, along with any corresponding compensation adjustment. If a position is temporarily vacant due to staff resignation or termination, Contractor shall use good-faith best efforts to fill the position, shall not charge the District for that position while it is vacant, and shall present to the District a plan for providing the required Services for the duration of the vacancy.

The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of the Clubhouse Manager and other staffing set forth herein. Upon selection of a candidate to fill a particular position, the Contractor shall bring the candidates to the District Manager, providing the resume, background and list of qualifications of the candidate and proposed offer of employment. The compensation shall be as provided for herein unless otherwise approved by the District Board of Supervisors. The District Manager and/or Board of Supervisors may reject any particular candidate for a position, and for any or no reason. The District Manager's or Board's approval or rejection of any candidate does not impute a hiring or firing decision for purposes of employment law or other laws or regulations. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the compensation set forth in **Exhibit B**.

The needs of other properties shall not trump the responsible staffing of the Improvements. Contractor shall not utilize employees hired by Contractor to staff District Improvements at other Contractor properties without the express approval of the District, through its Board. Contractor shall not use District employees (if any), District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. District employees (if any) shall not be utilized for the provision of the Services set forth herein.

The District reserves the right to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, and Contractor shall not be entitled to any compensation in consideration for such election by the District.

All Contractor employees or subcontractors, including but not limited to fitness instructors, shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

It is understood that the provisions herein are intended to encompass all work and labor that are reasonably necessary to provide the Services detailed herein. While every attempt has been made to be as detailed as possible, the parties acknowledge that there may occasionally be unforeseen tasks necessary to ensure efficient and effective management of the Improvements. Contractor affirms that the pricing provided at is inclusive of all services, work, labor, and staffing reasonably necessary to give the

District the full benefit of the Services detailed herein, and any reasonably necessary tasks reasonably construed to fall within the scope of Services.

ADDITIONAL PROVISIONS FOR AMENITIES REVENUES

The Contractor agrees that the Improvements shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Improvements shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Improvements consistent with the terms of this Agreement.

Collection of Revenue. In the course of providing the Services, and subject to the other provisions of this section, the Contractor shall maintain an accurate record of all revenues received from the operation of the Improvements and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Contractor shall keep close accounting of all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point-of-sale system or other applicable system, to support all monthly sales and revenue sharing arrangements, as may be applicable. The Contractor shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. To the extent set forth in **Exhibit C**, the Contractor shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Contractor of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Contractor shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Contractor may: (1) directly collect such amenity fees, (2) use a third party provider to assist with electronic collection of such amenity fees (e.g., PayPal), or (3) with prior written notice to and consent of the Contractor, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Contractor shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of the District Manager, and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor's services).

Tax-Exempt Status. The District agrees to pay any applicable ad valorem taxes, unless the Improvements are subject to ad valorem taxation as a result of the Contractor's failure to abide by the terms of this Agreement or the District's rules or policies, in which case the Contractor shall be responsible for the payment of ad valorem taxes.

ADDITIONAL PROVISIONS FOR BUDGET PREPARATION

Within 30 days of execution of this Agreement for the current Fiscal Year of this Agreement, and prior to April 15th for each subsequent Fiscal Year, the Contractor shall prepare an annual operating budget estimating the revenues and expenses relating to the Improvements and for the upcoming Fiscal Year. At the request of the District, the Contractor shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

ADDITIONAL PROVISIONS FOR PURCHASING

The District Manager shall directly pay vendors for all expenses associated with operating and maintaining the Improvements. If the Contractor desires that a purchase be made by the District for an expense associated with operating and maintaining the Improvements, the Contractor shall make the request of the District Manager, detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof.

Petty Cash. For small or emergency purchases (i.e., those less than \$500), the Contractor shall have the authority to make payment directly to vendors for expenses associated with operating and maintaining the Improvements, using a petty cash account ("**Petty Cash Account**") and/or, at the District's discretion, credit card ("**Petty Cash Credit Card**"), as described in this paragraph. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars at any given time and that shall be established in such a manner to allow the Contractor, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Contractor a District Petty Cash Credit Card with a one thousand dollar limit. The Clubhouse Manager, on behalf of the Contractor, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card. To the extent feasible, the Contractor shall take all necessary steps to ensure that any petty cash purchases are made on a tax exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. The Contractor shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the District's Budget or by the Board.

ADDITIONAL PROVISIONS FOR AQUATIC MANAGEMENT SERVICES

The Contractor shall oversee the management of the District's swimming amenities (e.g., the swimming pool, etc.) (together, "**Aquatic Improvements**"), including such tasks as checking in and monitoring patrons, responding to first aid situations, enforcement of the District's policies and procedures, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such Services. Contractor and its employees shall be responsible for pool cleaning, brushing, and chemical readings consistent with Florida laws and regulations and best practices.

Pool Maintenance. The Contractor shall ensure that the chemical and filtration systems at the District's pool Improvements are maintained in good working order and all pool Improvements maintain a clean and sanitary condition, in accordance with all applicable rules, regulations, laws, and permits, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s). Alternatively, the Contractor shall assist the District in hiring a contractor to provide such services.

Pool Monitors/Attendants. Contractor shall provide for pool monitor/attendant staffing at the Aquatics Improvements as needed and to the extent provided for in this **Exhibit A** and in **Exhibit B**. Pool monitor/attendant duties shall include, but are not limited to, providing excellent customer service, straightening pool furniture, collecting trash, performing opening and closing duties, signing residents and guests in and out as needed, ensuring forms and supplies are stocked, and enforcing District rules and

policies.

Lifeguard Staffing and Responsibilities. If requested by the District, Contractor shall provide for lifeguard staffing at the Aquatics Improvements according to terms provided for herein and in the Exhibits hereto. Lifeguard staffing duties shall include, but are not limited to, providing excellent customer service, monitoring Patrons at the Aquatic Improvements and related areas, performing all duties in accordance with American Red Cross Lifeguarding Standards, maintaining consistent surveillance of patrons in the facility; acting immediately and appropriately to secure safety of patrons in the event of emergency, providing emergency care and treatment as required until the arrival of emergency medical services, and enforcing District rules and policies. Lifeguard compensation will be billed monthly, consistent with the terms of this Agreement and as set forth in **Exhibit B₂** and based on actual hours worked rather than a flat monthly amount. Contractor will supply a monthly report generated and used by its accounting/payroll department, in order to validate the name of the guards that worked, the Contractor's billable-hourly rate for each lifeguard, and the total hours worked at the Aquatic Improvements. This back up shall be included with each monthly invoice. The budget numbers in **Exhibit B** assume Contractor determined appropriate and safe levels of staffing lifeguards at the Aquatic Improvements from Spring Break through the last weekend in October each year, with "full" daily staffing expected at the Recreational Center and weekend staffing in October anticipated for the Aquatics Center.

Other Duties. Contractor shall also be responsible for performing light cleaning including such tasks as spraying of deck areas each day, straightening deck furniture, and immediately reporting any conditions or practices that are unsafe. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the Aquatic Improvements' seasonal schedule and Red Cross Lifeguarding Standards. All personnel employed by Contractor under this Agreement shall have current and up to date certifications and undergo FDLE and criminal background checks. Failure to provide sufficient staffing to enable the pool to open as required may result in termination of this Agreement.

Certification. All personnel performing any of the Services hereunder shall be certified in accordance with Florida statutes and regulations and shall be in full compliance with all relevant Federal, State, and local statutes, regulations, and rules, including but not limited to American Red Cross, or similar industry-accepted, CPR and first aid training. Contractor shall provide the District with documentation demonstrating compliance with this section if requested. Should Contractor fail to comply, or to demonstrate compliance, the District may immediately terminate this Agreement for cause. The Contractor shall be permitted to conduct all necessary training and certification classes, utilizing the District's Improvements, so long as it does not interfere with other contracted or scheduled events.

Payment for Closure. If the Aquatic Improvements are open later than expected or closed earlier than expected, or for a period of time, on any given day during the term of this Agreement (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which are not staffed.

ADDITIONAL PROVISIONS FOR YOUTH ACTIVITIES

With the District's prior approval, the Contractor may provide youth activities such as recreational day camps, story time, and arts and crafts activities, subject to the following:

- The Contractor shall conduct a background check for all potential applicants for staff positions hired to assist with children's recreational programs or activities involving minor children, and shall follow all procedures set forth in this section with respect to volunteers and employees.
- At least one Contractor employee assisting with a children's program or activity shall be certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District.
- The Contractor shall adhere to all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children; shall maintain any required licenses or other approvals necessary for such programs or activities; and shall otherwise comply with all of the requirements of this Agreement. To the extent the District is also required to obtain a license or approval, the Contractor shall notify the District of such requirement and assist the District in obtaining any required license or approval.

Volunteer and Employee Screening Procedure

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Contractor:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor Improvements during activities involving minors.
- Will endeavor to release minors (here, minors is defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom Improvements and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off of District

property.

- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.

- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

ADDITIONAL PROVISIONS FOR ALCOHOL SALES

With the District's prior written approval, catered functions for patrons may be held where alcohol is provided. The Contractor shall not be responsible for the provision of alcohol in connection with such events, but instead shall assist the District in contracting with caterers who have the necessary licenses and appropriate insurance. In doing so, the Contractor shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages, and shall maintain and verify the receipt of any required licenses or other approvals necessary for the sale and service of alcoholic beverages, and shall otherwise comply with all of the requirements of this Agreement. Further, the Contractor shall ensure that caterers are aware of the following requirements:

- At all functions where alcohol is served, there will be no less than one (1) bartender for every seventy-five (75) people for hosted bars and one (1) bartender for every one hundred (100) people for cash bars, and there will be no bartender or server fees, except to the extent that such fees are based on an hourly rate and in no way tied to the number of drinks served;
- Bartenders/Servers are not to serve any individuals that are under twenty-one (21) years of age;
- Bartenders/Servers are not to serve any individuals that appear intoxicated;
- All bartenders and wait staff, and all event staff at special events, must receive alcohol-awareness training; and
- The Contractor shall develop and implement an official board approved policy for safe alcohol consumption and guidelines for handling intoxicated guests.

EXHIBIT B
Schedule of Fees

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of October 1 to September 30.
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Total Annual Cost:	\$ 26,000
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One-time Payroll Deposit ⁽³⁾	\$ N/A
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(1). Budgeted Personnel: These budgeted costs reflect full personnel levels required to perform the services outlined in this Agreement. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

(2). General Management and Oversight: The costs associated with the Contractor's expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Payroll Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs.

The District shall be responsible for any of the following costs associated with the operation of the amenity Improvements:

Pre-employment Testing: Background and substance abuse reports shall be ordered for candidates identified to fill amenity positions.

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Office Equipment: Personnel will require a dedicated computer, printer, and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

EXHIBIT C
HOA Addendum

[RESERVED.]

EXHIBIT D
Format for Monthly Report

Clubhouse Operations/Maintenance Updates

- [LIST APPLICABLE ITEMS]

Full Community Walkthroughs/Checks

- [LIST DATES & APPLICABLE ITEMS]

Pool & Pool Deck Checks

- [LIST DATES & APPLICABLE ITEMS]

Vendor Services Performed and/or Site Visits

- [LIST VENDOR(S), DATES & APPLICABLE ITEMS]

Board of Supervisor's Requests

- [LIST DATES & APPLICABLE ITEMS]

Resident Requests

- [LIST DATES & APPLICABLE ITEMS]

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2024**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2024**

	General Fund	Specital Revenue Fund	Total Governmental Funds
ASSETS			
Cash	\$ 8,170	\$ -	8,170
Undeposited funds	1,136	-	1,136
Due from FSF Gateway	2,336	1,368	3,704
Due from Kolter Land Partner	1,403	876	2,279
Due from KCA Icebox SUA1	409	327	736
Due from general fund	-	1,329	1,329
Utility deposit	-	500	500
Total assets	<u>\$ 13,454</u>	<u>\$ 4,400</u>	<u>\$ 17,854</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 5,830	\$ 1,950	\$ 7,780
Due to Kolter LP	60	-	60
Due to KCA Icebox SUA1	25	-	25
Due to FSF gateway	89	-	89
Due to special revenue fund	1,329	-	1,329
Landowner advance - Kolter	6,000	673	6,673
Landowner advance - FSF Gateway	-	994	994
Landowner advance - KCA Icebox SUA1	-	283	283
Total liabilities	<u>13,333</u>	<u>3,900</u>	<u>17,233</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	3,067	1,705	4,772
Deferred receipts - A. Karis- Add. Land	1,081	866	1,947
Total deferred inflows of resources	<u>4,148</u>	<u>2,571</u>	<u>6,719</u>
Fund balances:			
Unassigned	<u>(4,027)</u>	<u>(2,071)</u>	<u>(6,098)</u>
Total fund balances	<u>(4,027)</u>	<u>(2,071)</u>	<u>(6,098)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,454</u>	<u>\$ 4,400</u>	<u>\$ 13,454</u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution - C1 (A Karis) Add'l land	\$ 168	\$ 749	\$ 2,189	34%
Developer contribution	1,514	11,717	37,101	32%
Total revenues	<u>1,682</u>	<u>12,466</u>	<u>39,290</u>	32%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	1,000	7,000	12,000	58%
Legal	1,474	1,900	7,500	25%
Engineering	286	286	5,000	6%
Audit	-	-	5,000	0%
Telephone	16	116	200	58%
Postage	-	-	500	0%
Printing & binding	42	292	500	58%
Legal advertising	-	276	1,500	18%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	4	12	500	2%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total expenditures	<u>2,822</u>	<u>15,962</u>	<u>39,290</u>	41%
Excess/(deficiency) of revenues over/(under) expenditures	(1,140)	(3,496)	-	
Fund balances - beginning	(2,887)	(531)	-	
Fund balances - ending	<u>\$ (4,027)</u>	<u>\$ (4,027)</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 APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution - C1 (A Karis) Add'l land	\$ 39	\$ 311	\$ 5,801	5%
Developer contribution	242	4,786	98,365	5%
Total revenues	<u>281</u>	<u>5,097</u>	<u>104,166</u>	5%
EXPENDITURES				
Field operations and maintenance				
Field operations manager	-	-	7,500	0%
Stormwater management				
Wet ponds	1,950	5,850	3,500	167%
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	308	917	-	N/A
Signalization electricity	76	401	-	N/A
Total expenditures	<u>2,334</u>	<u>7,168</u>	<u>104,166</u>	7%
Excess/(deficiency) of revenues over/(under) expenditures	(2,053)	(2,071)	-	
Fund balances - beginning	(18)	-	-	
Fund balances - ending	<u>\$ (2,071)</u>	<u>\$ (2,071)</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 Regular Meeting and Audit Committee Meeting on March 19, 2024 at 2:30 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997.

Present at the meeting:

William Fife (via telephone)	Chair
Tim Smith	Vice Chair
Michael Caputo	Assistant Secretary
Jon Seifel	Assistant Secretary

Also present:

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:34 p.m.

Supervisors Smith, Seifel and Caputo were present. Supervisor Fife was attending via telephone. Supervisor Long was not present.

Mr. Kantarzhi noted that the Oath of Office was administered to Mr. Fife prior to the meeting.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor William (Bill) Fife (the following will also be included in separate package)

This item was addressed during the First Order of Business.

Mr. Fife is familiar with the following:

A. Required Ethics Training and Disclosure Filing

- Sample Form 1 2023/Instructions

B. Membership, Obligation and Responsibilities**C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees****D. Form 8B – Memorandum of Voting Conflict for County, Municipal and other Local Public Officers****FOURTH ORDER OF BUSINESS****Recess Regular Meeting/Commencement
of Audit Selection Committee Meeting**

On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the Regular Meeting recessed and the Audit Selection Committee Meeting commenced.

FIFTH ORDER OF BUSINESS**Review of Responses to Request for
Proposals (RFP) for Annual Audit Services****A. Affidavit of Publication****B. RFP Package****C. Respondents****I. Berger, Toombs, Elam, Gaines & Frank****II. Grau & Associates**

Mr. Kantarzhi stated that he and Ms. Cerbone having experience working with both respondents. He shared his scores and ranking recommendations. He scored each respondent full points in each category, except he scored Berger, Toombs, Elam, Gaines & Frank (BTEGF) one point less in the “Ability To Furnish Required Services” and the “Price” categories, as BTEGF was late in filing the audits for a few of District Management’s clients and Grau & Associates (Grau) was the lowest priced bidder with bonds.

D. Auditor Evaluation Matrix/Ranking

Mr. Kantarzhi’s scores and ranking were as follows:

#1	Grau & Associates	100 Points
#2	Berger, Toombs, Elam, Gaines & Frank	98 Points

On MOTION by Mr. Smith and seconded by Mr. Seifel with all in favor, accepting Mr. Kantarzhi's scores and ranking of the respondents to the Request for Proposals for Annual Audit Services, as the Audit Committee's scores and ranking, was approved.

SIXTH ORDER OF BUSINESS**Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting**

On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the Audit Selection Committee Meeting terminated and the Regular Meeting reconvened.

SEVENTH ORDER OF BUSINESS**Consider Recommendation of Audit Selection Committee**

- Award of Contract**

Mr. Kantarzhi presented the Audit Selection Committee's scores, ranking and recommendation, as follows:

#1	Grau & Associates	100 Points
#2	Berger, Toombs, Elam, Gaines & Frank	98 Points

On MOTION by Mr. Smith and seconded by Mr. Seifel with all in favor, accepting the Audit Selection Committee's scores, ranking and recommendation as the Board's own and awarding the Annual Audit Service contract to Grau & Associates, the #1 ranked respondent to the RFP for Annual Audit Services, was approved.

EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of January 31, 2024**

On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the Unaudited Financial Statements as of January 31, 2024, were accepted.

NINTH ORDER OF BUSINESS**Approval of February 20, 2024 Regular Meeting Minutes**

On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the February 20, 2024 Regular Meeting Minutes, as presented, were approved.

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118
119 ▪ **Consideration of United Land Services Proposal**

120 **This item was an addition to the agenda.**

121 Mr. Kantarzhi distributed and presented the United Land Services (ULS) revised proposal
122 for landscape maintenance and irrigation services and stated that ULS attended an on-site
123 meeting last week to inspect the property. Asked about the Dixie Landscape contract, Mr.
124 Kantarzhi stated that it was never executed. It was noted that Miller Construction is handling
125 the landscape maintenance.

126
127 **On MOTION by Mr. Smith and seconded by Mr. Seifel with all in favor, the**
128 **United Land Services Revised Proposal for Landscape Maintenance and**
129 **Irrigation Services and entering into an agreement with United Land Services,**
130 **were approved.**

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132
133 **TENTH ORDER OF BUSINESS**

133 **Staff Reports**

134
135 **A. District Counsel: Kutak Rock LLP**

136 Mr. Earlywine asked if the Board wants proceed in another direction regarding how the
137 residential piece in the west is being handled. Mr. Smith stated that it is still being sorted out
138 with the County. If it becomes a lengthy process, they might proceed with a boundary
139 amendment to formally bring in the 12-acre Karis piece and the IND-3 piece as soon as it is
140 approved on the HOA property.

141 Discussion ensued regarding finalizing acquisition packages for internal CDD roads, the
142 additional roadway maintenance costs added into the proposed Fiscal Year 2025 budget and
143 there being no issue with that if it is determined the roadway warranty is not assignable to the
144 CDD, as the CDD will receive a certificate on the roadway condition in the Bill of Sale.

145 **B. District Engineer: The Osborn Engineering Company**

146 There was no report.

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

- 148 • **NEXT MEETING DATE: April 16, 2024 at 2:30 PM**

- 149 ○ **QUORUM CHECK**

150 The next meeting will be held on April 16, 2024, unless cancelled.

151 Mr. Kantarzhi and Ms. Cerbone discussed upcoming agenda items.

152 Supervisors should expect an email from the Commission on Ethics in April regarding
153 registration and the process for filing Form 1 electronically.

154

155 **ELEVENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

156

157 There were no Board Members' comments or requests.

158

159 **TWELFTH ORDER OF BUSINESS**

Public Comments

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161 No members of the public spoke.

162

163 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

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166 On MOTION by Mr. Smith and seconded by Mr. Seifel, with all in favor, the
167 meeting adjourned at 2:51 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

172
173
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176

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 CANCELED	Regular Meeting	2:30 PM
May 21, 2024 CANCELED NO QUORUM	Regular Meeting	2:30 PM
June 3, 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