

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

May 20, 2025

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 13, 2025

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 May 20, 2025 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. Administration of Oath of Office to Elected Supervisors [Josh Long - Seat 3, Jon Seifel - Seat 4] *(the following to be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filling
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations 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
4. Acceptance of Resignation of Michael Caputo [Seat 5]
5. Consider Appointment of Luis Carcamo to Fill Unexpired Term of Seat 5; *Term Expires November 2028*
 - Administration of Oath of Office to Luis Carcamo
6. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
7. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
8. Consideration of Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

ATTENDEES:

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

9. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
10. Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
11. Presentation of Audited Financial Statements for the Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
 - A. Consideration of Resolution 2025-06, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2024
12. Ratification Items
 - A. Easement Agreement [Dev & HOA to CDD]
 - B. First Amendment to Restated CDD Development Agreement
 - C. South Florida Gateway Industrial, LLC Boundary Amendment Funding Agreement
 - D. Superior Waterway Services, Inc. Amendment to Agreement for Aquatic Management Services
 - E. United Land Services, LLC First Amendment to Landscape & Irrigation Services Agreement
13. Acceptance of Unaudited Financial Statements as of March 31, 2025
14. Approval of Minutes
 - A. August 20, 2024 Public Hearing and Regular Meeting
 - B. November 5, 2024 Landowners' Meeting
15. 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 17, 2025 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	LUIS CARCAMO	☐ IN PERSON	☐ PHONE	☐ NO

16. Board Members' Comments/Requests
17. Public Comments
18. Adjournment

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

Sincerely,



Andrew Kantarzhi
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 867 327 4756

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

3

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF WATERSIDE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Waterside Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

4

01/21/2025

To: CDD Board of Supervisors

Dear Board of Supervisors,

I, Michael Caputo, submit my resignation from the following CDD boards effective 01/24/2025.

- Stellar North CDD
- Parker Pointe CDD
- Antillia CDD
- Reflection Bay CDD
- Malabar Springs CDD
- Waterside CDD
- Verano 2 CDD
- Verano Center CDD

Sincerely,



Michael Caputo

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Waterside Community Development District ("**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, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

Josh Long	Seat 3	100 Votes
Jon Seifel	Seat 4	50 Votes
Michael Caputo	Seat 5	100 Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

Josh Long	Seat 3	4-Year Term
Jon Seifel	Seat 4	2-Year Term
Michael Caputo	Seat 5	4-Year Term

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

PASSED AND ADOPTED this 20th day of May, 2025.

Attest:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-02

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

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

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

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

SECTION 1. The following is/are elected as Officer(s) of the District effective May 20, 2025:

_____	is elected Chair
_____	is elected Vice Chair
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 20, 2025:

_____ Michael Caputo	_____ Assistant Secretary
_____ Cindy Cerbone	_____ Assistant Secretary

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

Craig Wrathell is Secretary

Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 20th day of May, 2025.

ATTEST:

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026, 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, 2025, a proposed operating budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); 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 2025/2026 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 20th day of May, 2025.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A

Fiscal Year 2025/2026 Budget

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

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

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Developer contribution - C1 (A Karis) Add'l land	\$ 2,870	\$ 712	\$ 1,665	\$ 2,377	\$ 2,503
Developer contribution	48,640	25,545	28,221	53,766	52,537
Total revenues	<u>51,510</u>	<u>26,257</u>	<u>29,886</u>	<u>56,143</u>	<u>55,040</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	24,000	12,000	12,000	24,000	24,000
Legal	7,500	1,721	5,779	7,500	7,500
Engineering	5,000	3,684	1,316	5,000	5,000
Audit	5,000	-	5,000	5,000	5,500
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	370	1,130	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,720	5,408	-	5,408	6,750
Meeting room rental	-	195	500	695	1,000
Contingencies/bank charges	500	611	750	1,361	1,500
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total expenditures	<u>51,510</u>	<u>25,219</u>	<u>27,535</u>	<u>52,754</u>	<u>55,040</u>
Net increase/(decrease) of fund balance	-	1,038	2,351	3,389	-
Fund balance - beginning (unaudited)	-	(3,389)	(2,351)	(3,389)	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (2,351)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**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	5,500
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	6,750
The District will obtain public officials and general liability insurance.	
Meeting room rental	1,000
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
ADA compliance	210
Total expenditures	<u><u>\$ 55,040</u></u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - INDUSTRIAL BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Developer contribution - C1 (A Karis) Add'l land	\$ 12,238	\$ 1,895	\$ 9,237	\$ 11,132	\$ 12,034
Developer contribution	207,484	75,437	156,597	232,034	252,720
Total revenues	<u>219,722</u>	<u>77,332</u>	<u>165,834</u>	<u>243,166</u>	<u>264,754</u>
EXPENDITURES					
Professional & administrative					
Field operations manager	8,000	15,167	13,000	28,167	36,000
Field operations accounting	2,000	-	2,000	2,000	2,000
Landscape inspection	18,000	-	18,000	18,000	-
Wet ponds	15,000	7,325	8,790	16,115	17,580
Dry ponds	7,074	-	3,500	3,500	7,074
Streetlighting	18,600	6,052	8,500	14,552	18,600
Landscape maintenance	112,548	62,614	73,500	136,114	145,000
Arbor care/tree trimming	5,000	-	2,500	2,500	5,000
Plant replacement	5,000	-	2,500	2,500	5,000
Irrigation water	12,000	-	6,000	6,000	12,000
Irrigation repairs	2,500	1,107	1,500	2,607	2,500
Force main repairs	2,500	-	1,500	1,500	2,500
Roadway and monument maintenance	10,000	-	5,000	5,000	10,000
Industrial electricity	1,500	386	700	1,086	1,500
Total expenditures	<u>219,722</u>	<u>92,651</u>	<u>146,990</u>	<u>239,641</u>	<u>264,754</u>
Net increase/(decrease) of fund balance	-	(15,319)	18,844	3,525	-
Fund balance - beginning (unaudited)	-	(3,525)	(18,844)	(3,525)	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (18,844)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

EXPENDITURES

Field operations and maintenance

Field operations manager	\$ 36,000
Field operations accounting	2,000
Stormwater management	
Wet ponds	17,580
Dry ponds	7,074
Streetlighting	18,600
FPL Lighting Agreement	
Landscaping and irrigation maintenance	
Landscape maintenance	145,000
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>\$264,754</u></u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
LANDOWNER/DEVELOPER CONTRIBUTION COMPARISON
PROJECTED FISCAL YEAR 2026 LANDOWNER/DEVELOPER CONTRIBUTIONS**

Landowner/Developer Contribution					
Parcel	Developable Acres	FY 2026 GF Contribution per Acre	FY 2026 SRF-Industrial Contribution per Acre	FY 2026 Total Contribution per Acre	FY 2025 Total Contribution per Acre
A-1	1.43	\$ 313.89	\$ 1,509.86	\$ 1,823.75	\$ 1,546.81
B-1	17.29	313.89	1,509.86	1,823.75	1,546.81
B-2	15.72	313.89	1,509.86	1,823.75	1,546.81
C1 (Retail)	9.84	313.89	1,509.86	1,823.75	1,546.81
C1 (A Karis)	12.80	313.89	1,509.86	1,823.75	1,546.81
C1 (A Karis) Additional Land	7.97	313.89	1,509.86	1,823.75	1,546.81
Ind 1	38.44	313.89	1,509.86	1,823.75	1,546.81
Ind 2	39.60	313.89	1,509.86	1,823.75	1,546.81
Ind 3	32.26	313.89	1,509.86	1,823.75	1,546.81
Total	175.35				

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-04

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 2025/2026 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 2025/2026 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 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 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 20th day of May, 2025.

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 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2025	Regular Meeting	2:30 PM
November 18, 2025	Regular Meeting	2:30 PM
December 16, 2025	Regular Meeting	2:30 PM
January 20, 2026	Regular Meeting	2:30 PM
February 17, 2026	Regular Meeting	2:30 PM
March 17, 2026	Regular Meeting	2:30 PM
April 21, 2026	Regular Meeting	2:30 PM
May 19, 2026	Regular Meeting	2:30 PM
June 16, 2026	Regular Meeting	2:30 PM
July 21, 2026	Regular Meeting	2:30 PM
August 18, 2026	Regular Meeting	2:30 PM
September 15, 2026	Regular Meeting	2:30 PM

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSIDE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Waterside Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

- 1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of May, 2025.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/20/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

11

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA**

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-5
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	6
Statement of Activities	7
Fund Financial Statements:	
Balance Sheet – Governmental Funds	8
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	9
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	10
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	11
Notes to the Financial Statements	12-17
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	18
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Special Revenue Fund	19
Notes to Required Supplementary Information	20
OTHER INFORMATION	
Data Elements required by FL Statute 218.39 (3) (c)	21
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	22-23
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	24
MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	25-26



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 W. Yamato Road ▪ Suite 301
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Waterside Community Development District
Martin County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Waterside Community Development District, Martin County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 21, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

 Brian J. Associates

April 21, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Waterside Community Development District, Martin County, Florida ("District") provides a narrative overview of the District's financial activities for the period ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

The District was established effective February 1, 2022 by Ordinance 1175 of the Board of Commissioners of Martin County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and no audit was required for the prior fiscal year. As a result, the balances as of and for the fiscal year ended September 30, 2023 are unaudited.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$6,915).
- The change in the District's total net position was (\$6,518), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of (\$6,915) a decrease of (\$6,518). The total fund balance is non-spendable for deposits and the remaining fund balance is unassigned deficit fund balance in the general and special revenue funds as of September 30, 2024.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental fund for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and special revenue fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general and special revenue funds. A budgetary comparison schedule has been provided for the general and special revenue funds to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2024	2023 (Unaudited)
Current and other assets	\$ 58,612	\$ 20,729
Total assets	58,612	20,729
Current liabilities	65,527	21,126
Total liabilities	65,527	21,126
Net position		
Unrestricted	(6,915)	(397)
Total net position	\$ (6,915)	\$ (397)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position decreased during the most recent fiscal year. The majority of the decrease is attributed to the cost of operations exceeding program revenues.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2024	2023 (Unaudited)
Revenues:		
Program revenues		
Operating grants and contributions	\$ 102,088	\$ 45,777
Total revenues	102,088	45,777
Expenses:		
General government	33,240	43,293
Maintenance and operations	75,366	-
Total expenses	108,606	43,293
Change in net position	(6,518)	2,484
Net position - beginning	(397)	(2,881)
Net position - ending	\$ (6,915)	\$ (397)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$108,606. The costs of the District's activities were funded by program revenues, which are comprised of Developer contributions. The majority of the increase in expenses is attributed to maintenance and operation costs that were not incurred in the prior year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2024 did not exceed appropriations. Actual special revenue fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District anticipates that operations will increase in the subsequent year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have questions about this report or need additional financial information, contact the Waterside Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 37,993
Interest receivable	500
Due from Developer	<u>20,119</u>
Total assets	<u>58,612</u>
 LIABILITIES	
Accounts payable	49,854
Due to Developer	7,991
Developer advance	<u>7,682</u>
Total liabilities	<u>65,527</u>
 NET POSITION	
Unrestricted	<u>(6,915)</u>
Total net position	<u><u>\$ (6,915)</u></u>

See notes to the financial statements

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>	<u>Operating Grants and Contributions</u>	Net (Expense) Revenue and Changes in Net Position
				<u>Governmental Activities</u>
Primary government:				
Governmental activities:				
General government	\$ 33,240	\$ 102,088	\$	68,848
Maintenance and operations	75,366	-		(75,366)
Total governmental activities	<u>108,606</u>	<u>102,088</u>		<u>(6,518)</u>
Change in net position				(6,518)
Net position - beginning				<u>(397)</u>
Net position - ending				<u>\$ (6,915)</u>

See notes to the financial statements

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	Major Funds		Total
	General	Special Revenue	Governmental Funds
ASSETS			
Cash	\$ 37,993	\$ -	\$ 37,993
Deposits	-	500	500
Due from other funds	-	29,822	29,822
Due from Developer	8,451	11,668	20,119
Total assets	<u>\$ 46,444</u>	<u>\$ 41,990</u>	<u>\$ 88,434</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 10,314	\$ 39,540	\$ 49,854
Due to other funds	29,822	-	29,822
Unearned Revenue	3,657	4,025	7,682
Due to Developer	6,040	1,951	7,991
Total liabilities	<u>49,833</u>	<u>45,516</u>	<u>95,349</u>
Fund balances:			
Nonspendable:			
Deposits	-	500	500
Unassigned	(3,389)	(4,026)	(7,415)
Total fund balances	<u>(3,389)</u>	<u>(3,526)</u>	<u>(6,915)</u>
Total liabilities and fund balances	<u>\$ 46,444</u>	<u>\$ 41,990</u>	<u>\$ 88,434</u>

See notes to the financial statements

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

Fund balance - governmental funds	\$ (6,915)
Amounts reported for governmental activities in the statement of net position are different because:	
Net position of governmental activities	<u>\$ (6,915)</u>

See notes to the financial statements

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

	Major Funds		Total
	General	Special Revenue	Governmental Funds
REVENUES			
Developer contributions	\$ 30,248	\$ 71,840	\$ 102,088
Total revenues	30,248	71,840	102,088
EXPENDITURES			
Current:			
General government	33,240	-	33,240
Maintenance	-	75,366	75,366
Total expenditures	33,240	75,366	108,606
Excess (deficiency) of revenues over (under) expenditures	(2,992)	(3,526)	(6,518)
Fund balances - beginning	(397)	-	(397)
Fund balances - ending	\$ (3,389)	\$ (3,526)	\$ (6,915)

See notes to the financial statements

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ (6,518)
--	------------

Amounts reported for governmental activities in the statement of activities
are different because:

Change in net position of governmental activities	<u>\$ (6,518)</u>
---	-------------------

See notes to the financial statements

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Waterside Community Development District ("District") was established effective February 1, 2022 by Ordinance 1175 of the Board of Commissioners of Martin County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2024, all of the Board members are affiliated with KL Waterside LLC ("Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Fund

This fund accounts for the activity and operations associated with industrial expenditures.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 – INTERFUND RECEIVABLES AND PAYABLES

Interfund receivables and payables at September 30, 2024 were as follows:

Fund	Receivable	Payable
General	\$ -	\$ 29,822
Special Revenue	29,822	-
Total	<u>\$ 29,822</u>	<u>\$ 29,822</u>

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the balances between the general fund and the special revenue fund represent amounts collected in the general fund that are owed to the special revenue fund.

NOTE 6 – DEVELOPER TRANSACTIONS AND CONCENTRATIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$30,248 including a receivable of \$8,451. Developer contributions to the special revenue fund were \$71,840 including a receivable of \$11,668. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 7 – MANAGEMENT COMPANY

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 8 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer Contribution	\$ 39,290	\$ 30,248	\$ (9,042)
Total revenues	<u>39,290</u>	<u>30,248</u>	<u>(9,042)</u>
EXPENDITURES			
Current:			
General government	39,290	33,240	6,050
Total expenditures	<u>39,290</u>	<u>33,240</u>	<u>6,050</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	(2,992)	<u>\$ (2,992)</u>
Fund balance - beginning		<u>(397)</u>	
Fund balance - ending		<u>\$ (3,389)</u>	

See notes to required supplementary information

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – SPECIAL REVENUE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 104,166	\$ 71,840	\$ (32,326)
Total revenues	<u>104,166</u>	<u>102,088</u>	<u>(2,078)</u>
EXPENDITURES			
Current:			
Maintenance	104,166	75,366	28,800
Total expenditures	<u>104,166</u>	<u>75,366</u>	<u>28,800</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	26,722	<u>\$ 26,722</u>
Fund balance - beginning		<u>(397)</u>	
Fund balance - ending		<u>\$ 26,325</u>	

See notes to required supplementary information

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general and special revenue funds. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2024 did not exceed appropriations. Actual special revenue fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**WATERSIDE COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	3
Employee compensation	\$0
Independent contractor compensation	\$24,807
Construction projects to begin on or after October 1; (\$65K)	None
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt service - N/A
Special assessments collected	
Outstanding Bonds:	N/A



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 W. Yamato Road ▪ Suite 301
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Waterside Community Development District
Martin County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Waterside Community Development District, Martin County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 21, 2025

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

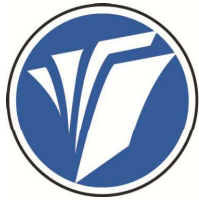
As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bhav & Associates

April 21, 2025



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 W. Yamato Road ▪ Suite 301
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Waterside Community Development District
Martin County, Florida

We have examined Waterside Community Development District, Martin County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Waterside Community Development District, Martin County, Florida and is not intended to be and should not be used by anyone other than these specified parties

Grau & Associates

April 21, 2025



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 W. Yamato Road ▪ Suite 301
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Waterside Community Development District
Martin County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Waterside Community Development District, Martin County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated April 21, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 21, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Waterside Community Development District, Martin County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Waterside Community Development District, Martin County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

April 21, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

N/A – First year audit.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

N/A – First year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 21.

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

11A

RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE
AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

WHEREAS, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Statements for Fiscal Year 2024;

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

1. The Audited Financial Statements for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and
2. A verified copy of said Audited Financial Statements for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 20th day of May, 2025.

ATTEST:

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A



This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of the 26th day of July, 2024, by **KL WATERSIDE LLC**, a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Landowner**"), **SOUTH FLORIDA GATEWAY PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Association**," and together with Landowner, "**Grantor**"), and **WATERSIDE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Martin County, Florida, and whose mailing address is c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the community; and

WHEREAS, for the benefit of Grantee and its landowners and residents, and consistent with the Plat, Grantor desires to grant to Grantee certain easement rights to access and maintain the master drainage and other improvements ("**Improvements**"), located within certain easement areas identified herein; and

WHEREAS, Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. Grant of Non-Exclusive Easement. Grantor (to the extent of Landowner's rights and Association's rights if any), hereby grants to the District, its successors, and assigns, the following "**Easements**" on the areas ("**Easement Areas**") identified below:

- a) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain "Access and Drainage Easements," "Drainage Easements" and "Landscape Buffer Easements," identified in the plat known as South Florida Gateway PUD-Plat, as recorded at Plat Book 19, Pages 56-61, of the Official Records of Martin County, Florida ("Gateway Plat"); and
- b) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain "Drainage and Access Easements," "Drainage Easements" and "Landscape Buffer Easements," identified in the plat known as South Florida Gateway PUD-Plat C Lots, as recorded at Plat Book 19, Pages 90-92, of the Official Records of Martin County, Florida ("C-Lot Plat," together with Gateway Plat, "Plat"); and

The Grantee shall be responsible for the ownership and maintenance of the Improvements, however, if the Grantee fails to maintain the Improvements, the Landowner and/or Association may (without obligation) maintain the Improvements and be reimbursed for its actual costs of same by Grantee within thirty (30) days of receipt of invoice from Landowner or Association, as applicable.

3. Inconsistent Use. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. Beneficiaries of Easement Rights. This Agreement shall be for the nonexclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Agreement.

5. Binding Effect. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the Easement Areas, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Areas.

6. Default. A default by any Party under this Agreement, which default remains uncured ten (10) days following receipt of notice from the other party regarding same, shall entitle the other party to all remedies available at law or in equity, which may include but not be

limited to the right of actual damages, injunctive relief and/or specific performance, but shall specifically exclude special, consequential or punitive damages.

7. Enforcement of Agreement. In the event that either Grantee or Grantor seeks to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

10. Controlling Law; Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Martin County, Florida.

11. Public Records. Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. Binding Effect. This Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto, and recorded in the Public Records of Martin County, Florida.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

17. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

KL WATERSIDE LLC, a Delaware limited liability company

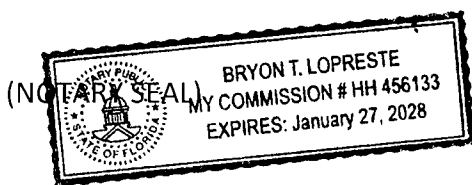

 Name: Dana Rhodes
 Address: 14025 Riveredge Dr. #175
 Tampa, FL 33637

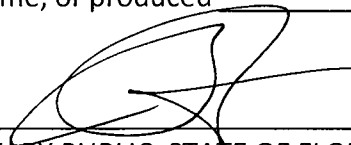
By: 
 Name: James P. Harvey
 Title: Authorized Signatory


 Name: Bryon T. LoPreste
 Address: 14025 Riveredge Dr. #175
 Tampa, FL 33637

**STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of [x] physical presence or ☐ online notarization, this 26th day of July, 2024, by James P. Harvey, as Authorized Signatory of KL WATERSIDE LLC, a Delaware limited liability company, who appeared before me this day in person, and who is either [x] personally known to me, or produced _____ as identification.




 NOTARY PUBLIC, STATE OF FLORIDA

Name: Bryon T. LoPreste
 (Name of Notary Public, Printed, Stamped
 or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

SOUTH FLORIDA GATEWAY PROPERTY
OWNERS ASSOCIATION, INC., a Florida
not-for-profit corporation

Dana Rhodes
Name: DANA RHODES
Address: 14025 RIVEREDGE DR. #175
TAMPA FL 33637

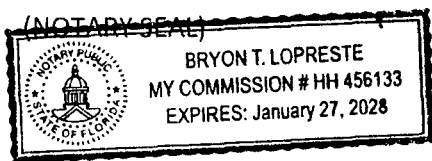
Bryon T. Lopreste
Name: BRYON T. LOPRESTE
Address: 14025 RIVEREDGE DR. #175
TAMPA FL 33637

By: James P. Harvey
Name: JAMES P. HARVEY
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 11th day of SEPTEMBER, 2024, by
JAMES P. HARVEY as PRESIDENT of South Florida Gateway Property
Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who
appeared before me this day in person, and who is either personally known to me, or produced
_____ as identification.

Bryon T. Lopreste
NOTARY PUBLIC, STATE OF FLORIDA



Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

WITNESSES

WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT

By: [Signature]
 Name: DANA RHODES
 Address: 14025 RIVERSIDE DR. #175
TAMPA, FL 33637

By: [Signature]
 Name: William Fife
 Title: Chair

By: [Signature]
 Name: BRYON T. LOPRESTE
 Address: 14025 RIVERSIDE DR. #175
TAMPA, FL 33637

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of SEPTEMBER, 2024, by WILLIAM FIFE as CHAIRMAN of the Waterside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL) BRYON T. LOPRESTE Name: BRYON T. LOPRESTE
 MY COMMISSION # HH 456133 (Name of Notary Public, Printed, Stamped
 EXPIRES: January 27, 2028 or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B



This instrument was prepared by:

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

FIRST AMENDMENT TO RESTATED CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD

THIS FIRST AMENDMENT TO THE RESTATED CDD DEVELOPMENT AGREEMENT – WATERSIDE CDD (“Amendment”) amends that prior *Restated CDD Development Agreement – Waterside CDD*, recorded in the Public Records of Martin County, Florida at CFN#3030302 BK 3390 PG 2314 (**“Agreement”**). Specifically, and pursuant to Section 4.B. of the Agreement, the District is exercising its rights to unilaterally amend the Agreement, and hereby joins the Added Industrial Property, which is described in **Exhibit 1**, to the Agreement. **Exhibit A** of the Agreement is hereby amended to include **Exhibit 1** attached hereto, and **Exhibit B** of the Agreement is hereby replaced with the sample O&M budget and map shown in **Exhibit 2** attached hereto. Except as expressly set forth in this Amendment, the Agreement remains in full force and effect. The execution of this Amendment has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR FIRST AMENDMENT]

Executed as of the 11th day of September, 2024.

WITNESS

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
 Name: DANA RHODES
 Address: 14025 RIVERSIDE DR. # 175
TAMPA, FL 33637

By: [Signature]
 Name: William Fife
 Title: Chairperson

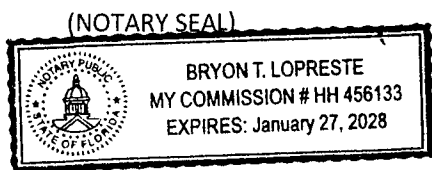
By: [Signature]
 Name: BRYON T. LOPRESTE
 Address: 14025 RIVERSIDE DR. # 175
TAMPA, FL 33637

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of SEPT., 2024, by WILLIAM FIFE, Chairperson, of WATERSIDE COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

Name: Bryon T. Lopreste
 (Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[SIGNATURE PAGE FOR FIRST AMENDMENT]

Executed as of the 12 day of August, 2024.

WITNESS

KCS ICEBOX SUA 1, LLC

By: Nicholas J Bondi
 Name: Nicholas Bondi
 Address: 2150 Goodlette Frank Rd N
Suite 501 Naples, FL 34102

By: [Signature]
 Name: Jake Finley
 Title: CEO

By: [Signature]
 Name: Drew W. Webb
 Address: 2150 Goodlette Frank
Naples, FL 34102

STATE OF FLORIDA
 COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of August, 2024, by Jake Finley, as CEO of KCS Icebox SUA 1, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

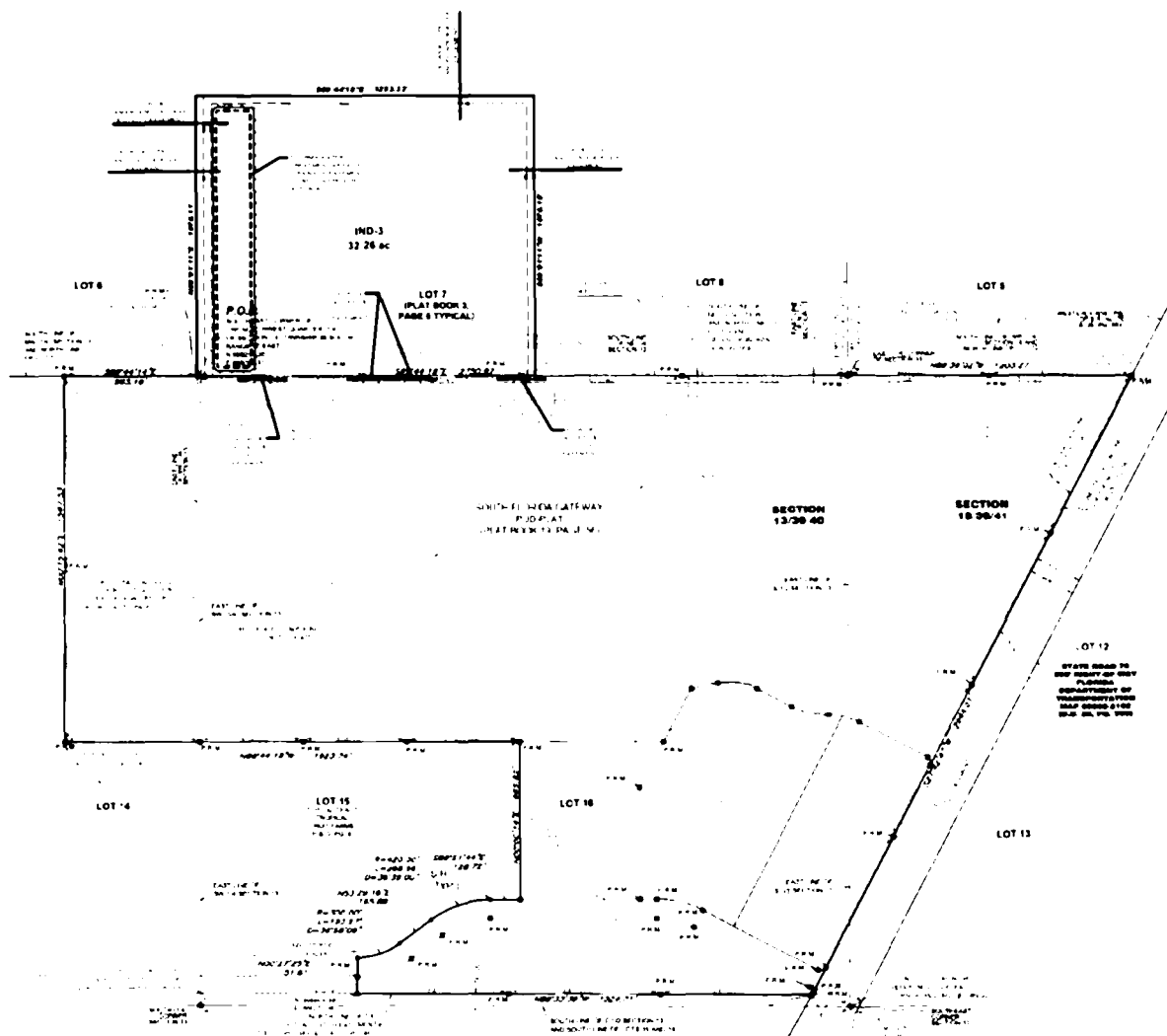


LAURA IANUALE
 Notary Public
 State of Florida
 Comm# HH373438
 Expires 3/14/2027

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

EXHIBIT A: LEGAL DESCRIPTION OF ADDED INDUSTRIAL PROPERTY

WATERSIDE CDD BOUNDARY MAP (AND MAP OF INDUSTRIAL PROPERTY (AS OF JULY 2023))



MAINTENANCE & OPERATION RESPONSIBILITIES**DRAINAGE SYSTEMS GENERAL MAINTENANCE**

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

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

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

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

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

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

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

DITCHES AND SWALES

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

DRY DETENTION AREAS

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

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

- KEEP THE OUTFALL STRUCTURE CLEAR OF DEBRIS AND VEGETATION.

DRAINAGE STRUCTURES

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

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

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

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

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



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

www.osborn-eng.com

KL Waterside LLC
SOUTH FLORIDA GATEWAY PUD

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

EX-7.1

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

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

MAINTENANCE & OPERATION RESPONSIBILITIES (CONT.)**WET DETENTION PONDS**

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

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

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

KEEP THE OUTFALL STRUCTURE CLEAR OF DEBRIS AND VEGETATION.

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

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

ROADWAYS / COMMON AREAS

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

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

1. ASPHALT PAVEMENT

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

•

2. CURBS

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

3. SIDEWALKS

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

4. LANDSCAPING AND IRRIGATION SYSTEMS

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

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

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

6. SOUTH FLORIDA GATEWAY SIGNAGE

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



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

www.osborn-eng.com

KL Waterside LLC
SOUTH FLORIDA GATEWAY PUD

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

EX-7.2

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

P:\KL Waterside LLC\20200558.000 KL Waterside - Waterside Industrial Planning - Final Ph 1 SOW\Drawings\Civil-Exhibits-CDD Petition Exhibits\20200558 - Exhibit 7.dwg
8/29/2022 10:41 AM Kapoi, Shane

EXHIBIT B: SAMPLE O&M BUDGET AND MAP

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

PARCEL	DEVELOPABLE ACRES	FY 2024 GF AMOUNT/ACRE	FY 2024 IND AMOUNT/ACRE	FY 2024 TOTAL/ACRE	FY 2024 TOTAL
A-1	1.43	\$224.07	\$594.05	\$818.12	\$ 1,169.91
B-1	17.29	\$224.07	\$594.05	\$818.12	\$ 14,145.29
B-2	15.72	\$224.07	\$594.05	\$818.12	\$ 12,860.85
C1 (Retail)	9.84	\$224.07	\$594.05	\$818.12	\$ 8,050.30
C1 (A Karis)	12.80	\$224.07	\$594.05	\$818.12	\$ 10,471.94
C1 (A Karis)	7.97	\$224.07	\$594.05	\$818.12	\$ 6,520.42
IND 1	38.44	\$224.07	\$594.05	\$818.12	\$ 31,448.53
IND 2	39.60	\$224.07	\$594.05	\$818.12	\$ 32,397.55
IND 3	32.26	\$224.07	\$594.05	\$818.12	\$ 26,392.55

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this 15th day of November, 2024, by and between:

WATERSIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Martin County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

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

RECITALS

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

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

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

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

WHEREAS, pursuant to Resolution 2024-07 the District has authorized the Boundary Amendment, and, in consideration, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

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

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

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

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

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

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

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

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

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

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

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

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

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

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

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

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

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

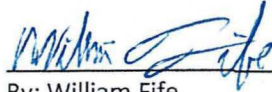
17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

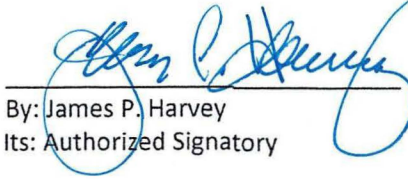
**WATERSIDE COMMUNITY
DEVELOPMENT DISTRICT**



By: William Fife

Its: Chairman

SOUTH FLORIDA GATEWAY INDUSTRIAL, LLC



By: James P. Harvey

Its: Authorized Signatory

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS D

AMENDMENT TO AGREEMENT FOR AQUATIC MANAGEMENT SERVICES

THIS AMENDMENT TO AGREEMENT FOR AQUATIC MANAGEMENT SERVICES

("Amendment") is made and entered into, by and between:

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

SUPERIOR WATERWAY SERVICES INC., a Florida corporation, whose mailing address is 6701 Garden Road, Suite 1, Riviera Beach, Florida 33404 ("**Contractor**").

RECITALS

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

WHEREAS, the District and the Contractor previously entered into that certain *Agreement for Aquatic Management Services*, dated September 14, 2024, as amended ("**Agreement**"); and

WHEREAS, the District has a need to retain an independent contractor to provide aquatic maintenance within and around the District, and the Contractor represents that it is qualified to provide such services to the District; and

WHEREAS, the District and the Contractor now desire to amend the Agreement to add an additional scope of services.

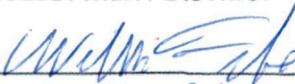
NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agrees as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Amendment.
2. **ADDITIONAL SCOPE OF SERVICES AND COMPENSATION.** The parties agree that the Agreement is hereby amended to include the maintenance of an additional pond and floating fountain, as identified in **Exhibit A ("Scope of Services")**. As compensation for the Scope of Services described in this Amendment in addition to the maintenance outlined in the Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**.
3. **AFFIRMATION OF THE AGREEMENT; CONFLICTS.** The District and the Contractor agree that nothing contained herein shall alter or amend the parties' rights and responsibilities under the Agreement, except to the extent set forth herein. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

4. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
5. **EFFECTIVE DATE.** This Amendment shall be effective after execution by both the District and the Contractor.

WHEREFORE, the parties below execute the *First Amendment to Aquatic Management Services Agreement* to be effective as of October 7, 2024.

**WATERSIDE COMMUNITY
DEVELOPMENT DISTRICT**


By: William Fife
Its: Chair

SUPERIOR WATERWAY SERVICES INC.

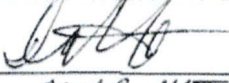
 10-7-24
By: DOUG MATTHEWS
Its: BUSINESS MANAGER

EXHIBIT A: Additional Scope of Services

EXHIBIT A



SERVICE AGREEMENT / ADDENDUM

WATERSIDE CDD
2251 SW KANNER HIGHWAY
STUART, FL. 34997

Quoted by: Doug Matthews

DATE: 9-26-24

ADDITION OF LITTORAL MAINTENANCE SERVICE

ADDITION OF LITTORAL SHELF MAINTENANCE FOR 73,719 SQUARE FEET OF LITTORAL SHELVES AT PODS A, C AND D. INCLUDES THE LITTORAL PLANTS BELOW CONTROL ELEVATION. TRANSITIONAL UPLAND PLANTINGS ABOVE CONTROL ELEVATION NOT INCLUDED. \$490.00 / MONTHLY

CURRENT CONTRACT FOR MONTHLY LAKE MAINTENANCE OF 6 LAKES \$975.00 / MONTHLY

TOTAL MONTHLY COST WITH THIS ADDENDUM \$1,465.00/ MONTHLY

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS E

FIRST AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This First Amendment ("**First Amendment**") is made and entered into this 18 day of February, 2025, by and between:

Waterside Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Martin County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Florida ULS Operating, LLC d/b/a United Land Services, LLC, a Delaware limited liability company, whose address is 12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, on April 10, 2024, the District and the Contractor entered into an agreement for landscape and irrigation services ("**Services Agreement**"); and

WHEREAS, pursuant to Section 27 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each Party hereto.

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

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

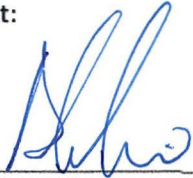
- A. The Services Agreement is hereby amended to add the work described in the proposals attached hereto as **Exhibit A** (the "**Additional Work**"). The District shall pay Contractor Three Hundred Sixty-Three Dollars and Fifty Cents (\$363.50) per month for the Additional Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Additional Work upon completion of the Additional Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

Attest:



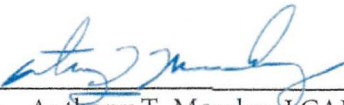
Secretary/Assistant Secretary

**WATERSIDE COMMUNITY DEVELOPMENT
DISTRICT**



Chairperson/Vice Chairperson

**FLORIDA ULS OPERATING, LLC D/B/A UNITED
LAND SERVICES, LLC**


By: Anthony T. Moseley, LCAM
January 01, 2025

By: Karl Rybinski
Its: Karl Rybinski

Exhibit A: Proposals for Additional Work



EXHIBIT A

Landscape customer wishes to obtain landscape services for the following work:

Easement mowing along Kanner Highway. See service areas in 'Exhibit A'

The Additional Services are to be performed to the following address:

SW GATEWAY PL STUART FL

Changes in Service. Any changes to the Services must be in writing and signed by Customer and Contractor. The changes in the services or services areas may result in additional charges and may modify the schedule of current services rendered.

Start Date of New Service

1/1/25

Addendum Additional Pricing:

Monthly

363.50

Yearly

15,267

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Specital Revenue Fund	Total Governmental Funds
ASSETS			
Cash	\$ 23,214	\$ -	23,214
Undeposited funds	16,747	-	16,747
Due from FSF Gateway	1,389	20,462	21,851
Due from KCA Icebox SUA1	504	2,796	3,300
Due from SF III Property LLC	209	1,386	1,595
Due from general fund	-	23,672	23,672
Utility deposit	-	3,026	3,026
Total assets	<u>\$ 42,063</u>	<u>\$ 51,342</u>	<u>\$ 93,405</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 10,285	\$ 42,415	\$ 52,700
Due to Kolter LP	2,129	3,937	6,066
Due to special revenue fund	23,672	-	23,672
Landowner advance - Kolter	6,000	672	6,672
Landowner advance - FSF Gateway	-	994	994
Landowner advance - KCA Icebox SUA1	-	283	283
Total liabilities	<u>42,086</u>	<u>48,301</u>	<u>90,387</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	1,851	20,812	22,663
Deferred receipts - A. Karis- Add. Land	477	1,073	1,550
Total deferred inflows of resources	<u>2,328</u>	<u>21,885</u>	<u>24,213</u>
Fund balances:			
Unassigned	(2,351)	(18,844)	(21,195)
Total fund balances	<u>(2,351)</u>	<u>(18,844)</u>	<u>(21,195)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 42,063</u>	<u>\$ 51,342</u>	<u>\$ 42,063</u>

**WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution - C1 (A Karis) Add'l land	\$ 373	\$ 712	\$ 2,870	25%
Developer contribution	13,898	25,545	48,640	53%
Total revenues	<u>14,271</u>	<u>26,257</u>	<u>51,510</u>	51%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	12,000	24,000	50%
Legal	743	1,721	7,500	23%
Engineering	409	3,684	5,000	74%
Audit	-	-	5,000	0%
Telephone	17	100	200	50%
Postage	-	-	500	0%
Printing & binding	42	250	500	50%
Legal advertising	-	370	1,500	25%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	5,720	95%
Contingencies/bank charges	213	611	500	122%
Meeting Room Rental	195	195	-	N/A
Website				
Hosting & maintenance	705	705	705	100%
Total professional & administrative	<u>4,324</u>	<u>25,219</u>	<u>51,510</u>	49%
Excess/(deficiency) of revenues over/(under) expenditures	9,947	1,038	-	
Fund balances - beginning	(12,298)	(3,389)	-	
Fund balances - ending	<u>\$ (2,351)</u>	<u>\$ (2,351)</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 MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution - C1 (A Karis) Add'l land	\$ 1,780	\$ 1,895	\$ 12,238	15%
Developer contribution	61,381	75,437	207,484	36%
Total revenues	<u>63,161</u>	<u>77,332</u>	<u>219,722</u>	35%
EXPENDITURES				
Professional & administrative				
Field operations and maintenance				
Field operations manager	2,167	15,167	8,000	190%
Field operations accounting	-	-	2,000	0%
Landscape inspection	-	-	18,000	0%
Stormwater management				
Wet ponds	1,465	7,325	15,000	49%
Dry ponds	-	-	7,074	0%
Streetlighting	1,235	6,052	18,600	33%
Landscape maintenance	18,765	62,614	112,548	56%
Arbor care/tree trimming	-	-	5,000	0%
Plant replacement	-	-	5,000	0%
Irrigation water	-	-	12,000	0%
Irrigation repairs	-	1,107	2,500	44%
Force main repairs	-	-	2,500	0%
Roadway and monument maintenance	-	-	10,000	0%
Electricity				
Industrial electricity	60	386	1,500	26%
Total professional & administrative	<u>23,692</u>	<u>92,651</u>	<u>219,722</u>	42%
Excess/(deficiency) of revenues over/(under) expenditures	39,469	(15,319)	-	
Fund balances - beginning	(58,313)	(3,525)	-	
Fund balances - ending	<u>\$ (18,844)</u>	<u>\$ (18,844)</u>	<u>\$ -</u>	

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
WATERSIDE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Waterside Community Development District held a Public Hearing and Regular Meeting on August 20, 2024 at 2:30 p.m., at the Courtyard by Marriott Stuart, 7615 SW Lost River Road, Stuart, Florida 34997.

Present were:

Michael Caputo	Assistant Secretary
Jon Seifel	Assistant Secretary
Josh Long	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Jere Earlywine (via telephone)	District Counsel
Jonathan Gotwald (via telephone)	District Engineer
Todd Mosley	Atmos Living Management Group

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:47 p.m. Supervisors Long, Seifel and Caputo were present. Supervisors Fife and Smith were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Kantarzhi presented the proposed Fiscal Year 2025 budget, which is unchanged since it was last presented. The Table on Page 5 lists all entities and their developable acres,

which are reflected in the cost share for the Landowner Contribution portion of the budget. Today's agenda includes approval of a Boundary Amendment that includes Parcel Ind 3; therefore, approval of the proposed Fiscal Year 2025 budget will be contingent and subject to the inclusion of Parcel Ind 3.

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

No affected property owners or members of the public spoke.

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

Mr. Kantarzhi presented Resolution 2024-06 and read the title.

Mr. Earlywine stated that this ties in with the recorded Development Agreement so the funding is as set forth in the budget, plus Ind 3; the District Manager will send invoices to each of those members.

On MOTION by Mr. Long and seconded by Mr. Seifel, with all in favor, Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Fiscal Year 2024/2025 Budget Funding Agreement

Mr. Earlywine stated that this Agreement is unnecessary because of the recorded Development Agreement.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-07, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the Board of County Commissioners of Martin County, Florida, Amending the

District's Boundaries, and Authorizing Such
Other Actions as are Necessary in
Furtherance of that Process; and Providing
an Effective Date

A. Consideration of Boundary Amendment Funding Agreement

Mr. Earlywine presented Resolution 2024-07 and the Boundary Amendment Funding Agreement.

On MOTION by Mr. Long and seconded by Mr. Seifel, with all in favor, Resolution 2024-07, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the Board of County Commissioners of Martin County, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date, was adopted, and the Boundary Amendment Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS

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

Mr. Kantarzhi presented Resolution 2024-05.

On MOTION by Mr. Caputo and seconded by Mr. Seifel, with all in favor, 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, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Goals and Objectives
Reporting [HB7013 - Special Districts
Performance Measures and Standards
Reporting]

Mr. Kantarzhi presented the Memorandum explaining the requirement for the CDD to develop goals and objectives. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Caputo and seconded by Mr. Seifel, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

Mr. Gotwald asked when the infrastructure inspection should be scheduled. Mr. Earlywine stated the Report is due in December 2025. The consensus was that the inspection will be completed before budget season so any potential expenses can be budgeted.

Mr. Gotwald stated he will prepare an inspection checklist based on the maintenance and operations instructions in the documents.

Mr. Kantarzhi will forward recommendations from Egis to Mr. Gotwald.

EIGHTH ORDER OF BUSINESS

Ratification Items

A. Amendment to Restated Development Agreement

Mr. Earlywine presented the Agreement for consideration.

B. Quit Claim Deed

C. Easement Agreement

D. Bill of Sale and Limited Assignment [Roadway Improvements]

On MOTION by Mr. Long and seconded by Mr. Seifel, with all in favor, the Amendment to Restated Development Agreement was approved, and the Quit Claim Deed, Easement Agreement and Bill of Sale and Limited Assignment for Roadway Improvements, were ratified.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2024

On MOTION by Mr. Caputo and seconded by Mr. Seifel, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

TENTH ORDER OF BUSINESS

Approval of June 3, 2024 Regular Meeting Minutes

On MOTION by Mr. Seifel and seconded by Mr. Caputo, with all in favor, the June 3, 2024 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel: Kutak Rock LLP

B. District Engineer: The Osborn Engineering Company

There were no District Counsel or District Engineer reports.

▪ Facilities Management/Field Operations: Atmos Living Management Group

This item was an addition to the agenda.

Mr. Mosely discussed ongoing issues with ponds and landscaping and suggested additional proposals be considered due to ongoing issues and staffing changes.

The Board and Staff discussed service and personnel issues.

Mr. Mosely will work with Mr. Kantarzhi on this and Mr. Long will serve as a point of contact.

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

- 0 Registered Voters in District as April 15, 2024**

- NEXT MEETING DATE: September 17, 2024 at 2:30 PM**

- QUORUM CHECK**

The next meeting will be held on September 17, 2024, unless cancelled.

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

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Caputo and seconded by Mr. Long, with all in favor, the meeting adjourned at 3:03 p.m.

190
191
192
193
194

Secretary/Assistant Secretary

Chair/Vice Chair

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
WATERSIDE
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Waterside Community Development District was held on November 5, 2024 at 9:15 a.m., at the Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34956.

Present at the meeting:

Andrew Kantarzhi District Manager/Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 9:23 a.m.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Kantarzhi served as Chair to conduct the Landowners' meeting.

Mr. Kantarzhi stated that he is the designated Proxy Holder for the Landowner Kanner/96th St Investments LLC, owner of 281.91 acres, equating to 282 voting units. Mr. Kantarzhi is authorized to cast up to 282 votes per seat.

FOURTH ORDER OF BUSINESS

Election of Supervisors [3, 4, 5]

A. Nominations

Mr. Kantarzhi nominated the following:

Seat 3 Josh Long 100 votes

Seat 4 Jon Seifel 50 votes

36 Seat 5 Michael Caputo 100 votes

37 No other nominations were made.

38 **B. Casting of Ballots**

39 • **Determine Number of Voting Units Represented**

40 A total of 282 voting units were represented.

41 • **Determine Number of Voting Units Assigned by Proxy**

42 All 282 voting units represented were assigned by proxy to Mr. Kantarzhi.

43 Mr. Kantarzhi cast the following votes:

44 Seat 3 Josh Long 100 votes

45 Seat 4 Jon Seifel 50 votes

46 Seat 5 Michael Caputo 100 votes

47 **C. Ballot Tabulation and Results**

48 The ballot tabulation, results and term lengths were as follows:

49 Seat 3 Josh Long 100 votes 4-Year Term

50 Seat 4 Jon Seifel 50 votes 2-Year Term

51 Seat 5 Michael Caputo 100 votes 4-Year Term

52

53 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

54

55 There were no Landowners' questions or comments.

56

57 **SIXTH ORDER OF BUSINESS**

Adjournment

58

59 The meeting adjourned at 9:24 a.m.

60

61

62 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

63

64

65

66

67

68 _____
Secretary/Assistant Secretary

Chair/Vice Chair

WATERSIDE

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

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 CANCELED	Regular Meeting	2:30 PM
November 5, 2024 ¹	Landowners' Meeting	9:15 AM
November 19, 2024 CANCELED	Regular Meeting	2:30 PM
December 17, 2024 CANCELED	Regular Meeting	2:30 PM
January 21, 2025 CANCELED	Regular Meeting	2:30 PM
February 18, 2025 CANCELED	Regular Meeting	2:30 PM
March 18, 2025 CANCELED	Regular Meeting	2:30 PM
April 15, 2025 CANCELED	Regular Meeting	2:30 PM
May 20, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	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