

Lakeside Landings Community Development District

12051 Corporate Blvd., Orlando, FL 32817 ■ Phone: 407-382-3256; Fax: 407-382-3254
www.lakesidelandingscdd.com

The meeting of the Lakeside Landings Community Development District Board of Supervisors will be held on **Wednesday, September 19, 2018 at 2:00 p.m.** at the **Ramada, 43824 US-27, Davenport, FL 33837**. The proposed agenda for this Board Meeting is found below.

For those unable to attend in person, the call-in information for the meeting is as follows:

Number: 1-866-398-2885 **(new)** **Passcode:** 275521 **(new)**

BOARD OF SUPERVISORS' MEETING AGENDA

A. Organizational Matters

- **Call to Order**
 - **Roll Call**
 - **Public Comment Period** (*where members of the public desiring to speak on a specific agenda item may address the Board.*)
1. Consideration of the Minutes of the August 15, 2018 Board of Supervisors' Meeting

B. Business Matters

- Ratification of Amenity Event Request
2. Public Hearing on the Adoption of the Parking and Parking Enforcement Policies
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2018-10, Adopting Rules Relating to Parking and Parking Enforcement Policies
 3. Consideration of Independent Contractor Quote (*provided under separate cover*)
 4. Ratification of Pool Maintenance Agreement with Complete Pool Care
 5. Ratification of Agreement for Janitorial Services with Jan-Pro Cleaning Systems
 6. Ratification of Payment Authorization Nos. 48 & 49
 7. Review of District Financial Statements

C. Staff Reports

- Attorney
- Engineer
- Manager

D. Supervisor Requests and/or Audience Comments

E. Adjournment

**Lakeside Landings
Community Development District**

**Minutes
August 15, 2018
Board of Supervisors' Meeting**

MINUTES OF MEETING

***LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING***

***Wednesday, August 15, 2018, 2:00 p.m.
43824 US-27, Davenport, FL 33837***

Board Members present:

Timothy Hultgren	Chairman
Branden Eckenrode	Assistant Secretary
Leroy Sanchez	Assistant Secretary
Christopher Wrenn	Assistant Secretary

Also present were:

Jennifer Walden	Fishkind & Associates, Inc.
Lynne Mullins	Fishkind & Associates, Inc.
Dexter Glasgow	Fishkind & Associates, Inc.
Sarah Sandy	Hopping Green & Sams, P.A.
Melissa Dotson	D.R. Horton
Lori Dann	Titan Management
Marcia Christmas	Resident
Luis H. Rivera	Resident
Richard Internicola	Resident
Jim & Betsy Smun	Resident
Luis Padilla	Resident
Ramon Colon	Resident
Ed & Betty Michael	Resident (via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Walden called the meeting of the Board of Supervisors of the Lakeside Landings CDD to order at 2:00 p.m. and the roll was called.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden called for any public comments on any agenda items. She noted that there is an additional audience comments section at the end of the meeting for all items that are not on the agenda.

Mr. Colon had questions regarding the parking and who enforces the parking violations. He noted that he also has questions pertaining to the budget. Ms. Walden indicated that

there is a secondary public comment period during the public hearing related to the adoption of the budget and that there is an agenda item pertaining to parking and parking enforcement policies and that question will be addressed at that time.

Ms. Christmas had questions regarding the pool quotes. Ms. Walden stated that District staff will be discussing those proposals and why they are in the budget today.

Mr. Colon asked about the common area maintenance and asked if the strip of grass in front of residents' homes is part of the common areas or supposed to be maintained by residents. Ms. Walden responded that she believes that is resident property. Mr. Wrenn stated that from the back of the sidewalk to the house is resident property and from the back of the sidewalk to the curb of the street is typically part of the public right-of-way but there is usually a formal or implied expectation that the homeowner maintains that portion between the sidewalk and the curb. Mr. Colon asked about the maintenance schedule for common areas. Mr. Sanchez stated that common areas are on a regular maintained schedule of 42 cuts per year, which is twice per month during the summer months and once per month during the fall times. He requested that if the contractor is not showing up that residents report it to the management company. Mr. Hultgren stated that District staff will look at the days that the contractor is scheduled and get a better idea of when they should be out there performing the service and then share it with residents.

Ms. Mirles brought up issues with the grass of the neighboring vacant lots. She stated that its been done twice since April. Mr. Hultgren stated that it is cut every 6-8 weeks for the Developer and he will go and check those lots after the meeting.

Mr. Internicola brought up questions related to parking rules and oversized vehicles. Mr. Hultgren stated that in a driveway it is required to have a 20-foot set back from the sidewalk to the garage. Mr. Internicola stated that he has a larger vehicle that could encroach on the sidewalk area and part of the right-of-way. Mr. Hultgren stated they can look through the rules and see what it says about it. Ms. Sandy stated that the parking rules in the agenda today are proposals and the District may set a public hearing of the next meeting to address the rules. Mr. Wrenn added that the encroachment of the right-of-way is a code enforcement rule that the HOA and CDD do not have jurisdiction over. The County and the City could fine a homeowner for encroaching on the right-of-way. Ms. Sandy indicated that the rules that the District will discuss pertains to on street parking and overnight parking.

THIRD ORDER OF BUSINESS

**Swearing in Christopher
Wrenn**

Ms. Walden noted that Mr. Wrenn was administered the oath of office prior to the start of the meeting today.

FOURTH ORDER OF BUSINESS

**Consideration of the
Minutes of the May 16, 2018
Board of Supervisors'
Meeting**

The Board reviewed the minutes for the May 16, 2018 Board of Supervisors' Meeting.

On MOTION by Mr. Hultgren, seconded by Mr. Sanchez, with all in favor, the Board approved the minutes of the May 16, 2018 Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution
2018-06, Approving an
Annual Meeting Schedule
for Fiscal Year 2019**

Ms. Walden stated that typically this District meets every other month on the third Wednesday at 2:00 p.m. at the Ramada, 43824 US-27, Davenport, FL 33837. Ms. Walden recommended the same schedule with one change of the November date to be the second Tuesday because the third Tuesday is right before the holiday.

On MOTION by Mr. Wrenn, seconded by Mr. Sanchez, with all in favor, the Board approved Resolution 2018-06, Approving an Annual Meeting Schedule for Fiscal Year 2019, as presented.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution
2018-07, Setting Hearing
Date, Time, and Place and
Authorizing Publication of
Notice of Public Hearing on
Parking and Parking
Enforcement Policies**

Ms. Walden directed the Board's attention to the two notices that will be placed. Behind the notices in the agenda package is the resolution, along with the exhibit which outlines the rules for parking and parking enforcement.

Ms. Sandy explained that these are proposed rules. She noted that one of the things up for discussion is whether the District wants to prohibit on-street parking and overnight parking.

She explained that there is a way to permit overnight parking for a certain period of time. She stated that for the public hearing it is required to run a 28 and 29 day notice.

Ms. Walden noted that the next scheduled meeting is for September 19, 2018 at 2:00 p.m. and the ads will be able to be run on time for that date if they are placed tomorrow otherwise the next date is not set until November.

On MOTION by Mr. Hultgren, seconded by Mr. Sanchez, with all in favor, the Board adopted Resolution 2018-07, Setting Hearing Date for September 19, 2018 at 2:00 p.m. at the Ramada, 43824 US-27, Davenport, FL 33837 and Authorizing Publication of Notice of Public Hearing on Parking and Parking Enforcement Policies.

Ms. Sandy requested a motion for the Chair to work with District staff on the policy.

On MOTION by Mr. Eckenrode, seconded by Mr. Wrenn, with all in favor, the Board granted authority to the Chair to work with District staff on the Parking and Parking Enforcement Policies.

SEVENTH ORDER OF BUSINESS

Consideration of Additional Services to the District

- a) **Hawkins Pool Care, LLC**
- b) **Complete Pool Care, Inc.**
- c) **Chilton Signs**
- d) **Signs and Stuff**

Ms. Walden explained that the District has been having obstacles with the current pool company so District staff solicited proposals from other companies. She noted that those are behind Tab 5, A & B for the pool care. She explained that the District currently pays \$800.00 per month for three days of service and the District added an additional day a few months ago for \$100.00 during the Summer months which is almost over. Hawkins Pool Care proposal is \$500.00 per month for three times per week during March through October and two times per week for November through February. The proposal for Complete Pool Care is \$600.00 per month at three times per week. The pool service also does the restroom cleaning and she did get two quotes for restroom cleaning as well. She explained that the District pays \$400.00 per month for restroom cleaning and the two quotes that she received are a little bit more but they do more of a deep cleaning. Fuqua has an initial price of \$235.00 and then a \$75.00 per cleaning each time they come out which is two times per week and \$600.00 per month. The Jan-Pro proposal is \$575.00 per month.

Ms. Christmas brought up issues with the pool vendor and she stated that she had the opportunity to speak with the Janitorial service that D.R. Horton uses at the models and they are there on a regular basis. She asked if they do pool areas, restrooms and cabanas and he told her that they did. She suggested to coordinate the services that D.R. Horton has along with the pool service. Mr. Hultgren responded that he understood her comment but as a person that works for the builder and runs the operation in the area, he would not let them do that. He noted that if they do not do it right the builder is in charge of managing them and their workload is such that they will not be able to attend to it on an annual contract. He noted that more work is coming on their plate with work directly for the builder and he does not think it is in the best interest of the CDD or the builder. Mr. Hultgren stated that he likes to see three bids but the District has two that are not far off and it needs to be changed. He proposed that the District picks one of the two proposals today.

Ms. Christmas stated that if the bathrooms are only cleaned twice per week it does not coordinate with the mess and there are no trashcans at the pool. Mr. Hultgren stated that it is common for the maintenance or cleaning company to take the trash away.

A resident asked if District staff accounted for the cost in the budget. Mr. Hultgren stated that the Board will have to review the budget because if two times per week is not enough then the proposals will go up if the District needs the bathrooms cleansed three to four times per week and the budget will need to be adjusted accordingly. Mr. Glasgow stated that when the new company comes on board it should be a slower time per year. Ms. Walden stated that she looked at what the District was paying with slight increases because there is another pool coming in. Mr. Hultgren asked Mr. Glasgow to reach out to Fuqua to see if they would do a two-year contract for \$50.00 which would make it a three cleaning per week contract. Mr. Glasgow said he will reach out to them.

Mr. Hultgren asked staff what they recommend. Ms. Walden responded that staff needs to look at the agreement they have because there is probably a 30-day termination notice. Ms. Sandy stated that the Board can approve a not-to-exceed amount and authorize staff to go back to Fuqua to see if the District can renegotiate and if not then move on to Jan-Pro. Mr. Hultgren stated that two times per week is not enough and if the Board listens to the District then they will go with the \$575.00 per month contract. A Board Member asked if the Board will be making a motion for cleaning separate from pool care. Ms. Sandy responded that if they are two different proposals then the District will need two different motions. She noted that the District will also need a motion to terminate the current services and then a motion for each of the proposals. Mr. Hultgren asked about a cumulative price for cleaning and pool maintenance. Ms. Walden responded that monthly pool service is \$800.00, restroom cleaning is currently \$400.00 for the month plus the additional day which is \$100.00 per day broken out and it was \$500.00. She stated that the bill for June was \$1,700.00 for the month.

On MOTION by Mr. Wrenn, seconded by Mr. Eckenrode, with all in favor, the Board approved the Termination of the current Pool Maintenance Contract.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board approved Jan-Pro Cleaning Systems Proposal to maintain the bathrooms and the pool deck.

Mr. Wrenn stated that he does not see a significant difference between Hawkins Pool Care and Complete Pool Care. He noted that Hawkins goes down to two times per week and Complete Pool Care does not do that. Another Board Member asked if staff had any preference in which vendor the District should use. Mr. Glasgow stated that they are both local and the services that they proposed are pretty close and Complete Pool Care mentioned that he is familiar with the actual pool equipment. He noted that the current pool company is not as attentive to the equipment as they should be and so, there are issues with the filters being clogged and the chlorinator not being attended to. Complete Pool Care is very familiar with the set up and should have a better ability to make sure it is functioning correctly. Mr. Wrenn asked Mr. Glasgow to confirm that the chemicals are provided as part of the monthly service fee.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board approved the Complete Pool Care, Inc. Proposal for Pool Maintenance.

Ms. Walden stated that behind Tab C & D are proposals for the signage. She stated that at the last meeting District staff had asked for several proposals and were told that they were being sent but District staff only received one from Chilton Signs for \$8,000.00 and it was discussed to try and find another vendor. District staff solicited a second proposal from a contact from a resident which is from Signs and Stuff in the amount of \$2,000.00.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board approved the Signs and Stuff Proposal to perform signage repair on property.

EIGHTH ORDER OF BUSINESS

Discussion of Independent Contractor Agreement

Ms. Walden explained that the facility is not set up for staff to be manned and take care of the facility. She spoke to Counsel and both thought that this was something to discuss with the Board to see how they felt about moving forward with having an agreement with someone for emergency type items. This individual could handle on behalf of the District, such as needing to close down the pool for an emergency situation. The Board asked if there was anything against the District using the HOA Management to come out and handle that. Ms. Walden stated that there is not. A discussion took place that the HOA Management Company will be the most appropriate entity to do that. Ms. Sandy suggested that District staff get some proposals and bring it back before the Board for consideration.

NINTH ORDER OF BUSINESS

Discussion of Certified Interpreter

Ms. Walden explained that the District received a request for the Amenity Policies to be translated to Spanish. She noted that the District Manager does not provide those kinds of services but she looked into it and the cost would be roughly \$600.00 for a certified person to translate the document into Spanish. A Board Member asked if this was regarding signage as well as posted policies. Ms. Walden stated that it is just in regards to the Amenity Policy. A Board Member asked if other CDDs do this. Ms. Sandy responded that she is not aware of other Districts that do this and that it was a resident request and the Board does not have an obligation to do it. Mr. Hultgren stated that there are enough free applications that will allow an individual to copy and paste the document and it will translate the document for them and the District does not need to spend \$600.00 to do that.

TENTH ORDER OF BUSINESS

Update on Pool Gate Installation

Ms. Walden explained that the install will be taking place Tuesday, August 21, 2018 and they will have to close the pool that day so that they can complete the gate installation. District staff will be on site at the pool this Thursday, August 16, 2018 from 10:00 a.m. to 1:00 p.m. and Monday, August 20, 2018 from 4:00 p.m. to 6:00 p.m. to hand out the new keys to the homeowners. Ms. Walden reached out to the HOA who sent out an email blast with the information and it is also up on the website.

A resident asked about homeowners who cannot make it out to the arranged times. Ms. Walden answered that the District can make other arrangements for that. Residents asked what they needed to bring. Ms. Walden responded they will need their ID and some form of proof of residency. Another resident asked about the number of keys issued. Ms. Walden answered that it is one key per household. She stated that the homeowner must be the one to pick it up and not a child. Another resident asked if the key is copiable. Ms. Walden replied that it is a "do not copy" key and they are numbered so District staff can keep track of that information. Ms. Walden noted that the policy is still in place regarding replacement keys and the cost and each resident must sign off that they received the polices at the time they pick up their new key.

A resident asked if the District will be keeping track of who goes in and out of the pool area. Ms. Walden responded that it does not because it is not a key fob, it is a regular key. Mr. Hultgren stated it is a commercial key so they are also not sold at home depot or somewhere they can be replicated. Mr. Hultgren stated that a camera system also went in and he asked staff how it was working and they said that it curbed a lot of issues but it has not eliminated it all. Mr. Hultgren thinks that the camera systems along with the gate will alleviate a lot of concerns. A resident asked how many cameras were installed. Mr. Hultgren answered that five were installed in strategic places.

Ms. Christmas asked what the homeowners should do with the old pool keys. Mr. Hultgren stated that they can recycle them or throw them away. Ms. Walden stated that the playground is being re-keyed to match the new pool key.,. A resident stated that the access to the preserve sidewalk is locked and the original key opens the gate. Mr. Hultgren stated that is not considered CDD property and the HOA will need to get those re-keyed. Mr. Hultgren recommended that if residents live in the Preserve they keep the key which will get them through that gate until the HOA re-keys that gate entrance.

ELEVENTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Annual Budget

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2018-08, Adopting the Fiscal Year 2019 Budget and Appropriating Funds**

Ms. Walden noted that the budget was sent to the City and the County at least 60 days prior to the public hearing date and the public hearing has been advertised in the newspaper as required by Florida Statute. Ms. Walden requested a motion to open the public hearing.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board opened the Public Hearing.

Ms. Walden explained that the budget is an exhibit to the resolution behind Tab 6 in the agenda package and this is the same budget that the Board saw and approved in May in the amount of \$414,155.00. Ms. Walden asked for any comments or questions from the audience pertaining to the budget.

Mr. Colon asked a question related to security. Ms. Walden responded that District staff put security in the budget in case the Board wanted to move forward with having on site security. She also expressed that the District wants to leave some room in case there are items that need to be done and ensure that the District has money to do specific things. She stated that right now the District is not slated for security but the Board could decide to change that in the future which is why it was left in the budget.

Mr. Colon stated that the District left the signage line item at \$8,375.00. Ms. Walden said that the District left that amount there to leave some room. She noted that the current sign repair is probably not going to be the only sign repairs that the District has for the year. She noted that if a line item is lowered and the District maxes out every other budgeted line item then the District cannot do anything else in the District and then it ends up being 3-6 months of something not being handled because the District does not have the money in the budget.

Mr. Colon asked if this budget leaves the CDD at the current rate or will it increase. Ms. Walden stated that it increases to the amount discussed at the last meeting which is the \$956.05. Mr. Hultgren stated that it is about a \$100.00 increase per year per lot. Ms. Walden explained that there are new houses coming online that were factored into this and the District wants to have money in the budget for things to come. She explained that there were many things the District discussed that they wanted to bring on but couldn't due to lack of funds. She noted that whatever is not used for the fiscal year carries over to the next fiscal year. If the District comes under budget that means next year the amount will be there so that the District can take care of additional items that arise. Ms. Walden stated that District staff put in a contingency line item of \$1,000.00. She noted that some of the District she manages had hurricane clean up expenses that were not budgeted so she wanted to make sure there was room for some of those items. Mr. Hultgren stated that the District also factored in the addition of a second pool and the fees associated with that.

Mr. Internicola asked where the second pool will be located. Mr. Hultgren stated that it will be adjacent to the other pool. Mr. Wrenn stated the back fence will go away and the decking will be expanded and an additional pool will be there. The work is contracted and the site development permit is there and they have to permit individual elements like the pool itself. He stated that it is hopefully mobilized in 30 days. Another resident asked if there will be additional bathrooms. Mr. Wrenn responded no and noted that the total gallonage of the pool will trigger the number of bathrooms and the amount coming in does not trigger the need for additional bathrooms.

Ms. Walden asked if there were any other comments from the audience. There were none. Ms. Walden asked if there were any questions or comments from the Board. Hearing none, she requested a motion to close the public hearing.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board closed the Public Hearing.

Ms. Walden requested a motion to approve Resolution 2018-08. Ms. Sandy indicated that the amount for the budget must be filled in. Ms. Walden responded that she will get it filled in.

On MOTION by Mr. Hultgren, seconded by Mr. Wrenn, with all in favor, the Board approved Resolution 2018-08, Adopting the Fiscal Year 2019 Budget and Appropriating Funds.

TWELFTH ORDER OF BUSINESS

Public Hearing on the Imposition of Special Assessments

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2018-09, Adopting an Assessment Roll for Fiscal Year 2019 and Certifying Special Assessments for Collection**

Ms. Walden stated that this public hearing is to consider the imposition of O&M Special Assessments upon the lands located within the District to fund the proposed budget for Fiscal Year 2019. The District published the public hearing in the newspaper as required by Florida Statute and mailed notices were also sent out. Ms. Sandy added that the resolution levies the Operations and Maintenance Assessments and they are all collected through the County Tax Roll and will appear on the property tax bills. Mr. Wrenn asked if the parcel IDs include the additional lots. Ms. Walden responded yes. Ms. Walden requested a motion to open the public hearing.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board opened the Public Hearing.

Ms. Walden asked for any questions or comments from the audience. Mr. Colon asked what this pertains to. Mr. Wrenn stated that it is formally assessing the budget to the lots. Ms. Sandy added that it is the funding mechanism for the budget that was just adopted.

Ms. Walden asked for questions or comments from the Board. Hearing none, she requested a motion to close the public hearing

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board closed the Public Hearing.

Ms. Walden requested a motion to approve Resolution 2018-09.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board approved Resolution 2018-09, Adopting an Assessment Roll for Fiscal Year 2019 and Certifying Special Assessments for Collection.

THIRTEENTH ORDER OF BUSINESS

**Review and Acceptance of
Fiscal Year 2017 Audit**

Ms. Walden explained that it appears to be a standard and clean audit and there were no deficiencies in internal controls that would be considered material weaknesses. She noted that District Counsel also reviewed the audit and provided some edits. Ms. Sandy asked if it was submitted to the State as required. Ms. Walden responded yes and she requested a motion from the Board to accept the audit.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board accepted the Fiscal Year 2017 Audit.

Ms. Walden noted that this will be posted on the website should anyone want to review it.

FOURTEENTH ORDER OF BUSINESS

**Ratification of Payment
Authorization Nos. 40 – 47**

Ms. Walden stated that these have been approved and paid and need to be ratified by the Board.

On MOTION by Mr. Hultgren, seconded by Mr. Wrenn, with all in favor, the Board ratified Payment Authorization Nos. 40 – 47.

FIFTEENTH ORDER OF BUSINESS

Review of District Financial Statements.

The Board reviewed the District's financial statements through the month of June. There is no action needed by the Board.

Mr. Wrenn asked about the elevated legal advertising costs. Ms. Walden explained that the public hearings require special ads which are longer, some of them include maps and are a lot more expensive. Additionally, this meeting got moved it was supposed to be last month but the District did not have a quorum to hold the meeting, so the District had to re-run those ads.

Mr. Wrenn asked about the increase in Common Area Maintenance. Ms. Walden stated that the District had an additional area come online through the middle of the year and the Board looked over those proposals and approved them and it was over the original budget amount because of that.

SIXTEENTH ORDER OF BUSINESS

Staff Reports

Attorney: No Report

Engineer: Not Present

District Manager: Ms. Walden noted that the next scheduled meeting is Wednesday, September 19, 2018 at 2:00 p.m. at the Ramada, 43824 US-27, Davenport, FL 33837 and the District will have the public hearing pertaining to the parking and parking enforcement. She added that District staff will get the ads noticed tomorrow.

SEVENTEENTH ORDER OF BUSINESS

Audience Comments & Supervisor Requests

There were no Supervisor requests. Ms. Walden opened the floor for audience comments.

Mr. Michael brought up issues with the hogs tearing up his front yard and they did \$1,000.00 worth of damage. He stated that he has called the HOA every day for the last month and they informed him that they cannot get trappers out there. He asked who is

responsible for clearing the hogs out. Mr. Hultgren stated that it is not the responsibility of the CDD and this meeting is to discuss CDD related business. He stated that it is taking place on private property or right-of-way that is not the jurisdiction of the CDD. Mr. Michael stated that the HOA said that it's not their jurisdiction either. Mr. Hultgren explained that is correct and that it is the private homeowners' responsibility. Mr. Hultgren stated that the damage was on Mr. Michaels' sidewalk which is on his personal property. Mr. Michael stated that the hogs are in a field that he has no authority to go out and trap them. Mr. Hultgren responded that it is the responsibility of the landowner. Mr. Michael asked who owns it. Mr. Hultgren said he did not know and that Mr. Michael can go to the Property Appraiser site and find out who the landowner is.

Ms. Christmas stated that the hogs frequent the pond area in between the retention ponds and down toward the pool which is CDD property. Mr. Hultgren asked her how many she has seen. The resident stated that she has seen anywhere from 12 to fewer. Mr. Hultgren asked staff if they had to hire trappers at other Districts. Ms. Walden stated a long time ago a trapper had to come out to Lakeside Landings. A discussion took place about hiring a trapper. Mr. Michaels stated that the HOA hired a trapper last time. Mr. Hultgren asked about the cost. Mr. Sanchez stated that trapping the hogs costs about \$50.00 - \$75.00 per hog and he stated that he is the one that authorized it the last time.

Mr. Internicola stated that he used to clear animals from land and noted that the issue about the hogs is whether a firearm is discharged or what someone will use other than trapping the animal... He stated that if the District is looking for volunteers to trap the hogs he has experience with that. The Board stated that they will not put homeowners in harm's way and noted that the liability would be too great so the District would have to hire someone. Mr. Hultgren spoke to District staff about hiring a trapper. He noted that next year District staff will put a line item in the budget to cover it.

Mr. Michael stated that he found trappers by searching the internet. Mr. Hultgren responded that the District must use someone who is licensed, bonded, and insured.

On MOTION by Mr. Wrenn, seconded by Mr. Sanchez, with all in favor, the Board authorized District Staff to hire a hog trapper for a not-to-exceed amount of \$2,000.00 and authorized Mr. Eckenrode as the point of contact for District staff.

Ms. Christmas asked if the District can place a remote camera in the wooded area to observe this before going and spending money. Mr. Wrenn stated that a camera is not going to deter the hogs and there is damage happening in the District now. A Board Member stated this line item can be put in the budget for next year and that hopefully this resolves the issue or reduces it over the next 12 months.

A resident asked about an answer to his question regarding towing. Mr. Hultgren stated that if a homeowner has an unregistered vehicle that vehicle can be towed and impounded

and he is unsure if that is the municipality that does that or a private entity. He stated that is what happens in Orange County. The resident stated that when he called law enforcement they told him to call the HOA and the HOA told him to speak to the CDD. A Board Member asked if there is something in the proposed rules about unregistered vehicles and actions the District can take. Ms. Sandy stated that registration is not something in the purview of the District, that is State, but Code Enforcement has said that any vehicle can be towed for not being registered but you have to call the towing company. Ms. Mullins stated that anyone in the neighborhood can call the towing company and they will bill the person that the car is registered to but the District cannot personally do it. The resident stated that there is a white mini-van that has not been moved in over a year.

Ms. Sandy explained that the rules that the District is looking to adopt must be adopted before the District can move to enforce the rules and it deals more with parking. She noted if the Board decided to not allow on street parking or overnight parking then the District can address that vehicle but not for registration purposes.

A resident stated that there was an issue about a month ago where a firetruck came down one side of the street and went up the other side of the street and could not get out so they had to back it all the way out to get out of the subdivision. He noted that is an issue the Board needs to consider on the parking situation. Mr. Hultgren stated that this issue should be in the proposed rules to allow parking on one side of the street only in the direction of traffic flow and it will alleviate that problem. Residents brought up issues with people parking in front of their home and blocking their driveway. Mr. Hultgren suggested that the resident call a towing company if that happens.

A resident suggested allowing parking on alternate sides of the street. A Board Member stated that it is hard to police and the District cannot expect the HOA, CDD or residents to self-police that. He stated that those are the kinds of things that Mr. Hultgren will be working with District staff on to find the best solution. He noted that the Board will do their best to come up with something that is feasible and works for the greatest number of residents possible.

A resident asked what happened to the sweeper that came through every Friday. Mr. Hultgren responded that it was provided by the builder in the areas where homes were being constructed and the rest of it would be through the County government or the City to come and do on a regular basis. A resident stated that five residents on his street got flat tires this week at the front entrance and stated that by the time he got from the entrance to his driveway he had a flat tire. Mr. Hultgren responded that he will talk to his team about that and make sure that they sweep from the main road out.

A resident stated that the hogs are also coming out on the other corner of the District too. Mr. Hultgren stated that if there is a central location the trapper can find them and get to them. He stated that the District will have the trapper assess the property and figure out where the best place is to put the traps.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss. Ms. Walden requested a motion to adjourn.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the August 15, 2018 Meeting of the Board of Supervisors of the Lakeside Landings Community Development District was adjourned.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**Lakeside Landings
Community Development District**

**Resolution 2018-10,
Adopting Rules Relating to Parking and
Parking Enforcement Policies**

RESOLUTION 2018-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO OVERNIGHT PARKING AND TRAFFIC ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Lakeside Landings Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the District desires to adopt *Rules Relating to Overnight Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Sections 190.011(5) and 190.035 and Chapter 120, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

SECTION 1. The District hereby adopts the Rule attached hereto as **Exhibit A**.

SECTION 2. If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of September, 2018.

ATTEST:

LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A

LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on September 19, 2018 at a duly noticed public meeting, the Board of Supervisors of the Lakeside Landings Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District’s residents and paid users with a means to park Vehicles of overnight guests in the District’s Overnight Parking Areas and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto. This Policy authorizes overnight parking in designated areas, which areas are identified in **Exhibit B** attached hereto, subject to obtaining an Overnight Parking Permit.

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- C. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- D. *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E. *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- F. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.
- G. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. Those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" for all Commercial Vehicles, Vessels, Recreational Vehicles and improperly permitted Vehicles, as set forth in Sections 4 and 5 herein ("**Tow Away Zone**"). Vehicles may be parked overnight on District property, only as indicated on **Exhibit B**, attached hereto ("**Overnight Parking Areas**") and with a pre-approved permit as set forth in this Policy.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. The areas set forth in **Exhibit A** attached hereto are declared a Tow Away Zone.

SECTION 5. EXCEPTIONS.

A. OVERNIGHT PARKING PERMITS. Residents may apply for an "Overnight Parking Permit" which will allow such resident and/or guest to park in the Overnight Parking Areas after-hours, and overnight. Overnight Parking Permit requests will be granted in accordance with the following:

1. Permits may not exceed seven (7) consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen (14) nights per year for one automobile, as identified by the automobile's license plate number.
2. Residents and paid users interested in an Overnight Parking Permit may submit a request to the District Manager or his/her designee which includes the following information:
 - (1) The name, address and contact information of the owner of the vehicle to which the permit will be granted;
 - (2) The make/model and license plate of the vehicle to which the permit will apply;
 - (3) The reason and special terms (if any) for the Overnight Parking Permit; and
 - (4) The date and time of the expiration of the requested Overnight Parking Permit.

It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals will result in the towing and/or removal of the Vehicle from the District's property. Improperly permitted Vehicles parked in the Tow Away Zones will be subject to towing.

3. Upon receipt of all requested documentation, as set forth above, the District Manager or his/her designee will issue an Overnight Parking Permit to the resident. Overnight Parking Permits will be granted by way of written

correspondence by the District Manager or his/her designee. No verbal grants of authority will be issued or be held valid.

4. The Overnight Parking Permit must be displayed on the bottom left side of the Vehicle windshield.

B. VENDORS/CONTRACTORS. The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by an Overnight Parking Pass.

C. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES. Delivery vehicles, including but not limited to, U.P.S., Fed Ex, moving company vehicles, and lawn maintenance vendors may park on District property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

Any Vehicle parked on District Property, including District roads, must do so in compliance with all laws, ordinances and codes.

SECTION 6. TOWING/REMOVAL PROCEDURES.

A. SIGNAGE AND LANGUAGE REQUIREMENTS. Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.

B. TOWING/REMOVAL AUTHORITY. To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule in the Overnight Parking Areas and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in the Tow-Away Zone

C. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no

liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

EXHIBIT A – *Tow Away Zone*

EXHIBIT B - *Map of Overnight Parking Areas*

Effective date: _____, 2018

EXHIBIT A – *Tow Away Zone*

EXHIBIT B - *Map of Overnight Parking Areas*

**Lakeside Landings
Community Development District**

Independent Contractor Quote
(provided under separate cover)

**Lakeside Landings
Community Development District**

**Pool Maintenance Agreement with
Complete Pool Care**

**AGREEMENT BETWEEN COMPLETE POOL CARE, INC.
AND LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT
FOR POOL MAINTENANCE SERVICES**

This agreement is made and entered into this 30th day of August, 2018 by and between:

LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o District Manager, Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”), and

COMPLETE POOL CARE, INC., a Florida corporation, with an address of P.O. Box 2196, Winter Haven, Florida 33883 (“**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain community infrastructure, including among other things, a recreation area inclusive of a pool (the “**Pool**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pool maintenance services for the Pool; and

WHEREAS, Contractor represents that it is qualified, licensed and insured to provide pool maintenance services and has agreed to provide to the District those services identified in Contractor’s Proposal attached hereto as **Exhibit A**, and in compliance with the terms and conditions of this Agreement (the “**Services**”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

2. DESCRIPTION OF WORK AND SERVICES. The Contractor agrees to provide the Services to the Pool three (3) times per week as more particularly described in **Exhibit A**.

A. Contractor agrees to provide certain chemicals necessary to maintain chlorine, pH and alkalinity levels of waters held in the Pool, as defined hereafter, which chemicals may include but not be limited to liquid chlorine (sodium hypochlorate), non-fuming pool acid, bi-carb, shock and

shock-totes, calcium chlorite, cyanurics, CYA (stabilizer) and filter powder ("Chemicals"). For the avoidance of doubt, the parties agree that "Chemicals" does not include chemicals necessary to correct water chemistry imbalance caused by property negligence, vandalism, pool draining, faulty or inadequate electric service, inadequate circulation or Acts of God.

- B.** The Parties agree that the Contractor shall independently test the water chemistry of the Pool, and shall keep an accurate and up-to-date written log of such tests during the term of this Agreement. In the event that such tests reveal that proper water chemistry is not being maintained, the Contractor shall promptly notify District of the same, and the Contractor will add chemicals to the Pool as necessary to maintain proper water chemistry therein. All responsibility for maintenance of the Chemicals in the Pool shall accrue to and be the responsibility of the Contractor.
- C.** Contractor shall not be liable for default in the performance or discharge of its duty to deliver Chemicals under this Agreement to the extent caused by Acts of God, civil or military authority, public enemy, fire, floods, winds, storms, labor disorders, strikes, work stoppages or other labor trouble, accidents riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Contractor's reasonable control.
- D.** Should the District desire that the Contractor provide additional work and/or services, such additional work and/or services shall be fully performed by the Contractor after prior written approval of a work authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed written work authorization. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. COMPENSATION AND TERM. The District agrees to compensate Contractor Six Hundred Dollars and No Cents (\$600.00) per month for the Services. The annual total under this Agreement shall not exceed Seven Thousand Two Hundred Dollars and No Cents (\$7,200.00). The District shall provide payment within thirty (30) days of receipt of invoices. The term of this Agreement shall be from September 1, 2018 through August 31, 2019, unless extended by the Parties or terminated earlier in accordance with the terms of this Agreement.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Services as specified in this Agreement or any work

authorization (see Section 2.D. herein) issued in connection with this Agreement. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

Contractor in conducting the Services shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

5. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
Bodily Injury (including contractual)	\$1,000,000/\$2,000,000
Property Damage (including contractual)	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	\$1,000,000

Contractor shall provide District with a certificate naming the District as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor

for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

8. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the

conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

12. TERMINATION. The District agrees that Contractor may terminate this Agreement by providing thirty (30) days written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with or without cause by providing written notice of termination to Contractor. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

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

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

17. ENFORCEMENT OF AGREEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or Contractor is required 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

19. 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 the District and Contractor.

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

21. 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, as follows:

- | | |
|---------------------|---|
| If to Contractor: | Complete Pool Care, Inc.
P.O. Box 2196
Winter Haven, Florida 33883
Attn: Rene W. Fuentes, Jr. |
| If to the District: | Lakeside Landings Community
Development District
Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager |
| With a copy to: | Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day.

Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

23. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Polk County, Florida.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS

CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, SHEILAPC@FISHKIND.COM, 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

25. 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.

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


27. 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.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**LAKESIDE LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary




Chairperson, Board of Supervisors

WITNESS:

COMPLETE POOL CARE, INC.

Witness

By: 
Print: RENE FUENTES JR
Its: PRESIDENT

Print Name of Witness

EXHIBIT A: *Contractor's Proposal*

Exhibit A



Complete Pool Care, Inc.

PO Box 2196
Winter Haven, FL 33883-2196
863-287-5015

Chemical/Cleaning Service Contract: Lakeside Landings

1. All balancing chemical provided and included as part of monthly service fee.
2. Proper chemical balance maintained as possible in pool(s) or spa(s).
3. Mechanical equipment checked and properly maintained.
4. Malfunctions reported to management promptly.
5. Equipment must be maintained in satisfactory operating order for Complete Pool Care, Inc. to perform maintenance functions.
6. Monthly Operating reports maintained on site and updated each service stop.
7. Copy of Contractors License also maintained on site with monthly operating report.
8. Heated Pools/Spas temperature monitored for designated levels. Any discrepancies remedied or management notified of problems.
9. Regular service stops are; cleaning of pool and (or) spa. Tile brushing and Filter cleaning performed on an as needed basis.
10. Pool service specified number of days per week, weather permitting.
11. Special Services: Pools requiring holiday trips or a special service call due to an Emergency On or Off Site will be billed additionally, per hr (\$95.00 weekdays \$125.00 per hr nights/weekends and holidays)
12. Sequestering agents Algae/phosphate removers and Cobalt removal agents added as needed, NOT included in monthly service bill.

**Lakeside Landings
Community Development District**

**Agreement for Janitorial Services with
Jan-Pro Cleaning Systems**

**AGREEMENT BETWEEN LAKESIDE LANDINGS COMMUNITY DEVELOPMENT
DISTRICT AND JAN-PRO CLEANING SERVICES FOR
JANITORIAL MAINTENANCE SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 31st day of August, 2018 by and between:

LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County County, Florida, with an address of c/o District Manager, Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (“**District**”); and

[**TKOT ENTERPRISES**] D/B/A **JAN-PRO CLEANING SYSTEMS** with mailing address of 6908 W. Linebaugh Avenue, Tampa, Florida 33625 (“**Contractor**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in Polk County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and/or maintains a recreation area inclusive of a pool area and restrooms (“**Facilities**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide janitorial maintenance services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide janitorial maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional janitorial maintenance services within presently accepted standards three (3) times per week on Tuesday, Thursday, and Saturday, which dates and times shall be determined in coordination with the District Manager, and as more specifically set forth in **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its

representative.

- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Five Hundred Seventy-Five Dollars and No Cents (\$575.00) per month for providing the Services. The annual total under this Agreement shall not exceed Six Thousand Nine Hundred Dollars and No Cents (\$6,900.00). The District shall provide payment within thirty (30) days of receipt of invoices. The term of this Agreement shall be from September 1, 2018 through August 31, 2019, unless extended by the Parties or terminated earlier in accordance with the terms of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will

include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$5,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (5) Employee Fidelity Insurance of at least \$5,000.

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

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required

insurance.

SECTION 6. INDEMNIFICATION.

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

SECTION 7. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such

agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. 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 the Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Lakeside Landings Community
Development District
Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Jan-Pro Cleaning Systems
6908 W. Linebaugh Avenue
Tampa, Florida 33625
Attn: Trace Thompson

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue,

which shall be Polk County, Florida.

SECTION 25. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Sheila Pieters-Carroll** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, SHEILAPC@FISHKIND.COM, 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 26. 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.

SECTION 27. 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 any doubtful language will not be interpreted or construed against any party.

SECTION 28. 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

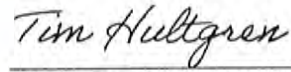
acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

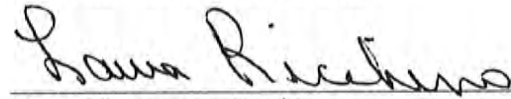
Attest:

**LAKESIDE LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairperson, Board of Supervisors

JAN-PRO CLEANING SYSTEMS


~~Trace Thompson, President~~
Regional Director

Witness

Print Name of Witness

EXHIBIT A: Contractor's Proposal

EXHIBIT A



SCHEDULE:
 Day(s) of Week SUN MON TU WED TH FRI SAT
 Cleaning Time:
 Unit Franchisee Name:

	Nightly	Weekly	Monthly
Pool Area:			
Blow off exterior covered deck	X		
Empty trash cans and replace liners	X		
Spot clean covered deck flooring		X	
High dust cobwebs in corners			X
Restrooms:			
Wash all floors with germicidal disinfectant and remove all spots and stains.	X		
Wash and polish all mirrors and bright work.	X		
Wash and wipe dry all plumbing fixtures.	X		
Wash and disinfect all toilet seats, both sides.	X		
Scour, wash and disinfect all basins, bowls and urinals.	X		
Empty paper towel trash receptacles and dispose in building trash receptacle. Replace trash liners.	X		
Fill soap dispensers and paper towel dispensers.	X		
Fill toilet tissue, seat covers and sanitary napkin dispensers.	X		
Empty and clean sanitary napkin disposal receptacles.	X		
Clean and wash receptacles and dispensers.	X		
Remove fingerprints and spots from walls.	X		
Remove all unauthorized marks and writing from walls, partitions, etc.	X		
Report all maintenance problems to building manager (dripping faucets, broken fixture handles, etc.)	X		
Pour water down floor drains	X		
Dust and clean walls. Wash tiled walls and partitions.			X
High dust wall, light fixtures and ventilation grilles.			X
NOTE: Masking deodorants will not be used in lieu of disinfectants.			



Pricing Agreement

PRICING AGREEMENT

CLIENT: Fishkind & Associates
CLEANING LOCATION: Lakeside Landings
5701 Lakeside Landings
Winter Haven, FL 33881
FREQUENCY: 3 days per week in accordance with
Cleaning Schedule specifications
START DATE: _____
PRICE – Regular Service: \$575.00 per month + tax

NOTE: Pricing is valid for 30 days from the proposal date (July 18, 2018) unless specifically extended by JAN-PRO at its sole discretion.

PAYMENT TERMS: THIRTY DAYS. Billing occurs at the beginning of every month.

HOLIDAYS (Days Not Serviced): New Year's Labor Day
Memorial Day Thanksgiving
Independence Day Christmas Day

OTHER CONDITIONS:

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Cleaning Agreement.

CLIENT JAN-PRO
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____
DATE: _____

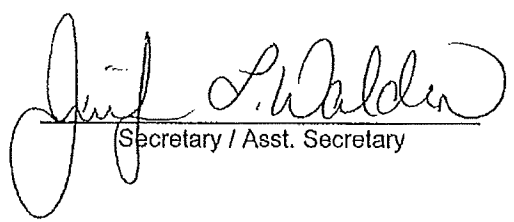
**Lakeside Landings
Community Development District**

**Payment Authorization
Nos. 48 & 49**

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 048
08/03/18

Item No.	Payee	Invoice	General Fund
1	Aquatic Systems, Inc. Aug. 2018: Lake/Wetland Svc	0000417070	\$ 1,349.00 ✓
2	City of Winter Haven Acct. 805876 Acct. 799642	805876-080318 799642-080318	\$ 505.36 ✓ \$ 8.84 ✓
4	Hopping, Green, & Sams Legal Services thru 06/30/18	101640	\$ 1,650.50 ✓
5	The Ledger Acct. 662138, 07/05/18	LH333979-2	\$ 1,171.52 ✓
6	Prince Land Services, Inc. Install new Controller	38375	\$ 360.00 ✓
7	Resort Pool Services Pool Service Janitorial Service	8509	\$ 1,700.00 ✓
8	TECO Acct. 211010974924 Acct. 211010975145 Acct. 221000317711 Acct. 211010974684 Acct. 221000317737 Acct. 221003308162 Acct. 221000317760		\$ 938.49 ✓ \$ 1,632.15 ✓ \$ 73.78 ✓ \$ 1,930.60 ✓ \$ 33.15 ✓ \$ 359.39 ✓ \$ 60.98 ✓
9	Terminix Acct. 11751764; Bait Stations at Pool Acct. 11751764; Pest Control	377622096 377621967	\$ 176.00 ✓ \$ 60.00 ✓
			<u>\$ 12,009.76</u> ✓

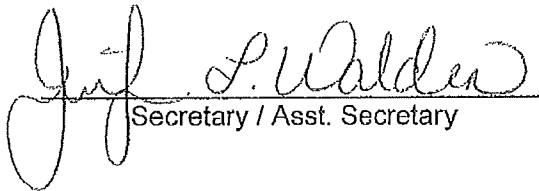

Secretary / Asst. Secretary


Chair / Vice Chairman

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 049
08/10/18

Item No.	Payee	Invoice	General Fund
	The Ledger Acct. 662138: 07/26/18 Acct. 662138: 08/02/18	LH334333	\$ 3,511.04 ✓
	Polk County Property Appraiser 1% Administrative Fee	4651609	\$ 4,443.72 ✓
	Prince Land Services, Inc. Aug. 2018: Lawn Maintenance	38454	\$ 5,387.17 ✓
			<hr/> \$ 13,341.93


Secretary / Asst. Secretary


Chair / Vice Chairman

**Lakeside Landings
Community Development District**

District Financial Statements

Lakeside Landing CDD
Statement of Activities
As of 07/31/18

General Fund

Revenues

On-Roll Assessments	\$243,694.70
Other Income	100.00
Total Revenues	\$243,794.70

Expenses

Management	\$16,666.70
Property Appraiser	2,593.64
District Counsel	10,985.15
Assessment Administration	0.00
Audit	4,000.00
Travel and Per Diem	456.17
Telephone/Conference Calls	9.76
Postage & Shipping	258.88
Copies	346.95
Legal Advertising	4,088.73
Web Site Maintenance	750.00
Dues, Licenses, and Fees	175.00
Irrigation	9,604.68
Amenity Maintenance	15,645.50
General Liability Insurance	4,400.00
Property Insurance	3,357.00
Common Area Maintenance	80,947.76
Lake Maintenance	13,892.00
Landscaping Material	389.00
Contingency	698.00
Streetlights	52,255.99
Total Expenses	\$221,520.91

Other Revenues (Expenses) & Gains (Losses)

Interest Income	\$181.54
Total Other Revenues (Expenses) & Gains (Losses)	\$181.54

Change In Net Assets \$22,455.33

Net Assets At Beginning Of Year \$68,372.92

Net Assets At End Of Year \$90,828.25

Lakeside Landing CDD
Statement of Financial Position
As of 07/31/18

General Fund

Assets

Current Assets

General Checking Account	\$94,135.55
Deposits	13,748.65
Total Current Assets	<u>\$107,884.20</u>

Total Assets \$107,884.20

Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$17,055.95
Total Current Liabilities	<u>\$17,055.95</u>

Total Liabilities \$17,055.95

Net Assets

Net Assets, Unrestricted	\$69,458.89
Net Assets, General Government	(1,085.97)
Current Year Net Assets, General Government	22,455.33

Total Net Assets \$90,828.25

Total Liabilities and Net Assets \$107,884.20

Lakeside Landing CDD
 Budget to Actual
 For the month ending 07/31/18

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$243,694.70	\$201,666.60	\$42,028.10	\$242,000.00
Other Income	100.00	0.00	100.00	0.00
Net Revenues	\$243,794.70	\$201,666.60	\$42,128.10	\$242,000.00
<u>General & Administrative Expenses</u>				
Management	\$16,666.70	\$16,666.70	\$0.00	\$20,000.00
Property Appraiser	2,593.64	2,083.30	510.34	2,500.00
District Counsel	10,985.15	12,500.00	(1,514.85)	15,000.00
Assessment Administration	0.00	4,166.70	(4,166.70)	5,000.00
Audit	4,000.00	3,333.30	666.70	4,000.00
Travel and Per Diem	456.17	416.70	39.47	500.00
Telephone	9.76	83.30	(73.54)	100.00
Postage & Shipping	258.88	208.30	50.58	250.00
Copies	346.95	208.30	138.65	250.00
Legal Advertising	4,088.73	1,250.00	2,838.73	1,500.00
Web Site Maintenance	750.00	750.00	0.00	900.00
Dues, Licenses, and Fees	175.00	145.80	29.20	175.00
Irrigation	9,604.68	10,000.00	(395.32)	12,000.00
Amenity - Pool Maintenance	15,645.50	15,083.30	562.20	18,100.00
General Insurance	4,400.00	3,666.70	733.30	4,400.00
Property & Casualty	3,357.00	3,079.20	277.80	3,695.00
Common Area Maintenance	80,947.76	53,871.70	27,076.06	64,646.00
Lake Maintenance	13,892.00	19,500.00	(5,608.00)	23,400.00
Landscaping Maintenance & Material	389.00	2,500.00	(2,111.00)	3,000.00
Contingency	698.00	833.30	(135.30)	1,000.00
Streetlights	52,255.99	51,320.00	935.99	61,584.00
Total General & Administrative Expenses	\$221,520.91	\$201,666.60	\$19,854.31	\$242,000.00
Total Expenses	\$221,520.91	\$201,666.60	\$19,854.31	\$242,000.00
Income (Loss) from Operations	\$22,273.79	\$0.00	\$22,273.79	\$0.00