

Lakeside Landings Community Development District

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The meeting of the Lakeside Landings Community Development District Board of Supervisors will be held on **Wednesday, November 14, 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 September 19, 2018 Board of Supervisors' Meeting

B. Business Matters

- Ratification of Amenity Event Request (Trunk o' Treat)
- 2. Ratification of Termination with Jan-Pro Cleaning Services
- 3. Ratification of Agreement for Janitorial Services with Fuqua Janitorial Services
- 4. Consideration of Signage Proposals (*provided under separate cover*)
- 5. Consideration of Temporary Construction and Access Easement Agreement (*provided under separate cover*)
- 6. Consideration of Resolution 2019-01, Amending the FY 2018 Budget
- 7. Consideration of FY 2018 Audit Engagement Letter
- 8. Ratification of Payment Authorization Nos. 50 - 55
- 9. 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 of the September 19, 2018
Board of Supervisors' Meeting**

MINUTES OF MEETING

***LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Wednesday, September 19, 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

Also present were:

Sarah Sandy	Hopping Green & Sams, P.A.
Lynne Mullins	Fishkind & Associates, Inc.
Jane Gaarlandt	Fishkind & Associates, Inc.
Dexter Glasgow	Fishkind & Associates, Inc.
Melissa Dotson	D.R. Horton
Richard Internicola	Resident
Lynn Mirles	Resident
Marcia Christmas	Resident
Orlando Bracero	Resident (via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Mullins 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. Mullins called for any public comments on any agenda items. There were no public comments at this time.

THIRD ORDER OF BUSINESS

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

The Board reviewed the minutes of the August 15, 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 August 15, 2018 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Ratification of Amenity
Event Request**

Ms. Mullins explained that per the District's Amenity Facilities Policies special events must be pre-approved and insurance must be provided. The HOA reached out to the District regarding the request for the special event on Labor Day and they provided the required documents to the Chair and it was approved. Ms. Mullins requested ratification of the Chair's action to approve the amenity event request.

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board ratified the Amenity Event Request.

FIFTH ORDER OF BUSINESS

**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**

Ms. Mullins stated that at the last meeting the item was brought before the Board and a public hearing date was set for today. She noted for the record that the appropriate ad was placed in the newspaper as required. She requested a motion to open the public hearing.

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

Ms. Mullins stated that there have been some changes to what was in the agenda that went out to the Board and the updated policies and maps were included in the agenda package in front of the Board. She also placed a copy on the podium for the rest of the audience.

Ms. Sandy explained that at the last Board meeting the Chair was authorized to work with District staff to come up with a plan for the parking and parking enforcement policy. The District staff settled on allowing street parking on one side of the street 24/7 with no limitation on day or evening parking. For the Amenity area parking lot, District staff is proposing that the parking would be limited to daytime hours only and overnight parking would be prohibited. There is no need to request any kind of guest pass since there is a split between street parking all the time and day parking at the Amenity area lot only. She stated that everything else is the same as the previous rules that were proposed and there are some exceptions for vendors and contractors as well as delivery vehicles. The District will have to post notice of the tow-away zones before it can begin towing and it would then be up to the District Manager to effectuate any towing request. The District could also hire a towing service on retainer.

Ms. Christmas asked who has priority parking in front of someone's house if they live across the street and should it be the homeowner that takes priority for the parking spot or is it on a first come, first serve. Mr. Hultgren responded that it is a public right-of-way so it is on a first come, first serve basis.

Ms. Christmas then asked if there is a limitation as to how many cars can park per home. Mr. Hultgren responded that as long as they legally park there and fit in the driveway the District cannot regulate that far in to it. They can say that the public can use this public right-of-way and park on this side. The side that the public is not allowed to park on the District has to put signage up. He asked Mr. Glasgow how far apart the signs must be and how many signs will be needed. Mr. Glasgow stated that most of the towing companies have dealt with this before and will have them come out and give bids. Mr. Hultgren asked District Staff to obtain bids for the signage and to receive feedback from the vendors on how to best place the signs. Mrs. Christmas stated that there are issues with parking in front by the gate where it swings in the Preserve area. Mr. Hultgren looked at the map which is included as Exhibit A-2 and discussed putting a tow away zone by the gate.

Ms. Mirles asked what date this would be effective.. Ms. Sandy stated that signs would need to be posted prior to this going into effect. Mr. Hultgren asked if November 1, 2018 would be a good date. Mr. Glasgow stated that November 1, 2018 is a workable goal. Ms. Mullins asked Mr. Glasgow if the towing company will put up the signs and he responded that most of them do because they have the correct verbiage and if not, there are sign shops locally that can do it. Mr. Glasgow stated that he did this previously in a different company and the towing company itself put out their own signs with their contact information.. Mr. Hultgren thinks it needs to be a more generic sign. Mr. Glasgow stated that then the District could control the look of it to make sure it is aesthetically pleasing. Mr. Hultgren stated that the Board can grant authority to District staff to get proposals for the signage and design the signage plan based on the maps. He is concerned with having a towing company sponsoring the signs because they get to do the towing and towing a car for minor purposes. Mr. Hultgren suggested the date of December 1, 2018 to start enforcing towing, which will

give staff enough time to get bids and install signs. It also gives the public enough time to see the signs and start complying. After December 1, 2018 the District will do full enforcement.

Mr. Bracero asked about the speed limit through the neighborhood with an open street because the sign says 30 mph. He stated it should be 20 mph. Mr. Hultgren agreed that 30 mph is way too fast. Mr. Hultgren asked how the District can change that. Mr. Sanchez stated that the District should contact Public Works to see if they can accommodate the District. Mr. Hultgren requested that District staff contact Public Works and how we get it down to 25 mph. He stated that around the Amenity area it needs to be even lower to 15 mph. Ms. Mullins asked if there were any other audience comments regarding the parking policy.

Mr. Smith asked where the District was going to have the guest parking. Mr. Hultgren responded that guests are allowed to park anywhere along the side that is allowed as long as they are not parked on the other side of the road. There is no overnight parking at the Amenity area parking lot.

Mr. Internicola asked about vehicles going into the sidewalk area. Mr. Hultgren stated that the District cannot address that because it is not the right-of-way of the CDD. It was discussed that sometimes that there are rules and regulations in the city government that regulate that and if it is an ongoing problem it is something residents would have to reach out to City Code Enforcement to come and work with them.

Mr. Internicola stated that there are issues with one-way parking and cars facing the correct direction. Mr. Hultgren stated it is probably a city ordinance that cars must go with the flow of traffic. Mr. Hultgren asked if asked if the District should put something in the rules about that. Ms. Sandy stated that the Board can adopt the rules subject to potentially adding that and she would have to look into whether or not that is something that the District can add.

Ms. Mullins asked if there were any other public comments. Hearing none, she requested a motion to close the public hearing.

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

Ms. Mullins asked if there were any further Board comments. Hearing none, she requested a motion to approve Resolution 2018-10.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Board approved Resolution 2018-10, Adopting Rules Relating to Parking and Parking Enforcement Policies in substantial form subject to adding to the rules the flow of traffic provision, if permitted.

SIXTH ORDER OF BUSINESS

Consideration of Independent Contractor Quote

Ms. Mullins explained that this was requested for the handling of emergency related amenity items. She requested a quote from Titan and has not received it yet so she requested that this item be tabled for the next meeting.

Mr. Hultgren stated that Titan reached out to him and asked him for more of a scope of work and he explained it to them. He stated that Titan asked what the District's definition of emergency was and wanted a little better clarification of what District staff would need them to run and do vs. what the CDD should go and do. Then they would have a better understanding. He asked that District staff give the Board a scope of work expected for that job in order for Titan to give the District a proper quote. Ms. Mullins said that she can do that and she will work with Laura.

SEVENTH ORDER OF BUSINESS

Ratification of Pool Maintenance Agreement with Complete Pool Care

Ms. Mullins explained that this vendor was approved at the last meeting and to keep things moving the Chair executed the agreement along with the vendor provided by District Counsel and now it needs to be ratified by the Board.

Ms. Sandy added that this is the District's standard form agreement for services per the maintenance contract.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Board ratified the Pool Maintenance Agreement with Complete Pool Care.

EIGHTH ORDER OF BUSINESS

Ratification of Agreement for Janitorial Services with Jan-Pro Cleaning Systems

Ms. Mullins stated that this vendor was also approved at the last meeting. The Chair executed the agreement provided by District Counsel and now it needs to be ratified by the Board.

Mr. Eckenrode asked what the price increase was from the current vendor. Ms. Sandy stated that the current vendor was combined into one agreement. Mr. Hultgren stated that the vendor that was doing the pool care was also doing the bathroom cleaning and it was not adequate. Mr. Hultgren stated that the Board went over the prices at the last meeting and vetted everything.

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board ratified the Agreement for Janitorial Services with Jan-Pro Cleaning Systems.

NINTH ORDER OF BUSINESS

**Ratification of Payment
Authorization Nos. 48 & 49**

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

On MOTION by Mr. Eckenrode, seconded by Mr. Hultgren, with all in favor, the Board ratified Payment Authorization Nos. 48 & 49.

TENTH ORDER OF BUSINESS

**Review of District Financial
Statements.**

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

ELEVENTH ORDER OF BUSINESS

Staff Reports

Attorney: No Report

Engineer: Not Present

District Manager: Ms. Mullins noted that the next scheduled meeting is Wednesday, November 14, 2018 at 2:00 p.m. at the Ramada, 43824 US-27, Davenport, FL 33837 and

this is the second Wednesday of the month and was moved up due to the holiday happening in the third week of November.

TWELFTH ORDER OF BUSINESS

**Audience Comments &
Supervisor Requests**

Ms. Mullins opened the floor for Supervisor requests.

Mr. Hultgren asked for an update from staff about the hog trapping. Mr. Glasgow stated that two trappers have gone out so far. One of the trappers walked the entire property to see where the hogs are coming from and where he is going to set traps. He added that there are a lot of people that will go after hogs and not all of them are licensed and insured. He stated that the two that have gone out are pretty close in price. It costs approximately \$500.00 to go out and one charges approximately \$100.00 per animal. He stated that the Board approved a not-to-exceed amount of \$2,500.00 and he thinks the District will be right at that amount. Mr. Eckenrode asked if either proposer was Prince and. Glasgow said no. He said he did not know Prince provided that service and he will reach out to them to get a third bid and then put it on the agenda for the next meeting. Glasgow stated that the other issue is that these two proposers were the only ones who had traps available.

Mr. Glasgow stated that he will reach out to Eric with Prince to see if he can set that up for the District. Mr. Eckenrode stated that he reached out to Ian Prince.

Mr. Hultgren stated that the District is in engineering for the second pool right now and then it goes for permitting 60 days before constructions starts. He stated that it is a little delayed and that the District must give the developer/builder permission to go on District land and do this improvement. Ms. Sandy asked when he would want it in place. He stated that it will not start until November 1, 2018 until the project is complete. Ms. Sandy stated that it will need to be in place before then. She requested a motion to approve a Construction Easement for execution before the next meeting.

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the Board approved giving the Developer a Construction Easement Agreement for the Amenity Area lands and directed District counsel to draft the same.

Mr. Internicola stated that for the \$2,500.00 cost of removing the hogs he doesn't think the District will put a dent in the ongoing problem. He stated that before September he saw 20 hogs. He thinks the District is wasting its money. He stated that if the District is going to eradicate the hogs it needs to go all-in and not just eradicate a couple dozen and think they are going to solve the problem. Mr. Hultgren stated that the Board discussed putting a line item in next year's budget to handle this situation and budget accordingly. Mr. Internicola asked if the District has looked into exclusionary solutions like fencing. Mr. Hultgren stated

that it is a large property to do that and no one has thought of trying to go that far with creating a fence boarder around the entire community. Mr. Internicola stated that might be the only way to stop it and that the District could take the fence to the water lines.

Ms. Mirles stated that she saw the hogs had destroyed all the way to 544 and they were also over by the children going to school the other day. Another resident stated that he preferred the company that could catch multiple hogs at one time. Mr. Hultgren asked Mr. Eckenrode his opinion since he has some experience. Mr. Eckenrode replied that it is better to catch them all at once. Mr. Hultgren asked Mr. Glasgow to take that into account.

Mr. Glasgow mentioned that there is a detective that he is working with following up on the damage to the new gate who has put him in contact with a Community Service Officer. He stated to help deal with some of the speeding issues in the community the detective recommended that if the residents are willing, he can put someone on driveways through the community. Mr. Hultgren asked how to get in touch with them and if staff can put something on the District website of who the residents can get in contact with to patrol for speeders. Ms. Mullins asked if it is something she can put on the website. Ms. Sandy responded yes. Mr. Hultgren asked her to put that information up for everybody.

THIRTEENTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Mr. Hultgren, seconded by Mr. Eckenrode, with all in favor, the September 19, 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**

**Termination with
Jan-Pro Cleaning Services**

Lynne Mullins

From: Dexter Glasgow
Sent: Wednesday, October 24, 2018 4:55 PM
To: Jennifer Walden; Lynne Mullins
Subject: FW: Your Jan-Pro services at Lakeside Landings

They are willing to discontinue service immediately. I will forward this to Sara.

Dexter Glasgow
Field Associate
Office 407 382-3256
Cell 407 274-5193
Fishkind and Associates
12051 Corporate Blvd.
Orlando FL 32817

From: Debra Stone <debra.stone@jan-pro.com>
Sent: Wednesday, October 24, 2018 4:40 PM
To: Dexter Glasgow <dexterg@fishkind.com>
Subject: Your Jan-Pro services at Lakeside Landings

Dexter,

I spoke with our Regional Director about your request and she has approved the immediate cancellation of services for Lakeside Landings.

Have a good afternoon,

Debra Stone, Operations Department

Jan-Pro Cleaning Systems of Tampa Bay
6908 W. Linebaugh Avenue
Tampa, FL 33625
813-864-1940



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**Lakeside Landings
Community Development District**

**Agreement for Janitorial Services with
Fuqua Janitorial Services**

**AGREEMENT BETWEEN LAKESIDE LANDINGS COMMUNITY DEVELOPMENT
DISTRICT AND FUQUA JANITORIAL SERVICES FOR
JANITORIAL MAINTENANCE SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 1st day of November, 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

ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY & SERVICE D/B/A FUQUA JANITORIAL SERVICES, with a mailing address of 5962 Murphy Road, Bartow, Florida 33830 (“**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 two (2) times per week on Monday and Thursday, 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 for an initial, one-time cleaning in the amount of *Two Hundred Thirty-Five Dollars* (\$235.00). After the initial cleaning, the Contractor agrees to provide the Services on the days provided in Section 2.A., for a fee of *Seventy-Five Dollars* (\$75.00) per cleaning, for an annual not-to-exceed total of *Seven Thousand Eight Hundred Dollars* (\$7,800). The District shall provide payment within thirty (30) days of receipt of invoices. The term of this Agreement shall be from November 1, 2018 through October 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 off-sets 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: Fuqua Supply & Service
D/B/A Fuqua Janitorial Services
5962 Murphy Road
Bartow, Florida 33830
Attn: Jeannie Fuqua

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

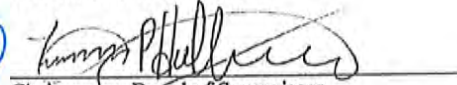
counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

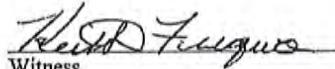
Attest:

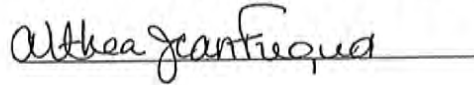
LAKESIDE LANDINGS COMMUNITY
DEVELOPMENT DISTRICT


Secretary/Assistant Secretary


Chairperson, Board of Supervisors

ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY &
SERVICE D/B/A FUQUA JANITORIAL SERVICES

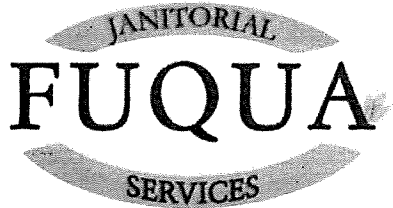

Witness



Keith Fuqua
Print Name of Witness

EXHIBIT A: Contractor's Proposal

EXHIBIT A – CONTRACTOR’S PROPOSAL



Fuqua Janitorial Services
 5962 Murphy Road
 Bartow, FL 33830
 (863) 651-9348

ESTIMATE

ADDRESS
 FISHKIND

SHIP TO
 FISHKIND
 LAKESIDE LANDING
 5701 LAKESIDE LANDING
 BLVD.

ESTIMATE # 1025
 DATE 07/18/2018
 EXPIRATION DATE 07/18/2019

QTY	DESCRIPTION	NET PRICE	EXT PRICE
1	CLUBHOUSE CLEANING (INITIAL CLEAN)	235.00	235.00T
1	CLUBHOUSE CLEANING ON MONDAY AND THURSDAY (RATE IS PER CLEANING)	75.00	75.00T
EACH CLEANING INCLUDES: BATHROOMS CLEANED/SANITIZED AND RESTOCKED AS NEEDED, FLOORS TO BE SWEEP AND MOPPED, COBWEB INSIDE AND OUTSIDE BATHROOMS, ALL TABLES AROUND COMMON AREA TO BE CLEANED, COMMON AREA FLOORS TO BE SWEEP OR HOSED DOWN AND ALL TRASH CANS TO BE EMPTIED. SUPPLIES INCLUDED IN PRICE: PAPER TOWELS, TOILET PAPER, FEMININE BAGS, URINAL SCREENS, SOAP, 24X32 CAN LINERS AND 40X48 CAN LINERS.			
* This price includes of Fuqua Janitorial removing all trash from property			
		SUBTOTAL	310.00
		TAX (7%)	21.70
		TOTAL	\$331.70

Monday / Thursdays

**Lakeside Landings
Community Development District**

Signage Proposals
(provided under separate cover)

**Lakeside Landings
Community Development District**

**Temporary Construction and Access
Easement Agreement**
(provided under separate cover)

**Lakeside Landings
Community Development District**

**Resolution 2019-01,
Amending the FY 2018 Budget**
(provided under separate cover)

**Lakeside Landings
Community Development District**

**Fiscal Year 2018 Audit
Engagement Letter**



Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

November 2, 2018

Lakeside Landing Community Development District
Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817

(850) 837-3141
(850) 654-4619 (fax)
CRLcpa.com

We are pleased to confirm our understanding of the services we are to provide Lakeside Landing Community Development District for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Lakeside Landing Community Development District as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Lakeside Landing Community Development District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Lakeside Landing Community Development District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Lakeside Landing Community Development District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Lakeside Landing Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of Lakeside Landing Community Development District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-

of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Lakeside Landing Community Development District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility

as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Lakeside Landing Community Development District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Lakeside Landing Community Development District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, Local Government Investment Policies, as of September 30, 2018. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contract or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our

report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may

intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817**

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 1, 2018 and to issue our reports no later than June 30, 2019. Alan Jowers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$4,250. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

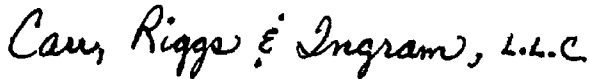
You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access,

notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

We appreciate the opportunity to be of service to Lakeside Landing Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



CARR, RIGGS & INGRAM, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Lakeside Landing Community Development District.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

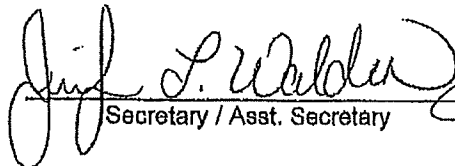
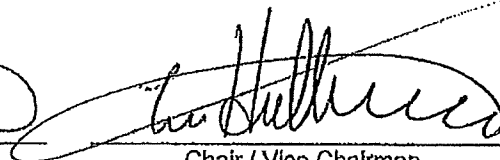
**Lakeside Landings
Community Development District**

**Payment Authorization
Nos. 50 - 55**

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 050
08/31/18

Item No.	Payee	Invoice	General Fund
	Fishkind & Associates		
	Aug. 2018: Mgmt Fee & Reimb	23184	\$ 2,346.15
	Hopping, Green, & Sams		
	Legal Services thru 07/31/18	102196	\$ 511.74
	The Ledger		
	Acct. 662138: 08/21/18	L060G01L0C	\$ 169.17
	Acct. 662138: 08/22/18	L060G01L0B	\$ 397.83
	Prince Land Services, Inc.		
	Sabal Palm/Insecticide/Touchups	38527	\$ 715.00
	Resort Pool Services		
	Free blocked pipe on pool tank	8365	\$ 150.00
	Extra clean up on pool deck	8311	\$ 250.00
	Clean up waste in bathroom	8338	\$ 100.00
	TECO		
	Acct. 211010974924	974924-082218	\$ 916.63
	Acct. 211010975145	975145-082218	\$ 1,599.39
	Acct. 221000317711	317711-082218	\$ 72.58
	Acct. 211010974684	974684-082218	\$ 2,022.77
	Acct. 221000317737	317737-082218	\$ 31.97
	Acct. 221003308162	308162-082218	\$ 322.03
	Acct. 221000317760	317760-082218	\$ 61.51
	Terminix		
	Acct. 11751764; Pest Control	378670427	\$ 60.00
			\$ 9,726.77

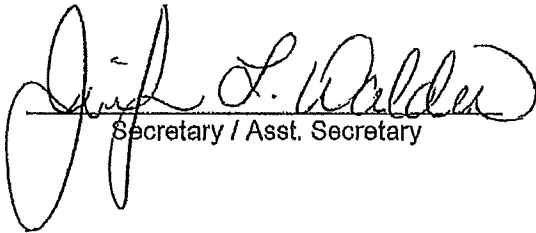



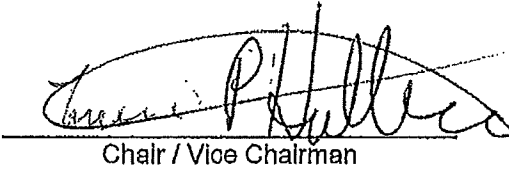
Secretary / Asst. Secretary
 Chair / Vice Chairman

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 051
09/07/18

Item No.	Payee	Invoice	General Fund
	Aquatic Systems, Inc. Sep. 2018: Lake/Wetland Svc	0000420032	\$ 1,349.00 ✓
	City of Winter Haven Acct. 805876	805876-080318	\$ 427.14 ✓
	Acct. 799642	799642-080318	\$ 8.84 ✓
	Fishkind & Associates Tax Roll Preparation and Submission	23276	\$ 5,000.00 ✓
	Prince Land Services, Inc. Sep. 2018: Lawn Maint.	38604	\$ 5,387.17 ✓
			<u>\$ 12,172.15</u> ✓


Secretary / Asst. Secretary

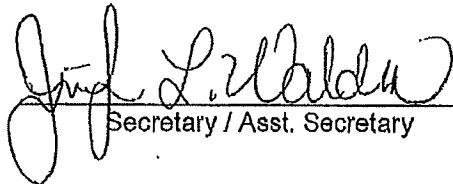

Chair / Vice Chairman

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 052

09/21/18

Item No.	Payee	Invoice	General Fund
EGIS			
	FY19 Insurance Premiums	7726	\$ 7,789.00 ✓
TECO			
	Acct. 211010974684	974684-092518	\$ 2,070.63 ✓
	Acct. 211010974924	974924-092518	\$ 938.67 ✓
	Acct. 211010975145	975145-092518	\$ 1,631.12 ✓
	Acct. 221000317711	317711-092518	\$ 68.91 ✓
	Acct. 221000317737	317737-092518	\$ 34.40 ✓
	Acct. 221003308162	317760-092518	\$ 98.78 ✓
	Acct. 221000317760	308162-092518	\$ 394.96 ✓
			\$ 13,026.47 ✓



 Secretary / Asst. Secretary

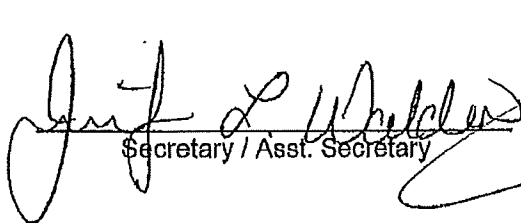


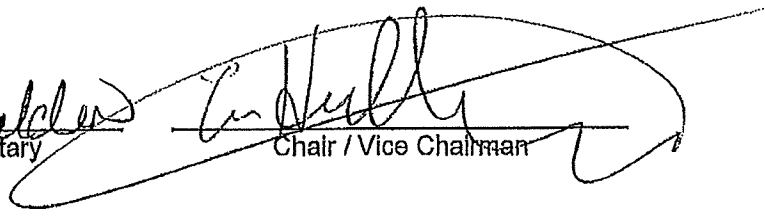
 Chair / Vice Chairman

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 053
09/28/18

Item No.	Payee	Invoice	General Fund
	City of Winter Haven		
	Acct. 805876	805876-100518	\$ 395.57 ✓
	Acct. 799642	799642-100518	\$ 8.84 ✓
	Fishkind & Associates		
	Sep. 2018: Mgmt Fee & Reimb	23352	\$ 3,140.34 ✓
	Hopping, Green, & Sams		
	Legal Services thru 08/31/18	102844	\$ 2,612.62 ✓
	Jan-Pro of Tampa Bay		
	Janitorial Svc at Pool	143132	\$ 132.69 ✓
	The Ledger		
	Acct. 662138: 09/12/18	L060G0IL0L	\$ 290.50 ✓
	Terminix		
	Acct. 11751764; Pest Control 09/25/18	379411459	\$ 60.00 ✓
			\$ 6,640.56 ✓

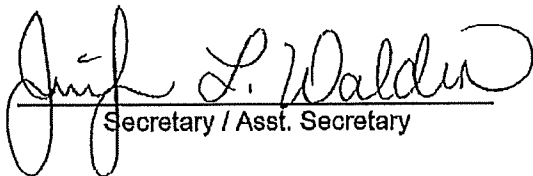

 Secretary / Asst. Secretary


 Chair / Vice Chairman

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 054
10/12/18

Item No.	Payee	Invoice	General Fund
	Aquatic Systems, Inc. Oct. 2018: Lake/Wetland Svc	0000423044	\$ 1,360.00 ✓
	Complete Pool Care Oct. 2018: Pool Service	11363	\$ 600.00 ✓
	Jan-Pro of Tampa Bay Oct. 2018: Pool Janitorial	143130	\$ 575.00 ✓
	Prince & Sons, Inc. Oct. 2018: Lawn Maint.	42	\$ 5,387.17 ✓
	Terminix Acct. 11751764; Pest Control 10/11/18	379411459	\$ 60.00 ✓
			<u>\$ 7,982.17</u> ✓

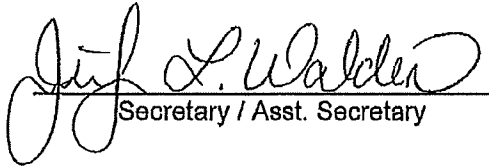

Secretary / Asst. Secretary


Chair / Vice Chairman

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 055
10/12/18

Item No.	Payee	Invoice	General Fund
	Complete Pool Care Sep. 2018: Pool Service	11345	\$ 600.00
			<u>\$ 600.00</u> ✓


Secretary / Asst. Secretary


Chair / Vice Chairman

**Lakeside Landings
Community Development District**

District Financial Statements

Lakeside Landing CDD
Statement of Activities (YTD)
As of 10/31/2018

	General Fund
<u>Revenues</u>	
Total Revenues	\$0.00
<u>Expenses</u>	
Management	\$2,083.33
Property Appraiser	4,443.72
Web Site Maintenance	75.00
Amenity - Pool Maintenance	1,175.00
Amenity - Pest Control	60.00
Amenity - Miscellaneous	75.00
General Insurance	4,400.00
Property & Casualty	3,389.00
Lake Maintenance	1,360.00
Landscaping Maintenance & Material	5,387.17
Streetlights	5,221.91
Total Expenses	\$27,670.13
<u>Other Revenues (Expenses) & Gains (Losses)</u>	
Interest Income	\$2.44
Total Other Revenues (Expenses) & Gains (Losses)	\$2.44
Change In Net Assets	(\$27,667.69)
Net Assets At Beginning Of Year	\$40,488.75
Net Assets At End Of Year	\$12,821.06

Lakeside Landing CDD
Statement of Financial Position
As of 10/31/2018

General Fund

Assets

Current Assets

General Checking Account	\$10,022.54
Assessments Receivable	414,155.11
Deposits	13,567.65
Total Current Assets	\$437,745.30

Total Assets	\$437,745.30
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Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$10,769.13
Deferred Revenue	414,155.11
Total Current Liabilities	\$424,924.24

Total Liabilities	\$424,924.24
--------------------------	---------------------

Net Assets

Net Assets, Unrestricted	\$69,458.89
Net Assets - General Government	(28,970.14)
Current Year Net Assets - General Government	(27,667.69)

Total Net Assets	\$12,821.06
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Total Liabilities and Net Assets	\$437,745.30
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Lakeside Landings CDD
Budget to Actual
For the month ending 10/31/18

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$0.00	\$34,512.92	\$(34,512.92)	\$414,155.00
Net Revenues	\$0.00	\$34,512.92	\$(34,512.92)	\$414,155.00
<u>General & Administrative Expenses</u>				
Management	\$2,083.33	\$2,083.33	\$(0.00)	\$25,000.00
Property Appraiser	4,443.72	\$363.33	\$4,080.39	4,360.00
District Counsel	0.00	\$1,250.00	\$(1,250.00)	15,000.00
Assessment Administration	0.00	\$416.67	\$(416.67)	5,000.00
Audit	0.00	\$333.33	\$(333.33)	4,000.00
Travel and Per Diem	0.00	\$62.50	\$(62.50)	750.00
Telephone/Conference Calls	0.00	\$8.33	\$(8.33)	100.00
Postage & Shipping	0.00	\$20.83	\$(20.83)	250.00
Copies	0.00	\$20.83	\$(20.83)	250.00
Legal Advertising	0.00	\$291.67	\$(291.67)	3,500.00
Contingency	0.00	\$83.33	\$(83.33)	1,000.00
Meeting Room	0.00	\$87.50	\$(87.50)	1,050.00
Web Site Maintenance	75.00	\$75.00	\$0.00	900.00
Dues, Licenses, and Fees	0.00	\$14.58	\$(14.58)	175.00
Security	0.00	\$1,984.33	\$(1,984.33)	23,812.00
Irrigation	0.00	\$2,083.33	\$(2,083.33)	25,000.00
Amenity - Playground Remulching (Landscaping)	0.00	\$166.67	\$(166.67)	2,000.00
Amenity - Pool Maintenance	1,175.00	\$1,916.67	\$(741.67)	23,000.00
Amenity - Access Control (Key Fobs)	0.00	\$481.25	\$(481.25)	5,775.00
Amenity - Janitorial Services	0.00	\$1,166.67	\$(1,166.67)	14,000.00
Amenity - Pest Control	60.00	\$60.00	\$0.00	720.00
Amenity - Playground Equipment Maintenance	0.00	\$41.67	\$(41.67)	500.00
Amenity - Security	0.00	\$606.25	\$(606.25)	7,275.00
Amenity - Miscellaneous	75.00	\$83.33	\$(8.33)	1,000.00
General Liability Insurance	4,400.00	\$406.25	\$3,993.75	4,875.00
Property & Casualty Insurance	3,389.00	\$407.33	\$2,981.67	4,888.00
Common Area Maintenance	0.00	\$833.33	\$(833.33)	10,000.00
Lake Maintenance	1,360.00	\$1,950.00	\$(590.00)	23,400.00
Landscaping Maintenance	5,387.17	\$7,083.33	\$(1,696.16)	85,000.00
Landscaping Improvements & Repairs	0.00	\$2,083.33	\$(2,083.33)	25,000.00
Signage & Amenities Repairs	0.00	\$697.92	\$(697.92)	8,375.00
Streetlights	5,221.91	\$7,350.00	\$(2,128.09)	88,200.00
Total General & Administrative Expenses	\$27,670.13	\$34,512.92	\$(6,842.79)	\$414,155.00
Total Expenses	\$27,670.13	\$34,512.92	\$(6,842.79)	\$414,155.00
Income (Loss) from Operations	\$(27,670.13)	\$0.00	\$(27,670.13)	\$0.00
<u>Other Income (Expense)</u>				
Interest Income	\$2.44	\$0.00	\$2.44	\$0.00
Total Other Income (Expense)	\$2.44	\$0.00	\$2.44	\$0.00
Net Income (Loss)	\$(27,667.69)	\$0.00	\$(27,667.69)	\$0.00