

Lakeside Landings Community Development District

12051 Corporate Blvd., Orlando, FL 32817

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The meeting of the Lakeside Landings Community Development District Board of Supervisors will be held on **Wednesday, January 16, 2019 at 2:00 p.m.** at **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

Passcode: 275521#

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 November 14, 2018 Board of Supervisors' Meeting

B. Business Matters

2. Consideration of District Management and Assessment Consultant Agreement
3. Consideration of Financial Advisory Agreement
4. Consideration of Resolution 2019-02, Designating District Manager, Assessment Consultant and Financial Advisor
5. Ratification of Payment Authorization Nos. 56-58
6. 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 November 14, 2018
Board of Supervisors' Meeting**

MINUTES OF MEETING

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

***Wednesday, November 14, 2018, 2:00 p.m.
Ramada, 43824 US-27, Davenport, FL 33837***

Board Members present:

| | |
|------------------|---------------------|
| Timothy Hultgren | Chairman |
| Chris Wrenn | Assistant Secretary |
| Leroy Sanchez | Assistant Secretary |

Also present were:

| | |
|------------------|---|
| Lynne Mullins | Fishkind & Associates, Inc. |
| Dexter Glasgow | Fishkind & Associates, Inc. |
| Jennifer Walden | Fishkind & Associates, Inc. (via phone) |
| Sarah Sandy | Hopping Green & Sams, P.A. (via phone) |
| Melissa Dotson | D.R. Horton |
| Lynn Mirles | Resident |
| Carlos M. Sierra | Resident |
| Marcia Christmas | Resident |
| Ed Michael | Resident |
| Betty Michael | Resident |
| Jim Smith | Resident |
| Chet Price | Resident |
| Carol Price | Resident |

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 September**

19, 2018 Board of Supervisors' Meeting

The Board reviewed the minutes of the September 19, 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 September 19, 2018 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Ratification of Amenity Event Request (Trunk o' Treat)

Ms. Mullins explained that per the District's Amenity Facility Rules, special events must be pre-approved and insurance must be provided. The HOA reached out regarding their requested special event for Halloween Trunk o' Treat, they provided the required items and the Chair approved the event. Ms. Mullins requested ratification of the Chair's action to approve the Amenity Event request.

On MOTION by Mr. Wrenn, seconded by Mr. Sanchez, with all in favor, the Board ratified the Amenity Event Request (Trunk o' Treat).

FIFTH ORDER OF BUSINESS

Ratification of Termination with Jan-Pro Cleaning Services

Ms. Mullins explained that Jan-Pro Cleaning Services stated that they cannot fulfill what was discussed in regards to the services we initially requested. Per District Counsel our contract with Jan-Pro also allows for 30 days' notice of termination. We sent the termination notice and Jan-Pro Cleaning Services decided to wave the 30 days and approved moving forward with immediate cancellation of services. Ms. Mullins requested a motion from the Board to ratify the Chair's action to terminate Jan-Pro Cleaning Services.

On MOTION by Mr. Wrenn, seconded by Mr. Sanchez, with all in favor, the Board ratified the actions of the Chairman regarding termination of Jan-Pro Cleaning Services.

SIXTH ORDER OF BUSINESS

**Ratification of Agreement
for Janitorial Services with
Fuqua Janitorial Services**

Ms. Mullins explained that Fuqua was initially a proposal the District received for the August 15, 2018 meeting but the District chose to move forward with Jan-Pro Cleaning Services. Fuqua did the initial clean and will continue service every Monday and Thursday. The Chair and Fuqua have both executed the agreement provided by District Counsel and now it needs to be ratified by the Board.

Mr. Sanchez asked what the initial remark was regarding the Board’s decision to go with Jan-Pro initially. Ms. Mullins responded that it had to do with price point. Fuqua initially charged a \$235.00 fee for the initial cleaning and they only come twice per week. She asked Mr. Glasgow to provide feedback. Mr. Glasgow responded that Fuqua started removing the built-up dirt. He said that it is starting to look like what the District needs it to look like. Fuqua is doing pressure washing along the patio and trying not to go too deep because it is a painted surface.

On MOTION by Mr. Wrenn, seconded by Mr. Sanchez, with all in favor, the Board ratified the Agreement for Janitorial Services with Fuqua Janitorial Services.

SEVENTH ORDER OF BUSINESS

**Consideration of Signage
Proposals**

Ms. Mullins presented the signage proposals to put up the no parking signs and switch out the higher speed limit signs. Mr. Glasgow explained that he had to send two proposals back because they keep adding tax.. The one proposer will email it to him and the other he has not heard from. The only other consideration is the price point. The Signarama proposal is the most complete.

Ms. Mullins indicated that in the back of the agenda package Mr. Glasgow placed some maps to help provide clarification of the location of the additional signs. Ms. Sandy asked Mr. Glasgow to confirm that the tow zone signs have all the requirements that are required by Statute. Mr. Glasgow stated that the signs being placed in the community will let the residents know where the tow-away zones are and whichever towing company the District approves will also be placing signs at the entrance to the community itself which will cover the District by statute. Mr. Glasgow stated that Macaw will not do the installation which is why their bid is so much lower and they will not provide the U-Channel post. Mr. Glasgow put their bid in there but it is not complete.

Mr. Leroy asked if there was a particular proposer he was leaning towards. Mr. Glasgow responded that he has used Signarama before and noted that the quality of their work is top notch, they are easy to work with, and they have multiple locations. He stated that they are

also willing to come out and drive the area with him to make sure of placement and they will guarantee the work and come back out to correct it. Ms. Mullins stated that most of the companies want 50% up front to move forward with the fabrication of the signs. Mr. Hultgren asked when the District will have funds in place in order to get this done. Ms. Walden stated that she checked with the accountant today and the District has not received money from assessments yet.

Ms. Mullins stated that the District did move forward with Rule Relating to Parking and Parking Enforcement and the District needs to have the signs up before the towing policies can be enforced. She noted that the Board was hoping to have that in place by December 1, 2018 but it will be postponed. The Board discussed authorizing the Chair to approve up to a certain dollar amount, so when the other bids come in he can pick the best bid.

On MOTION by Mr. Wrenn, seconded by Mr. Sanchez, with all in favor, the Board authorized the Chair to make a decision on signage for a not to exceed amount of \$12,000.00.

Mr. Hultgren requested a discussion on the date since the December 1, 2018 will need to be moved. Ms. Mullins asked if the District needs a new motion for changing the date for implementing towing services. Ms. Sandy replied that she can't remember if the Board took a motion previously or if it was just a discussion on when the Board would like to have those services in place. Ms. Walden added that there was no motion on the date.

Mr. Sanchez asked how the residents will be notified that the parking policy is being implemented. Ms. Mullins responded that District staff was going to send out an email blast.. District staff will post the information on the District website and the signs will be posted on the side of the street that is no parking. Ms. Sandy stated that the policy is already in place but the signs have to be up before the District can enforce anything. Ms. Mullins asked Ms. Sandy if the Board can authorize a mailer going out to residents. Ms. Sandy stated that she has no issue with an additional notice going out but there are associated costs and the District would have to authorize a cost for postage and paper. Mr. Hultgren stated that the District needs to send out mailed notice because the District does not have 80% of the resident's emails and then no one can say they were never informed.

On MOTION by Mr. Hultgren, seconded by Mr. Sanchez, with all in favor, the Board approved putting the policy in writing and mail it directly to each resident in the community.

Ms. Sandy stated that at the last meeting the residents mentioned and asked if the District could add into the policy the District's ability to tow if cars are not parked with the flow of traffic.. She looked into that and that it is a requirement of the State Statutes to park in the

direction of traffic and it is something that local law enforcement can enforce though tickets as it is a traffic infraction. Mr. Hultgren stated that Legal Counsel called him about it and informed him that the District would also have to post double signage on both sides and talk about the direction of parking. He noted that it is too expensive and the District can get into legal situations that are not good for the District.

Mr. Sierra asked why the District does not just mandate that residents park in their driveway and not on the street. Mr. Hultgren responded that the roads are public right of ways and they are allowed to park on them. Why the District cannot implement no overnight parking on the street. Mr. Hultgren responded that the roads are public roads and they can park there overnight and it is not against the law to park your car on the street overnight, so there is no legal action that the District can do. He stated that the District is allowed to regulate that one side of the road is for no parking except for emergency vehicles to get through. Mr. Hultgren stated that the District is taking the steps to work through what they are allowed to do. He added that the District explored all the avenues for it and this is the final resolution of where the District is at and what the District is allowed and what they can do.

Ms. Price asked about the parking by the mailboxes. The no parking zone is in front of the mailboxes. Another resident brought up a concern of a small spot in between his house and the neighbor that if someone chose to park there it will be hanging out in the driveways and the policy says it is a parking spot. Mr. Hultgren responded that the Board can look at the map closer and they have time to investigate that. He explained that the Board had to pick a flow of traffic on one side to keep it to and it is not perfect but as the policy is implemented it can be revised. He mentioned that he was concerned with the emergency vehicles not being able to get down the streets with cars parked on both sides. He stated that the Board will look at thing and if it becomes an issue, they will look at the resident's spot and pick a couple of the parking side that are designated spots. He asked residents to send photos to the CDD and let them know if they run into specific problems after the policies are in place and they will look at it.

EIGHTH ORDER OF BUSINESS

**Consideration of
Temporary Construction
and Access Easement
Agreement**

Ms. Sandy noted that at the last meeting the Board authorized District staff to move forward with drafting a temporary construction access easement for the Developer in order to build the second pool. The construction should be starting soon and Mr. Hultgren stated that they are in for permits right now. She has been discussing the easement with the Developer and just received final comments from them. She noted that the copy that the Board has is the original and there are a couple changes to it but nothing too substantial. Ms. Sandy asked for the Board to approve the Temporary Construction and Access Easement Agreement in final form subject to the additional changes by the Developer so it can be executed and recorded.

On MOTION by Mr. Wrenn, seconded by Mr. Sanchez, with all in favor, the Board approved the Temporary Construction and Access Easement Agreement in final form subject to additional changes.

NINTH ORDER OF BUSINESS

**Consideration of Resolution
2019-01, Amending the FY
2018 Budget**

Ms. Mullins explained that the District Accountant went through and updated the budget to actuals for Fiscal Year 2018 and it does appear that the District has gone over the \$10,000.00 or 10% threshold on several line items. Attached is the updated budget to include as an exhibit to the resolution to amend the budget.

The Board reviewed the amended budget. Ms. Sandy stated that several District Managers do this for accounting purposes so that at the end of the year the District has a balanced budget to show where money was spent to match the money that was budgeted and it is for an accounting purpose. Mr. Walden added that the Auditor will reference this and it is something that they look for to make sure things are tied up on the accounting side.

Mr. Hultgren added that the common area maintenance is up quite a bit too. Ms. Walden responded that is because the District added the area over by the pool. Mr. Hultgren stated that it is already recorded on the tax roll and the District will need to collect enough to cover the budget. He stated that if the Board revises it the District cannot go back and collect more. He asked how the District is going to recuperate that amount. Ms. Sandy stated that she thinks that the counts that were actually paid came from additional funds that were in the General Fund that were not used in other places or the District had additional funds on hand. Ms. Walden checked with the Accountant and said that she will have to go back and get actual numbers but Ms. Walden said that she knows the District had some money that carried over from Fiscal Year 2017 and some of that was used to cover the budget. She stated that the District does not go back out and assess the residents for. Mr. Hultgren asked if Ms. Walden knows of any extra money that the District has because based on the District's inability to do signs, he said he did not think the District had any extra money. Ms. Walden stated that the District currently has no money, they are caught up on bills and the District currently has no money to fund anything until the assessments come it from the Tax Collector.

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the Board approved Resolution 2019-01, Amending the FY 2018 Budget.

A Board Member requested District Counsel or District staff to help advise the Chairman on how to cover the difference between the original budget and the revised budget over the course of the year. Ms. Walden stated that District staff will look at the District's cashflow to see what was paid out. Mr. Hultgren stated that at the March meeting the District will have a good idea of where it stands regarding funds because tax bills are due by March.

TENTH ORDER OF BUSINESS

**Consideration of FY 2018
Audit Engagement Letter**

Ms. Mullins stated that the Board previously selected CRI to be the District's Auditor and they have provided an engagement letter for their services that they will render regarding the Fiscal Year 2018 Audit. The fee for the services are \$4,250.00 and District Counsel is in the process of reviewing the Engagement Letter. Ms. Mullins requested approval of the Fiscal Year 2018 Audit Engagement Letter in substantial form upon final approval from Counsel.

On MOTION by Mr. Hultgren seconded by Mr. Wrenn, with all in favor, the Board approved Fiscal Year 2018 Audit Engagement Letter in substantial form upon final approval from Counsel.

ELEVENTH ORDER OF BUSINESS

**Ratification of Payment
Authorization Nos. 50 - 55**

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

On MOTION by Mr. Sanchez, seconded by Mr. Wrenn, with all in favor, the Board ratified Payment Authorization Nos. 50 - 55.

TWELFTH ORDER OF BUSINESS

**Review of District Financial
Statements.**

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

THIRTEENTH ORDER OF BUSINESS

Staff Reports

Attorney: No Report

Engineer: Not Present

District Manager: Ms. Mullins noted that the next scheduled meeting is Wednesday, January 16, 2018 at 2:00 p.m.

FOURTEENTH ORDER OF BUSINESS

**Audience Comments &
Supervisor Requests**

Ms. Mullins opened the floor for Supervisor requests.

Mr. Sierra asked about residents serving on the Board. Ms. Walden replied that in May the Board adopted a resolution that extended the terms of office so that the Landowners' Election will coincide with the General Election and that will not happen until November of 2020.

Mr. Sierra brought up issues with vandalism and asked if District staff tried to track down the individuals responsible. Ms. Mullins stated that someone would have to report who they saw vandalizing for District staff to take any action. Mr. Sierra showed Ms. Mullins a screen shot of a fence with graffiti. Mr. Hultgren asked if it was being scheduled for repair. Mr. Glasgow stated that the individual did not damage the mount, they popped the rivet and took the bars out. Ms. Mullins stated that District staff is aware the incident occurred but unless they know who it is, they cannot follow through with any type of action. Mr. Hultgren stated that it must be reported and suggested reporting this type of issue to the police to let them help prosecute it.

Ms. Christmas asked if there will be additional camera installed to cover the entire area of the new pool. Mr. Hultgren stated that the board will have to look into that and figure that out. He stated that the system that the District purchased holds eight cameras and right now there are only five cameras installed. Ms. Christmas suggested putting a camera that faces the playground. Mr. Hultgren stated that the District can probably get that done.

Mr. Michael stated that he has not seen any hogs since October 10, 2018 and asked if the District still has trappers out there. Mr. Glasgow replied that it is an ongoing process with Prince. Mr. Michael asked if they have traps set and Mr. Glasgow stated that they are monitoring it.

A resident asked what will happen when vehicles are parked on one side of the street with traffic pick up. Mr. Hultgren stated that no one should be parking on any part of the apron of the driveway and if residents put garbage cans at the end of that he thinks the residents will be fine. He also suggested pushing it to the street a little bit if there is a car in the way.

There were no other audience comments or Supervisor requests.

FIFTEENTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Mr. Wrenn, seconded by Mr. Hultgren, with all in favor, the November 14, 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**

**District Management and Assessment
Consultant Agreement**

DISTRICT MANAGEMENT AND ASSESSMENT CONSULTANT AGREEMENT

This District Management Agreement (this “Agreement”), made and entered into this 16th day of January, 2019 (the “Effective Date”) by and between Lakeside Landings Community Development District (“DISTRICT”) and Fishkind & Associates, Inc. (hereinafter called the “MANAGER”) sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER’s professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT’s approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:

Lakeside Landings Community Development District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Jonathan Johnson

MANAGER:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of MANAGER set forth below will provide the services set forth in this Agreement; provided that MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Jennifer Walden
- Lynne Mullins

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XIII. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not market or otherwise be responsible for the initial offering of the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of MANAGER or any of its associated persons, neither MANAGER nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder, (ii) any error of judgment or mistake of law, or (iii) any loss arising out of or any financial or other damages resulting from DISTRICT's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of MANAGER or any of its associated persons, upon any advice or recommendation provided by MANAGER to DISTRICT.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the MANAGER, the MANAGER 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.

9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Board of Supervisors:

Lakeside Landings Community Development District

Sign _____

Print Name _____

Fishkind & Associates, Inc.

Hank Fishkind, Ph.D., President

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT’s Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT’s Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will maintain the DISTRICT’s website in compliance with applicable law and ensure an e-mail system is in place which provides a separate “CDD e-mail address” for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT’s auditors to assure a smooth and efficient audit of the DISTRICT’s books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT’s records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Assessment Consulting Services

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

EXHIBIT B
COMPENSATION FOR SERVICES

The table below outlines the minimum management fees. The fees depend upon the type of district, the website selected, and the number of debt issues outstanding for the DISTRICT. Fees are reviewed and adjusted annually pursuant to the DISTRICT's budget process. Our fees include the provision of the services described in Exhibit A, as well as the reimbursable *expenses* set forth in Section III(1).

| <i>Type of District</i> | <i>Management Fee</i> | |
|---|---|---------|
| Inactive | \$5,000 | |
| Developer Control | \$25,000 | |
| Resident Control | \$60,000 | |
| Website | Set Up | Annual |
| Minimum | \$2,000 | \$900 |
| Standard | \$3,000 | \$2,500 |
| Deluxe | \$5,000 | \$5,000 |
| Lien Book, Tax Roll, and Continuing Disclosure Services | Amount | |
| Base Fee | \$5,000 | |
| Fee per debt issue | \$7,500 | |
| Assessment Methodology Preparation and Assessment Consulting Services | Fee to be negotiated per debt issuance | |

EXHIBIT C
INSURANCE

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Financial Advisory Agreement

FINANCIAL ADVISORY AGREEMENT

This agreement (“Agreement”), made and entered into this 16th day of January, 2019, (the “Effective Date”) by and between Lakeside Landings Community Development District (“DISTRICT”) and Fishkind & Associates, Inc. (hereinafter called “FA”), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as IRMA, including in the written

representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, FA's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective as of the Effective Date until January 16, 2020 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or

substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VII. INFORMATION TO BE FURNISHED TO FA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

Odnhvgh#Ddglbjv#F rp p xqlw|#G hyharsp hqw#E lwulfw#
45384#F rusrudw#Erxdydg#
R wdggr/#I arubd#5;34#

#

K rsslbj#J unq# #Vdp v#5D#
44<#W#P rqrh#Vwhw#Xlw#533#
Wdwdwvh/#I arubd#5634#

#

I lknbg# #Dwrfldw/#qf#
45384#F rusrudw#Erxdydg#
R wdggr/#I O#5;34#

#

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

X. FA'S REPRESENTATIVES

1. Assignment of Named Individuals

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

~ Hank Fishkind, P

51 Changes in Staff Requested by the DISTRICT#

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

FA shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will

FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE.

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records

pursuant to Florida laws. When such public records are transferred by the FA, the FA 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.

[Signature Page Follows]

IN WITNESS THEREOF, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: Timothy Hultgren

Title: Chairman

Date: January 16, 2019

FA

By: _____

Name: Hank Fishkind

Title: President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected

operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.
- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
 - Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
 - Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
 - Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
 - As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
 - Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
 - Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
 - Assist and advise the DISTRICT with investment of proceeds of debt offerings
3. **Special Services.** Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))

9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
 10. Financial analysis of projects being developed by engineer/architect studies
- 441Negotiate on behalf of the DISTRICT for proposed projects

#

EXHIBIT B
COMPENSATION FOR SERVICES

| Description | Unit Price | |
|--|---|-----------------------------|
| TRANSACTIONAL FEE SCHEDULE | | |
| | Investment Grade | Non-investment Grade |
| A. Conventional Long-Term Fixed Rate Debt | | |
| Up to \$25 Million | <u>\$1.00/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| \$25 Million up to \$50 Million | <u>\$0.85/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| Over \$50 Million up to \$75 Million | <u>\$0.75/ \$1,000</u> | <u>\$0.85/ \$1,000</u> |
| Over \$75 Million | <u>\$0.50/ \$1,000</u> | <u>\$0.75/ \$1,000</u> |
| Above Fees Subject To: | | |
| Minimum | <u>\$20,000.00</u> | <u>\$25,000.00</u> |
| Maximum | <u>\$125,000.00</u> | <u>\$200,000.00</u> |
| Additional Fee – Refunding Transaction | \$ <u>N/A</u> (excluding escrow structuring if requested) | |

B. Notes, Including but not Limited to TANS and RANS \$15,000.00¹

¹Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

NON-TRANSACTIONAL FEE SCHEDULE

C. Professional Fees

| | |
|---|-----------------------|
| Managing Director | <u>\$300.00/ Hour</u> |
| Senior Managing Consultant (other senior staff) | <u>\$250.00/ Hour</u> |
| Senior Analyst (Analyst) | <u>\$150.00/ Hour</u> |
| Administrative Staff | <u>\$0.00 / Hour</u> |

D. Out of Pocket Expenses

| | |
|---------------|------------------------------------|
| Not to Exceed | <u>\$2,000.00</u> per Issue* |
| Travel | At Cost |
| Lodging | At Cost |
| Meals | At Cost |
| Postage | At Cost |
| Telephone | At Cost |
| Copies | 0.10 Black & White; 0.50 for Color |
| Printing | 0.10 Black & White; 0.50 for Color |

*FA also offers a flat “overhead” fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc). Both structures exclude New York and other out of state travel, which is billed at cost.

Other Services

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

EXHIBIT C
INSURANCE

Fishkind & Associates, Inc. (“FA”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision
Cyber Liability \$50,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

| | |
|---|---|
| Professional Liability (E&O) | Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV) |
| Financial Institution Bond | Federal Insurance Company; (A++; XV) |
| Cyber Liability | Indian Harbor Insurance Company (A; XV) |
| General Liability | Great Northern Insurance Company; (A++; XV) |
| Automobile Liability | Federal Insurance Company; (A++; XV) |
| Excess /Umbrella Liability | Federal Insurance Company; (A++; XV) |
| Workers Compensation & Employers Liability | Great Northern Insurance Company; (A++; XV) |

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

**Resolution 2019-02,
Designating District Manager, Assessment Consultant
and Financial Advisor**

RESOLUTION 2019-02

A RESOLUTION DESIGNATING FISHKIND & ASSOCIATES, INC., AS DISTRICT MANAGER OF AND ASSESSMENT CONSULTANT FOR AND FINANCIAL ADVISOR TO LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING COMPENSATION, AND PROVIDING 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 189, *Florida Statutes*, being situated in Sarasota and Manatee Counties, Florida; and

WHEREAS, the Board of Supervisors (“Board”) of the District has previously appointed Fishkind & Associates, Inc. as District Manager and Assessment Consultant (hereinafter, collectively, the “District Manager”) and Financial Advisor; and

WHEREAS, the Board of Supervisors and Fishkind & Associates, Inc. desire to enter into a revised District Management Agreement and Financial Advisor Agreement (collectively, the “Fishkind Agreement”), which shall be dated effective as of the date of this Resolution, the form(s) of which are attached hereto as **Exhibit A**; and

WHEREAS, pursuant to the terms of the Fishkind Agreement, Fishkind & Associates, Inc. may, upon notice to the District, assign its rights and obligations under such agreement to any subsidiary, affiliate, or successor in connection with the sale of all or substantially all of Fishkind & Associates, Inc.’s assets; and

WHEREAS, Fishkind & Associates, Inc. has recently advised the Board of Supervisors of the District of its intent to enter into a proposed transaction (the “Transaction”) with PFM Financial Advisors LLC or PFM Consulting Services, LLC or its affiliate(s) (collectively, “PFM”) whereby Fishkind will sell all or substantially all of its assets to PFM; and

WHEREAS, in connection with the Transaction and pursuant to the Fishkind Agreement, Fishkind & Associates, Inc. desires to assign its rights and obligations as District Manager and Financial Advisor under the Fishkind Agreement to PFM upon and after the date the Transaction is consummated, and the Board is amenable to such assignment upon the consummation of the Transaction.

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

1. Fishkind & Associates, Inc. has previously been appointed the District Manager and Financial Advisor to the District.

2. Fishkind & Associates, Inc., shall be compensated for services in such capacity in the manner prescribed set forth in the Fishkind Agreement attached hereto as **Exhibit A**, which agreement is approved as to form and substance. Upon execution of the Fishkind Agreement(s) attached hereto as **Exhibit A**, all prior agreements relating to the services contemplated in the Fishkind Agreement attached hereto as **Exhibit A** are hereby rescinded by the parties and shall be of no further force and effect.
3. The assignment by Fishkind & Associates, Inc. of all of its rights and obligations as District Manager and Financial Advisor under the Fishkind Agreement to PFM is approved by the Board in connection with, and shall become effective upon, consummation of the Transaction referenced hereinabove.
4. This Resolution shall become effective immediately upon its adoption.

Adopted this 11th day of January, 2019.

ATTEST:

**LAKESIDE LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman

Exhibit A: Fishkind Agreements

Exhibit A

DISTRICT MANAGEMENT AND ASSESSMENT CONSULTANT AGREEMENT

This District Management Agreement (this “Agreement”), made and entered into this 16th day of January, 2019 (the “Effective Date”) by and between Lakeside Landings Community Development District (“DISTRICT”) and Fishkind & Associates, Inc. (hereinafter called the “MANAGER”) sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER’s professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT’s approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:

Lakeside Landings Community Development District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Jonathan Johnson

MANAGER:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of MANAGER set forth below will provide the services set forth in this Agreement; provided that MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Jennifer Walden
- Lynne Mullins

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XIII. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not market or otherwise be responsible for the initial offering of the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of MANAGER or any of its associated persons, neither MANAGER nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder, (ii) any error of judgment or mistake of law, or (iii) any loss arising out of or any financial or other damages resulting from DISTRICT's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of MANAGER or any of its associated persons, upon any advice or recommendation provided by MANAGER to DISTRICT.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the MANAGER, the MANAGER 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.

9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Board of Supervisors:

Lakeside Landings Community Development District

Sign _____

Print Name _____

Fishkind & Associates, Inc.

Hank Fishkind, Ph.D., President

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will maintain the DISTRICT's website in compliance with applicable law and ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Assessment Consulting Services

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

EXHIBIT B
COMPENSATION FOR SERVICES

The table below outlines the minimum management fees. The fees depend upon the type of district, the website selected, and the number of debt issues outstanding for the DISTRICT. Fees are reviewed and adjusted annually pursuant to the DISTRICT's budget process. Our fees include the provision of the services described in Exhibit A, as well as the reimbursable *expenses* set forth in Section III(1).

| <i>Type of District</i> | <i>Management Fee</i> | |
|---|---|---------|
| Inactive | \$5,000 | |
| Developer Control | \$25,000 | |
| Resident Control | \$60,000 | |
| Website | Set Up | Annual |
| Minimum | \$2,000 | \$900 |
| Standard | \$3,000 | \$2,500 |
| Deluxe | \$5,000 | \$5,000 |
| Lien Book, Tax Roll, and Continuing Disclosure Services | Amount | |
| Base Fee | \$5,000 | |
| Fee per debt issue | \$7,500 | |
| Assessment Methodology Preparation and Assessment Consulting Services | Fee to be negotiated per debt issuance | |

EXHIBIT C
INSURANCE

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

FINANCIAL ADVISORY AGREEMENT

This agreement (“Agreement”), made and entered into this 16th day of January, 2019, (the “Effective Date”) by and between Lakeside Landings Community Development District (“DISTRICT”) and Fishkind & Associates, Inc. (hereinafter called “FA”), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as IRMA, including in the written

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
 - Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
 - Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
 - Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
 - As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
 - Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
 - Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
 - Assist and advise the DISTRICT with investment of proceeds of debt offerings
3. **Special Services.** Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))

EXHIBIT B
COMPENSATION FOR SERVICES

| Description | Unit Price | |
|--|---|-----------------------------|
| TRANSACTIONAL FEE SCHEDULE | | |
| | Investment Grade | Non-investment Grade |
| A. Conventional Long-Term Fixed Rate Debt | | |
| Up to \$25 Million | <u>\$1.00/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| \$25 Million up to \$50 Million | <u>\$0.85/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| Over \$50 Million up to \$75 Million | <u>\$0.75/ \$1,000</u> | <u>\$0.85/ \$1,000</u> |
| Over \$75 Million | <u>\$0.50/ \$1,000</u> | <u>\$0.75/ \$1,000</u> |
| Above Fees Subject To: | | |
| Minimum | <u>\$20,000.00</u> | <u>\$25,000.00</u> |
| Maximum | <u>\$125,000.00</u> | <u>\$200,000.00</u> |
| Additional Fee – Refunding Transaction | \$ <u>N/A</u> (excluding escrow structuring if requested) | |

B. Notes, Including but not Limited to TANS and RANS \$15,000.00¹

¹Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

NON-TRANSACTIONAL FEE SCHEDULE

C. Professional Fees

| | |
|---|-----------------------|
| Managing Director | <u>\$300.00/ Hour</u> |
| Senior Managing Consultant (other senior staff) | <u>\$250.00/ Hour</u> |
| Senior Analyst (Analyst) | <u>\$150.00/ Hour</u> |
| Administrative Staff | <u>\$0.00 / Hour</u> |

D. Out of Pocket Expenses

| | |
|---------------|------------------------------------|
| Not to Exceed | <u>\$2,000.00 per Issue*</u> |
| Travel | At Cost |
| Lodging | At Cost |
| Meals | At Cost |
| Postage | At Cost |
| Telephone | At Cost |
| Copies | 0.10 Black & White; 0.50 for Color |
| Printing | 0.10 Black & White; 0.50 for Color |

FINANCIAL ADVISORY AGREEMENT

This agreement (“Agreement”), made and entered into this 16th day of January, 2019, (the “Effective Date”) by and between Lakeside Landings Community Development District (“DISTRICT”) and Fishkind & Associates, Inc. (hereinafter called “FA”), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as IRMA, including in the written

representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, FA's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective as of the Effective Date until January 16, 2020 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or

substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VII. INFORMATION TO BE FURNISHED TO FA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

Odnhvgh#Ddglbjv#F rp p xqlw|#G hyharsp hqw#E lwulfw#
45384#F rusrudw#Erxdydg#
R wdggr/#I arubd#5;34#

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K rsslbj#J unq# #Vdp v#5D#
44<#W#P rqrh#Vwhw#Xlw#533#
Wdwdwvh/#I arubd#5634#

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I lknbg# #Dwrfldw/#qf#
45384#F rusrudw#Erxdydg#
R wdggr/#I O#5;34#

#

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

X. FA'S REPRESENTATIVES

1. Assignment of Named Individuals

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

~ Hank Fishkind, P

51 Changes in Staff Requested by the DISTRICT#

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

FA shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will

FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE.

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records

pursuant to Florida laws. When such public records are transferred by the FA, the FA 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.

[Signature Page Follows]

IN WITNESS THEREOF, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

LAKESIDE LANDINGS COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: Timothy Hultgren

Title: Chairman

Date: January 16, 2019

FA

By: _____

Name: Hank Fishkind

Title: President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected

operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.
- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
 - Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
 - Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
 - Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
 - As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
 - Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
 - Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
 - Assist and advise the DISTRICT with investment of proceeds of debt offerings
3. **Special Services.** Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))

9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
 10. Financial analysis of projects being developed by engineer/architect studies
- 441Negotiate on behalf of the DISTRICT for proposed projects

#

EXHIBIT B
COMPENSATION FOR SERVICES

| Description | Unit Price | |
|--|---|-----------------------------|
| TRANSACTIONAL FEE SCHEDULE | | |
| | Investment Grade | Non-investment Grade |
| A. Conventional Long-Term Fixed Rate Debt | | |
| Up to \$25 Million | <u>\$1.00/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| \$25 Million up to \$50 Million | <u>\$0.85/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| Over \$50 Million up to \$75 Million | <u>\$0.75/ \$1,000</u> | <u>\$0.85/ \$1,000</u> |
| Over \$75 Million | <u>\$0.50/ \$1,000</u> | <u>\$0.75/ \$1,000</u> |
| Above Fees Subject To: | | |
| Minimum | <u>\$20,000.00</u> | <u>\$25,000.00</u> |
| Maximum | <u>\$125,000.00</u> | <u>\$200,000.00</u> |
| Additional Fee – Refunding Transaction | \$ <u>N/A</u> (excluding escrow structuring if requested) | |

B. Notes, Including but not Limited to TANS and RANS \$15,000.00¹

¹Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

NON-TRANSACTIONAL FEE SCHEDULE

C. Professional Fees

| | |
|---|-----------------------|
| Managing Director | <u>\$300.00/ Hour</u> |
| Senior Managing Consultant (other senior staff) | <u>\$250.00/ Hour</u> |
| Senior Analyst (Analyst) | <u>\$150.00/ Hour</u> |
| Administrative Staff | <u>\$0.00 / Hour</u> |

D. Out of Pocket Expenses

| | |
|---------------|------------------------------------|
| Not to Exceed | <u>\$2,000.00</u> per Issue* |
| Travel | At Cost |
| Lodging | At Cost |
| Meals | At Cost |
| Postage | At Cost |
| Telephone | At Cost |
| Copies | 0.10 Black & White; 0.50 for Color |
| Printing | 0.10 Black & White; 0.50 for Color |

*FA also offers a flat “overhead” fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc). Both structures exclude New York and other out of state travel, which is billed at cost.

Other Services

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

EXHIBIT C
INSURANCE

Fishkind & Associates, Inc. (“FA”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision
Cyber Liability \$50,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

| | |
|---|---|
| Professional Liability (E&O) | Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV) |
| Financial Institution Bond | Federal Insurance Company; (A++; XV) |
| Cyber Liability | Indian Harbor Insurance Company (A; XV) |
| General Liability | Great Northern Insurance Company; (A++; XV) |
| Automobile Liability | Federal Insurance Company; (A++; XV) |
| Excess /Umbrella Liability | Federal Insurance Company; (A++; XV) |
| Workers Compensation & Employers Liability | Great Northern Insurance Company; (A++; XV) |

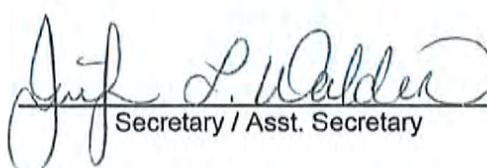
**Lakeside Landings
Community Development District**

**Payment Authorization
Nos. 56-58**

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 056
11/02/18

| Item No. | Payee | Invoice | General Fund FY18 | General Fund FY19 |
|--------------|---|---|-------------------|---|
| 1 | Aquatic Systems, Inc. Nov. 2018: Lake/Wetland Svc | 0000426171 | | \$ 1,360.00 ✓ |
| 2 | City of Winter Haven Acct. 805876 Acct. 799642 | 805876-110218 799642-110218 | | \$ 490.07 ✓ \$ 8.84 ✓ |
| 3 | Complete Pool Care Nov. 2018: Pool Service, parts | 11411 | | \$ 612.00 ✓ |
| 4 | Florida DEO FY2019 Annual Special Dist Fee | 72580 | | \$ 175.00 ✓ |
| 5 | Hopping, Green, & Sams Sep. 2018: Legal Services thru 09/30/18 | 103415 | \$ 2,723.97 ✓ | |
| 6 | Prince & Sons Inc. Nov. 2018: Lawn Maint. | 81 | | \$ 5,387.17 ✓ |
| 7 | TECO Acct. 211010974684 Acct. 211010974924 Acct. 211010975145 Acct. 221000317711 Acct. 221000317737 Acct. 221003308162 Acct. 221000317760 | 974684-092518 974924-092518 975145-092518 317711-092518 317737-092518 317760-092518 308162-092518 | | \$ 2,070.58 ✓ \$ 938.67 ✓ \$ 1,630.94 ✓ \$ 62.39 ✓ \$ 32.86 ✓ \$ 139.39 ✓ \$ 163.64 ✓ |
| TOTAL | | | \$ 2,723.97 ✓ | \$ 13,071.55 ✓ |


Secretary / Asst. Secretary


Chair / Vice Chairman

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 057
11/30/18

| Item No. | Payee | Invoice | General Fund FY18 | General Fund FY19 |
|--------------|---|---|-------------------|---|
| 1 | Fishkind & Associates Oct. 2018: Mgmt Fee & Reimb Reimbursables | 23730-FY19 23730-FY18 | \$ 686.56 | \$ 2,233.33 ✓ |
| 2 | Fishkind & Associates Nov. 2018: Mgmt Fee & Reimb Reimbursables | 23730-FY19 23730-FY18 | \$ 287.03 ✓ | \$ 2,860.46 ✓ |
| 3 | Fuqua Janitorial Services Nov. 2018: Amenity Janitorial | 7532 | | \$ 835.00 ✓ |
| 4 | Joe G. Tedder, Tax Collector FY 2019 Postage for Tax Assessments | 111318-TAX | | \$ 73.41 ✓ |
| 5 | Hopping, Green, & Sams Legal Services thru 10/31/18 | 103986 | | \$ 953.11 ✓ |
| 6 | The Ledger Acct. 662138: BOS, 11/07 | L060G01MB9 | | \$ 243.83 ✓ |
| 7 | TECO Acct. 211010974684 Acct. 211010974924 Acct. 211010975145 Acct. 221000317711 Acct. 221000317737 Acct. 221003308162 Acct. 221000317760 | 974684-112118 974924-112118 975145-112118 317711-112118 317737-112118 317760-112118 308162-112118 | | \$ 2,070.58 ✓ \$ 938.67 ✓ \$ 1,630.94 ✓ \$ 62.92 ✓ \$ 33.52 ✓ \$ 338.82 ✓ \$ 123.08 ✓ |
| 8 | Terminix Acct. 11751764; Pest Control 11/13/18 | 380850823 | | \$ 60.00 ✓ |
| TOTAL | | | \$ 973.59 | \$ 12,457.67 ✓ |

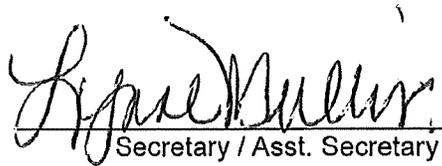
Rynae Mullins
Secretary / Asst. Secretary

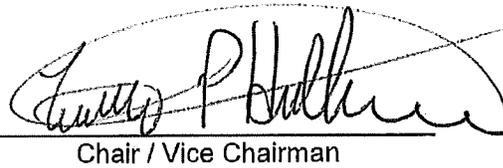
Joe Tedder
Chair / Vice Chairman

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 058
12/14/18

| Item No. | Payee | Invoice | General Fund FY19 | |
|--------------|---|--------------------------------|----------------------|--------|
| 1 | Aquatic Systems, Inc. Dec. 2018: Lake/Wetland Svc | 0000428989 | \$ 1,360.00 | ✓ |
| 2 | City of Winter Haven Acct. 805876 Acct. 799642 | 805876-110218 799642-110218 | \$ 344.36 \$ 8.84 | ✓ ✓ |
| 3 | Complete Pool Care Dec. 2018: Pool Service | 11451 | \$ 600.00 | |
| TOTAL | | | <u>\$ 2,313.20</u> | |


Secretary / Asst. Secretary


Chair / Vice Chairman

**LAKESIDE LANDINGS
COMMUNITY DEVELOPMENT
DISTRICT**

District Financial Statements

Lakeside Landings CDD
Statement of Activities
As of 12/31/18

General Fund

Revenues

| | |
|---------------------|--------------|
| On-Roll Assessments | \$287,645.18 |
| Other Income | \$0.01 |
| Total Revenues | \$287,645.19 |

Expenses

| | |
|--|-------------|
| Management | \$6,249.99 |
| Property Appraiser | 4,443.72 |
| District Counsel | 953.11 |
| Assessment Administration | 0.00 |
| Audit | 0.00 |
| Travel and Per Diem | 636.42 |
| Telephone/Conference Calls | 20.13 |
| Postage & Shipping | 85.11 |
| Copies | 49.35 |
| Legal Advertising | 243.83 |
| Contingency | 178.37 |
| Meeting Room | 160.50 |
| Web Site Maintenance | 225.00 |
| Dues, Licenses, and Fees | 175.00 |
| Security | 0.00 |
| Irrigation | 852.11 |
| Amenity: Playground Remulching (Landscaping) | 0.00 |
| Amenity: Pool Maintenance | 2,066.36 |
| Amenity: Access Control (Key Fobs) | 0.00 |
| Amenity: Janitorial Services | 2,085.00 |
| Amenity: Pest Control | 180.00 |
| Amenity: Playground Equipment Maintenance | 0.00 |
| Amenity: Security | 0.00 |
| Amenity: Miscellaneous | 75.00 |
| General Liability Insurance | 4,400.00 |
| Property Insurance | 3,389.00 |
| Common Area Maintenance | 0.00 |
| Lake Maintenance | 4,080.00 |
| Landscaping Maintenance | 16,161.51 |
| Landscape Improvements & Repairs | 0.00 |
| Signage & Amenities Repair | 0.00 |
| Streetlights | 15,658.68 |
| Total Expenses | \$62,368.19 |

Other Revenues (Expenses) & Gains (Losses)

| | |
|--|--------|
| Interest Income | \$2.44 |
| Total Other Revenues (Expenses) & Gains (Losses) | \$2.44 |

Change in Net Assets \$225,279.44

Net Assets At Beginning Of Year \$40,747.78

Net Assets At End Of Year \$266,027.22

Lakeside Landings CDD
Statement of Financial Position
As of 12/31/18

General Fund

Assets

Current Assets

| | |
|--------------------------|---------------------|
| General Checking Account | \$266,587.01 |
| Assessments Receivable | 126,509.93 |
| Deposits | 13,903.65 |
| Total Current Assets | <u>\$407,000.59</u> |

Total Assets \$407,000.59

Liabilities and Net Assets

Current Liabilities

| | |
|---------------------------|---------------------|
| Accounts Payable | \$14,463.44 |
| Deferred Revenue | \$126,509.93 |
| Total Current Liabilities | <u>\$140,973.37</u> |

Total Liabilities \$140,973.37

Net Assets

| | |
|---|-------------|
| Net Assets, Unrestricted | \$69,458.89 |
| Net Assets, General Government | (28,711.11) |
| Current Year Net Assets, General Government | 225,279.44 |

Total Net Assets \$266,027.22

Total Liabilities and Net Assets \$407,000.59

Lakeside Landings CDD
 Budget to Actual
 For the month ending 12/31/18

| | YTD Actual | YTD Budget | YTD Variance | FY 2019 Adopted Budget |
|---|---------------------|---------------------|----------------------|------------------------------|
| <u>Revenues</u> | | | | |
| On-Roll Assessments | \$287,645.18 | \$103,538.75 | \$184,106.43 | \$414,155.00 |
| Net Revenues | \$287,645.18 | \$103,538.75 | \$184,106.43 | \$414,155.00 |
| <u>General & Administrative Expenses</u> | | | | |
| Management | \$6,249.99 | \$6,250.00 | \$(0.01) | \$25,000.00 |
| Property Appraiser | 4,443.72 | 1,090.00 | 3,353.72 | 4,360.00 |
| District Counsel | 953.11 | 3,750.00 | (2,796.89) | 15,000.00 |
| Assessment Administration | 0.00 | 1,250.00 | (1,250.00) | 5,000.00 |
| Audit | 0.00 | 1,000.00 | (1,000.00) | 4,000.00 |
| Travel and Per Diem | 636.42 | 187.50 | 448.92 | 750.00 |
| Telephone/Conference Calls | 20.13 | 25.00 | (4.87) | 100.00 |
| Postage & Shipping | 85.11 | 62.50 | 22.61 | 250.00 |
| Copies | 49.35 | 62.50 | (13.15) | 250.00 |
| Legal Advertising | 243.83 | 875.00 | (631.17) | 3,500.00 |
| Contingency | 178.37 | 250.00 | (71.63) | 1,000.00 |
| Meeting Room | 160.50 | 262.50 | (102.00) | 1,050.00 |
| Web Site Maintenance | 225.00 | 225.00 | 0.00 | 900.00 |
| Dues, Licenses, and Fees | 175.00 | 43.75 | 131.25 | 175.00 |
| Security | 0.00 | 5,953.00 | (5,953.00) | 23,812.00 |
| Irrigation | 852.11 | 6,250.00 | (5,397.89) | 25,000.00 |
| Amenity: Playground Remulching (Landscaping) | 0.00 | 500.00 | (500.00) | 2,000.00 |
| Amenity: Pool Maintenance | 2,066.36 | 5,750.00 | (3,683.64) | 23,000.00 |
| Amenity: Access Control (Key Fobs) | 0.00 | 1,443.75 | (1,443.75) | 5,775.00 |
| Amenity: Janitorial Services | 2,085.00 | 3,500.00 | (1,415.00) | 14,000.00 |
| Amenity: Pest Control | 180.00 | 180.00 | 0.00 | 720.00 |
| Amenity: Playground Equipment Maintenance | 0.00 | 125.00 | (125.00) | 500.00 |
| Amenity: Security | 0.00 | 1,818.75 | (1,818.75) | 7,275.00 |
| Amenity: Miscellaneous | 75.00 | 250.00 | (175.00) | 1,000.00 |
| General Liability Insurance | 4,400.00 | 1,218.75 | 3,181.25 | 4,875.00 |
| Property Insurance | 3,389.00 | 1,222.00 | 2,167.00 | 4,888.00 |
| Common Area Maintenance | 0.00 | 2,500.00 | (2,500.00) | 10,000.00 |
| Lake Maintenance | 4,080.00 | 5,850.00 | (1,770.00) | 23,400.00 |
| Landscaping Maintenance | 16,161.51 | 21,250.00 | (5,088.49) | 85,000.00 |
| Landscape Improvements & Repairs | 0.00 | 6,250.00 | (6,250.00) | 25,000.00 |
| Signage & Amenities Repair | 0.00 | 2,093.75 | (2,093.75) | 8,375.00 |
| Streetlights | 15,658.68 | 22,050.00 | (6,391.32) | 88,200.00 |
| Total General & Administrative Expenses | \$62,368.19 | \$103,538.75 | \$(41,170.56) | \$414,155.00 |
| Total Expenses | \$62,368.19 | \$103,538.75 | \$(41,170.56) | \$414,155.00 |
| Income (Loss) from Operations | \$225,276.99 | \$0.00 | \$225,276.99 | \$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) | \$225,279.43 | \$0.00 | \$225,279.43 | \$0.00 |