ChampionsGate Community Development District

Agenda

September 17, 2019

AGENDA

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ChampionsGate Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

September 10, 2019

Board of Supervisors ChampionsGate Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the ChampionsGate Community Development District will be held Monday, September 17, 2019 at 11:30 a.m. at the Offices of Rida Associates, 8390 ChampionsGate Blvd., Suite 104, ChampionsGate, Florida. Following is the advance agenda for the regular meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the August 12, 2019 Meeting
- 4. Discussion Items
 - A. Monument Signage Remediation
 - B. Masters Blvd. Overlay Project
 - C. Speed Hump Replacement Project
 - D. Speed Study
- 5. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2019
- 6. Consideration of Amendment to Water Management Program Agreement with The Lake Doctors, Inc.
- 7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
- 8. Other Business
- 9. Supervisor's Requests
- 10. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the August 12, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business are the discussion items. Section B includes the invoice submitted by the vendor regarding the Masters Blvd. overlay project and Section D includes the speed study proposals. Any additional back-up regarding the discussion items will provided at the meeting. The fifth order of business is the consideration of agreement with Grau & Associates, Inc. to provide auditing services for the Fiscal Year 2019. A copy of the agreement is enclosed for your review.

The sixth order of business is the consideration of amendment to the water management program agreement with The Lake Doctors, Inc. A copy of the amendment is enclosed for your review.

The seventh order of business is Staff Reports. Section C is the District Manager's Report. Section 1 includes the check register being submitted for approval and Section 2 includes the balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

JAG C-

George S. Flint District Manager

Cc: Scott Clark, District Counsel Mark Vincuntonis, District Engineer Yvonne Shouey, On-Site Manager Marc Reicher, Rida Associates Teresa Viscarra, GMS Darrin Mossing, GMS

Enclosures

MINUTES

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MINUTES OF MEETING CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the ChampionsGate Community Development District was held Monday, August 12, 2019 at 2:00 p.m. at the offices of RIDA Development, 8390 ChampionsGate Boulevard, Suite 104, ChampionsGate, Florida.

Present and constituting a quorum were:

Phillip Montalvo Darin Tennyson Jordan Rockefeller Lee Dawson Elizabeth Allen

Also present were:

George Flint Scott Clark Mark Vincutonis Yvonne Shouey Marc Reicher Teresa Viscarra Lee Yanosik

Chairman Vice Chairman **Assistant Secretary** Assistant Secretary Assistant Secretary by phone

District Manager **District** Counsel **District Engineer Onsite Manager RIDA** Development GMS Resident

Roll Call

FIRST ORDER OF BUSINESS

Mr. Flint called the meeting to order and called the roll.

SECOND ORDER OF BLISINESS Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the July 8, 2019 Meeting

On MOTION by Mr. Montalvo seconded by Mr. Dawson with all in favor the minutes of the July 8, 2019 meeting were approved, as amended.

FOURTH ORDER OF BUSINESS

Consideration of Proposals

A. Speed Study

Mr. Vincutonis stated we have two proposals, one from Luke Transportation for \$7,500 and one from Leftwich Consulting for \$8,750. They specifically include doing the speed study and count, preparing the County application, and taking you through the process of approval. I reached out to five different traffic consultants, one declined, I got one from Traffic Mobility that is not in the agenda package but it is unclear and I haven't been able to reconnect with my contact there to make sure it includes the application and taking it through the County. It looked like it focused on the study and doing a technical memorandum. I also got an email quote from TPD Engineering, way low and obviously didn't include what I was looking for. At this point we have two complete proposals.

Mr. Flint stated on the Leftwich proposal it indicates the traffic counts at cost, invoiced separately. The other thing I will point out about Leftwich is the last time we did this we used them and they subcontracted it and it was the worst experience I ever had.

Mr. Vincutonis stated that person at Leftwich moved and he was still subbing it out because he had started it and that is no longer a connection anymore. That was a concern, but we know Leftwich has been around for a while.

Mr. Rockefeller joined the meeting at this time.

Mr. Reicher asked the District doesn't have the right to install a speed bump, we have to spend \$7,500 to find out it is marginal speeding here and have to go back and fight for safety concerns?

Mr. Vincutonis stated that might be a decision the Board can make on Legends. Masters, I think the County was involved only because it transitions to a County road. It is a little bit more of a connector to neighboring areas versus Legends is a dead end. On other types of CDD work, sometimes the CDDs will go ahead and make the improvements, the County on occasion has it is a CDD we don't care. You can take that same approach on Legends and install something there.

Mr. Reicher stated we are doing private enforcement.

Mr. Flint stated if someone takes it to court and you want it to be enforceable sometimes there could be an issue. I'm just bringing that up; I'm not saying it will happen. I'm not an engineer but I think the likelihood of this study is going to trigger a warrant for that is unlikely, unless you can make an argument from a health safety perspective and that is borderline.

Mr. Montalvo stated we had to fight tooth and nail to get Masters, which is a real road. Why would we want to spend the money to do a study that is going to get us nowhere? It is a CDD road, we are not asking for enforcement because they are not doing it anyway. Why could we not simply install speed humps and be done with it?

Ms. Allen stated I would agree. If we did anything else I'm thinking about Laura Lane where we got a chance to see it first hand and this is happening day in and day out before we spend this kind of money. That is a lot of money and we have seen things with our own eyes on Laura Lane thanks to the cameras.

Ms. Shouey stated she is saying we had the cameras on Laura Lane why can't we do the same for Legends.

Mr. Reicher stated they can't register speed.

Mr. Montalvo stated we are talking about Legends and this study is not going to benefit us anywhere at all.

Mr. Clark stated here is the legal issue. The speed humps are considered to be a traffic control device and they are governed by either the state, County or municipality and even though we own the roads and can do certain things to regulate the roads, traffic control devices are reserved in this case the County. It is very inconsistent in my experience whether the counties or cities care or not or whether you can even get them to respond to your request. If you go ahead with it without asking they could say take it out and if they did I would advise you to take it out and they could say we won't patrol it but as was mentioned, no big deal. I suppose there is a theoretical possibility that you increase your liability if someone damages the front end of their car and they say that is not a permitted speed bump. Those are the risks and they are not fuger risks, I'm not going to scream if the Board wants to go in that direction.

Mr. Reicher asked did Lennar do a whole traffic study to get those?

Mr. Flint stated those are private roads, they are owned by the homeowner's association. There was CDD money used for Westside Boulevard.

Mr. Montalvo stated the question becomes do we want to move forward with speed humps on Legends forget about the study, I don't think it is going to get us anywhere and I don't

want to spend \$7,500 to go in that direction. If we as a Board decide to install the humps what would the cost of those be roughly?

Mr. Vincutonis stated they are at least \$5,000 to \$6,000 per location for the rubber ones.

Mr. Montalvo asked what if we did the asphalt?

Mr. Vincutonis stated probably about the same.

Mr. Flint stated you have to include the striping and signage and all that.

Mr. Reicher asked have there been any accidents out there?

Mr. Dawson stated I remember one.

Mr. Reicher asked have they been giving speeding tickets there because they do occasionally patrol Legends? We have a private guy. Do you want to send him over there and see if it is really a problem?

Ms. Shouey stated he has been on Legends.

Mr. Reicher asked has he had luck with speeders?

Ms. Shouey stated I don't know where they are at I just know how many he does each day. I don't know what road they are on.

Mr. Reicher stated while we are using him we can at least direct him where to do.

Mr. Montalvo stated we can do that. The issue is not so much speeding it is drag racing and there is also a pretty fast track going back to the apartments in the back. I walk there every morning and I see it and they are late to wherever they are working and they are flying down that street. Maurice works 12 hours a week and I don't think he has been back there.

Ms. Shouey stated I'm not sure how you know that. He doesn't detail.

Mr. Montalvo stated I don't see any enforcement back there. I have not seen it as long as I have lived here.

Ms. Shouey stated if you are worried about the speed humps I would go to the same guy at the County that let me do the right hand turn. We didn't have to do anything for that.

Mr. Reicher stated it was a requirement, they signed an agreement we made earlier we had a certain number of unique turns. The design we didn't go through a study for but there were a number of unique turns. We did a study.

Ms. Shouey stated I asked what I could do and they said make a right turn only and make it big enough so they can't turn left and I sent them the plan that Fausnight gave us and he said this is great, go for it.

Mr. Montalvo asked is that the same person we would go to for the humps if we wanted to do them?

Ms. Shouey stated that is who I would go to, he has the say so.

Mr. Montalvo stated you made the call, you know the person. Would it make any sense to make an approach?

Mr. Dawson stated that is one step short of choosing to put the humps in and getting some kind of approval even if it is unofficial.

Mr. Rockefeller asked where are we looking to putting them in, near the crosswalk?

Mr. Vincutonis stated it depends on where you want them, there is enough room for four, two on the northbound side and two on the southbound side. One between Laura Lane and the southern entrance into Bella Trae in the middle where you don't have the left turn lane so you don't have to put the hump over the left turn lane and you could also put a pair northbound southbound between that southern entrance and Links.

Mr. Reicher stated that would be \$20,000.

Mr. Vincutonis stated yes for four of them, maybe a little wider because you have two lanes of pavement so you would have to span two through lanes on each side.

Mr. Montalvo stated if the Board is okay with this why don't we have Yvonne put out a feeler to this individual and see if there is an appetite to have it done without any big objection and if there is no objection to that we can circle back and see whether we want to put two or four. I think two would be enough and if we do the first one between Laura Lane and the entrance to the Links and the other one I think you will solve the problem because that is really where the problem is in that stretch. Would that be okay with the Board? Do we need a motion for that?

Mr. Flint stated not if you have consensus.

Mr. Montal vo asked why don't we bring it back to the next meeting and in the meantime Yvonne can make that contact and if we get the blessing then fine and if not then we can decide what to do?

B. Additional Website Services

Mr. Flint stated when the VGlobalTech proposal was presented to bring the website into compliance with ADA there was a request for what it would cost to go back and add additional years, historical information. The proposal from VGlobalTech only went back as far as the

statutes say. I think you have to have three years of budgets, the agendas one year, what they provided is two options. One is a cost per page conversion at \$1 per page and the other is an option to lease their software for \$100 month and do the conversion ourselves. We didn't go back and count all the pages but if we met an average of six times a year the agendas are an average of 75 pages and minutes were an average of 15 pages it would be about 550 pages per year. We have converted 2018 and 2019 so far so if you go back three additional fiscal years the cost would be around \$1,700. The other option would be to lease their software at \$100 and do the conversion ourselves. Obviously, that is a lot cheaper. Valery in our office said she could do it in about three months.

Mr. Montalvo asked how long would it take them to do the conversion?

Mr. Flint stated they would do it probably more quickly, it is just a cost factor, \$300 versus \$1,700 and that would be with us doing it inhouse at no additional charge. You have to convert a pdf to an rtf so that it can be read by third party software. This is part of the ADA requirements that are federal, the problem is the Department of Justice has not provided much guidance. There have been lawsuits and that is what has generated this. It started with CDDs about a year and a half ago, there was a lawsuit filed against 18 CDDs that all had the same insurer that was settled but that insurer insures over 300 of the CDDs in Florida. There has also been cities and counties that have been sued and private entities.

Mr. Clark stated some of the recent lawsuits have started to have really good results and in the last six weeks or so there were a couple cases that have said that individuals who have no contact with the jurisdiction have no standing to sue.

Mr. Montalvo stated so the class action kind of goes away.

Mr. Clark stated it is not a class action, it is some guy sitting in front of his computer in Miami who is suing the City of Ocala because he can't get information on it. A couple of judges have said this is really a bridge too far for me but others have said no within our state so ultimately that is going to the 11th circuit on appeal because they are going to have to resolve those two positions and that will take a little time.

Mr. Montalvo stated it is under \$2,000 to convert back to 2015.

Mr. Flint stated right. The issue is if someone wants it we have it electronically in pdf right now and it can be emailed, it is just that it is not being posted on the website. It is not that we don't have it in pdf it is just not on the site.

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ChampionsGate CDD

Ms. Shouey stated I have one onsite from every meeting.

Mr. Clark stated anything you make available without asking for it you have to make available ADA compliant without them asking for it.

Mr. Flint stated one of the lawsuits that Scott was referencing the plaintiff didn't live in the jurisdiction, I think it was the City of Clearwater. The other thing is they went on the website and it wasn't compliant they asked the jurisdiction for the same information and they produced it immediately in the format they requested. We will see how it shakes out over time but right now our insurer says they are not going to cover us if we get sued if we don't take steps to bring it into compliance.

Mr. Clark stated \$2,000 pays for the initial conference with the lawyers so I would do it.

Mr. Flint stated this, we don't have to do, this is putting information that is not required.

Mr. Clark stated if you are going to make a decision to go back, otherwise you need to pull the archetypal information off.

Mr. Montalvo asked what is the effective date of the rule?

Mr. Clark stated the rule and regulation doesn't really exist, it is an interpretation of very generalized standards in the regulations. There is a Title III ADA which relates to retail private establishments and Title II relates to governments and it is very clear that retail has to do it, if you are trying to attract people to do business with you, you have to do it. In governments there were regulations put out in 2016 imposing all this stuff and they were not finalized and they were yanked back by the current administration under its review. It is still in a state of flux. There have been comments about creating small governmental exemptions to that, which would be us for sure and probably cities and counties under 50,000 residents and if they would do that it would create some certainty.

Mr. Montalvo asked if we have 2018 and 2019 done already, what is your level of confidence that we don't need to do 2017 and 2016?

Mr. Flint stated we don't want to put it on the website.

Mr. Clark stated it is just a decision as to whether you want to put it on the website, which is very convenient, but you have to spend money if you want to do that.

Mr. Flint stated we have on there what we are legally required by statute to have on there and that was covered in the initial fee but if you want more than what is legally required then you have to pay for that.

Mr. Tennyson stated so the insurance company would pay if we were to get hit now because we have what is legally required.

Mr. Flint stated yes. If we didn't take proactive steps to bring our website into compliance and were sued the insurer is going to put a preclusion on our policy that basically says we are not covered for ADA. We are covered now but if we put additional years on there that we don't convert that may create an issue. If you are okay with having what we are legally required to have you don't have to take any action.

Mr. Montalvo asked is there any reason we should even consider it further, should we just let it go?

It was the consensus of the Board to leave it as it is.

C. Revised Proposal for Street Light Painting

Ms. Shouey stated I have two more proposals coming in, but they are going to be about the same.

Mr. Flint stated with the new scope that was priced out Heritage's price is significantly higher than the first one.

Mr. Montalvo stated it is a significant expenditure, there is a need to do this but do we have to do them all at one time or do the poles and ChampionsGate Boulevard because that is the one that has the most traffic and maybe next year do the other two, Masters and Legends.

Mr. Flint stated the only thing you might incur would be MOT.

Ms. Shouey stated and the price is going to go up if you do them at other times. I got one for the traffic light and it is \$33,900 with the same spec.

Ms. Viscarra stated that amount was included as part of the projected so you have an idea of how much would be terr heading into next year and at year end if you decled to do all of them at once.

Ms. Shouey asked can't we wait until I get the other quotes and I can send it to George and he can send it to the Board members.

Mr. Flint stated the Board could approve a not to exceed and if the other quotes come in lower you can go with that or defer it until you get the other quotes. If you approve a not to exceed we can move forward with it prior to the next meeting otherwise we have to come back.

Mr. Reicher asked when would they be able to start because this is going to be slightly disruptive?

Ms. Shouey stated they need one month after we start, it is going to take them eight weeks, so you are looking at three months.

Ms. Allen stated I would like to know if George has experience with the other companies. He highly recommended Heritage and it is difficult to vote if we don't know anything about the venders and their history.

Mr. Flint stated you would be approving a not to exceed dollar amount and delegating authority to a Board member to make the final decision. You are not by motion making a final decision, you are approving a ceiling dollar amount. If another vendor comes in that is qualified and lower priced the person designated would have the option of going with the other one but they are not required to.

Ms. Allen asked are you familiar with the other two vendors?

Mr. Flint responded the one for the traffic signals I'm aware of but they are very high, the other one I don't know who the price is coming from.

On MOTION by Ms. Allen seconded by Mr. Tennyson with all in favor Mr. Montalvo was delegated the authority to approve a contract for this work in an amount not to exceed \$74,640.00.

FIFTH ORDER OF BUSINESS Public Hearing

- A. Consideration of Resolution 2019-08 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations
- Mr. Flint stated there are two resolutions, the first resolution adopts the budget the second resolution imposes the assessments associated with the budget that is approved. It is a public hearing and we will open the public hearing and ask if there is any public comment on the budget.

Mr. Dawson stated tell me if I read it right when I looked at the website. The bonds are paid off and we are reducing the assessment down to the O&M part.

Ms. Shouey stated yes.

Mr. Dawson stated someone here mentioned that this place is getting old and at some point we are going to have to raise the O&M.

Ms. Shouey stated I don't think so. With the money we have coming from the bonds we have enough to do the roadways and we are doing signage and I am getting pricing on doing the sidewalks. We have never raised it from day one.

Mr. Dawson asked you don't think in the next year or two we will have to raise it? People will be happy this year and if you raise it next year they will complain about it.

Ms. Shouey stated that is up to the Board.

Mr. Montalvo stated if in two years we see a situation that requires that to happen then we have to look at that hard. As we sit here today based on the funds available, based on the expenditures we contemplate I think we are spot on and will be pretty good.

Mr. Dawson stated that was just a concern.

Mr. Flint stated hearing no other public comment we will bring it back to the Board for discussion. You have Resolution 2019-08 and Exhibit A is the proposed budget, which contemplates that the per unit assessment amounts would remain the same generating \$729,046. Your administrative expenses have gone down by about \$4,000, the maintenance expenses have gone down slightly but that is attributed to the fact that the transfer out to the capital reserve is smaller this year. Last year you used \$100,000 of your carry forward on the revenue side, which allowed you to transfer about \$100,000 more in the current year than you are doing next year. In addition to that, what you are transferring this year, which is \$239,825 if you look at page 8 this is your capital project fund and in the current year we are moving \$822,846 into the capital project fund this year, a portion of it is from the general fund and \$583,022 is from the debt service fund so those two added together allows you to transfer in \$822,846 this year and an additional \$119,000 next year.

You have suggested current year projects, which include paying the remaining on the sign contract, which we don't know who that is going to get paid to at this point, the asphalt for Masters Boulevard and the painting of the signs. After that with next year you are going to have \$749,923 remaining. You are in good shape from a capital project perspective even with no adjustment to your assessment levels. As the chairman indicated in a couple of years you can reevaluate and determine at that point if you need to make a change. We assume that the insurance is going to remain about the same, we assume the landscape contract will hold the same, we included \$50,000 for security, which is the enhanced patrol although we are on course to spend more than that this year because of the overlap with FHP and the County but my

understanding is the County hours have been reduced some and we are negotiating with FHP to try to reduce their hourly rate.

Ms. Shouey stated the County is only working weekends now, I took off one day.

Mr. Flint stated we will have to monitor that line item. Other than that the remaining line items are in good shape.

On MOTION by Mr. Tennyson seconded by Mr. Dawson with all in favor Resolution 2019-08 was approved.

B. Consideration of Resolution 2019-09 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint stated next is Resolution 2019-09 this allows us to impose the O&M assessments you just approved and certify the assessment roll to the County for collection on the tax bill. Exhibit A is the budget you just adopted and Exhibit B is the assessment roll, which lists each property within the District and what their assessment would be. You will notice on the assessment roll it only includes O&M now; there is no debt service assessment.

Mr. Reicher asked did we make any notice to these people?

Ms. Shouey stated they all know because they have been calling me.

Mr. Flint stated we didn't send out a letter, there is a cost of doing that.

Mr. Reicher stated it is a good thing I think we should say that we managed to get that done, that would be good without any expense.

On MOTION by Mr. Montalvo seconded by Mr. Tennyson with all in favor Resolution 2019-09 was approved.

Mr. Flint stated we will close the public hearing.

SIXTH ORDER OF BUSINESS Discussion Items – Added

A. Masters Boulevard Overlay Problems

Mr. Vincutonis stated I finally met up with AAA Asphalt week before last and looked at some areas and he acknowledged there are some areas that are a little rough. He thought they would all pass the rolling straight edge so I asked him to get a price on his end to do that. It is basically a 20-foot piece of steel with three wheels on it and you roll it around and the middle one is spring loaded and it has a 3/16 inch tolerance. You don't see it done too often. The County will sometimes request it if they feel it is beyond that tolerance. He did say he would be out here this week making those other repairs, finishing the speed humps, cleaning the crosswalks and general sweep-up as well as the striping. Striping will probably be done when any repairs to any areas end up getting done.

Ms. Shouey asked why couldn't he fix the road first?

Mr. Vincutonis stated he said there were three areas they were going to take a hard look at, that he felt would not pass or borderline pass the straight edge test. The only way to know for sure is to get it out there and run the whole thing. I think it is in areas where they stopped paving one day and started the next and that cold joint area got a little wavy on them.

Mr. Reicher asked what is the remedy if it doesn't pass the straight edge test?

Mr. Vincutonis stated ideally, I think we would want them to mill and resurface it. You can try heating it up and re-rolling it but at this point it is cured.

Mr. Montalvo stated it is not the entire length of the project but relatively short spans and I would think the proper remedy would be to identify those and have them mill and resurface because it is not going to go away.

Mr. Flint asked are you going to be there when they do the straight edge?

Mr. Vincutonis stated I can definitely try. I don't have a date yet, but I will probably be there.

Mr. Montalvo stated I think you should be there.

Mr. Vincutonis stated they are hiring a third party to do it so hopefully, there is some integrity there with them certifying the results.

Mr. Reicher asked do we know where these spots are? Is there any benefit to flagging it before they get here.

Mr. Vincutonis stated I have Sharpied the spots on a plan where I have noticed.

Mr. Montalvo stated let's see what they come up with and we can compare.

Mr. Flint stated I don't think we should be paying for the test. I guess the arrangement could be if he passes then maybe we have to pay but the likelihood is it is not going to pass and it will be his expense.

Mr. Dawson asked are they going to lift up the humps and redo the asphalt.

Mr. Vincutonis stated yes.

Mr. Dawson stated where the new hit the old there is wear in there because the water is getting in there.

Mr. Flint stated they are going to remove those and put in asphalt humps.

Ms. Shouey stated we should keep those speed humps.

Mr. Montalvo stated is that okay with the Board, they will do the test, Mark knows the areas already then come back at the next meeting and we can have a discussion again and decide where we want to go.

Ms. Shouey stated if they get it done to our satisfaction we are going to pay them, aren't we? When is our next meeting?

Mr. Flint responded December 9th.

Ms. Shouey stated we have to pay them before that if they are done.

Mr. Flint stated I would think if he does the test, he mills and resurfaces and it is satisfactory that we ought to release payment before December. We are talking about over \$300,000; we can't hold that.

Mr. Montalvo stated I don't disagree with that but let's get the problem fixed.

B. Laura Lane Sidewalk Installation Update

Mr. Montalvo stated I understand that Marc had a theory to build it on the north side using a boardwalk.

Mr. Reicher stated we did that once before and I'm wondering what it would be if we went to dock guy opposed to a boardwalk or bridge guy. We are not having a lot of success with one particular landowner.

Mr. Montalvo stated he is not going to do it voluntarily.

Mr. Clark stated he has not replied.

Mr. Reicher stated if we could figure out something on that side it would be measurably safer because there are no driveways.

Mr. Reicher stated people build two story docks for \$75,000, maybe we are going to the wrong vendor. The one problem after I had that great idea there is also a grade issue and that is the other part of the issue but if this guy is saying no, we have to pursue him that means you are spending his legal time and our legal time and you have to show public purpose in the taking.

Mr. Clark stated this is what the taking involves so there is no misconception. We have to have a resolution of the County commission approving it and the list of things for which we can do a taking are water, sewer, District roads, water management so we have to say this is a road issue even though it is a sidewalk and you can make that argument but you could also go to court and have the guy get a lawyer and say this is not a road and get it turned down.

Mr. Montalvo stated you could get a friendly ear at the County to understand the problem. We have done that before with South Goodman Road. If they were to agree that the sidewalk should be a logical extension of the road and say that is a proper purpose and we do it without having to litigate. Here is my thinking, we need to do a cost/benefit analysis and if we are going to spend \$100,000 to circumvent the recalcitrant landowner and \$25,000 in legal fees to accomplish the same thing by taking this property then it would make sense. You have to look at the delta between the cost of building across the north side with a boardwalk approach.

Mr. Vincutonis stated it was expensive.

Mr. Montalvo stated to Marc's point we can look at other venders, other possibilities for the north to see what it would cost. That would be the ideal location. We have to understand this is a public safety issue, people are walking on Laura Lane on the street with traffic going around them. There is no sidewalk and we need to address that. I would be an advocate to see what the cost would be to do a taking to do the sidewalk.

Ms. Shouey stated put up a sign saying no pedestrian traffic, use ChampionsGate Boulevard. Just because you have a sidewalk doesn't mean they are going to walk on the sidewalk.

Mr. Montalvo asked can we continue to pursue the owner of the dental building and see if we can get him to voluntarily give us the easement and if we get to the point where he says under no circumstances will he do that voluntarily then we have that baseline. Once we achieve that baseline then we can move to the second baseline, what is it going to cost to circumvent that owner's property and then decide. If anybody says it is not a public safety issue then they will state so on the record because it is a public safety issue. Are there any objections to proceeding in that fashion?

Mr. Dawson stated no objections, but I think there should be a parallel path.

Mr. Reicher stated I will talk to my bridge guys and get some costs.

Mr. Flint stated I have a couple names too; they do walkways through golf course wetlands.

Mr. Dawson stated the preferred approach would be on the guardrail side.

Mr. Montalvo asked does that guardrail have to be there?

Mr. Vincutonis stated the slope is steeper than a 4-1 it has to be there, that is why it was put there.

Mr. Reicher asked what is the magic of the 5-foot distance versus a 4-foot distance? If we build a boardwalk can we build it 4 feet wide instead of 5 feet wide?

Mr. Clark stated 5 feet is ADA.

Mr. Vincutonis stated the County requires 5-foot sidewalks at this point, it used to be 4 feet. I estimated 6 feet because you may have a handrail or railing on the pond side.

Mr. Reicher asked we are lighting it aren't we?

Mr. Vincutonis stated we are lighting all of Laura Lane.

C. Sidewalk Repairs/Replacement

Mr. Montalvo stated this is a topic that has come up a couple of times in the past in general conversation. Yvonne and I did a tour jointly and independently and marked all the locations. We did this about five years ago.

Ms. Shouey stated we did Masters and a little bit on ChampionsGate.

Mr. Montalvo stated they have all held up except for one. The ones that have been there for 20 yeas in some cases are crumbling. We need to look at replacements.

Ms. Shouey stated I will have bids for the next meeting. We will take pictures to have them bid.

Mr. Flint stated if there is a trip hazard you need to do it, you can't put it off. Are you bidding it as grind and replace?

Ms. Shouey stated we made a straight line across the ones we want ground down and the replacements.

D. Florida Highway Patrol Contract

Mr. Montalvo stated it expires at the end of this month. We have had great success in keeping the trucks away.

Ms. Shouey stated I know he is coming back with a new price and it is \$55 or better. We pay the County \$37 but they are doing nothing.

Mr. Flint stated you could move to extend the contract as long as the hourly rate is \$55 or lower with the goal of getting it to \$50, but if for some reason that doesn't happen then you are not without a contract.

Mr. Reicher asked how many hours a week?

Ms. Shouey stated he works 12 hours.

Mr. Reicher asked what is the budget?

Ms. Shouey stated we are over the budget.

Ms. Viscarra stated you just approved \$50,000; however, I did leave an extra significant cushion in the event you decided to extend him for next year. The cushion I left in the general fund would cover even if it were at the current rate.

On MOTION by Mr. Montalvo seconded by Ms. Allen with all in favor the contract for services with the Florida Highway Patrol in an amount up to \$55 per hour through September 30, 2020 was approved.

E. Status of Signage Remediation

Mr. Montalvo stated after Scott's letter had gone out I was on a walk a couple weeks ago and saw Luke out here with another individual and I crossed over and asked him what was going on and he said he was telling him what needed to be done to fix the problem and I said have you not received the letter and he said yes but I have 30 days to get it done. I said from now on and I copied Scott on my email back to him is do not communicate with Board members, everything goes through our attorney. Have your attorney go to our attorney in terms of any further communications. That was the end of it until a few days ago.

Mr. Reicher stated on Friday I saw the Styrofoam was up when I left around 6 and when I came in this morning they had painted it and textured it.

Mr. Montalvo stated there were four guys working on the sign on August 10th and today at noon, the email said we completed the repairs and we will be happy to tweak it if there are any more problems. The GC scheduled to return on Friday and Saturday the 16th and 17th and in addition there are two more aspects we want to complete to provide 3-dimensional

ChampionsGate to the two small signs and replace the green panels as there is some peeling occurring. I look forward to satisfying the District's requirements.

Mr. Clark asked is there any sense that they are making progress?

Mr. Reicher stated Yvonne and I took a ride to look at some of the other signs. They basically haven't been touched. I didn't have that email so I didn't know the work they had done. They are not plumb, and the foam is exposed. They have a long way to go.

Mr. Clark stated let's very thoroughly document the condition as of Wednesday, which is the 30th day after the letter.

Mr. Montalvo stated I will go around on Wednesday and take a new set of pictures and compare them to what I took today.

Mr. Reicher stated we also had another sign guy come out, but we haven't heard back.

Mr. Clark stated the contract in this case did have a 30 days termination clause for default. When we sat in the meeting I was thinking 7, which is what other types of contracts have. It was 30 and I suppose he has the ability to try to do what he can to cure it. I know he tried to contact your office and maybe he did. I say we document it at the end of the 30 days then figure out what we want to do.

Mr. Reicher stated what blows my mind in this whole process is Luke looks like he is a one-man shop and that is not the case with Poblocki. Have we had any communication with anyone who has any responsibility other than the sales guy who is apparently the installer as well?

Mr. Montalvo stated I spoke to a guy in North Carolina, the southeast region guy, probably a year ago and he said this is unacceptable I agree we need to get it done and it can be done in two weeks time and this is a year ago.

Wr. Reicher asked since the notice did we get a reply?

Mr. Clark stated nobody replied to me until this email at 12:01 p.m. today.

Mr. Reicher stated we still haven't identified anyone who is responsible. Luke is an employee and Poblocki may know very little about what is going on. It is taking up way too much time.

Ms. Shouey stated the guy really in charge is in Wisconsin and this is the first he knew about it.

Mr. Clark stated he has been here by himself so far and then on Saturday he shows up with some workers he got from somewhere.

Ms. Shouey stated they are the ones that did the foam and they were here before too and they were told not to do any more work. I said call Scott but on my letter it says you have 30 days before you are terminated.

Mr. Clark stated I felt compelled to do that under the contract.

Ms. Shouey stated that is fine but then you can't stop him from working.

Mr. Montalvo stated they are on notice. Scott is saying he has a 30 day cure period.

Mr. Clark stated I am aware of no effort to try to contact me until today's email. At close of business on Wednesday will be the end of the 30 days, let's document what is going on and we will figure out what is next.

Mr. Montalvo stated the way I read the email he is trying to buy more time.

Mr. Clark stated at the end of the 30 days they should cease, they should be instructed to cease, we should do an evaluation and make a decision, are we making any progress to where we should continue to go down the road with them or are they just trying to do enough to get the check.

Mr. Montalvo asked on the 14th will he be getting an email from you saying, beyond this date?

Mr. Clark stated he will get an email with whatever the Board tells me to email him right now.

Mr. Montalvo stated if we tell him via you on the 14th the contract is terminated and no further work is to be done then he is now officially on record as understanding that he can't do more work, which will not prevent us if we are satisfied beyond that time.

Mr. Clark stated we can take a position then back away from it if that is what we want to do. We don't know yet.

Mr. Reicher stated we don't know but we know that he is proposing to be back out is past the date.

Mr. Clark stated if that is the Board's consensus then when I'm back in the office I will provide that to him by email and follow it with a letter and say please cease after close of business day Wednesday and we will evaluate your work but you are instructed that you are off the job and not to return.

Mr. Reicher asked if he returns is he trespassing?

Mr. Clark stated yes. If you tell someone not to come to work on your property and he does anyway I think you trespass them.

It was the consensus of the Board to have Mr. Clark proceed as outlined.

Mr. Clark asked what is next in terms of Board action if you look at it close of business Wednesday we are going to make a decision, we are wasting our time or we might be able to make this work and then we are going to need to do something to go in one direction or the other because we don't have a meeting until December. If we go in the direction of a new contractor are we going to wait until December are we going to have a special meeting, how are we going to deal with that?

Mr. Flint stated you can have a special meeting with seven days notice in the paper.

Mr. Clark stated we can have a special meeting, we can delegate authority with a not to exceed amount to engage someone else or we can wait until December.

Mr. Montalvo stated I would not want to delegate authority on something like this.

Mr. Clark stated what we will do is ask staff and you if you want to be part of it to document conditions as they exist, send it to the District Manager who can disseminate it and then make a recommendation about a special meeting.

Ms. Shouey asked how are you going to trespass him off this property?

Mr. Flint stated you call the sheriff's office and trespass him.

Mr. Clark stated the sheriff will fill out a trespass warning. You call me if they don't.

Ms. Allen asked is there any way you can put that in the letter?

Mr. Clark stated absolutely, I can tell him that he will be trespassed.

Mr. Montalvo stated staff will be instructed to do an assessment of all signs on Wednesday at whatever time is convenient for them and report to the Board.

Mr. Reicher stated we will give the Manager the report.

Mr. Flint stated then I will circulate it to the Board and based on the findings we can go from there. You might find out he has done one sign well enough that if he carries that through to the other signs we are better off continuing to ride it and you may find the improvement is not acceptable.

Mr. Clark stated we are going to do another letter, it is going to go to Milwaukee too because it may be that Milwaukee calls Luke and he says I have this under control, don't worry

we are on it. We will do this one more time and have a special meeting if that is what we need to do.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

Mr. Vincutonis stated the Goodman Road right turn, we have generated a plan. At the last meeting I didn't have the survey completed yet but there is a Toho sanitary manhole that sits 5-6 feet behind that curb and it is also about $1\frac{1}{2}$ feet higher than the curb. We generated a plan and I will circulate a few copies and you can look at it. The first sheet is an overall of the plan, the second sheet is a blowup just a little easier to see. You can see how we are tying in at the right of way on the DOT right of way for I-4, it is a hard angle and at this point we are not going past that right of way line. At that location at the right of way line there is some standing water, if we do not go past that right of way line that water will continue to stay there. You have the same thing to the north up Goodman but as part of the repair we will be replacing this curb and getting that little bit of belly out of it so that puddle will go away. Initially we went two feet away from the manhole, that manhole has a cone underneath it and I came up with a curve, it ties in pretty good at the north end and when it is poured it is not going to be a hard angle, there will be a little bit of curve to it. It provides a lot more wheel path. In talking with Toho about the manhole to see what their thoughts were they said it is currently not being used, the Alehouse chose to go a different way with their sewer so this manhole and lateral are basically just sitting there unused. I pulled the manhole top and saw a few remnants of some sanitary sewer in there but I think it is probably stuff that during peak flow kind of worked its way up from the line along the other side of Goodman. Toho said if we are going to do any of this work they want to see that manhole abandoned, the top cone removed, the two pipes going in, grouted with concrete and then the structure itself filled with concrete then capped over. This way we don't have any trucks that could potentially damage that thing. I sent this plan to a contractor to get a ballpark price and it came back at \$62,000.

Mr. Reicher stated I did ask Mark when we were talking about this on Friday about laying it over the new intersection just to see what's going on. Maybe I can get this feathered into the new plan.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Montalvo seconded by Mr. Tennyson with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the financials was included in the agenda package.

iii. Approval of Fiscal Year 2020 Meeting Schedule

Mr. Flint stated each year you have to approve an annual meeting schedule and the Board decided to meet six times a year and we prepared a suggested notice with the Board meeting on the second Monday of the month in this location in December, February, April, May, July and August, consistent with what you have done this year. There is a gap between this meeting and December, but you can call a special meeting if we need to have one on the signage issue, it just requires a seven-day notice in the paper.

On MOTION by Mr. Dawson seconded by Mr. Rockefeller with all in favor the Fiscal Year 2020 meeting schedule was approved reflecting the following dates: December 9, 2019, February 10, 2020. April 13, 2020, May 11, 2020. July 13-2020 and August 10, 2020.

EIGHTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS Supervisor's Requests

Mr. Dawson stated at the last meeting we talked about the left turn off the Publix onto ChampionsGate Boulevard as well as the left turn out here trying to get to Masters and we talked

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about line of sight. I went out and calculated speed, distance and the arc and it is 77 feet per second and if you are coming across someone coming in the second lane up to ChampionsGate Boulevard you have to make a decision in 1 ½ seconds. It is kind of cutting. There is a problem because of a couple plantings that you can't see the arc of that curve.

Ms. Shouey stated we are getting rid of those plantings.

Mr. Dawson stated that should help a bit. Also on the other side it was brought to my attention about the turn left from the Publix by the bank, that is a little worse. You get less than a second to make that choice.

Ms. Shouey stated you mean not where the light is but before that.

Mr. Dawson stated right. If you go to the center you are okay but if you try to make a full left turn it is difficult.

Mr. Flint stated from the service road out to ChampionsGate.

Mr. Dawson stated the plantings need to be trimmed or come out.

Mr. Flint stated there are DOT standards for line of sight. I don't know if Hanson & Walter has anyone that is versed in that line of sight DOT standard.

Mr. Vincutonis stated yes, based on speed there is a line of sight for an intersection approach.

Mr. Dawson stated people are speeding around that curve up to this intersection. People are driving at 55 mph through there.

Ms. Shouey stated I have it set up to ride with Weber on Wednesday morning to look at those plantings.

* 3723 74 17. 17

TENTH ORDER OF BUSINESS

Audience Comments

There being none,

On MOTION by Mr. Montalvo seconded by Mr. Tennyson with all in favor the meeting adjourned at 3:57 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION B

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AAA Top Quality Asphalt, LLC

P. O. Box 1564 Winter Haven, FL 33882 US aaatopqualityasphalt@gmail.com www.aaatopqualityasphalt.com

BILL TO
YVONNE SHOUEY
ChampionsGate CDD
8390 BLVD SUITE 104
CHAMPIONS GATE,
PH# 407-397-2500 FAX# 407-396-
7614
CHAMPIONS GATE, FL 33896

SHIP TO MASTERS BLVD

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
17700	06/13/2019	\$360,788.55	07/13/2019	Net 30	

TRACKING NO.

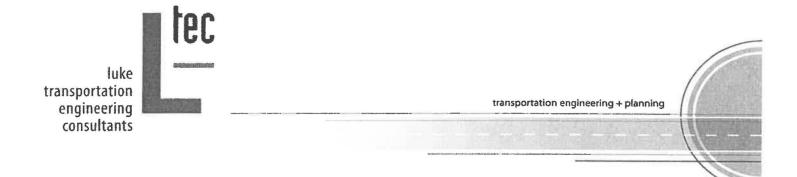
19-128

ACTIVITY	QTY	RATE	AMOUNT
SALESMAN 1 THANK YOU FOR ALLOWING US TO BID ON YOUR PROJECT. PLEASE CONTACT MATT GREENE FOR ANY QUESTIONS REGARDING THIS COST ESTIMATE AS WELL AS ANY SCHEDULING NEEDS. YOU CAN REACH HIM ON HIS CELL PHONE AT (863)-280-0904, OR AT THE OFFICE AT (863) 521-5454.			
JOB INFO NORTH SECTION: ROAD BEND TO MIRACLE DRIVE			
MILL 2" MILL	7,047	3.70	26,073.90
PAVE 2" ASPHALT SP12.5	7,047	10.75	75,755.25
MILL 3" MILL	2,860	3.70	10,582.00
MILL 2" BASE MILL	2,860	3.70	10,582.00
PAVE 2" BLACK BASE SP12.5	2,860	10.75	30,745.00
PAVE 3" ASPHALT SP 12.5	2,860	16.49	47,161.40
STRIPING STRIPING	1	7,500.00	7,500.00
SPEED BUMPS REMOVE / REINSTALL SPEED HUMPS	4	750.00	3,000.00
TRAFFIC SIGN	2	175.00	350.00

Invoice

ACTIVITY	QTY	RATE	AMOUNT
REMOVE / REINSTALL PEDESTRIAN SIGNAGE MANHOLES	2	75.00	150.00
RAISE RECLAIMED VALVE CANS & INSTALL NEW CONCRETE COLLARS & BRONZE ID TAGS	2	73.00	150.00
М.О.Т. МОТ	1	11,000.00	11,000.00
M.O.E. MOBILIZATION	1	1,680.00	1,680.00
EROSION CONTROL EROSION CONTROL	1	850.00	850.00
			Subtotal: 225,429.55
JOB INFO SOUTH SECTION: MIRACLE DRIVE TO CHAMPIONS GATE BLVD.			
MILL 2" MILL	7,220	3.70	26,714.00
PAVE 2" ASPHALT SP12.5	7,220	10.75	77,615.00
STRIPING STRIPING	1	23,000.00	23,000.00
М.О.Т. МОТ	1	5,500.00	5,500.00
M.O.E. MOBILIZATION	1	1,680.00	1,680.00
EROSION CONTROL EROSION CONTROL	1	850.00	850.00 Subtatal: 125 250 00
		BALANCE DUE	Subtotal: 135,359.00 \$360,788.55

SECTION D



July 16, 2019

Mr. Mark Vincutonis, P.E. Hanson, Walter & Associates, Inc. 8 Broadway, Suite 104 Kissimmee, FL 34741

Re: ChampionsGate – Osceola County, Florida Proposal for Transportation Engineering Services (LTEC #19-3001)

Dear Mr. Vincutonis:

Based on our coordination, I've prepared this proposal to assess the justifications for the installation of speed tables along Legends Boulevard, north of ChampionsGate Boulevard, in Osceola County. The tasks will address requirements from the Osceola County Traffic Calming Devices Application Policy & Procedures. For purposes of this agreement, Hanson, Walter & Associates, Inc. will be referred to as the Client, Luke Transportation Engineering Consultants, Inc. will be referred to as the Consultant, and Legends Boulevard, from ChampionsGate Boulevard to its terminus north of Links Boulevard in Osceola County, Florida will be referred to as the Project Roadway.

SCOPE OF WORK

Task 1: Traffic Data Collection and Field Review

The Consultant will complete a field review of the Project Roadway, including cross sections, lane geometries, adjacent land uses, and multi-modal facilities. Field photographs will also be compiled for northbound and southbound approaches near the potential speed table locations. The photos will include the existing geometry, signing, utility conflicts, right-of-way constraints, pavement marking, obstructions, unusual geometrics and traffic control aspects of the locations.

The Consultant will complete traffic volume and speed counts at two (2) locations along the Project Roadway. The weekday traffic counts will be conducted over 24 hours, by direction, to determine the existing speeds, volumes, and vehicle classifications. The Consultant will reduce and summarize the traffic data per the Osceola County Traffic Calming Devices Application Policy & Procedures.

Task 2: Analysis and Report

The Consultant will the complete an evaluation of the Project Roadway data per the Osceola County Traffic Calming Devices Application Policy & Procedures. The Consultant will also coordinate with the Client to identify the context and recent experience associated with the Project Roadway operational concerns. This

Mr. Mark Vincutonis, P.E. July 16, 2019 Page 2

information will be used to identify any Non-Restrictive counter-measures attempted, per the applicable County Application Policy & Procedures.

A summary of the evaluation will be prepared that will include the Project road characteristics, the traffic data collection, and identification of the operational issues. The summary will also include the proposed speed tables at up to two (2) locations within the Project Roadway limits. From this analysis, a recommendation shall be formulated as to whether or not the proposed speed tables are warranted.

The Consultant will prepare analysis summaries based on the County procedures. The recommendation and justification shall be documented in a report.

Task 3: Prepare County Application

The Consultant will the complete sections of the County Application for Traffic Calming. The Client will provide input for the application involving the approval of the applicable homeowners. The Consultant will coordinate with County staff per the Application Policy & Procedures to meet the submittal requirements.

Task 4: Review and Approval

After submittal of the traffic summary and Application for Traffic Calming to Osceola County, the Consultant will coordinate with the review staff to obtain any questions or comments. The Consultant will address the questions and comments, and update the application, as needed. The Consultant will attend up to one (1) meeting with County staff.

Task 5: Additional Services

Any work or meeting attendance required beyond the scope of Tasks 1 - 4 would be considered additional services. A supplemental scope and budget will be prepared and approved by the Client before any extra work is initiated.

FEE

The Consultant will perform Tasks 1 - 4, described above, based on the following fixed fees and hourly budget. The hourly work will be completed according to the Consultant's attached hourly rate schedule, within the budget provided. The fixed fees and budget include reimbursable costs. The Client will pay any application fees required by Osceola County. Task 5- Additional Services will be completed, if needed, on an hourly basis according to the Consultant's attached hourly rate schedule. Additional Services will only be completed based on the Client's direction.

Task 1 Traffic Data Collection and Field Review (fixed fee)	\$1,100
Task 2: Analysis and Report (fixed fee)	\$3,200
Task 3: Prepare County Application (fixed fee)	\$2,300
Task 4: Review and Approval, as needed (hourly budget)	\$900

TERMS OF AGREEMENT

Invoices for work completed will be upon the completion of the scope of work and will be considered due upon receipt. During the course of the work if the Client finds it necessary to terminate work on this project, the Consultant will cease all work upon receipt of a letter to that effect. The Client will pay for the services

Mr. Mark Vincutonis, P.E. July 16, 2019 Page 3

incurred to the point of termination based upon the Consultant's estimate of percent of work completed.

Should it become necessary for the Consultant to utilize its attorney to collect fees due the Consultant under this agreement, the Client agrees to bear the costs of collection, including reasonable attorney fees. The parties agree that the laws of the State of Florida shall govern this agreement, and further that legal venue shall be Orange County, Florida

Additional services, which are not included within this scope of work, will be treated as extra work. The Client will be given notice of any additional services that are needed to complete the project. The Client must give approval before work is begun. Extra work charges will be made in accordance with the Consultant's attached rate schedule. Invoices for extra work will be rendered every four (4) weeks and are payable upon receipt.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This proposal shall be null and void if it has not been executed within thirty (30) days from the date of preparation, unless otherwise indicated by the Consultant.

If you are in agreement with this proposal, you may execute the agreement by signing below and returning one copy for our files. We appreciate the opportunity to provide a proposal for this Project, and hope to assist you with the application.

Respectfully, LUKE TRANSPORTATION ENGINEERING CONSULTANTS, Inc.

J. Anthony Luke, P.E. President

Attachment

SIGNATURE

TITLE

COMPANY

DATE



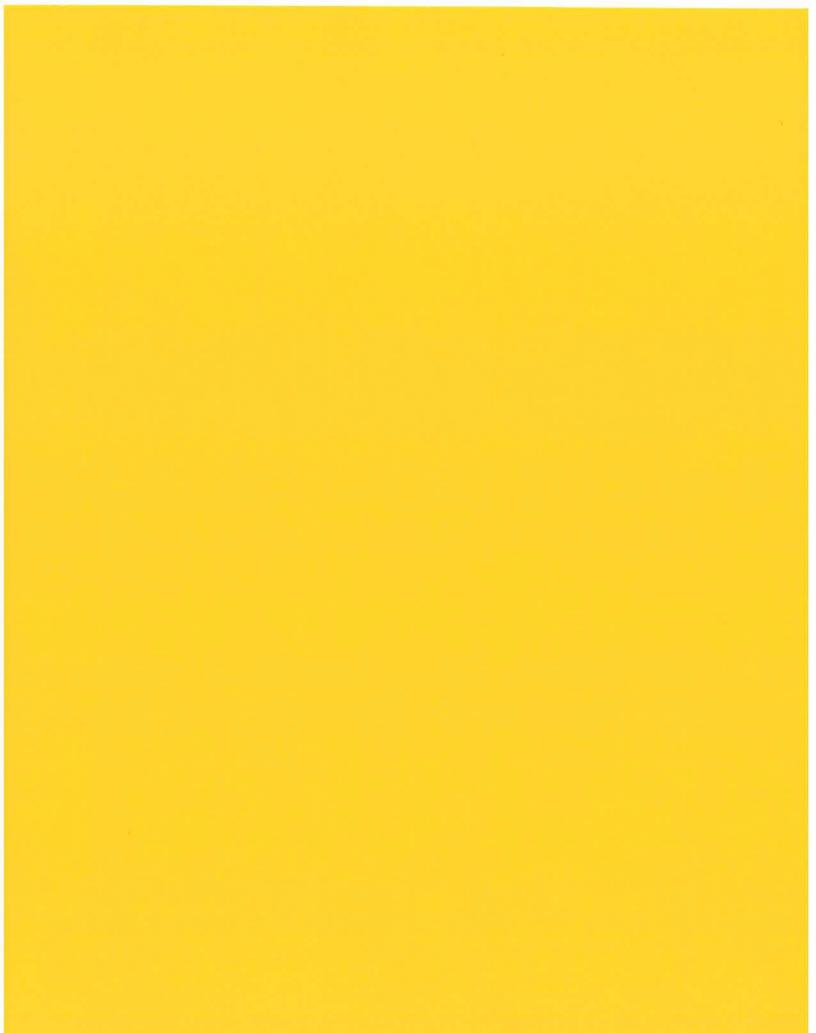
Luke Transportation Engineering Consultants, Inc. Hourly Rate Schedule

January 2019

The following rates will be applied, based on the specific tasks completed as part of the various scope requirements.

Principal	\$210.00 per hour
Project Manager	\$185.00 per hour
Project Engineer	\$160.00 per hour
Graphic Designer	\$60.00 per hour
Clerical/Technical	\$50.00 per hour

[mailing address] po box 941556 maitland florida 32794-1556 • 29 east pine street orlando florida 32801 [phone] 407 423 8055 [fax] 407 423 8022





Leftwich Consulting, Inc. 650 Valleystream Dr Geneva, FL 32732 (321) 238-8441 (407) 406-4455 Direct

July 9, 2019

Mr. George Flint, Manager ChampionsGate CDD 132 W. Central Blvd, Suite 320 Orlando, Florida 32801

Legends Blvd Speed Hump Review Traffic Study Re:

Dear Mr. Flint:

Per your request, Leftwich Consulting, Inc. (LC) is pleased to present you with the following cost proposal to provide Traffic Engineering related services for the above referenced project as follows:

Speed Hump Review Traffic Study:

- 1. Traffic Study
- 2. Traffic Counts (Necessary)
- 4. Meeting and Negotiations
- 4. Additional Services

\$8,750.00^a At Cost (invoiced separately) Hourly as needed Proposed as needed

⁸ If the traffic study is stopped per client's direction, a percentage of the cost will be charged based on efforts completed

If this proposal meets with your approval, please execute where indicated below and return one copy to my office. Upon receipt of the executed proposal there will be a mutual binding contractual agreement between the signing parties.

If you have any questions regarding the proposal or need any additional information, please feel free to contact my office.

Sincerely,

DSL:ps

LEFTWICH CONSULTING, INC. D. Scot Leftwich, Ph.D., R.E. President

Agreed,

CHAMPIONSGATE CDD

Print Name:

Title: _____

Date:

Enclosure: Contract / Proposal Information S:\PROPOSALS\Traffic Study for Legends Blvd Speed Humps Review 07 09 19.doc

LEFTWICH CONSULTING, INC. Contract / Proposal Information

HOURLY WAGE SCHEDULE

CLASSIFICATION	HOURLY RATE
Chief Engineer	\$400.00
Principal Transportation Engineer	\$325.00
Senior Transportation Engineer/Planner	\$300.00
Transportation Engineer/Planner	\$265.00
Junior Engineer	\$235.00
Transportation Specialist	\$200.00
Senior Technical Typist	\$165.00
Enumerator	\$150.00

CONTRACT DETAILS

- The above rates will be doubled for sworn testimony at hearings. Mileage to/from meetings, hearings, etc. will be charged at \$.585.
- For services in court, the above rates will be doubled with a minimum of an eight-hour day charged for each day of appearance.
- Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates.
- This proposal will be null and void in the event that it is not accepted and executed by the Client within thirty (30) days from the date of the proposal.
- An 18% per annum fee (1.5% per month) will be charged on all invoices overdue for thirty days.
- If an invoice proceeds to a collection status, the client will be charged filing costs, administrative fee for preparation of paperwork, and attorney fees.
- All retainers are held until the final invoice is forwarded to client.

SECTION V



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

September 3, 2019

Board of Supervisors Championsgate Community Development District c/o GMS, LLC 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

We are pleased to confirm our understanding of the services we are to provide Championsgate Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2019, with the option of two (2) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Championsgate Community Development District as of and for the fiscal year ended September 30, 2019, with the option of two (2) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

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

Championsgate Community Development District

and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and

recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures-General

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may Championsgate Community Development District

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records disclosure requirements by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records that are exempt or confidential and exempt from public records to the District; and the District; and the District, when such public records the Public Records Custodian of the District; and 4) upon completion of the contract term and following the contract term are applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates 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

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN.

Our fee for these services will not exceed \$4,000 for the September 30, 2019 audit. The fees for fiscal years 2020 and 2021, respectively, will not exceed \$4,000 and \$4,000 unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

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

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

Championsgate Community Development District

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

Very truly yours,

Grau & Associates

Jon Bar

Antonio J. Grau

RESPONSE:

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

Ву: _____

Title: _____
Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Anita Ford, Chair AJCPA Peer Review Board 2016

SECTION VI



Corporate Offices 3543 State Road 419 Winter Springs, FL 32708 1-800-666-5253 lakes@lakedoctors.com www.lakedoctors.com

July 16, 2019

Ms. Yyvonne Shouey Championsgate CDD 9415 Narcoossee Road Orlando, FL 32827

Dear Ms. Shouey,

The anniversary date of your Lake Doctors, Inc. Water Management Program for Championsgate CDD is September 1, 2019 at which time your program is due to automatically extend. Due to the rising costs of professionally managing your account, including aquatic products, vehicles, equipment, insurance and supplies, we would like to ask for an adjustment to your monthly investment amount, from \$464.00/per month to \$470.00/per month.

If you have any questions or concerns regarding your Lake Doctors Water Management Program, please feel free to give me a call at 407-761-8924 or 800-666-5253 or contact me by e-mail at <u>Julian.Stern@lakedoctors.com</u>. Otherwise, no action is required by you at this time.

As always, we will continue to focus upon fully satisfying your water management needs by providing excellent, quality service, quick response to questions or problems and deep concern for the health of your pond, lake or waterway.

We at The Lake Doctors, Inc. very much appreciate your current business and we look forward to continuing to work with you to keep your waterway(s) in excellent condition.

Sincerely,

Jalia J. Aten

Fabian J. Stern Vice President- Sales

FJS/dld 706636

SECTION VII

SECTION C

SECTION 1

Champions Gate Community Development District

Check Run Summary

August 1, 2019 thru September 10, 2019

Fund	Date	Check No.'s	Amount
General Fund	8/6/19	4501-4505	\$ 45,105.70
	8/12/19	4506	\$ 3,513.47
	8/13/19	4507	\$ 293.34
	8/20/19	4508-4512	\$ 6,059.40
	8/26/19	4513-4515	\$ 2,456.00
	9/4/19	4516	\$ 11,631.91
	9/9/19	4517-4523	\$ 29,199.48
			\$ 98,259.30
Payroll	August 2019		
	Darin Tennyson	50322	
	Elizabeth Allen	50323	\$ 184.70
	Jordan Rockefeller	50324	\$ 184.70
	Lee Dawson	50325	\$ 184.70
	Phillip Montalvo	50326	\$ 184.70
			\$ 738.80
			\$ 98,998.10

AP300R VEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CH *** CHECK DATES 08/01/2019 - 09/10/2019 *** CHAMPIONSGATE - GENERAL FUND BANK A CHAMPIONSGATE CDD	ECK REGISTER	RUN 9/10/19	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	AMOUNT #
8/06/19 00030 8/01/19 16609 201907 310-51300-31500 DRAFT AGREE/AGENDA/PROP.	*	3,486.96	
CLARK & ALBAUGH, LLP 8/06/19 00026 8/01/19 445806 201908 320-53800-46800			3,486.96 004501
WATER MGMT SERVICES AUG19			
THE LAKE DOCTORS, INC.			464.00 004502
ONSITE SERVICES AUG19		12,299.84	
RIDA ASSOCIATES LIMITED PARTNERSHI	P		12,299.84 004503
8/06/19 00056 7/01/19 59472 201907 320-53800-46200 LANDSCAPE MAINT JUL19	*	11,631.91	
7/30/19 59869 201907 320-53800-35100 LEGENDS-REPAIR MAINLINE	*	3,467.08	
7/31/19 59873 201907 320-53800-46300	*	1,500.00	
ENHANCE-3 PALLETS OF SOD 8/01/19 59747 201908 320-53800-46200	*	11,631.91	
LANDSCAPE MAINT AUG19 WEBER ENVIRONMENTAL SERVICES			28,230.90 004504
8/06/19 00057 8/05/19 50006 201907 320-53800-34500		624.00	
SECURITY 7/26 - 7/28 OSCEOLA COUNTY SHERIFF			624.00 004505
8/12/19 00049 8/01/19 188 201908 310-51300-34000		3,050,25	
MANAGEMENT FEES-AUG19 8/01/19 188 201908 310-51300-35100	*	266.67	
INFORMATION TECH-AUG19 8/01/19 188 201908 310-51300-31300	*	83.33	
DISSEMINATION FEE-AUG19 8/01/19 188 201908 310-51300-51000		25.48	
OFFICE SUPPLIES	<u> </u>		
8/01/19 188 201908 310-51300-42000 POSTAGE	*	8.00	
8/01/19 188 201908 310-51300-42500 COPIES	*	66.30	
8/01/19 188 201908 310-51300-41000	*	13.44	
GOVERNMENTAL MANAGEMENT SERVICES			3,513.47 004506
8/13/19 00111 7/30/19 3088-8 201907 320-53800-47400	*	293.34	
N.BEACH/LLAMA WHITE/KENYA SHERWIN-WILLIAMS			293.34 004507

CHMP CHAMP GATE TVISCARRA

AP300R YEAR-TO-DATE AC *** CHECK DATES 08/01/2019 - 09/10/2019 *** CHA BAN	COUNTS PAYABLE PREPAID/COMPUTER (MPIONSGATE - GENERAL FUND K A CHAMPIONSGATE CDD	CHECK REGISTER	RUN 9/10/19	PAGE 2
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SU	VENDOR NAME B SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/20/19 00003 8/13/19 6-705-44 201908 310-51300-42 DELIVERY 08/07/19	000	*	244.15	
	FEDEX			244.15 004508
8/20/19 00095 8/14/19 5269742 201907 310-51300-31 CDD MTG/PROP/SITE VISIT	100	*	3,949.75	2 040 75 004500
	HANSON WALTER & ASSOCIATES, INC.			3,949.75 004509
8/20/19 00004 7/31/19 83607780 201907 310-51300-48 NOT.PUB.HEAR.FY19/20 BDGT			567.50	
	ORLANDO SENTINEL			567.50 004510
8/20/19 00091 8/08/19 757814 201908 320-53800-49 BACKFLOW CERTIFICATION	100		50.00	
	WAYNE AUTOMATIC FIRE SPRINKLERS	INC		50.00 004511
8/20/19 00057 8/19/19 50030 201908 320-53800-34 SECURITY 8/4 - 8/18		*	1,248.00	
3ECOVIII 0/4 - 0/10	OSCEOLA COUNTY SHERIFF			1,248.00 004512
8/26/19 00047 8/15/19 1008388 201908 320-53800-46 MOSQUITO MGMT SERV AUG19	900	*	935.00	
	CLARKE ENVIRONMENTAL MOSQUITO MG			935.00 004513
8/26/19 00119 8/23/19 19001052 201908 320-53800-53 INSTALL WEIGHT LIMIT SIGN		*	1,325.00	
	CREATIVE MAILBOX DESIGNS, LLC			1,325.00 004514
8/26/19 00048 8/01/19 1908-003 201908 320-53800-47 TRAFFIC SIGNAL MAINT AUG	200	*	196.00	
INTEL STONE MINT AUG	TRAFFIC ENGINEERING & MANAGEMENT			196.00 004515
9/04/19 00056 9/01/19 60019 201909 320-53800-46 LANDSCAPE MAINT SEP19	200	*	11,631.91	
	WEBER ENVIRONMENTAL SERVICES			11,631.91 004516
9/09/19 00030 9/01/19 16649 201908 310-51300-31		*	2,733.96	
AGENDA/DOCS/MTG/CORRESPND	CLARK & ALBAUGH, LLP			2,733.96 004517
9/09/19 00022 8/26/19 18964A 201908 320-53800-46	800	*	150.00	
FOUNTAIN BOWL CLEAN AUG19	FOUNTAIN DESIGN GROUP, INC.			150.00 004518
9/09/19 00049 9/01/19 189 201909 310-51300-34 MANAGEMENT FEES-SEP19		*	3,050.25	

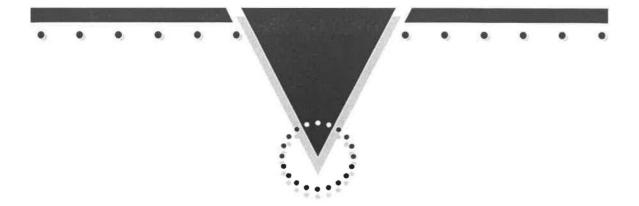
CHMP CHAMP GATE TVISCARRA

AP300R YEAR-TO-DATE & *** CHECK DATES 08/01/2019 - 09/10/2019 *** CH BA	ACCOUNTS PAYABLE PREPAID/COMPUTF HAMPIONSGATE - GENERAL FUND ANK A CHAMPIONSGATE CDD	ER CHECK REGISTER	RUN 9/10/19	PAGE 3
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# :		STATUS	AMOUNT	CHECK AMOUNT #
9/01/19 189 201909 310-51300-3	35100	*	266.67	
INFORMATION TECH-SEP19 9/01/19 189 201909 310-51300-3	31300	*	83.33	
DISSEMINATION FEE-SEP19 9/01/19 189 201909 310-51300-	51000	*	25.78	
OFFICE SUPPLIES 9/01/19 189 201909 310-51300-4 POSTAGE	42000	*	13.25	
9/01/19 189 201909 310-51300-4 COPIES	42500	*	114.90	
9/01/19 189 201909 310-51300-4		*	30.25	
	GOVERNMENTAL MANAGEMENT SERVIC	CES		3,584.43 004519
SECURITY DETAIL, AUG19	34300	-	2,040.00	
	MAURICE NORMAN VILSAINT			2,640.00 004520
9/09/19 00057 9/05/19 50087 201908 320-53800-3 SECURITY 8/18 - 8/26	34500	*	936.00	
	OSCEOLA COUNTY SHERIFF			936.00 004521
9/09/19 00105 9/04/19 43712 201909 320-53800- ONSITE SERVICES SEP19	12000	*	12,299.84	
	RIDA ASSOCIATES LIMITED PARTNE	ERSHIP		12,299.84 004522
9/09/19 00056 7/16/19 59681 201907 320-53800- INST.115-7GAL.PODOCARPUS	46300	*	3,796.25	
7/16/19 59684 201907 320-53800- INST.92-7GAL.PODOCARPUS	46300	*	3,059.00	
	WEBER ENVIRONMENTAL SERVICES		,	6,855.25 004523
	TOTAL FOR F	BANK A	98,259.30	
	TOTAL FOR F	REGISTER	98,259.30	

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CHMP CHAMP GATE TVISCARRA

SECTION 2



ChampionsGate Community Development District

Unaudited Financial Reporting August 31, 2019



Table of Contents

1	Balance Sheet
2	General Fund Income Statement
3	Debt Service Fund Income Statement
4	Capital Projects Income Statement
5	Month to Month
6	Long Term Debt Summary
7	Assessment Receipt Schedule

CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT Balance Sheet - All Fund Types and Accounts Groups August 31, 2019

		Governmental Fund Ty	pes	
	General	Debt Service	Capital Projects	Totals
	Fund	Fund	Fund	2019
ASSETS				
<u>Cash</u>				
Operating Account	\$287,377			\$287,377
<u>Investments</u>				
Reserve - A				
Prepayment - A				
Revenue				
Capital Reserves			\$322,791	\$322,791
State Board of Administration			\$839,772	\$839,772
	l.			
TOTAL ASSETS	\$287,377		\$1,162,563	\$1,449,940
LIABILITIES				
Accounts Payable	\$17,046			\$17,046
Fund Equity and Other Credits				
Restricted for Debt Service				
Assigned for Capital Projects			\$1,162,563	\$1,162,563
Unassigned	\$270,332			\$270,332
TOTAL LIABILITIES & FUND	le contraction de la contracti			
EQUITY & OTHER CREDITS	\$287,377		\$1,162,563	\$1,449,940

ChampionsGate

Community Development District

General Fund

Statement of Revenues & Expenditures

For Period Ending August 31, 2019

	General Fund Budget	Prorated Budget Thru 8/31/19	Actual Thru 8/31/19	Variance
Revenues:				
Special Assessments	\$731,679	\$731,679	\$734,218	\$2,539
Interest	\$0	\$0	\$83	\$83
Total Revenues	\$731,679	\$731,679	\$734,301	\$2,622
Expenditures:				
Administrative				
Supervisors Fees	\$6,000	\$5,500	\$6,600	(\$1,100)
FICA Expense	\$459	\$421	\$505	(\$84)
Engineering	\$10,000	\$9,167	\$18,731	(\$9,564)
Attorney	\$22,500	\$20,625	\$19,331	\$1,294
Annual Audit	\$3,900	\$3,900	\$3,900	\$0
Management Fees	\$36,603	\$33,553	\$33,553	\$0
Information Technology	\$3,200 \$5,000	\$2,933 \$5,000	\$4,633 \$5,000	(\$1,700)
Collection Agent	\$4,337	\$4,337	\$3,000	\$0 (\$434)
Trustee Fees	\$450	\$450	\$900	(\$450)
Arbitrage Rebate Dissemination	\$1,250	\$1,146	\$900	(\$450)
Telephone	\$100	\$92	\$24	\$68
Postage	\$1,200	\$1,100	\$1,569	(\$469)
Insurance	\$10,500	\$10,500	\$10,331	\$169
Printing & Binding	\$1,000	\$917	\$420	\$497
Legal Advertising	\$1,500	\$1,375	\$1,510	(\$135
Other Current Charges	\$250	\$229	\$44	\$185
Property Appraiser Fee	\$500	\$500	\$384	\$116
Property Taxes	\$15	\$15	\$29	(\$14
Office Supplies	\$250	\$229	\$156	\$74
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Total Admninistrative	\$109,189	\$102,163	\$113,732	(\$11,569)
Maintenance				
Property Insurance	\$22,900	\$22,900	\$19,926	\$2,974
Landscape Maintenance Contract	\$139,583	\$127,951	\$127,951	\$0
Landscape Miscellaneous	\$8,000	\$7,333	\$16,840	(\$9,506)
rrigation System/Maintenance	\$15,000	\$13,750	\$20,672	(\$6,922)
Lakes/Fountains	\$13,200	\$12,100	\$13,220	(\$1,120)
Lighting	\$12,000	\$11,000	\$9,534	\$1,466
Miscellaneous	\$2,000	\$1,833	\$250	\$1,583
Painting Public Areas	\$600	\$550	\$293	\$257
Traffic Signals	\$8,000	\$7,333	\$5,366	\$1,967
Sidewalks	\$10,000	\$9,167	\$0	\$9,167
Signage	\$6,000	\$5,500	\$2,165	\$3,335
Trash Removal	\$3,700	\$3,392	\$3,636	(\$244
	\$45,000	\$41,250	\$42,836	(\$1,586
Water/Sewer	\$1,000	\$917	\$198	\$719
Security	\$46,000 \$147,600	\$42,167 \$135,300	\$51,084 \$135,298	(\$8,917
Onsite Management Mosquito Control	\$147,600	\$6,967	\$135,298 \$4,675	\$2 \$2,292
Transfer Out - Capital Reserve	\$234,307	\$234,307	\$239,825	(\$5,518)
Total Maintenance	\$722,490	\$683,716	\$693,768	(\$10,051)
Total Expenditures	\$831,679	\$785,879	\$807,499	(\$21,620)
Excess Revenues (Expenditures)	(\$100,000)		(\$73,198)	
Fund Balance - Beginning	\$100,000		\$343,530	
Fund Balance - Ending	\$0		\$270,332	
r ana waanoo - maaaa	2		4410,002	

ChampionsGate

Com m untiv Developm entDis trict

Debt Service Fund - Series 1998A

Statement of Revenues & Expenditures

For Period Ending August 31, 2019

	Debt Service Budget	Prorated Budget Thru 8/31/19	Actual Thru 8/31/19	Variance
Revenues:				
Special Assessments Interest	\$1,311,719 \$500	\$1,311,719 \$458	\$1,318,035 \$4,894	\$6,316 \$4,436
Total Revenues	\$1,312,219	\$1,312,177	\$1,322,929	\$10,752
Expenditures:				
Special Call - 11/1	\$0	\$0	\$25,000	(\$25,000)
Interest - 11/1	\$77,031	\$77,031	\$77,031	\$0
Principal - 5/1	\$1,195,000	\$1,195,000	\$2,440,000	(\$1,245,000)
Interest - 5/1	\$77,031	\$77,031	\$76,250	\$781
Transfer Out	\$0	\$0	\$583,022	(\$583,022)
Total Expenditures	\$1,349,063	\$1,349,063	\$3,201,303	(\$1,852,240)
Excess Revenues (Expenditures)	(\$36,844)		(\$1,878,374)	
Fund Balance - Beginning	\$531,838		\$1,878,374	
Fund Balance - Ending	\$494,995		\$0	

ChampionsGate Community Development District

Capital Projects Fund Statement of Revenues & Expenditures For Period Ending August 31, 2019

	Capital Reserves Budget	Prorated Budget Thru 8/31/19	Actual Thru 8/31/19	Variance
Revenues:				
Transfer In Interest	\$234,307 \$100	\$234,307 \$92	\$822,846 \$10,575	\$588,539 \$10,483
Total Revenues	\$234,407	\$234,399	\$833,421	\$599,023
Expenditures:				
Capital Projects - Other	\$360,000	\$330,000	\$28,638	\$301,362
Total Expenditures	\$360,000	\$330,000	\$28,638	\$301,362
Excess Revenues (Expenditures)	(\$125,593)		\$804,784	
Fund Balance - Beginning	\$256,874		\$357,779	
Fund Balance - Ending	\$131,281		\$1,162,563	

1	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Total
Revenues:													
Special Assessments	\$0	\$57,383	\$499,668	\$20,247	\$114,186	\$9,652	\$20,509	\$5,030	\$7,528	\$14	\$0	\$0	\$734,218
Interest	\$8	\$9	\$9	\$10	\$11	\$10	\$11	\$15	\$0	\$0	\$0	\$0	\$83
Total Revenues	\$8	\$57,393	\$499,678	\$20,257	\$114,197	\$9,662	\$20,520	\$5,045	\$7,528	\$14	\$0	\$0	\$734,301
Expenditures:													
Administrative													
Supervisors Fees	\$1,000	\$0	\$800	\$0	\$800	\$0	\$1,000	\$1,200	\$0	\$800	\$1,000	\$0	\$6,600
FICA Expense	\$77	\$0	\$61	\$0	\$61	\$0	\$77	\$92	\$0	\$61	\$77	\$0	\$505
Engineering	\$974	\$188	\$1,621	\$0	\$760	\$0	\$2,317	\$3,513	\$5,409	\$3,950	\$0	\$0	\$18,731
Attomey	\$542	\$993	\$3,980	\$810	\$3,564	\$0	\$1,812	\$1,290	\$120	\$3,487	\$2,734	\$0	\$19,331
Annual Audit	\$0	\$2,000	\$1,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,900
Management Fees	\$3,050	\$3,050	\$3,050	\$3,050	\$3,050	\$3,050	\$3,050	\$3,050	\$3,050	\$3,050	\$3,050	\$0	\$33,553
Information Technology	\$267	\$267	\$267	\$267	\$1,967	\$267	\$267	\$267	\$267	\$267	\$267	\$0	\$4,633
Collection Agent	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Trustee Fees	\$0	\$0	\$4,771	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,771
Arbitrage Rebate	\$0	\$0	\$0	\$0	\$450	\$0	\$0	\$450	\$0	\$0	\$0	\$0	\$900
Dissemination	\$333	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$1,167
Telephone	\$0	\$0	\$0	\$0	\$0	\$10	\$0	\$0	\$0	\$0	\$13	\$0	\$24
Poslage	\$201	\$13	\$189	\$35	\$187	\$11	\$210	\$243	\$9	\$221	\$252	\$0	\$1,569
Insurance	\$10,331	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,331
Printing & Binding	\$0	\$83	\$0	\$38	\$38	\$48	\$15	\$61	\$68	\$3	\$66	\$0	\$420
Legal Advertising	\$230	\$0	\$0	\$479	\$0	\$234	\$0	\$0	\$0	\$568	\$0	\$0	\$1,510
Other Current Charges	\$5	\$18	\$19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2	\$0	\$44
Property Appraiser Fee	\$0	\$0	\$0	\$384	\$0	\$0	\$0	50	\$0	\$0	\$0	\$0	\$384
Property Taxes	\$0	\$29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50	\$0	\$0	\$29
Office Supplies	\$1	\$26	\$0	\$25	\$1	\$25	\$0	\$25	\$26	\$0	\$25	\$0	\$156
	\$175	\$20	50	\$0	\$0	\$0	\$0	\$0	\$20	\$0	\$0	\$0	\$175
Dues, Licenses, Subscriptions	9175	20	30	40	40	ψU	00		40	40	ψŪ	ψŪ	0175
Total Administrative	\$22,184	\$6,750	\$16,741	\$5,172	\$10,961	\$3,728	\$8,831	\$10,274	\$9,032	\$12,489	\$7,570	\$0	\$113,732
Maintenance													
Reports Incumpon	\$19,926	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,926
Property Insurance Landscape Maintenance Contract	\$11,632	\$11,632	\$11,632	\$11,632	\$11,632	\$11,632	\$11,632	\$11,632	\$11,632	\$11,632	\$11,632	\$0	\$127,951
Landscape Miscellaneous	\$11,032	\$11,032	\$1,665	\$11,052	\$11,032	\$11,032	\$0	\$500	\$2,891	\$11,783	\$11,052	\$0	\$16,840
Imigation System/Maintenance	\$1,005	\$1,842	\$1,203	\$5,529	\$457	\$860	\$922	\$1,657	\$0	\$3,467	\$3,730	50	\$20,672
Lakes/Fountains	\$614	\$614	\$614	\$864	\$3,727	\$1,521	\$614	\$2,455	\$864	\$719	\$614	50	\$13,220
	\$0	\$0	\$1,309	\$0	\$721	\$0	\$2,604	\$0	\$4,900	\$0	\$0	\$0	\$9,534
Lighting	\$0	\$0	\$0	\$0	\$0	\$0	\$2,004	\$0	\$200	\$0	\$50	\$0	\$250
Miscellaneous	\$0	\$0	\$0	\$0	\$0	50	\$0 \$0	\$0	\$200	\$293	\$0	\$0	\$293
Painting Public Areas	\$196	\$1,450	\$1,416	\$929	\$196	\$196	\$196	\$196	\$200	\$196	\$196	\$0	\$5,366
Traffic Signals													
Sidewalks	\$D	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Signage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$840	\$0	\$1,325	\$0	\$2,165
Trash Removal	\$307	\$308	\$307	\$304	\$303	\$304	\$360	\$362	\$362	\$360	\$360	\$0	\$3,636
Electric	\$3,719	\$3,939	\$3,984	\$3,112	\$4,054	\$4,153	\$4,036	\$4,073	\$4,072	\$3,893	\$3,801	\$0	\$42,836
Water/Sewer	\$11	\$12	\$18	\$18	\$67	\$13	\$13	\$11	\$13	\$11	\$11	\$0	\$198
Security	\$3,744	\$3,571	\$3,237	\$3,649	\$3,092	\$3,959	\$3,900	\$7,668	\$7,032	\$6,408	\$4,824	\$0	\$51,084
Onsite Management	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$0	\$135,298
Mosquito Control	\$935	\$935	\$0	\$0	\$0	\$0	\$0	\$0	\$935	\$935	\$935	\$0	\$4,675
Transfer Out - Capital Reserve	\$0	\$0	\$0	\$234,307	\$0	\$0	\$0	\$5,518	\$0	\$0	\$0	\$0	\$239,825
Total Maintenance	\$54,387	\$36,603	\$37,684	\$272,644	\$36,549	\$34,936	\$36,577	\$46,372	\$46,241	\$51,997	\$39,778	\$0	\$693,768
Total Expenditures	\$76,571	\$43,353	\$54,426	\$277,816	\$47,509	\$38,664	\$45,408	\$56,645	\$55,273	\$64,487	\$47,348	\$0	\$807,499

ChampionsGate CDD

ChampionsGate Community Development District LONG TERM DEBT REPORT

SERIES 1998A, CAPITAL IMPR	OVEMENT REVENUE BONDS
INTEREST RATE:	6.25%
MATURITY DATE:	5/1/2020
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$0
RESERVE FUND BALANCE	\$0
BONDS OUTSTANDING - 9/30/13	\$7,765,000
LESS: PRINCIPAL PAYMENT 5/1/14	(\$915,000)
LESS: PRINCIPAL PAYMENT 5/1/15	(\$970,000)
LESS: PRINCIPAL PAYMENT 5/1/16	(\$1,035,000)
LESS: SPECIAL CALL 5/1/16	(\$40,000)
LESS: SPECIAL CALL 11/1/16	(\$75,000)
LESS: PRINCIPAL PAYMENT 5/1/17	(\$1,075,000)
LESS: SPECIAL CALL 5/1/17	(\$70,000)
LESS: PRINCIPAL PAYMENT 5/1/18	(\$1,120,000)
LESS: SPECIAL CALL 11/1/18	(\$25,000)
LESS: SPECIAL CALL 5/1/19	(\$2,440,000)
CURRENT BONDS OUTSTANDING	\$0

CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENT RECEIPTS - FY2019

TAX COLLECTOR

									s Assessments et Assessments		2,167,870 2,037,797	\$	775,581 729,046	\$ \$	1,392,289 1,308,751 1998A		
Date		Gro	ss Assessments	Assessments Discounts/		Commissions		interest		Net Amount		General Fund		Debt Svc Fund		Total	
Received	Dist.	Received		Penalties Paid		Paid	Income Re		Received		35.78%		64.22%		100%		
11/9/18	ACH	\$	8,249.22	\$	403.79	\$	156.91	\$	-	\$	7,688.52	\$	2,750.66	\$	4,937.86	\$	7,688.52
11/26/18	ACH	\$	162,315.78	\$	6,492.42	\$	3,116.47	\$	-	\$	152,706.89	\$	54,632.68	\$	98,074.21	\$	152,706.89
12/10/18	ACH	\$	1,299,138.77	\$	51,965.60	\$	24,943.46	\$	-	\$:	1,222,229.71	\$	437,267.03	\$	784,962.68	\$	1,222,229.71
12/21/18	ACH	\$	184,546.52	\$	6,565.38	\$	3,559.63	\$	-	\$	174,421.51	\$	62,401.34	\$	112,020.17	\$	174,421.51
1/11/19	ACH	\$	55,306.39	\$	1,659.24	\$	1,072.94	\$	-	\$	52,574.21	\$	18,809.04	\$	33,765.17	\$	52,574.21
1/11/19	ACH	\$	3,681.92	\$	102.72	\$	71.58	\$		\$	3,507.62	\$	1,254.89	\$	2,252.73	\$	3,507.62
1/11/19	ACH	\$	-	\$	-	\$	•	\$	510.36	\$	510.36	\$	182.59	\$	327.77	\$	510.36
2/13/19	ACH	\$	730.16	\$	21.91	\$	14.17	\$		\$	694.08	\$	248.32	\$	445.76	\$	694.08
2/13/19	ACH	\$	333,024.37	\$	8,050.97	\$	6,499.46	\$	4	\$	318,473.94	\$	113,937.79	\$	204,536.15	\$	318,473.94
3/11/19	ACH	\$	27,825.70	\$	295.31	\$	550.61	\$	-	\$	26,979.78	\$	9,652.33	\$	17,327.45	\$	26,979.78
4/9/19	ACH	\$	54,511.50	\$	-	\$	1,090.20	\$	-	\$	53,421.30	\$	19,112.10	\$	34,309.20	\$	53,421.30
4/9/19	ACH	\$	3,684.99	\$	-	\$	73.73	\$	-	\$	3,611.26	\$	1,291.97	\$	2,319.29	\$	3,611.26
4/12/19	ACH	\$	±.	\$	-	\$		\$	293.47	\$	293.47	\$	104.99	\$	188.48	\$	293.47
5/15/19	ACH	\$	13,367.76	\$	-	\$	267.35	\$	-	\$	13,100.41	\$	4,686.83	\$	8,413.58	\$	13,100.41
5/15/19	ACH	\$	977.79	\$	-	\$	19.56	\$		\$	958.23	\$	342.82	\$	615.41	\$	958.23
6/14/19	ACH	\$	5,530.64	\$	-	\$	110.62	\$		\$	5,420.02	\$	1,939.08	\$	3,480.94	\$	5,420.02
6/14/19	ACH	\$	139.43	\$	-	\$	2.78	\$	-	\$	136.65	\$	48.89	\$	87.76	\$	136.65
6/18/19	ACH	\$	15,801.39	\$	-	\$	316.03	\$		\$	15,485.36	\$	5,540.07	\$	9,945.29	\$	15,485.36
7/15/19	ACH	\$		\$	-	\$	-	\$	39.63	\$	39.63	\$	14.18	\$	25.45	\$	39.63
Totals		\$	2,168,832.33	\$	75,557.34	\$	41,865.50	\$	843.46	\$:	2,052,252.95	\$	734,217.59	\$:	1,318,035.36	\$	2,052,252.95