

*ChampionsGate Community  
Development District*

*Agenda*

*May 10, 2021*

# AGENDA

# *ChampionsGate*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

May 3, 2021

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, May 10, 2021 at 2:00 p.m. at the offices of Rida and Associates, 8390 ChampionsGate Blvd., Suite 104, ChampionsGate, FL 33896.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the April 12, 2021 Meeting
4. Consideration of Right of Way Utilization Agreement with Duke Energy
5. Consideration of Right of Way Utilization Agreement with Cortland Acquisitions, LLC
6. Ratification of Environmental Mosquito Management Program Proposal
7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Presentation of Number of Registered Voters – 1,553
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 April 12, 2021 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of the Right of Way Utilization Agreement with Duke Energy. A copy of the agreement is enclosed for your review.

The fifth order of business is the consideration of the Right of Way Utilization Agreement with Cortland Acquisitions, LLC. A copy of the agreement is enclosed for your review.

The sixth order of business is the ratification of the Environmental Mosquito Management Program proposal. A copy of the proposal is enclosed for your review.

The seventh order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the check register being submitted for approval and Sub-Section 2 includes the balance sheet and income statement for your review. Sub-Section 3 is the presentation of the number of registered voters within the boundaries of the District. A copy of the letter from the Osceola County Supervisor of Elections is enclosed 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,



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

MINUTES OF MEETING  
CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the ChampionsGate Community Development District was held Monday, April 12, 2021 at 2:00 p.m. at the offices of RIDA Development, 8390 ChampionsGate Boulevard, Suite 104, ChampionsGate, Florida.

Present and constituting a quorum were:

|                   |                              |
|-------------------|------------------------------|
| Lee Dawson        | Chairman                     |
| Darin Tennyson    | Vice Chairman                |
| Elizabeth Allen   | Assistant Secretary          |
| Wesley Holland    | Assistant Secretary by phone |
| Darlene Clevenger | Assistant Secretary          |

Also present were:

|                 |                   |
|-----------------|-------------------|
| George Flint    | District Manager  |
| Scott Clark     | District Counsel  |
| Pete Glasscock  | District Engineer |
| Yvonne Shouey   | RIDA Development  |
| Marc Reicher    | RIDA Development  |
| Teresa Viscarra | GMS by phone      |

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

A resident asked what is the status of the lighting on the new walkway that was constructed behind Walgreens? I see they have refilled the fountain but the spigots on the side are not working.

Mr. Flint stated we will check on the fountain; the lighting we will address during the meeting.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the February 8, 2021 Meeting**

On MOTION by Mr. Dawson seconded by Ms. Clevenger with all in favor the minutes of the February 8, 2021 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-03  
Providing for Removal and Appointment of  
Treasurer and Appointment of Assistant  
Treasurer**

Mr. Flint stated this resolution removes Ariel Lovera as Treasurer and appoints Jill Burns in my office as Treasurer and Teresa Viscarra as Assistant Treasurer. Ariel is no longer with GMS due to health reasons and Jill is a principal in my office.

On MOTION by Mr. Dawson seconded by Mr. Tennyson with all in favor Resolution 2021-03 appointing Jill Burns as Treasurer and Teresa Viscarra as Assistant Treasurer was approved.

**FIFTH ORDER OF BUSINESS**

**Ratification of E-Verify Memorandum of  
Understanding**

Mr. Flint stated you previously authorized staff to register the District in the E-Verify System and execute the memorandum of understanding. We brought the memorandum of understanding back; it has been executed per your prior authority and we are asking you to ratify that action.

On MOTION by Ms. Allen seconded by Ms. Clevenger with all in favor the actions taken by staff to register in the E-Verify System were ratified.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-04  
Approving the Proposed Fiscal Year 2022  
budget and Setting a Public Hearing**

Mr. Flint stated the statutes require the Board to approve what is called a proposed budget and set the date, place and time of the public hearing for its final consideration. The approval of the proposed budget has to be at least 60-days before your public hearing for final adoption. We will schedule the public hearing for July 26, 2021.

Exhibit A to the resolution is the proposed budget and this is the start of the budget process, it is not binding on the Board. You are approving this for purposes of meeting the 60-day requirement. You can modify it up to and at the public hearing in July. It assumes the per

unit assessment amounts are going to remain the same with no increase in operating and maintenance assessments. We continue to be able to transfer funds to the capital reserve fund.

Ms. Allen asked what was the increase in legal advertising?

Mr. Flint responded that was due to the increased cost of advertising the Zoom meetings.

Ms. Viscarra stated one of the reasons I increased the legal advertising for next year is because fiscal year 2021 that will be audited next year is the final year of the three-year contract with the auditor and it would require bidding, which will be additional meetings and advertising. Also, this is the last year for the landscape contract, they had a 2019 agreement with two one-year options to renew and we are in the final year as well.

Mr. Flint stated if we have an increase in landscaping, we may have to review the transfer to capital projects and adjust that balance unless the Board wants to do an assessment increase.

Mr. Reicher asked does the landscape maintenance have to be bid?

Mr. Flint responded it doesn't have to be bid, it is under the threshold of \$200,000.

Ms. Allen stated they do an excellent job.

Mr. Reicher stated they are very responsive when Yvonne calls them.

Mr. Flint stated it sounds like you want the onsite manager to reach out to Weber for an extension.

Ms. Shouey stated they have held their price for a number of years.

Ms. Allen stated they have so there might be a slight increase, but we may as well know.

Ms. Shouey stated they are very easy to deal with and a lot of them aren't.

The Board discussed the capital projects fund, the assets it covers and the engineer was directed to come back to the Board with a list of assets, expected lifespan of the assets and cost of replacement after he conducts his annual inspection.

On MOTION by Mr. Tennyson seconded by Mr. Dawson with all in favor Resolution 2021-04 approving the proposed fiscal year 2022 budget and setting the public hearing for July 26, 2021 was approved.

## **SEVENTH ORDER OF BUSINESS**

### **Ratification of Proposals from Weber Environmental Services for Landscaping Repairs and Enhancements**

Mr. Flint stated next is ratification of an agreement with Weber Environmental for some plant replacement



On MOTION by Mr. Dawson seconded by Ms. Allen with all in favor the proposal from Weber to replace shrubs in the amount of \$1,095 and \$360 and replacement of spray heads in the amount of \$152.07 and \$780.05 were approved.

**EIGHTH ORDER OF BUSINESS**

**Consideration of ROW Utilization Agreement with Duke Energy Related to Crossing Goodman Boulevard**

Mr. Flint stated next is a request from Duke Energy to cross Goodman Road. There are easements in place, but we still would like a right-of-way utilization agreement with them to make sure everything is restored properly.

Mr. Clark stated typically we will do a right-of-way utilization agreement, give them permission to do the work and require that they indemnify us for damages, that they restore it, that they demonstrate insurance coverage in case of personal injury and things of that nature. The form of the agreement did not make the agenda, but we can do a conceptual approval if the Board is so inclined.

On MOTION by Ms. Allen seconded by Ms. Clevenger with all in favor the ROW utilization agreement with Duke Energy was approved conceptually, the Chairman was authorized to execute it and the final agreement will be brought back to the Board for ratification at a future meeting.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposal from All-Rite Fence Services, Inc. for Installation of Fence Along Laura Lane**

Mr. Flint stated the Board had asked the onsite manager to get proposals for fence replacement for the fence that runs along the wall next to the walkway on Laura Lane.

Mr. Reicher asked now that we have built the bridge is the fence necessary? The fence was there to make sure that nobody fell into the pond. You have now created a way for someone to walk along there in a safe manner. Why do we need the fence?

Mr. Dawson stated I asked that question at the last meeting and Mark said it is primarily there for landscapers, so they don't fall over the concrete abutment into the pond.

Ms. Allen stated I prefer we not have it there. I thought I heard that the County required it.

Mr. Reicher stated you can't see it anyway and it blocks the walkway.

Ms. Allen stated there is a little bit of grass between the guardrail and the fence and they have to get in there and mow.

Mr. Reicher asked if we replaced the grass with something that doesn't require maintenance, do we still need the fence? The bid came in at \$14,000 to replace the fence because the posts are screwed into the concrete. We do have one alternative that could solve that, we could buy a cap and run it between the posts and it sits on top of it and it would make it look more finished.

Our first thought would be, do we need it and I like the idea of putting something in there that doesn't require landscaping such as crushed stone and just buy a cap. Give us another 30 days to explore that and short of getting rid of it, Yvonne and I are in agreement we prefer to put a cap on it, get rid of the rough top edge and make it look clean to the sight line.

Mr. Flint stated the only other update regarding the Laura Lane bridge is the contractor completed their work, or they thought they did. The engineer went out and did an as-built and the slope on part of the walkway exceed 5% so they have to repour about 80-feet.

Mr. Glasscock stated they are going to be doing it later this week.

Mr. Flint stated the specifications say, will not exceed 5% and in the preconstruction meeting Mark Vincutonis said it cannot exceed 5%. When they finished Mark said that looks like it is more than 5%. We withheld 20% retainage until we got final approval. They are going to be doing that later this week and hopefully, at that point we will be ready to open it.

### **Lights**

Ms. Shouey stated I have a price coming in on 6-foot solar lights. I will also look at something inexpensive that will go right on the posts.

## **TENTH ORDER OF BUSINESS**

### **Discussion Items**

#### **A. Crosswalk Painting**

#### **B. Street Curb Cleaning**

Mr. Flint asked do you want Yvonne to bring back to the next meeting proposals for striping and pressure washing?

Ms. Shouey stated we will continue to pressure wash the sidewalks and we can include the curbs to save some money. I will get the proposal on the striping.

Mr. Dawson stated a crosswalk on Legends would be helpful.

Ms. Allen stated take a look at the vegetation in the island on Legends, it seems to be overgrown and blocks the line of sight.

Mr. Flint stated it sounds like Yvonne is going to have the pressure washing done inhouse and get a proposal from Fausnight for striping the crosswalk on Legenda and Masters

**C. Update on Utility Work on Masters Boulevard**

Mr. Flint asked is there a concern that they are not restoring the area?

Ms. Shouey stated it looks okay to me.

Ms. Allen stated I was just surprised to see it being done and nobody knew about it.

Ms. Shouey stated they didn't notify us at all because I went out there right away and they had a permit.

**D. Proposed Roadway Improvements in Vicinity of Masters Boulevard and Goodman Road**

Mr. Flint stated Jo Thacker reached out to us because the County is requiring certain intersection improvements, which are on CDD roads and they are going to need permission from the CDD. There are a couple things we were thinking as a result of the conversation and it might be able to be combined in one agreement. There are a couple islands that would be installed and some turn lanes. Those would be partly on CDD property, I think it crosses some private property that they have to deal with

Mr. Reicher stated I'm not sure how they get the island in there without widening the road. We drove it today.

Mr. Flint stated if they have to widen it they will; there is minimum lane size.

Ms. Allen asked are you talking about Goodman Road?

Mr. Flint stated yes.

Mr. Reicher stated I'm talking about Masters.

Mr. Flint stated Masters turns into Goodman.

Mr. Reicher stated we spent a lot of money to upgrade the landscape. We had a big community outreach to this developer to emphasize the finish and I assume those hashmarks on the map are islands. I'm less positive now that I have been out there physically to take a look.

Mr. Flint stated the discussion we had that is still preliminary is that any landscaping that they would install as part of this requirement by the County they would be obligated to maintain, it wouldn't fall on the CDD so we would have an agreement with them that would give them the

authority to work in the District's right-of-way and it would require them to meet any of the Appearance Board requirements so any of the landscaping that is installed would have to comply with the standards for the community. It would also give them the responsibility of maintaining the landscaping.

Ms. Shouey asked wouldn't it be better if we got an agreement with them to maintain it the same as we did in the interchange because they don't maintain things very well.

Mr. Flint stated the agreement would give us the right.

Mr. Reicher stated they are building a 70 million project in theory. There are a couple different layers. The District issue which we are talking about but there is also the community issue. We spent a lot of time with them making sure they were going to do the right thing as the community. Bottom line is the corporate guy told us on the phone their deal is tight, based on what they are contracted for, based on what is happening with prices, specifically lumber.

Ms. Allen asked are we thinking this red hatched area is a continuation of the island?

Mr. Reicher stated they were thinking about landscaping the median, which would be consistent with what we have along Masters/Goodman.

Mr. Flint stated what they are doing is as you come south there is a turn lane onto Old Goodman.

Mr. Reicher stated they can't do that in the area they have.

Mr. Glasscock stated they are widening it.

Mr. Reicher stated Jo called me, but I didn't want to respond until after we had this meeting.

Ms. Allen asked what do you recommend?

Mr. Reicher stated this is a bigger issue than the District and I think it goes back to the community. They committed to follow the standards within ChampionsGate. If he is saying that is striping on the road then I'm not a big fan of that, I think that takes away from everything. I just don't see details. The question is if they need the private right-of-way what is that worth to them and we are having that discussion.

Mr. Flint stated the CDD right-of-way there shouldn't be any consideration for it.

Mr. Dawson asked what do we need to do?

Mr. Flint stated we have a form of an agreement that I think we are going to send to them.

Mr. Clark stated yes. In this case we have a maintenance landscape issue.

Mr. Reicher stated the landscaping will go through the master design review committee and DRC, which is our architect, Yvonne and me and we typically approve these things.

Mr. Clark stated I think we can reasonably require landscaping.

Mr. Flint stated they are in the preliminary stages right now, and in the agreement we can make a requirement that they have to submit the drawings to be approved by the District. We are guessing what they want to do right now and this is all preliminary. I think that review can be delegated since we are not meeting until July. We will ask you to delegate authority to the chair to execute the right-of-way agreement and part of that agreement would be to require them to submit the drawings of the landscaping in the median that has to meet the requirements of the appearance review board.

Mr. Clark asked what do they need right now?

Mr. Reicher stated they need something they can put a budget to, it sounded like to me when George and I talked to them.

Mr. Flint stated there is the issue of the private property, which is not our issue.

Mr. Reicher stated we are talking about the landscape within the road. He is saying he thinks it is just striping. Do we want vertical striping on our CDD road? The easement is a different issue.

Ms. Allen stated we have said that from the beginning, if you are going to put a development there you need to continue the boulevard.

Mr. Reicher stated that was the community discussion.

Mr. Flint stated what I'm hearing is that the medians have to be landscaped, they need to restore any landscaping on the other side of the road, the landscaping needs to be consistent with community standards and all the other protections. I think we would want them to provide us with construction drawings prior to approval by the County. They have to submit it to the Appearance Review Board so they are going to have to have some a landscape architect develop a plan.

Mr. Reicher stated I can call her back.

Mr. Flint stated I'm wondering if Scott should call her back attorney to attorney.

Mr. Clark stated I'm happy to do that. One of the things we expressed in the last call was the lack of detail. We were sitting on a Zoom meeting trying to figure out what they were asking

for. We can get to a conceptual approval of the idea; we can keep communicating those standards to them and they can figure out whether that works for them.

Mr. Flint asked is the Board comfortable enough with that framework to authorize the chair to sign the agreement.

Mr. Clark stated that was my question. I don't know that they need an executed agreement.

Mr. Reicher stated I think they would need the reliance of the agreement because they are trying to close on the property. If I were them I would want that agreement.

Mr. Clark asked are they closing before July?

Mr. Reicher stated they have already extended their closing.

Mr. Clark stated then we probably have to authorize the chair to sign. We can do it with a conceptual approval. I will reach out to Jo and Marc is welcome to do that with me. The community standards are going to be something that you can explain that I can't.

On MOTION by Mr. Tennyson seconded by Mr. Howland with all in favor the conceptual agreement was approved, and the Chairman was authorized to execute it if needed.

## **ELEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

There being none, the next item followed.

#### **B. Engineer**

There being none, the next item followed.

#### **C. Manager**

##### **i. Approval of Check Register**

Mr. Flint presented the check register from February 1, 2021 through March 31, 2021 in the amount of \$192,399.45.

On MOTION by Mr. Dawson seconded by Ms. Clevenger 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. There was no Board action required.

**TWELFTH ORDER OF BUSINESS      Other Business**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESS      Supervisor's Requests**

Mr. Dawson stated a couple pieces of sidewalk need to be replaced. It was marked years ago but not repaired on the righthand side of Masters just before you pull into the main gate at Bella Trae. There are probably two or three more.

Mr. Flint stated it is health/safety we need to take care of it. I don't think there is any Board action at this point, Yvonne and Marc need to get proposals and execute the work.

Ms. Allen stated maybe we should take another look to see if there are other areas besides that one so as to get a better price.

Mr. Reicher stated I don't know if he is pouring any more sidewalks, but I will ask Shannon because getting small batch sidewalks has become expensive.

Mr. Flint stated you can get a mixer and get the concrete delivered on a pallet depending on the area you are doing.

Mr. Reicher stated we will look at it.

**FOURTEENTH ORDER OF BUSINESS      Adjournment**

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| On MOTION by Mr. Dawson seconded by Mr. Tennyson with all in favor the meeting adjourned at 3:16 p.m. |
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV



## **RIGHT OF WAY UTILIZATION AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ (the "Agreement"), by and between CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT, c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, hereinafter referred to as the "DISTRICT," and DUKE ENERGY FLORIDA, LLC, hereinafter referred to as "LICENSEE."

The DISTRICT'S issuance of a right of way utilization permit to the LICENSEE is subject to the terms and conditions of this Agreement for the following described limits and as graphically shown on Exhibit "A":

Property Subject to Agreement: Tract A as shown on Plat Book 12, Page 39, Osceola County, Florida ("Tract A").

Limits of Works: Underground bore across a portion of Tract A as shown on Exhibit "A" (the "Work").

### **CONDITIONS OF PERMIT**

1. Upon completion of the Work, the LICENSEE shall be responsible to maintain, replace, repair and restore all sod, landscaping, or other improvements within in the limits of works in the entire right of way regardless if the LICENSEE installed the improvements.
2. The LICENSEE shall not, while performing the Work, except as depicted on Exhibit "A," damage or disturb any portion of the DISTRICT's right of way without prior written approval by the DISTRICT and the DISTRICT's prior written approval of a plan to restore the disturbed area.
3. Nothing contained herein or by virtue of the installation and/or maintenance of the Work shall give or grant the LICENSEE any prescriptive or adverse right, title or interest in the DISTRICT right of way. Neither this Agreement, nor any other permits issued by the DISTRICT to the LICENSEE shall create any property right in the DISTRICT's right of way. LICENSEE agrees that it shall not attempt to record this Agreement or any other permit(s) in the official land records of Osceola County, Florida. Any attempt to record either this Agreement or any other

permit(s) shall be cause for immediate termination of this Agreement and the other permit(s) by the DISTRICT.

4. The Work shall be performed as shown on Exhibit “A” attached hereto and incorporated herein by reference (the “Project”), in accordance with all specifications and design standards that are part thereof. The duties and obligations of the LICENSEE described in Exhibit “A” may also be referred to herein as the “Scope of Work.” LICENSEE shall comply with Osceola County, Florida Department of Transportation and other agency regulations and requirements for directional drill crossing of roadways.
5. The Work shall be performed and maintained in such a manner as to minimize interference with the intended use of the DISTRICT right of way. The Work shall be constructed and maintained in such a manner as to not create a safety hazard for the use of the DISTRICT right of way by the Public. Prior to commencing the Intersection Improvements, LICENSEE shall provide an approved Maintenance of Traffic (MOT) Plan for District’s approval. The MOT plan shall be coordinated with the District’s representative and shall be adhered to and enforced any time work is being performed on the Project, regardless whether a permit is required. The MOT plan shall conform to the latest edition of the FDOT Design Standards 600 series and The Manual on Uniform Traffic Control Devices (MUTCD). A copy of the MOT plan shall be kept on the Project site at all times. The MOT plan is valid for the duration of the Project. LICENSEE shall have the responsibility of the setup and removal of all MOT devices when required.
6. If any of the LICENSEE’S Work causes a safety hazard, causes damage to any other improvements within the DISTRICT right of way, or interferes with any construction, reconstruction, alteration, modification or improvement by the DISTRICT, the hazard or interference shall be removed or relocated by LICENSEE within 24 hours of receipt of notification from the DISTRICT. Failure to remove or relocate the hazard or interference within the said 24 hour period shall entitle the DISTRICT to remove the specific hazard or interference and the LICENSEE shall pay any costs incurred by the DISTRICT for such removal or relocation. Failure to remove or relocate the hazard or interference within 24 hours of receipt of notice from the DISTRICT, and failure to reimburse the DISTRICT for the cost

incurred by the DISTRICT to remove or relocate the hazard or interference, shall each be cause for immediate termination of this Agreement by the DISTRICT.

7. Any hazard that is created by the LICENSEE's performance of the Work and is determined by the DISTRICT, in its reasonable discretion, to be of such significance that it is creating an immediate danger to users of the right of way or any improvements within the right of way, the DISTRICT may immediately, and without prior notice to the LICENSEE, remove or eliminate said hazard and require the LICENSEE to reimburse the DISTRICT for all cost associated with the removal or elimination of that hazard. Failure to reimburse the DISTRICT for the cost incurred by the DISTRICT to remove or eliminate the hazard shall be cause for immediate termination of this Agreement by the DISTRICT.
8. The Work shall be located and maintained in such a manner as to not create a sight distance problem for existing or future driveway or road connections. Sight distance standards shall be those set forth in the latest edition of the FDOT Design Standards or Osceola County Land Development Code. Upon receipt of notice from the DISTRICT that any improvement installed by the LICENSEE creates a sight distance safety hazard (a "Non-compliant Improvement"), LICENSEE shall remove and relocate LICENSEE's Non-compliant Improvement(s) at LICENSEE's sole cost and expense, to the extent necessary to comply with the latest edition of the FDOT Design Standards and/or Land Development Code sight distance regulations. Removal and relocation of Non-compliant Improvements shall be completed within 24 hours of the LICENSEE's receipt of the DISTRICT's notice. Failure to remove and relocate any Non-compliant Improvement within 24 hours of the LICENSEE's receipt of the DISTRICT's notice shall be cause for immediate termination of this Agreement.
9. Irrigation systems existing in the DISTRICT right of way are not listed with utility relocation companies and as such may be damaged by other right of way users, licensees and/or easement holders. The DISTRICT will not be responsible for any damage to the LICENSEE's irrigation systems installed in conjunction with this Agreement resulting from the issuance by the DISTRICT of a right of way utilization permit to any such user or resulting from any other user's activities within the DISTRICT right of way. The LICENSEE agrees that before performance of any work within the right of way, LICENSEE will contact "Sunshine State

One Call” and withhold commencement of work until all underground utilities have been properly located and marked.

10. The LICENSEE agrees to be liable for any and all damages, losses, and expenses incurred, by the DISTRICT, caused by the acts and/or omissions of the LICENSEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. To the extent permitted by law, the LICENSEE agrees to indemnify, defend and hold the DISTRICT harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney’s fees, arising from any and all acts and/or omissions of the LICENSEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

#### 11. INSURANCE

A. The LICENSEE shall not commence any installation and/or maintenance work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the DISTRICT, in the form of a certificate prior to the start of any work, nor shall the LICENSEE allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The LICENSEE shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto:
2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence:
3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence:
4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00), any one person;
5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
6. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE; One Million Dollars (\$1,000,000.00)
8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
9. WORKERS’ COMPENSATION: Employers liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The LICENSEE understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, subcontractors, volunteers, and the like, including the costs to defend the DISTRICT in the event of litigation against same.

C. The LICENSEE shall name the “ChampionsGate Community Development District” as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the DISTRICT with proof of same.

D. The LICENSEE shall provide the DISTRICT’s District Manager with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured LICENSEE,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

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| <p style="text-align: center;"><b>ChampionsGate Community Development District,<br/>Board of Supervisors c/o District Manager<br/>219 E. Livingston Street<br/>Orlando, Florida 32801</b></p> |
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E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the DISTRICT, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the LICENSEE's obligation to fulfill the insurance requirements specified herein.

F. The LICENSEE shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the LICENSEE shall maintain proof of same on file and made readily available upon request by the DISTRICT.

G. The DISTRICT shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the LICENSEE and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of ChampionsGate Community Development District. The liability policies shall be Primary/Non-Contributory.

13. Provisions, restrictions and conditions of this Agreement shall not be modified or amended except in a written instrument which has been executed and acknowledged by authorized representatives of the LICENSEE and the DISTRICT.

14. DISTRICT is subject to the requirements of Chapter 119 of the Florida Statutes pertaining to Public Records. As such, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the DISTRICT in connection with the transaction of its official business are public records.

In connection with this Agreement, LICENSEE shall comply with Chapter 119, Florida Statutes, as follows:

A. Keep and maintain public records required by the DISTRICT to perform the services that are the subject of this Agreement.

B. Upon the request of the DISTRICT's Custodian of Public Records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the DISTRICT.

D. Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in LICENSEE's possession or keep and maintain public records required by the DISTRICT to perform the services that are the subject of this Agreement. If LICENSEE transfers all public records to the DISTRICT upon completion of the Agreement, LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LICENSEE keeps and maintains public records upon completion of the Agreement, LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's Custodian of Public Records, in a format that is compatible with the DISTRICT's information technology systems.

**IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS LISTED FOR THE DISTRICT IN THIS AGREEMENT.**

15. E-Verify Requirement.

A. The DISTRICT is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021. By signing this Agreement, LICENSEE acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. LICENSEE further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to LICENSEE the affidavit described in

section 448.095(2)(b). LICENSEE must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.

B. Upon a good faith belief that LICENSEE has knowingly violated section 448.09(1), DISTRICT shall terminate this Agreement. Such termination shall not constitute a breach by the DISTRICT. In addition, LICENSEE may not thereafter be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and shall be liable to DISTRICT for any additional costs incurred thereby as a result of the termination.

C. Upon a good faith belief that any of LICENSEE's subcontractors have knowingly violated section 448.09(1), but the LICENSEE otherwise complied with this subsection, DISTRICT shall promptly notify the LICENSEE and order the LICENSEE to immediately terminate its contract with the subcontractor.

16. All notices required or desired pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Services, first class mail, postage prepaid and addressed to the following addresses:

To the DISTRICT: ChampionsGate Community Development District  
c/o Governmental Management Services - Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: George Flint, District Manager  
Telephone: (407) 841-5524

With a copy to: Clark & Albaugh, LLP  
700 W. Morse Blvd., Suite 101  
Winter Park, FL 32789  
Attention: Scott D. Clark, District Counsel  
Telephone: (407) 647-7600

To the LICENSEE: Duke Energy  
452 East Crown Point Road  
Winter Garden, FL 34787  
Attention: Erin L. Toth  
Telephone: (352) 255-7241



IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day,  
month, and year last executed below.

DISTRICT:  
CHAMPIONSGATE COMMUNITY  
DEVELOPMENT DISTRICT

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Printed \_\_\_\_\_  
  
\_\_\_\_\_  
Printed \_\_\_\_\_

LICENSEE:  
DUKE ENERGY

BY: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT “A”**

[Attached]

## SECTION V

## **RIGHT OF WAY UTILIZATION AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ (the "Agreement"), by and between CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT, c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, hereinafter referred to as the "DISTRICT," and CORTLAND ACQUISITIONS, LLC, hereinafter referred to as "LICENSEE."

The DISTRICT'S issuance of a right of way utilization permit to the LICENSEE is subject to the terms and conditions of this Agreement for the following described limits and as graphically shown on Exhibit "A":

Name of Roadway: Improvements on DISTRICT's roads at the intersection of Masters Boulevard and Goodman Road.

Limits of Works: Licensee will permit and install, at its expense and in compliance with applicable government regulations as shown on Exhibit "A" attached hereto (the "Intersection Improvements"). The LICENSEE shall also obtain the approval of the ChampionsGate Master Design Review Committee prior to commencement of the work and shall comply with the terms and requirements of such approval.

### **CONDITIONS OF PERMIT**

1. Upon completion of the Intersection Improvements, the LICENSEE shall be responsible to maintain, replace, repair and restore all sod, landscaping, hardscaping, specialty street signs, street lights and irrigation improvements within in the limits of works in the entire right of way regardless if the LICENSEE installed the improvements. After completion and such restoration occurs, LICENSEE shall perpetually maintain the landscape improvements that are within the median areas installed as part of the Intersection Improvements. Maintenance shall be similar in quality and timing as the maintenance of other landscape median areas within the District.
2. The LICENSEE shall not, while performing the Intersection Improvements, except as depicted on Exhibit "A," damage or disturb any portion of the DISTRICT's right of way without prior written approval by the DISTRICT and the DISTRICT's prior written approval of a plan to restore the disturbed area.

3. Nothing contained herein or by virtue of the installation and/or maintenance of the Intersection Improvements shall give or grant the LICENSEE any prescriptive or adverse right, title or interest in the DISTRICT right of way. Neither this Agreement, nor any other permits issued by the DISTRICT to the LICENSEE shall create any property right in the DISTRICT's right of way. LICENSEE agrees that it shall not attempt to record this Agreement or any other permit(s) in the official land records of Osceola County, Florida. Any attempt to record either this Agreement or any other permit(s) shall be cause for immediate termination of this Agreement and the other permit(s) by the DISTRICT.
4. The installation shall be constructed as shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Project"), in accordance with all specifications and design standards that are part thereof. The duties and obligations of the LICENSEE described in Exhibit "A" may also be referred to herein as the "Scope of Work."
5. The Intersection Improvements shall be constructed and maintained in such a manner as to minimize interference with the intended use of the DISTRICT right of way. The Intersection Improvements shall be constructed and maintained in such a manner as to not create a safety hazard for the use of the DISTRICT right of way by the Public. Prior to commencing the Intersection Improvements, LICENSEE shall provide an approved Maintenance of Traffic (MOT) Plan for District's approval. The MOT plan shall be coordinated with the District's representative and shall be adhered to and enforced any time work is being performed on the Project, regardless whether a permit is required. The MOT plan shall conform to the latest edition of the FDOT Design Standards 600 series and The Manual on Uniform Traffic Control Devices (MUTCD). A copy of the MOT plan shall be kept on the Project site at all times. The MOT plan is valid for the duration of the Project. LICENSEE shall have the responsibility of the setup and removal of all MOT devices when required.
6. If any of the LICENSEE'S Intersection Improvements cause a safety hazard, cause damage to any other improvements within the DISTRICT right of way, or interfere with any construction, reconstruction, alteration, modification or improvement by the DISTRICT, the hazard or interference shall be removed or relocated by LICENSEE within 24 hours of receipt of

notification from the DISTRICT. Failure to remove or relocate the hazard or interference within the said 24 hour period shall entitle the DISTRICT to remove the specific hazard or interference and the LICENSEE shall pay any costs incurred by the DISTRICT for such removal or relocation.

7. Any hazard that is created by the LICENSEE's construction of the Intersection Improvements and is determined by the DISTRICT, in its sole and absolute discretion, to be of such significance that it is creating an immediate danger to users of the right of way or any improvements within the right of way, the DISTRICT may immediately, and without prior notice to the LICENSEE, remove or eliminate said hazard and require the LICENSEE to reimburse the DISTRICT for all cost associated with the removal or elimination of that hazard.
8. The Intersection Improvements shall be located and maintained in such a manner as to not create a sight distance problem for existing or future driveway or road connections. Sight distance standards shall be those set forth in the latest edition of the FDOT Design Standards or Osceola County Land Development Code. Upon receipt of notice from the DISTRICT that any improvement installed by the LICENSEE creates a sight distance safety hazard (a "Non-compliant Improvement"), LICENSEE shall remove and relocate LICENSEE's Non-compliant Improvement(s) at LICENSEE's sole cost and expense, to the extent necessary to comply with the latest edition of the FDOT Design Standards and/or Land Development Code sight distance regulations. Removal and relocation of Non-compliant Improvements shall be completed within 24 hours of the LICENSEE's receipt of the DISTRICT's notice. Upon LICENSEE'S failure to remove and relocate any Non-compliant Improvement within 24 hours of the LICENSEE's receipt of the DISTRICT's notice DISTRICT may perform such removal, and LICENSEE shall reimburse DISTRICT for its costs incurred in such removal.
9. Irrigation systems existing in the DISTRICT right of way are not listed with utility relocation companies and as such may be damaged by other right of way users, licensees and/or easement holders. The DISTRICT will not be responsible for any damage to the LICENSEE's irrigation systems installed in conjunction with this Agreement resulting from the issuance by the DISTRICT of a right of way utilization permit to any such user or resulting from any other user's activities within the DISTRICT right of way. The LICENSEE agrees that before

installation of any improvements within the right of way, LICENSEE will contact “Sunshine State One Call” and withhold commencement of work until all underground utilities have been properly located and marked.

10. The LICENSEE agrees to be liable for any and all damages, losses, and expenses incurred, by the DISTRICT, caused by the acts and/or omissions of the LICENSEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. To the extent permitted by law, the LICENSEE agrees to indemnify, defend and hold the DISTRICT harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney’s fees, arising from any and all acts and/or omissions of the LICENSEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

#### 11. INSURANCE

A. The LICENSEE shall not commence any installation and/or maintenance work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the DISTRICT, in the form of a certificate prior to the start of any work, nor shall the LICENSEE allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The LICENSEE shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto:
2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence:
3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence:
4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00), any one person;
5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);

6. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE; One Million Dollars (\$1,000,000.00)
8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
9. WORKERS' COMPENSATION: Employers liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The LICENSEE understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, subcontractors, volunteers, and the like, including the costs to defend the DISTRICT in the event of litigation against same.

C. The LICENSEE shall name the "ChampionsGate Community Development District" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the DISTRICT with proof of same.

D. The LICENSEE shall provide the DISTRICT's District Manager with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured LICENSEE,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.



**ChampionsGate Community Development District,  
Board of Supervisors c/o District Manager  
219 E. Livingston Street  
Orlando, Florida 32801**

E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the DISTRICT, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the LICENSEE's obligation to fulfill the insurance requirements specified herein.

F. The LICENSEE shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the LICENSEE shall maintain proof of same on file and made readily available upon request by the DISTRICT.

G. The DISTRICT shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the LICENSEE and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of ChampionsGate Community Development District. The liability policies shall be Primary/Non-Contributory.

13. Provisions, restrictions and conditions of this Agreement shall not be modified or amended except in a written instrument which has been executed and acknowledged by authorized representatives of the LICENSEE and the DISTRICT.

14. Upon completion of the Project, LICENSEE shall retain perpetual responsibility for the ongoing maintenance of the landscape portion of the Intersection Improvements, which maintenance shall be conducted in a manner consistent with the maintenance of other similar landscaped areas within and around the rights-of-way within the DISTRICT.

15. DISTRICT is subject to the requirements of Chapter 119 of the Florida Statutes pertaining to Public Records. As such, all documents, papers, letters, maps, books, tapes, photographs, films,

sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the DISTRICT in connection with the transaction of its official business are public records.

In connection with this Agreement, LICENSEE shall comply with Chapter 119, Florida Statutes, as follows:

A. Keep and maintain public records required by the DISTRICT to perform the services that are the subject of this Agreement.

B. Upon the request of the DISTRICT's Custodian of Public Records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the DISTRICT.

D. Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in LICENSEE's possession or keep and maintain public records required by the DISTRICT to perform the services that are the subject of this Agreement. If LICENSEE transfers all public records to the DISTRICT upon completion of the Agreement, LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LICENSEE keeps and maintains public records upon completion of the Agreement, LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's Custodian of Public Records, in a format that is compatible with the DISTRICT's information technology systems.

**IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS LISTED FOR THE DISTRICT IN THIS AGREEMENT.**

16. E-Verify Requirement.

A. The DISTRICT is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021. By signing this Agreement, LICENSEE acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. LICENSEE further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to LICENSEE the affidavit described in section 448.095(2)(b). LICENSEE must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.

B. Upon a good faith belief that LICENSEE has knowingly violated section 448.09(1), DISTRICT shall terminate this Agreement. Such termination shall not constitute a breach by the DISTRICT. In addition, LICENSEE may not thereafter be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and shall be liable to DISTRICT for any additional costs incurred thereby as a result of the termination.

C. Upon a good faith belief that any of LICENSEE's subcontractors have knowingly violated section 448.09(1), but the LICENSEE otherwise complied with this subsection, DISTRICT shall promptly notify the LICENSEE and order the LICENSEE to immediately terminate its contract with the subcontractor.

17. All notices required or desired pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Services, first class mail, postage prepaid and addressed to the following addresses:

To the DISTRICT: ChampionsGate Community Development District  
c/o Governmental Management Services - Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: George Flint, District Manager  
Telephone: (407) 841-5524

With a copy to: Clark & Albaugh, LLP  
700 W. Morse Blvd., Suite 101  
Winter Park, FL 32789  
Attention: Scott D. Clark, District Counsel

Telephone: (407) 647-7600

To the LICENSEE:

Cortland Acquisitions, LLC  
3424 Peachtree Road, Suite 300  
Atlanta, GA 30326

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day,  
month, and year last executed below.

DISTRICT:  
CHAMPIONSGATE COMMUNITY  
DEVELOPMENT DISTRICT

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Printed \_\_\_\_\_  
  
\_\_\_\_\_  
Printed \_\_\_\_\_

LICENSEE:  
CORTLAND ACQUISITIONS, LLC

BY: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT “A”**

[Attached]

## SECTION VI



**Clarke Environmental Mosquito Management, Inc.  
Professional Services Outline For  
The 2021 Champions Gate CDD  
Environmental Mosquito Management (EMM) Program Proposal**

**Part I. General Service**

- A. Computer System and Record Keeping Database
- B. Public Relations and Educational Brochures
- C. Mosquito Hotline Citizen Response- (800) 443-2034
- D. Comprehensive Insurance Coverage for Champions Gate CDD
- E. Program Consulting and Quality Control Staff
- F. Regulatory compliance on local, state, and federal levels

**Part II. Adult Control**

- A. Adulticiding in Authorized Spray Zones:
  - 1. 30 weekly community-wide truck ULV treatments of up to 3 miles of streets with Anvil® or synthetic parathyroid insecticide.
- B. Adulticiding Operational Procedures
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.
  - 3. ULV particle size evaluation.
  - 4. Insecticide dosage and quality control analysis.

**\*\*NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



**Clarke Environmental Mosquito Management, Inc.**  
**Customer Agreement and Authorization**  
**The 2021 Champions Gate CDD**  
**Environmental Mosquito Management (EMM) Program**

**Program Payment Plan.** For Parts I and II as specified in the 2021 Professional Services Cost Outline, the total for the program is \$6,545.00. The payments will be due according the payment schedule listed below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

**PROGRAM PAYMENT PLAN**

| Month             | 2021              |
|-------------------|-------------------|
| May 1, 2021       | \$935.00          |
| June 1, 2021      | \$935.00          |
| July 1, 2021      | \$935.00          |
| August 1, 2021    | \$935.00          |
| September 1, 2021 | \$935.00          |
| October 1, 2021   | \$935.00          |
| November 1, 2021  | \$935.00          |
| <b>TOTAL</b>      | <b>\$6,545.00</b> |

**Approved Contract Period and Agreement:**

Please check one of the following contract periods:

☐ 2021 Season

(New areas to be covered in 2021 will be pro-rated to the program cost at the rates in effect at the time.)

**For customer:**

Sign Name: *J. Showay* Title: Project Manager Date: 4/30/21

**For Clarke Environmental Mosquito Management, Inc.:**

Name: *Cherrie Jackson* Title: Control Consultant Date: 11.19.20  
Cherrie Jackson





**Clarke Environmental Mosquito Management, Inc.**  
**Client Authorization**  
**2021 Champions Gate CDD**  
**Environmental Mosquito Management (EMM) Program**

**Administrative Information:**

**Invoices should be sent to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ P.O. # \_\_\_\_\_  
Accounts Payable E-Mail : \_\_\_\_\_ County: \_\_\_\_\_

**Treatment Address (if different from above):**

Address: ChampionsGate Resort ( ChampionsGate, Legends, Laura Lane & Masters Blvd  
City: ChampionsGate State: FL Zip 33896  
County: \_\_\_\_\_

**Contact Person for Champions Gate CDD:**

Name: Luis Miranda Title: Project Engineer  
Office Phone: 407 397 2500 Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: 863 521 1916 Pager: \_\_\_\_\_

**Alternate Contact Person for Champions Gate CDD:**

Name: Yvonne Shouey Title: Project Manager  
Office Phone: 407 397 2500 Fax: 407 396 7614 E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: 407 301 5622 Pager: \_\_\_\_\_

**Please sign and return a copy of the complete contract for our files to:**  
Clarke Environmental Mosquito Management, Inc., Attn: Crystal Challacombe  
3036 Michigan Avenue, Kissimmee, FL 34744; Fax number 407-944-0709

## SECTION VII

# SECTION C

# SECTION 1

# Champions Gate Community Development District

## Check Run Summary

April 1, 2021 thru April 30, 2021

| Fund         | Date              | Check No.'s |    | Amount           |
|--------------|-------------------|-------------|----|------------------|
| General Fund | 4/6/21            | 4770        | \$ | 3,327.31         |
|              | 4/8/21            | 4771-4774   | \$ | 15,385.51        |
|              | 4/22/21           | 4775-4777   | \$ | 13,356.91        |
|              | 4/28/21           | 4778        | \$ | 46.51            |
|              |                   |             | \$ | 32,116.24        |
| Payroll      | <u>April 2021</u> |             |    |                  |
|              | Darin Tennyson    | 50362       | \$ | 184.70           |
|              | Darlene Clevenger | 50363       | \$ | 162.70           |
|              | Elizabeth Allen   | 50364       | \$ | 184.70           |
|              | Lee Dawson        | 50365       | \$ | 184.70           |
|              | Wesley Holland    | 50366       | \$ | 184.70           |
|              |                   |             | \$ | 901.50           |
|              |                   |             | \$ | <b>33,017.74</b> |

AP300R - YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/03/21  
 \*\*\* CHECK DATES 04/01/2021 - 04/30/2021 \*\*\*  
 CHAMPIONSGATE - GENERAL FUND  
 BANK A CHAMPIONSGATE CDD

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB | VENDOR NAME<br>SUBCLASS | STATUS | AMOUNT<br>AMOUNT | ....CHECK....<br># |
|---------------|-------|-----------------------------------|---|-------------------------|--------|------------------|--------------------|
|---------------|-------|-----------------------------------|---|-------------------------|--------|------------------|--------------------|

|         |       |         |     |        |                 |   |                      |
|---------|-------|---------|-----|--------|-----------------|---|----------------------|
| 4/06/21 | 00049 | 4/01/21 | 213 | 202104 | 310-51300-34000 | * | 3,050.25             |
|         |       |         |     |        |                 |   | MANAGEMENT FISC 2021 |

| DATE    | DESCRIPTION                | AMOUNT |
|---------|----------------------------|--------|
| 4/01/21 | 213 202104 310-51300-35100 | 266.67 |
|         | MANAGEMENT FEES APR21      |        |
|         | INFORMATION TECHNOLOGY     |        |
|         |                            | *      |

4/01/21 213 202104 310-51300-51000  
INFORMATION TECH AFANZI  
OFFICE SUPPLIES APR21

|               |     |                        |   |      |
|---------------|-----|------------------------|---|------|
| 4/01/21       | 213 | 202104 310-51300-42000 | * | 9.61 |
| POSTAGE APR21 |     |                        |   |      |

4/01/21 213 202104 310-51300-42500  
COPIES APR21

GOVERNMENTAL MANAGEMENT SERVICES 3,327.31 004770

|                           |       |         |        |        |                 |   |        |
|---------------------------|-------|---------|--------|--------|-----------------|---|--------|
| 4/08/21                   | 00026 | 4/01/21 | 566697 | 202104 | 320-53800-46800 | * | 470.00 |
| WATER MGMT SERVICES APR21 |       |         |        |        |                 |   |        |

THE LAKE DOCTORS, INC. 470.00 004771

|                            |       |         |          |        |                 |   |          |
|----------------------------|-------|---------|----------|--------|-----------------|---|----------|
| 4/08/21                    | 00139 | 3/31/21 | MV033121 | 202103 | 320-53800-34500 | * | 2,585.00 |
| SECURITY DETAIL MAR21      |       |         |          |        |                 |   |          |
| MAURICE NORMAN VITI SATING |       |         |          |        |                 |   |          |

| DATE                    | TIME  | NAME    | ADDRESS  | CITY   | STATE     | ZIP    | PHONE | FAX | TELETYPE | TELEFAX | TELEFAX |
|-------------------------|-------|---------|----------|--------|-----------|--------|-------|-----|----------|---------|---------|
| 4/08/21                 | 00048 | 3/31/21 | 2103-039 | 202103 | 320-53800 | -47200 |       |     |          |         |         |
| FAURICE NORMAN VILSAINT |       |         |          |        |           |        |       |     |          |         |         |
| 2,585.00 004772         |       |         |          |        |           |        |       |     |          |         |         |

|                           |       |         |          |        |                 |   |        |
|---------------------------|-------|---------|----------|--------|-----------------|---|--------|
| 4/08/21                   | 00048 | 3/31/21 | 2103-039 | 202103 | 320-53800-47200 | * | 408.00 |
| WATCHDOG KILLED AUX/RESET |       |         |          |        |                 |   |        |

|  |             |
|--|-------------|
|  | *<br>155.93 |
| WATCHDOG KILLED AUX/RESET<br>3/31/21 2103-040 202103 320-53800-47200<br>DDI C DED BURROON/CAT X ICHM | *           |

| DATE    | DESCRIPTION                     | AMOUNT |
|---------|---------------------------------|--------|
| 4/01/21 | RPLC PED BUTTON/CAB LIGHT       | 155.93 |
| 4/01/21 | 2104-004 202104 320-53800-47200 | 218.00 |

|         |                                  |          |
|---------|----------------------------------|----------|
|         | TRAFFIC SIGNAL MAINT APR         | * 218.00 |
| 4/01/21 | 320-53800-47200                  |          |
|         | TRAFFIC ENGINEERING & MANAGEMENT |          |

| LABORIC ENGINEERING & MANAGEMENT |       |               |                        |
|----------------------------------|-------|---------------|------------------------|
| DATE                             | TIME  | LOCATION      | REMARKS                |
| 4/08/21                          | 00056 | 4/01/21 64664 | 202104 320-53800-46200 |
|                                  |       |               | *                      |
|                                  |       |               | 11 500 50              |
|                                  |       |               | 781.93 004773          |

|                       |       |         |       |        |                 |   |           |
|-----------------------|-------|---------|-------|--------|-----------------|---|-----------|
| 4/08/21               | 00056 | 4/01/21 | 64664 | 202104 | 320-53800-46200 | * | 11,548.58 |
| LANDSCAPE MAINT APR21 |       |         |       |        |                 |   |           |

LANDSCAPE MAINT AFKZI  
WEBER ENVIRONMENTAL SERVICES  
11,548.58 004774

[illegible]

|                   |       |         |          |        |                 |   |        |
|-------------------|-------|---------|----------|--------|-----------------|---|--------|
| 4/22/21           | 00003 | 4/13/21 | 7-338-11 | 202104 | 310-51300-42000 | * | 182.07 |
| DELIVERY 04/06/21 |       |         |          |        |                 |   |        |

-----  
**FEDEX**  
 -----  
 182.07 004775

| DATE    | TIME  | LOCATION | WIND DIRECTION | WIND SPEED | WAVE PERIOD     | SEA STATE | WATER LEVEL | TEMPERATURE | HUMIDITY | PRESSURE | VISIBILITY | CLOUDS | REMARKS |
|---------|-------|----------|----------------|------------|-----------------|-----------|-------------|-------------|----------|----------|------------|--------|---------|
| 4/22/21 | 00095 | 4/12/21  | 5277794        | 202103     | 310-51300-31100 |           |             |             | *        |          |            |        | 562.50  |

|         |         |         |           |                           |          |
|---------|---------|---------|-----------|---------------------------|----------|
| 4/22/21 | 00095   | 4/12/21 | 5277795   | LAURA LANE SDWLK/RESEARCH |          |
| 4/12/21 | 5277795 | 202103  | 310-51300 | 31100                     |          |
|         |         |         |           |                           | * 562.50 |

| DATE    | TIME   | COUNTY | INVESTIGATOR    | STATUS | REMARKS                             |
|---------|--------|--------|-----------------|--------|-------------------------------------|
| 4/12/21 | 527795 | 202103 | 310-51300-31100 | *      | 312.50<br>CET3:OSCEOLA COUNTY CERT. |

CET3:OSCEOLA COUNTY CERT. HANSON, WALTER & ASSOCIATES, INC. 875.00 004776

|                                   |       |         |       |        |     |       |       |        |        |
|-----------------------------------|-------|---------|-------|--------|-----|-------|-------|--------|--------|
| 1/22/21                           | 00105 | 1/20/21 | 44306 | 202104 | 320 | 52000 | 12000 | 875.00 | 004776 |
| HANSON, WALTER & ASSOCIATES, INC. |       |         |       |        |     |       |       |        |        |

|                       |       |         |       |        |                 |   |           |
|-----------------------|-------|---------|-------|--------|-----------------|---|-----------|
| 4/22/21               | 00105 | 4/20/21 | 44306 | 202104 | 320-53800-12000 | * | 12,299.84 |
| ONSITE SERVICES APR21 |       |         |       |        |                 |   |           |

ONSITE SERVICES APR21  
RIDA ASSOC. LIMITED PARTNERSHIP  
12.299.84 004777  
2755561

RIDA ASSOC. LIMITED PARTNERSHIP  
12,299.84 004777

CHMP CHAMP GATE TVISCARRA

AP300R  
\*\*\* CHECK DATES 04/01/2021 - 04/30/2021 \*\*\*  
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/03/21  
CHAMPIONSGATE - GENERAL FUND  
BANK A CHAMPIONSGATE CDD  
PAGE 2

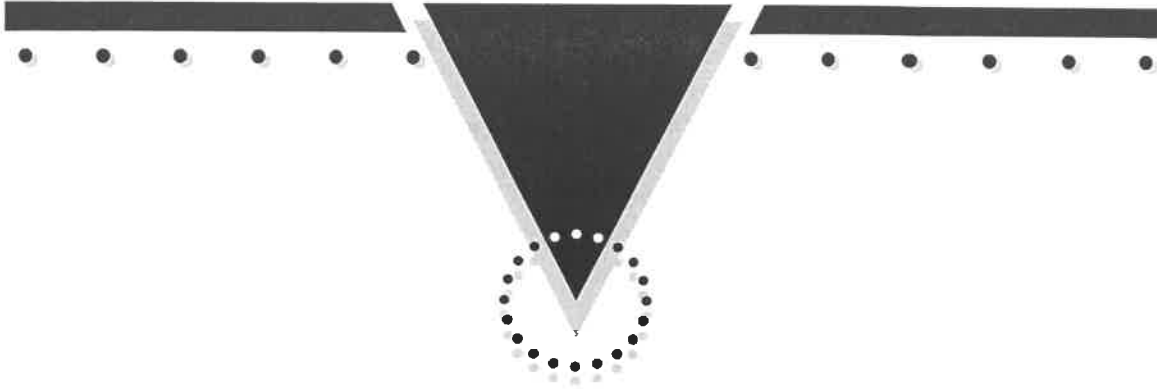
| CHECK<br>DATE | VEND# | ....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB | VENDOR NAME | STATUS | AMOUNT | ....CHECK.....<br>AMOUNT # |
|---------------|-------|----------------------------------|---|-------------|--------|--------|----------------------------|
|---------------|-------|----------------------------------|---|-------------|--------|--------|----------------------------|

|                   |       |         |          |        |                 |   |              |
|-------------------|-------|---------|----------|--------|-----------------|---|--------------|
| 4/28/21           | 00003 | 4/20/21 | 7-344-78 | 202104 | 310-51300-42000 | * | 46.51        |
| DELIVERY 04/06/21 |       |         |          |        |                 |   |              |
| FEDEX             |       |         |          |        |                 |   | 46.51 004778 |

|                    |           |
|--------------------|-----------|
| TOTAL FOR BANK A   | 32,116.24 |
| TOTAL FOR REGISTER | 32,116.24 |

## SECTION 2





**ChampionsGate  
Community Development District**

**Unaudited Financial Reporting  
April 30, 2021**



# Table of Contents

|   |  |
|---|--|
| 1 | <u>Balance Sheet</u>                     |
| 2 | <u>General Fund Income Statement</u>     |
| 3 | <u>Capital Projects Income Statement</u> |
| 4 | <u>Month to Month</u>                    |
| 5 | <u>Assessment Receipt Schedule</u>       |

**CHAMPIONSGATE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Balance Sheet - All Fund Types and Accounts Groups  
April 30, 2021

|  | Governmental Fund Types |                          | Totals<br>2021     |
|--|-------------------------|--------------------------|--------------------|
|  | General<br>Fund         | Capital Projects<br>Fund |                    |
| <b><u>ASSETS</u></b>   |                         |                          |                    |
| <b><u>Cash</u></b>   |                         |                          |                    |
| Operating Account  | \$567,851               | ---                      | \$567,851          |
| Capital Reserves   | ---                     | \$51,834                 | \$51,834           |
| State Board of Administration                                      | ---                     | \$601,194                | \$601,194          |
| <b>TOTAL ASSETS</b>  | <b>\$567,851</b>        | <b>\$653,028</b>         | <b>\$1,220,880</b> |
| <b><u>LIABILITIES</u></b>  |                         |                          |                    |
| Accounts Payable   | ---                     | \$30,863                 | \$30,863           |
| <b><u>Fund Equity and Other Credits</u></b>                        |                         |                          |                    |
| Restricted for Debt Service  | ---                     | ---                      | ---                |
| Assigned for Capital Projects                                      | ---                     | \$622,165                | \$622,165          |
| Unassigned   | \$567,851               | ---                      | \$567,851          |
| <b>TOTAL LIABILITIES &amp; FUND<br/>EQUITY &amp; OTHER CREDITS</b> | <b>\$567,851</b>        | <b>\$653,028</b>         | <b>\$1,220,880</b> |

# ChampionsGate

## Community Development District

### General Fund

Statement of Revenues & Expenditures  
For Period Ending April 30, 2021

|                                       | General Fund<br>Budget | Prorated Budget<br>Thru 4/30/21 | Actual<br>Thru 4/30/21 | Variance        |
|---------------------------------------|------------------------|---------------------------------|------------------------|-----------------|
| <b>Revenues:</b>                      |                        |                                 |                        |                 |
| Special Assessments                   | \$729,046              | \$718,420                       | \$718,420              | \$0             |
| <b>Total Revenues</b>                 | <b>\$729,046</b>       | <b>\$718,420</b>                | <b>\$718,420</b>       | <b>\$0</b>      |
| <b>Expenditures:</b>                  |                        |                                 |                        |                 |
| <u>Administrative</u>                 |                        |                                 |                        |                 |
| Supervisors Fees                      | \$6,000                | \$3,500                         | \$2,600                | \$900           |
| FICA Expense                          | \$459                  | \$268                           | \$199                  | \$69            |
| Engineering                           | \$10,000               | \$5,833                         | \$1,256                | \$4,577         |
| Attorney                              | \$22,500               | \$13,125                        | \$3,315                | \$9,810         |
| Annual Audit                          | \$4,000                | \$4,000                         | \$4,000                | \$0             |
| Management Fees                       | \$36,603               | \$21,352                        | \$21,352               | \$0             |
| Information Technology                | \$3,200                | \$1,867                         | \$1,867                | (\$0)           |
| Collection Agent                      | \$5,000                | \$5,000                         | \$5,000                | \$0             |
| Telephone                             | \$100                  | \$58                            | \$0                    | \$58            |
| Postage                               | \$1,500                | \$875                           | \$751                  | \$124           |
| Insurance                             | \$11,700               | \$11,700                        | \$11,118               | \$582           |
| Printing & Binding                    | \$1,000                | \$583                           | \$96                   | \$487           |
| Legal Advertising                     | \$1,500                | \$875                           | \$0                    | \$875           |
| Other Current Charges                 | \$250                  | \$146                           | \$62                   | \$84            |
| Property Appraiser Fee                | \$400                  | \$303                           | \$303                  | \$0             |
| Property Taxes                        | \$50                   | \$29                            | \$0                    | \$29            |
| Office Supplies                       | \$250                  | \$146                           | \$48                   | \$98            |
| Dues, Licenses, Subscriptions         | \$175                  | \$175                           | \$175                  | \$0             |
| <b>Total Administrative</b>           | <b>\$104,687</b>       | <b>\$69,835</b>                 | <b>\$52,140</b>        | <b>\$17,694</b> |
| <u>Maintenance</u>                    |                        |                                 |                        |                 |
| Property Insurance                    | \$22,600               | \$22,600                        | \$22,581               | \$19            |
| Landscape Maintenance Contract        | \$139,583              | \$81,423                        | \$80,840               | \$583           |
| Landscape Miscellaneous               | \$8,000                | \$4,667                         | \$2,235                | \$2,432         |
| Irrigation System/Maintenance         | \$25,000               | \$14,583                        | \$7,587                | \$6,997         |
| Lakes/Fountains                       | \$13,200               | \$7,700                         | \$5,690                | \$2,010         |
| Lighting                              | \$8,000                | \$4,667                         | \$1,054                | \$3,613         |
| Miscellaneous                         | \$4,465                | \$2,605                         | \$0                    | \$2,605         |
| Painting Public Areas                 | \$600                  | \$350                           | \$0                    | \$350           |
| Traffic Signals                       | \$10,000               | \$5,833                         | \$3,478                | \$2,355         |
| Sidewalks                             | \$10,000               | \$5,833                         | \$0                    | \$5,833         |
| Signage                               | \$6,000                | \$3,500                         | \$0                    | \$3,500         |
| Trash Removal                         | \$4,500                | \$2,625                         | \$3,065                | (\$440)         |
| Electric                              | \$52,000               | \$30,333                        | \$23,782               | \$6,552         |
| Water/Sewer                           | \$500                  | \$292                           | \$97                   | \$195           |
| Security                              | \$35,000               | \$20,417                        | \$8,745                | \$11,672        |
| Onsite Management                     | \$147,600              | \$86,100                        | \$86,099               | \$1             |
| Mosquito Control                      | \$7,600                | \$4,433                         | \$1,870                | \$2,563         |
| Transfer Out - Capital Reserve        | \$129,711              | \$129,711                       | \$129,711              | \$0             |
| <b>Total Maintenance</b>              | <b>\$624,359</b>       | <b>\$427,672</b>                | <b>\$376,833</b>       | <b>\$50,840</b> |
| <b>Total Expenditures</b>             | <b>\$729,046</b>       | <b>\$497,507</b>                | <b>\$428,973</b>       | <b>\$68,534</b> |
| <b>Excess Revenues (Expenditures)</b> | <b>\$0</b>             |                                 | <b>\$289,447</b>       |                 |
| <b>Fund Balance - Beginning</b>       | <b>\$0</b>             |                                 | <b>\$278,405</b>       |                 |
| <b>Fund Balance - Ending</b>          | <b>\$0</b>             |                                 | <b>\$567,851</b>       |                 |

**ChampionsGate**  
Community Development District

**Capital Projects Fund**  
Statement of Revenues & Expenditures  
For Period Ending April 30, 2021

|                                       | Capital Reserves<br>Budget | Prorated Budget<br>Thru 4/30/21 | Actual<br>Thru 4/30/21 | Variance          |
|---------------------------------------|----------------------------|---------------------------------|------------------------|-------------------|
| <b><u>Revenues:</u></b>               |                            |                                 |                        |                   |
| Transfer In                           | \$129,711                  | \$129,711                       | \$129,711              | \$0               |
| Interest                              | \$4,000                    | \$2,333                         | \$582                  | (\$1,751)         |
| <b>Total Revenues</b>                 | <b>\$133,711</b>           | <b>\$132,044</b>                | <b>\$130,293</b>       | <b>(\$1,751)</b>  |
| <b><u>Expenditures:</u></b>           |                            |                                 |                        |                   |
| Capital Projects - Other              | \$100,000                  | \$58,333                        | \$154,316              | (\$95,983)        |
| <b>Total Expenditures</b>             | <b>\$100,000</b>           | <b>\$58,333</b>                 | <b>\$154,316</b>       | <b>(\$95,983)</b> |
| <b>Excess Revenues (Expenditures)</b> | <b>\$33,711</b>            |                                 | <b>(\$24,023)</b>      |                   |
| <b>Fund Balance - Beginning</b>       | <b>\$493,440</b>           |                                 | <b>\$646,188</b>       |                   |
| <b>Fund Balance - Ending</b>          | <b>\$527,160</b>           |                                 | <b>\$622,165</b>       |                   |

**ChampionsGate CDD**

|                                       | Oct-20     | Nov-20   | Dec-20    | Jan-21     | Feb-21     | Mar-21     | Apr-21    | May-21 | Jun-21 | Jul-21 | Aug-21 | Sep-21 | Total     |
|---------------------------------------|------------|----------|-----------|------------|------------|------------|-----------|--------|--------|--------|--------|--------|-----------|
| <b>Revenues:</b>                      |            |          |           |            |            |            |           |        |        |        |        |        |           |
| Special Assessments                   |            |          |           |            |            |            |           |        |        |        |        |        |           |
| Total Revenues                        | \$0        | \$68,729 | \$581,056 | \$11,087   | \$23,483   | \$4,267    | \$29,797  | \$0    | \$0    | \$0    | \$0    | \$0    | \$718,420 |
|                                       | \$0        | \$68,729 | \$581,056 | \$11,087   | \$23,488   | \$4,267    | \$29,797  | \$0    | \$0    | \$0    | \$0    | \$0    | \$718,420 |
| <b>Expenditures:</b>                  |            |          |           |            |            |            |           |        |        |        |        |        |           |
| <b>Administrative</b>                 |            |          |           |            |            |            |           |        |        |        |        |        |           |
| Supervisors Fees                      | \$0        | \$0      | \$600     | \$0        | \$1,000    | \$0        | \$1,000   | \$0    | \$0    | \$0    | \$0    | \$0    | \$2,600   |
| FICA Expense                          | \$0        | \$0      | \$46      | \$0        | \$77       | \$0        | \$77      | \$0    | \$0    | \$0    | \$0    | \$0    | \$199     |
| Engineering                           | \$0        | \$0      | \$125     | \$0        | \$256      | \$875      | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$1,256   |
| Attorney                              | \$50       | \$585    | \$610     | \$0        | \$1,860    | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$3,315   |
| Annual Audit                          | \$0        | \$4,000  | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$4,000   |
| Management Fees                       | \$3,050    | \$3,050  | \$3,050   | \$3,050    | \$3,050    | \$3,050    | \$3,050   | \$0    | \$0    | \$0    | \$0    | \$0    | \$21,352  |
| Information Technology                | \$267      | \$267    | \$267     | \$267      | \$267      | \$267      | \$267     | \$0    | \$0    | \$0    | \$0    | \$0    | \$1,867   |
| Collection Agent                      | \$5,000    | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$5,000   |
| Telephone                             | \$0        | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$0       |
| Postage                               | \$8        | \$3      | \$221     | \$7        | \$261      | \$13       | \$236     | \$0    | \$0    | \$0    | \$0    | \$0    | \$751     |
| Insurance                             | \$11,118   | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$11,118  |
| Printing & Binding                    | \$11       | \$0      | \$2       | \$57       | \$0        | \$25       | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$98      |
| Legal Advertising                     | \$0        | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$0       |
| Other Current Charges                 | \$20       | \$20     | \$22      | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$62      |
| Property Appraiser Fee                | \$0        | \$0      | \$0       | \$0        | \$303      | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$303     |
| Property Taxes                        | \$0        | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$0       |
| Office Supplies                       | \$0        | \$0      | \$0       | \$23       | \$1        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$24      |
| Dues, Licenses, Subscriptions         | \$175      | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$175     |
| <b>Total Administrative</b>           | \$19,769   | \$7,925  | \$5,143   | \$3,404    | \$7,074    | \$4,263    | \$4,832   | \$0    | \$0    | \$0    | \$0    | \$0    | \$52,140  |
| <b>Maintenance</b>                    |            |          |           |            |            |            |           |        |        |        |        |        |           |
| Property Insurance                    | \$22,581   | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$22,581  |
| Landscape Maintenance Contract        | \$11,549   | \$11,549 | \$11,549  | \$11,549   | \$11,549   | \$11,549   | \$11,549  | \$0    | \$0    | \$0    | \$0    | \$0    | \$80,840  |
| Landscape Miscellaneous               | \$0        | \$0      | \$0       | \$0        | \$1,875    | \$360      | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$2,235   |
| Irrigation System/Maintenance         | \$3,193    | \$0      | \$850     | \$2,763    | \$0        | \$780      | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$7,587   |
| Lakes/Fountains                       | \$1,870    | \$620    | \$870     | \$620      | \$620      | \$620      | \$470     | \$0    | \$0    | \$0    | \$0    | \$0    | \$5,690   |
| Lighting                              | \$0        | \$0      | \$1,054   | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$1,054   |
| Miscellaneous                         | \$0        | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$0       |
| Painting Public Areas                 | \$0        | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$0       |
| Traffic Signals                       | \$218      | \$218    | \$1,116   | \$708      | \$216      | \$762      | \$216     | \$0    | \$0    | \$0    | \$0    | \$0    | \$3,478   |
| Sidewalks                             | \$0        | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$0       |
| Signage                               | \$0        | \$0      | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$0       |
| Trash Removal                         | \$397      | \$397    | \$399     | \$403      | \$641      | \$411      | \$417     | \$0    | \$0    | \$0    | \$0    | \$0    | \$3,065   |
| Electric                              | \$3,918    | \$3,887  | \$3,884   | \$4,163    | \$2,715    | \$2,716    | \$2,520   | \$0    | \$0    | \$0    | \$0    | \$0    | \$23,782  |
| Water/Sewer                           | \$13       | \$13     | \$13      | \$13       | \$13       | \$11       | \$19      | \$0    | \$0    | \$0    | \$0    | \$0    | \$97      |
| Security                              | \$0        | \$0      | \$1,870   | \$2,970    | \$1,320    | \$2,595    | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$8,745   |
| Onsite Management                     | \$12,300   | \$12,300 | \$12,300  | \$12,300   | \$12,300   | \$12,300   | \$12,300  | \$0    | \$0    | \$0    | \$0    | \$0    | \$86,099  |
| Mosquito Control                      | \$935      | \$935    | \$0       | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$1,870   |
| Transfer Out - Capital Reserve        | \$0        | \$0      | \$125,711 | \$0        | \$0        | \$0        | \$0       | \$0    | \$0    | \$0    | \$0    | \$0    | \$125,711 |
| <b>Total Maintenance</b>              | \$6,974    | \$29,918 | \$163,596 | \$35,488   | \$31,250   | \$32,114   | \$27,492  | \$0    | \$0    | \$0    | \$0    | \$0    | \$376,833 |
| <b>Total Expenditures</b>             | \$76,682   | \$37,843 | \$168,740 | \$38,892   | \$38,324   | \$36,367   | \$32,124  | \$0    | \$0    | \$0    | \$0    | \$0    | \$428,973 |
| <b>Excise Revenues (Expenditures)</b> | (\$76,682) | \$30,886 | \$412,316 | (\$27,806) | (\$14,841) | (\$32,100) | (\$2,327) | \$0    | \$0    | \$0    | \$0    | \$0    | \$289,447 |

**CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT**

**SPECIAL ASSESSMENT RECEIPTS - FY2021**

**TAX COLLECTOR**

Gross Assessments \$ 775,581 \$ 775,581  
Net Assessments \$ 729,046 \$ 729,046

| Date Received | Dist. | Gross Assessments Received | Discounts/ Penalties | Commissions Paid | Interest Income | Net Amount Received | General Fund 100.00% | Total 100%    |
|---------------|-------|----------------------------|----------------------|------------------|-----------------|---------------------|----------------------|---------------|
| 11/6/20       | ACH   | \$ 4,211.59                | \$ 191.85            | \$ -             | \$ -            | \$ 4,019.74         | \$ 4,019.74          | \$ 4,019.74   |
| 11/20/20      | ACH   | \$ 68,781.57               | \$ 2,751.58          | \$ 1,320.60      | \$ -            | \$ 64,709.39        | \$ 64,709.39         | \$ 64,709.39  |
| 12/10/20      | ACH   | \$ 574,387.36              | \$ 22,976.37         | \$ 11,028.22     | \$ -            | \$ 540,382.77       | \$ 540,382.77        | \$ 540,382.77 |
| 12/10/20      | ACH   | \$ 159.72                  | \$ 2.40              | \$ 3.14          | \$ -            | \$ 154.18           | \$ 154.18            | \$ 154.18     |
| 12/22/20      | ACH   | \$ 42,942.46               | \$ 1,596.38          | \$ 826.94        | \$ -            | \$ 40,519.14        | \$ 40,519.14         | \$ 40,519.14  |
| 1/8/21        | ACH   | \$ 10,350.43               | \$ 325.89            | \$ 200.50        | \$ -            | \$ 9,824.04         | \$ 9,824.04          | \$ 9,824.04   |
| 1/8/21        | ACH   | \$ 1,328.39                | \$ 39.87             | \$ 25.74         | \$ -            | \$ 1,262.78         | \$ 1,262.78          | \$ 1,262.78   |
| 2/8/21        | ACH   | \$ 24,321.98               | \$ 588.03            | \$ 474.67        | \$ -            | \$ 23,259.28        | \$ 23,259.28         | \$ 23,259.28  |
| 2/8/21        | ACH   | \$ 233.13                  | \$ 4.61              | \$ 4.58          | \$ -            | \$ 223.94           | \$ 223.94            | \$ 223.94     |
| 3/8/21        | ACH   | \$ 4,246.23                | \$ 51.61             | \$ 83.90         | \$ -            | \$ 4,110.72         | \$ 4,110.72          | \$ 4,110.72   |
| 3/8/21        | ACH   | \$ 159.72                  | \$ -                 | \$ 3.19          | \$ -            | \$ 156.53           | \$ 156.53            | \$ 156.53     |
| 4/12/21       | ACH   | \$ 2,491.12                | \$ -                 | \$ 49.86         | \$ -            | \$ 2,441.26         | \$ 2,441.26          | \$ 2,441.26   |
| 4/12/21       | ACH   | \$ 27,926.40               | \$ 12.20             | \$ 558.25        | \$ -            | \$ 27,355.95        | \$ 27,355.95         | \$ 27,355.95  |
|               |       | \$ -                       | \$ -                 | \$ -             | \$ -            | \$ -                | \$ -                 | \$ -          |
|               |       | \$ -                       | \$ -                 | \$ -             | \$ -            | \$ -                | \$ -                 | \$ -          |
|               |       | \$ -                       | \$ -                 | \$ -             | \$ -            | \$ -                | \$ -                 | \$ -          |
|               |       | \$ -                       | \$ -                 | \$ -             | \$ -            | \$ -                | \$ -                 | \$ -          |
|               |       | \$ -                       | \$ -                 | \$ -             | \$ -            | \$ -                | \$ -                 | \$ -          |
|               |       | \$ -                       | \$ -                 | \$ -             | \$ -            | \$ -                | \$ -                 | \$ -          |
|               |       | \$ -                       | \$ -                 | \$ -             | \$ -            | \$ -                | \$ -                 | \$ -          |
|               |       | \$ -                       | \$ -                 | \$ -             | \$ -            | \$ -                | \$ -                 | \$ -          |
| <b>Totals</b> |       | \$ 761,540.10              | \$ 28,540.79         | \$ 14,579.59     | \$ -            | \$ 718,419.72       | \$ 718,419.72        | \$ 718,419.72 |

## SECTION 3





MARY JANE ARRINGTON  
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

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April 27, 2021

Ms. Stacie Vanderbilt  
Recording Secretary  
ChampionsGate Community Development District  
219 E. Livingston St.  
Orlando, FL 32801

RE: ChampionsGate Community Development District – Registered Voters

Dear Ms. Vanderbilt:

Thank you for your letter of April 15, 2021 requesting confirmation of the number of registered voters within the ChampionsGate Community Development District as of April 15, 2021.

The number of registered voters within the ChampionsGate CDD is 1,553 as of April 15, 2021.

If I can be of further assistance please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in purple ink that reads "Mary Jane Arrington".

Mary Jane Arrington  
Supervisor of Elections



Vote  
Osceola