

*ChampionsGate Community  
Development District*

*Agenda*

*July 26, 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

July 18, 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, July 26, 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 May 10, 2021 Meeting
4. Public Hearing
  - A. Consideration of Resolution 2021-05 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations
  - B. Consideration of Resolution 2021-06 Imposing Special Assessments and Certifying an Assessment Roll
5. Consideration of Landscape Maintenance Services Agreement with Weber Environmental Services
6. Consideration of Proposals
  - A. Don Bell Signs for Gate Sign Refurbishment
  - B. Sunshine Land Management Corp for Stormwater System Maintenance and Inspection
  - C. Florida Highway Patrol for Traffic and Law Enforcement Detail
  - D. Fausnight Stripe & Line for Crosswalk Striping
7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Approval of Fiscal Year 2022 Meeting Schedule
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 May 10, 2021 meeting. The minutes are enclosed for your review.

The fourth order of business opens the public hearing on the budget and assessments. Section A is the consideration of Resolution 2021-05 adopting the Fiscal Year 2022 budget and relating to the annual appropriations. A copy of the Resolution and approved budget are enclosed for your review. Section B is the consideration of Resolution 2021-06 imposing special assessments and certifying an assessment roll. A copy of the Resolution is enclosed for your review and the assessment roll will be available at the meeting for reference.

The fifth order of business is the consideration of the landscape maintenance services agreement with Weber Environmental Services. A copy of the agreement is enclosed for your review.

The sixth order of business is the consideration of proposals. The referenced proposals are enclosed under Sections A-D 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 approval of the Fiscal Year 2022 meeting schedule. A sample meeting notice 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, May 10, 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
Darlene Clevenger	Assistant Secretary

Also present were:

George Flint	District Manager
Scott Clark	District Counsel by telephone
Mark Vincutonis	Hanson Walter
Marc Reicher	RIDA Development

**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 is the budget meeting open to the public?

Mr. Flint responded yes, it is a public hearing and will coincide with the Board's regular meeting on July 26<sup>th</sup>.

A resident stated the fountain at the clock tower is not fully functional; the side spigots are not working. Mr. Reicher stated I don't think they work anymore; they have been inoperable for at least five years. I can check and report back.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the April 12, 2021 Meeting**

On MOTION by Ms. Allen seconded by Ms. Clevenger with all in favor the minutes of the April 12, 2021 meeting were approved, as presented.

#### **FOURTH ORDER OF BUSINESS**

##### **Consideration of Right of Way Utilization Agreement with Duke Energy**

Mr. Flint stated next is a right of way utilization agreement with Duke Energy that I think we talked about at the last meeting. District Counsel drafted the form of agreement that is in your agenda package. I think Duke had one comment.

Mr. Vincutonis stated they had two comments, one about the licensee's name not matching the certificate of insurance and I think Scott has rectified that and has sent that to them and they were going to FedEx the original back to us. I did not see it come to my office, I suggested that it be sent here because the Board was here, and it would have been addressed to Yvonne.

Mr. Flint stated I haven't seen it yet, but the Board can approve it and authorize the Chairman to execute it if you are comfortable with it. This just allows them to traverse Masters Boulevard. There is a restoration clause if they damage any landscaping.

Ms. Allen stated I would like to give a heads up to the grounds committee in Bella Trae that the CDD signed this and exactly where it is going to be happening.

Mr. Flint stated I can provide that to you.

On MOTION by Mr. Tennyson seconded by Mr. Howland with all in favor the right of way utilization agreement with Duke Energy was approved and the Chairman was authorized to execute the final agreement.

#### **FIFTH ORDER OF BUSINESS**

##### **Consideration of Right of Way Utilization Agreement with Cortland Acquisitions, LLC**

Mr. Flint stated we talked about the right of way utilization with Cortland; the form of the agreement is in your agenda package prepared by District counsel.

Mr. Clark stated we are asking you to approve it in substantial form. We asked for updated drawings with some sections a lot more detailed from Cortland. They are working on that, and they also have not yet approved the exact language in the agreement, so this is for conceptual approval.

Mr. Reicher stated also in the right of way utilization agreement they have to go through master design review to get that done. That is in the preamble in the second paragraph. We are going to take that median that has the deceleration lane in it so you can make the turn onto Goodman and if you look at the one next to it, there is turf and palm trees in that island. There really isn't any landscaping in the island that has the cut away. They will be required to do that and also required to maintain it and irrigate it. Scott, I appreciate the change you made if they don't do it instead of kicking them out, which didn't have a lot of purpose I think we can engage in the repair and build of that.

Mr. Clark stated yes, and similar language was in a couple places, and I changed it so we have a self-help remedy.

Mr. Flint stated this would be approving in substantial form and delegate authority to the Chairman to execute it.

On MOTION by Ms. Clevenger seconded by Ms. Allen with all in favor the right of way utilization agreement with Cortland Acquisitions, LLC was approved in substantial form and the Chairman was authorized to execute the final agreement.

#### **SIXTH ORDER OF BUSINESS**

#### **Ratification of Environmental Mosquito Management Program Proposal**

Mr. Flint stated this is an agreement that we have had in place and is an annual renewal of the contract. It starts on May 1<sup>st</sup> and was executed by Yvonne and I'm bringing it back to the Board to ratify that action, it is \$935 a month.

Ms. Clevenger asked is that a change from last year?

Mr. Clark stated because of the E-Verify requirement that wouldn't have been in any of the prior contracts, I'm going to do a simple contract form and attach this for them to sign.

Mr. Reicher stated I believe the cost is the same.

On MOTION by Mr. Tennyson seconded by Mr. Dawson with all in favor the environmental mosquito management agreement with Clarke Environmental Mosquito Management, Inc. was ratified.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Proposals**

##### **A. Proposal from Fausnight Stripe & Line to Install Pavement Markings on Legends Boulevard and Masters Boulevard**

Mr. Reicher stated the first proposal is from Fausnight for striping Masters and Legends.



Mr. Flint stated if you are only interested in the crosswalks and not the entire road, we can get another bid for the crosswalks.

Mr. Reicher stated we need to give Fausnight some better direction so they can give us an accurate bid.

Ms. Allen stated I would look at all the crosswalks, just not these two roads.

Mr. Reicher stated Mark will determine whether or not Masters needs that and what we actually bought the first time when we repaved it. We will ask if Legends is an arterial and if that is the case then we will look at the conditions then look at the crosswalks separately, paint first.

Mr. Dawson stated focus on the crosswalks.

**B. Proposal from All-right Fence Services, Inc. for Fence Repair on Laura Lane**

Mr. Reicher stated he is talking about installing a rail across the top of the chain link fence.

Ms. Allen stated we talked about getting a quote to pull out the grass and replacing it with rock, which would be no more lawn mowing.

Mr. Vincutonis stated you would still have the drop off that exceeds 30" and you are going to need that fence.

Mr. Reicher stated it would be a very awkward place for someone to walk anyway.

After further discussion staff was directed to get a proposal to replace the fence with a 42" chain link fence.

**C. Lighting Proposals (2) from All States Lighting for LED Light Fixtures/Poles**

Mr. Reicher stated we talked about lighting and originally All States came back and their first proposal was much more expensive at \$31,000 for fiberglass poles, which is not what we intended to do. Now they are looking at applique that glow and can be screwed into the rail. These look like they will create a glow on the bridge. I don't know how many lumens they give off and it calls for 34 of them and the bid includes installation. We can ask for a sample, clarification on where they would be mounted and see if they have installed them where we can see how much they illuminate.

Ms. Allen stated I am not opposed to a not to exceed amount and leave it to the chairman because we don't meet again until July 26<sup>th</sup>.

On MOTION by Ms. Allen seconded by Mr. Tennyson with all in favor a not exceed amount amount of \$5,000 for the installation of solar lights on the bridge was approved and authority was delegated to the Chair to approve the lighting.

**D. Pressure Cleaning Proposal from Blown Away for Sidewalk/Curb Cleaning**

Ms. Allen asked is this in place of our own people doing the work? From Walgreen's to Legends Apartments on the right-hand side is done. What does it cost our own folks to do it versus this proposal? Who are our folks?

Mr. Reicher stated it is RIDA employees.

Mr. Flint stated it is under their contract.

Mr. Reicher stated it is taking them a long time to get to it so we got this proposal.

Ms. Clevenger stated since a quarter of the work has been done it would be less than this.

Ms. Allen stated I don't have a problem if it takes them two months and they have done a quarter of it. They did a fabulous job. Let's stay with what we have.

Mr. Reicher stated we have a new employee with a different skillset than we had and he is very good. It takes a lot of water and I wonder if we can rent a small water trolley. I will report that to Yvonne that you feel they have done a good job. If it is possible to do this inhouse but we need to rent a water trolley to do that.

Mr. Flint stated it might be more efficient to do that.

Ms. Allen stated do it.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer**

Mr. Vincutonis stated the repair fix is done on the sidewalk by the bridge that was too steep.

Ms. Allen stated I noticed large patches of dirt. I didn't know if they were going to sod or reseed.

Mr. Vincutonis stated it should be resodded and I will look at it on the way out.

Mr. Flint stated we still have a 20% retainage.

**C. Manager**

**i. Approval of Check Register**

Mr. Flint presented the check register from April 1, 2021 through April 30, 2021 in the amount of \$33,017.74.

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.

**iii. Presentation of Number of Registered Voters – 1,553**

A copy of the letter from the Supervisor of Elections indicating that there are 1,553 registered voters residing within the District was included in the agenda package.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Supervisor's Requests**

Ms. Allen stated at the last meeting we talked about going back to Weber because their contract was going to expire to see if they were willing to renew and what the increased cost might be. I would like to know that before we proceed with the budget. We all agreed we would like to stay with Weber, they hadn't had a price increase for years, but we should expect one.

Mr. Reicher stated I don't know if Yvonne got that bid back but I will ask her.

Mr. Flint stated you will have that before the hearing in July.

Ms. Allen stated we have a couple new palm trees on Masters and one of them looks dead and the other one looks great.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Dawson seconded by Ms. Allen with all in favor the meeting adjourned at 2:54 p.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

# SECTION A

## **RESOLUTION 2021-05**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022.**

**WHEREAS**, the District Manager has, prior to the **fifteenth (15th) day in June, 2021**, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the proposed annual budget (the "Proposed Budget"), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set **July 26, 2021**, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT;**

#### **Section 1. Budget**

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file at the office of the District Manager, and at the

District's official records office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager's Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2021 and/or revised projections for Fiscal Year 2022.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Treasurer and the District Recording Secretary and identified as "The Budget for **ChampionsGate** Community Development District for the Fiscal Year Ending September 30, 2022, as Adopted by the Board of Supervisors on **July 26, 2021**."

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the **ChampionsGate** Community Development District, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
CAPITAL PROJECTS FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

## **Section 3. Supplemental Appropriations**

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.



- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the applicable department director and the District Manager or Treasurer. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 26<sup>th</sup> day of July, 2021.

ATTEST:

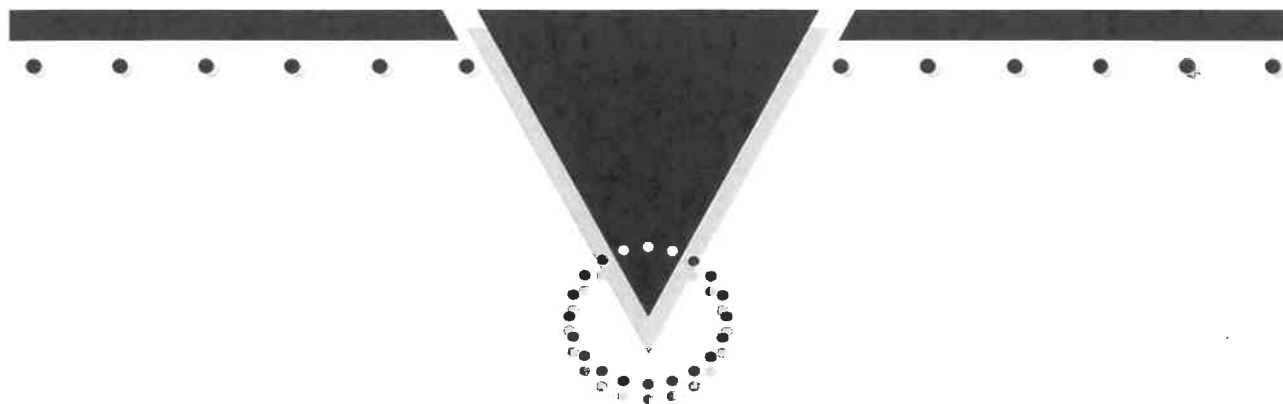
**CHAMPIONSGATE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/ Assistant Secretary

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Chairman/Vice Chairman



**ChampionsGate  
Community Development District**

**Proposed Budget  
FY 2022**



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8 Capital Projects Fund

**CHAMPIONSGATE**  
**Community Development District**

**General Fund Budget**  
**Fiscal Year 2022**

ADOPTED BUDGET FY2021	ACTUAL THRU 06/30/21	NEXT 3 MONTHS	PROJECTED THRU 9/30/21	PROPOSED BUDGET FY2022
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**REVENUES:**

Maintenance Assessments	\$729,046	\$732,493	\$0	\$732,493	\$729,046
<b>TOTAL REVENUES</b>	<b>\$729,046</b>	<b>\$732,493</b>	<b>\$0</b>	<b>\$732,493</b>	<b>\$729,046</b>

**EXPENDITURES:**

**Administrative:**

Supervisors Fees	\$6,000	\$3,600	\$2,000	\$5,600	\$6,000
FICA Expense	\$459	\$275	\$153	\$428	\$459
Engineering	\$10,000	\$4,434	\$1,566	\$6,000	\$10,000
Attorney	\$22,500	\$9,864	\$5,136	\$15,000	\$22,500
Annual Audit	\$4,000	\$4,000	\$0	\$4,000	\$4,000
Management Fees	\$36,603	\$27,452	\$9,151	\$36,603	\$36,603
Information Technology	\$3,200	\$2,400	\$800	\$3,200	\$1,800
Website Maintenance	\$0	\$0	\$0	\$0	\$1,400
Collection Agent	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Telephone	\$100	\$0	\$25	\$25	\$100
Postage	\$1,500	\$995	\$505	\$1,500	\$1,500
Insurance	\$11,700	\$11,118	\$0	\$11,118	\$12,250
Printing & Binding	\$1,000	\$221	\$124	\$345	\$1,000
Legal Advertising	\$1,500	\$0	\$1,500	\$1,500	\$2,500
Other Current Charges	\$250	\$62	\$38	\$100	\$250
Property Appraiser Fees	\$400	\$303	\$0	\$303	\$400
Property Taxes	\$50	\$0	\$0	\$0	\$50
Office Supplies	\$250	\$94	\$31	\$125	\$250
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$104,687</b>	<b>\$69,992</b>	<b>\$21,029</b>	<b>\$91,021</b>	<b>\$106,237</b>

**Maintenance:**

Property Insurance	\$22,600	\$22,581	\$0	\$22,581	\$24,850
Landscape Maintenance Contract	\$139,583	\$103,937	\$34,646	\$138,583	\$139,583
Landscape Miscellaneous	\$8,000	\$3,555	\$2,768	\$6,323	\$8,000
Irrigation System/Maintenance	\$25,000	\$10,917	\$4,083	\$15,000	\$25,000
Lakes/Fountains	\$13,200	\$9,271	\$2,110	\$11,381	\$13,200
Lighting	\$8,000	\$1,054	\$1,446	\$2,500	\$8,000
Miscellaneous	\$4,465	\$2,185	\$815	\$3,000	\$4,465
Painting Public Areas	\$600	\$0	\$200	\$200	\$600
Traffic Signals	\$10,000	\$5,034	\$2,466	\$7,500	\$10,000
Sidewalks	\$10,000	\$0	\$2,500	\$2,500	\$10,000
Signage	\$6,000	\$0	\$1,500	\$1,500	\$6,000
Trash Removal	\$4,500	\$3,898	\$1,260	\$5,158	\$5,250
Electric	\$52,000	\$28,878	\$11,492	\$40,370	\$52,000
Water/Sewer	\$500	\$135	\$45	\$180	\$500
Security	\$35,000	\$10,285	\$7,920	\$18,205	\$35,000
Onsite Management	\$147,600	\$110,699	\$36,900	\$147,598	\$147,600
Mosquito Control	\$7,600	\$3,740	\$2,805	\$6,545	\$7,600
Transfer Out - Capital Reserve	\$129,711	\$129,711	\$0	\$129,711	\$125,161
<b>TOTAL MAINTENANCE</b>	<b>\$624,359</b>	<b>\$445,879</b>	<b>\$112,955</b>	<b>\$558,835</b>	<b>\$622,809</b>
<b>TOTAL EXPENDITURES</b>	<b>\$729,046</b>	<b>\$515,872</b>	<b>\$133,984</b>	<b>\$649,856</b>	<b>\$729,046</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$216,621</b>	<b>(\$133,984)</b>	<b>\$82,637</b>	<b>\$0</b>

**CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**REVENUES:**

**MAINTENANCE ASSESSMENT**

The District will levy a Non-Ad Valorem assessment on all of the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

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**EXPENDITURES:**

**ADMINISTRATIVE:**

**SUPERVISORS FEES**

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. Amount is based on 5 Supervisors attending 6 Board meetings during the fiscal year.

**FICA EXPENSE**

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

**ENGINEERING**

The District's Engineer, Hanson, Water & Associates, will be providing general engineering services to the District, e.g., attendance and preparation for the monthly Board meetings, review of invoices, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

**ATTORNEY**

The District's Attorney, Clark & Albaugh, LLP, will be providing general legal services to the District, e.g., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager

**ANNUAL AUDIT**

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District has contracted with Grau & Associates for this service.

**CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**MANAGEMENT FEES**

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, annual audits, etc.

**INFORMATION TECHNOLOGY**

Represents costs related to District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

**WEBSITE MAINTENANCE**

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

**COLLECTION AGENT**

The District will contract to levy and administer the collection of a Non-Ad Valorem assessment on all assessable property within the District.

**TELEPHONE**

Telephone and fax machine.

**POSTAGE**

The District incurs charges for mailing Board meeting agenda packages, invoices to third parties, checks for vendors and other required correspondence.

**INSURANCE**

The District's general liability and public officials' liability coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to government agencies.

**PRINTING & BINDING**

The District incurs charges for printing and binding agenda packages for board meetings, printing of computerized checks, correspondence, stationary, etc.

**LEGAL ADVERTISING**

Advertising of monthly board meetings, public hearings, and any services that are required to be advertised for public bidding, i.e. audit services, engineering service, maintenance contracts and any other advertising that may be required. The District publishes all of its legal advertising in the Orlando Sentinel.

**CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**OTHER CURRENT CHARGES**

Represents bank charges and any other miscellaneous charges that the District may incur during the fiscal year.

**PROPERTY APPRAISER FEES**

Represents a fee charged by Osceola County Property Appraiser's office for assessment administration services.

**PROPERTY TAXES**

Represents the non-ad valorem assessment from Osceola County that will be charged to the District.

**OFFICE SUPPLIES**

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

**DUES, LICENSES & SUBSCRIPTIONS**

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175.

**MAINTENANCE:**

**PROPERTY INSURANCE**

The District's property insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

**LANDSCAPE MAINTENANCE CONTRACT**

The District has contracted with Weber Environmental Services, Inc. to provide the monthly landscaping services which include turf care, shrubs/ground cover care, annuals, tree care, irrigation system, pressuring washing and litter removal.

Description	Monthly Amount	Annual Amount
Landscape Maintenance Contract	\$11,632	\$139,583
Total		\$139,583

**LANDSCAPE MISCELLANEOUS**

This category will be used for the annual palm tree trimming as well as any miscellaneous landscape items not included under the landscape contract.

**CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**IRRIGATION SYSTEM/MAINTENANCE**

Monthly inspection and repairs of irrigation system.

**LAKES/FOUNTAINS**

To record expenses for equipment, supplies, maintenance and contract services for fountains and lakes. The District has contracted The Lake Doctors, Inc. and Fountain Design Group, Inc.

Description	Monthly Amount	Annual Amount
Lake Services	\$470	\$5,640
Fountain Services	\$150	\$1,800
Fountain Quarterly Services @ \$250		\$1,000
Contingency		\$4,760
Total		\$13,200

**LIGHTING**

Repair and replacement of lighting fixtures throughout the property.

**MISCELLANEOUS**

To record the cost of any maintenance expenses not properly classified in any of the other accounts.

**PAINTING PUBLIC AREAS**

To record the cost of painting supplies and contact services for outside areas.

**TRAFFIC SIGNALS**

To record the cost to maintain all traffic signals per the Traffic Signal Contract.

**SIDEWALKS**

To record cost to maintain all sidewalks.

**SIGNAGE**

To record cost to maintain all signs within the District boundaries



**CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**TRASH REMOVAL**

To record the expenses related to trash and rubbish removal of miscellaneous items, dumpster contract service and hauling of miscellaneous items. The District has the following utility account with Waste Management.

<b>Account#</b>	<b>Address</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
4/70186-52000	8390 ChampionsGate Blvd. Ste.104	\$415	\$4,980
	Contingency		\$270
<b>Total</b>			<b>\$5,250</b>

**ELECTRIC**

To record cost of electric for projects, such as street lighting, electric for irrigation wells and fountains. The District has the following utility accounts with Duke Energy.

<b>Account#</b>	<b>Address</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
02439 43580	8301 ChampionsGate Blvd Spkl D	\$300	\$3,600
12018 72541	8399 ChampionsGate Blvd Spkl E	\$675	\$8,100
13595 39424	81811 ChampionsGate Blvd Spkl A	\$500	\$6,000
17640 52567	8390 ChampionsGate Blvd TFLT	\$40	\$480
24422 35567	8397 ChampionsGate Blvd Spkl F	\$150	\$1,800
52818 71551	0 Championsgate Blvd Spkl G	\$200	\$2,400
55298 37013	1500 Berwick Dr Spkl	\$85	\$1,020
69653 06401	8380 ChampionsGate Blvd Spkl C	\$650	\$7,800
79651 93441	81801 ChampionsGate Blvd Spkl H Fountain	\$1,500	\$18,000
98090 66401	8300 ChampionsGate Blvd TFLT	\$40	\$480
	Contingency		\$2,320
<b>Total</b>			<b>\$52,000</b>

**WATER/SEWER**

To record the cost of running the fountains. The District has the following accounts with Toho Water Authority.

<b>Account#</b>	<b>Address</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
2587190-690100	100 ChampionsGate Blvd	\$20	\$240
	Contingency		\$260
<b>Total</b>			<b>\$500</b>

**CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

**SECURITY**

To record the expenses for security. District has contracted with Florida Highway Patrol trooper to provide off-duty police security at a rate of \$55.00 per hour.

**ONSITE MANAGEMENT**

Personnel used to maintain the District property. The District has contracted with Rida Associates Limited Partnership.

	Monthly	Annual
Description	Amount	Amount
Onsite Management Services	\$12,300	\$147,600
Total		\$147,600

**MOSQUITO CONTROL**

Scheduled maintenance consists of mosquito spraying and larviciding along roadways and paths, and mosquito population monitoring in the form of landing rate counts and light traps. The District has contracted with Clarke Environmental Mosquito Management, Inc.

**TRANSFER OUT - CAPITAL RESERVE**

Funds transferred out to Capital Reserve for capital outlay expenses.

**CHAMPIONSGATE**  
**Community Development District**

**Capital Projects Fund**  
**Fiscal Year 2022**

<b>ADOPTED BUDGET FY2021</b>	<b>ACTUAL THRU 6/30/21</b>	<b>NEXT 3 MONTHS</b>	<b>PROJECTED THRU 9/30/21</b>	<b>PROPOSED BUDGET FY2022</b>
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**REVENUES:**

Transfer In	\$129,711	\$129,711	\$0	\$129,711	\$125,161
Interest	\$4,000	\$748	\$152	\$900	\$750
<b>TOTAL REVENUES</b>	<b>\$133,711</b>	<b>\$130,459</b>	<b>\$152</b>	<b>\$130,611</b>	<b>\$125,911</b>

**EXPENDITURES:**

Contingency	\$0	\$8	\$0	\$8	\$0
Capital Projects - Other	\$100,000	\$154,316	\$10,200	\$164,516	\$100,000
<b>TOTAL EXPENDITURES</b>	<b>\$100,000</b>	<b>\$154,324</b>	<b>\$10,200</b>	<b>\$164,524</b>	<b>\$100,000</b>
<b>EXCESS REVENUES</b>	<b>\$33,711</b>	<b>(\$23,865)</b>	<b>(\$10,048)</b>	<b>(\$33,913)</b>	<b>\$25,911</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$493,449</b>	<b>\$646,188</b>	<b>\$0</b>	<b>\$646,188</b>	<b>\$612,274</b>
<b>FUND BALANCE - ENDING</b>	<b>\$527,160</b>	<b>\$622,322</b>	<b>(\$10,048)</b>	<b>\$612,274</b>	<b>\$638,185</b>

## SECTION B

## **RESOLUTION 2021-06**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the **ChampionsGate** Community Development District (the "District") is a local unit of special-purpose government established by ordinance of the **Board of County Commissioners in Osceola County, Florida**, for the purpose of providing operating and maintaining infrastructure improvements, facilities and services to the lands within the District and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted Improvement Plan and Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors (Board) of the District hereby determines to undertake various operations and maintenance activities described in the District's budget for Fiscal Year 2022, attached hereto as Exhibit "A" and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District's budget for Fiscal Year 2022; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefited lands within the District; and

**WHEREAS**, the District has previously levied assessments for debt service, which the District desires to continue to collect on the tax roll pursuant to the Uniform Method and which is also indicated on Exhibit "A"; and

**WHEREAS**, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments are placed on the tax roll and collected by the local tax collector ("Uniform Method"); and

**WHEREAS**, the District has previously evidenced its intention to utilize this Uniform Method; and

**WHEREAS**, the District Manager has caused notice of the public hearing on special assessments to be given by publication pursuant to Section 197.3632 (4)(b), Florida Statute; and

**WHEREAS**, the District has approved an agreement with the Property Appraiser and Tax Collector of **Osceola County** to provide for the collection of the special assessments under the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the **ChampionsGate** Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the **Osceola County** Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the Osceola County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for Osceola County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BENEFIT.** The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefited lands are shown in Exhibit "A."

**SECTION 2. ASSESSMENT IMPOSITION.** A special assessment for operation and maintenance as provided for in Chapters 190 and 197, Florida Statutes, is hereby imposed and levied on benefited lands within the District in accordance with Exhibit "A".

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments for the platted lots shall be at the same time and in the same manner as **Osceola County** taxes in accordance with the Uniform Method. The District shall also collect its previously levied debt service assessments on platted lots pursuant

to the Uniform Method, as indicated on Exhibit "A" Assessments levied on undeveloped, un-platted lands shall be collected in accordance with Florida law.

**SECTION 4. ASSESSMENT ROLL.** The District's Assessment Roll, attached to this Resolution as Exhibit "B," is hereby certified to the **Osceola County** Tax Collector and shall be collected by **Osceola County** Tax Collector in the same manner and time as Osceola County taxes. The proceeds therefrom shall be paid to the **ChampionsGate** Community Development District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep appraised of all updates made to the Osceola County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the **Osceola County** property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the **ChampionsGate** Community Development District.

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**PASSED AND ADOPTED** this 26<sup>th</sup> day of **July, 2021**.

**ATTEST:**

**CHAMPIONSGATE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary

By:\_\_\_\_\_

Its:\_\_\_\_\_



## SECTION V



## **Weber Environmental Services, Inc.**

May 5, 2021

Champions Gate Community Development District  
135 West Central Blvd., Suite 320  
Orlando, FL 32801

Dear Board Members:

This letter is to serve as our written consent that we wish to continue the Landscape Maintenance Services at Champions Gate Community Development District for the budget year of October 1, 2021 through September 30, 2022. We will maintain the property at the current rate \$139,586.88 annually.

Thank you for your consideration to retain our Landscape Services.

Sincerely,

Kirk Hestand  
General Manager  
Weber Environmental Services, Inc.  
5935 SR 542, West  
Winter Haven, FL 33880  
Cell: 407-952-0227  
khestand@weberes.com

## LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, between **CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as "Owner"), whose mailing address is, 219 E. Livingston Street, Orlando, FL 32801, and **Weber Environmental Service, Inc.** (hereinafter referred to as "Contractor"), whose mailing address is 5935 SR 542 West, Winter Haven, FL 33880.

### RECITALS

In consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

#### 1. DEFINITIONS.

a. Agreement. The Agreement consists of this Maintenance Services Agreement, the Scope of Services, the form of General Release, the Work Authorization form, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

b. Services. The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit B, all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 8 of this Agreement, the changed services set forth therein.

#### 2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated by the documents identified in Exhibit B (attached hereto and incorporated herein by reference).

b. The following List of Exhibits is applicable to the Services:

- i. Exhibit A, List of Contract Documents.
- ii. Exhibit B, Scope of Services.
- iii. Exhibit C, Pricing Form.
- iii. Exhibit D, Work Authorization Form.
- iv. Exhibit E, General Release.

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services on October 1, 2018 upon the receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Contract documents, including but not limited to schedules set forth within the Scope of Services in Exhibit B.

4. ON-SITE MANAGER.

a. The Owner's authorized representative (herein referred to as the "On- Site Manager") shall be Rida & Associates, LP, whose mailing address is 8390 ChampionsGate Blvd, Suite 104, ChampionsGate, FL 33896, provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Contract.

b. All actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to the On-Site Manager in the name of and on behalf of the Owner; provided, however, that the Owner (and not the On-Site Manager) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENTS.

a. Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as set forth in Article 8, the Owner shall pay to Contractor for its Services as set forth in Article 2, a Fixed Fee in the amount of One Hundred Thirty Nine Thousand Five Hundred Eighty Six Dollars and 88/100, (\$139,586.88) on an annual basis; Eleven Thousand Six Hundred Thirty-Two Dollars and 24/100 (\$11,632.24), on a monthly basis plus additional fees for services rendered in connection with Work Authorizations as defined below.

b. The Contractor shall on the 15th day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

c. Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30th day of each calendar month or the 30th day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

d. Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit C, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such amount to be invoiced and paid in accordance with the terms set forth in

Article 5, and paragraphs b. and c. above. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 8 of this Agreement.

f. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or as amended in any Work Authorization, in accordance with the provision of Article 8 of this Agreement. In such event, Owner shall be entitled to a reduction proportionate to the Fixed Fee.

#### 6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. Contractor hereby represents to Owner that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) that it shall comply with all applicable federal, state and local laws, rules, codes and orders of any public, quasi-public or other government authority; (iii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

b. The Contractor warrants to the Owner that all materials furnished under this Contract shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Contract Documents.

#### 7. INSURANCE: INDEMNIFICATION.

a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000 and \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

b. All such insurance required in Paragraph 7.a. shall be with companies and on forms acceptable to Owner and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 7.a.(i) shall name as additional insured's the Owner, the District Manager, and their parents, subsidiaries, related and affiliated companies. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

c. Contractor shall defend (if requested by Owner), indemnify and hold Owner, the District Manager, and their parents, subsidiaries, related and affiliated companies, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement, or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, and shall include, but not be limited to, costs and expenses of any kind or nature that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any hazardous substance in or into the air, soil, surface water, groundwater or soil vapor at, on or about, under or within the real property of the District, or any portion thereof, as a result of activities of Contractor under this Contract.

d. Nothing herein shall be construed as or constitute a waiver of Owner's Immunity or limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

## 8. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

a. A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit C, which shall consist of additions, deletions or other modifications to the Agreement.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scopes of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

## 9. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and

licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

10. BOOKS AND RECORDS. Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

11. USE OF OWNER'S NAME. The contractor, by virtue of this Contract, shall acquire no right to use, and shall not use, the name of the Owner or the name "ChampionsGate" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion; to express or imply any endorsement by Owner of the Contractor's Services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

12. ASSIGNMENT. This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

13. SUSPENSION OR TERMINATION.

a. Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 5 and 8, through the date of termination.

b. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of the Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the Scope of the Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

14. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

15. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, facsimile, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:



If to Owner: ChampionsGate Community Development District  
219 E. Livingston Street  
Orlando, FL 32801  
Attention: George Flint

If to Contractor: Weber Environmental Services, Inc.  
5935 SR 542 West  
Winter Haven, FL 33880

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

16. LEGAL PROCEEDINGS.

a. The Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Osceola County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

c. In the event that any provision of the Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect.

17. TERM. Owner desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3, and ending on September 30, 2019. Thereafter, the parties have the option of renewing the contract for a period not to exceed two (2) years.

18. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of

this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently requires strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from owner, submit to the Owner a fully and properly executed general Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

e. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained in Article 6 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

Contractor:

Owner:

Weber Environmental Services, Inc.

CHAMPIONSGATE COMMUNITY  
DEVELOPMENT DISTRICT

5935 SR 542 West

219 E. Livingston Street

Winter Haven, FL 33880

Orlando, FL 32801

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBIT A**

### **LIST OF CONTRACT DOCUMENTS**

1. CONTRACT FORM
2. SCOPE OF SERVICES (with attachments, as applicable)
3. PRICING FORM
4. WORK AUTHORIZATIONS FORM
5. GENERAL RELEASE
6. ADDENDA, AS APPLICABLE

## **EXHIBIT B**

### **SCOPE OF SERVICES/PROJECT MANUAL**

#### **Scope of Services**

##### **1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES**

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

###### **1.1 Operation Procedures**

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the On-Site Manager. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the On-Site Manager. The Manager will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

###### **1.2 Key Personnel**

1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Manager. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under the contract.

1.2.2 Contractor shall provide one (1) Foreman who is knowledgeable of the Contractor's daily activities when performed at the site. This Foreman shall serve as the point of contact between the On-Site Manager and Contractor. The Foreman shall be responsible for coordinating all scheduled services with the Manager and for the timely scheduling of unscheduled maintenance services.

1.2.3 Contractor shall provide at least one (1) full-time onsite Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

###### **1.3 Personnel Dress Code**

The Contractor shall ensure that employees working on the Project shall wear a company identification uniform or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

#### **1.4 Personnel Conduct**

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

#### **1.5 Safety Program**

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable.

#### **1.6 Facility Location**

The Owner shall provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon availability of space and receipt of written approval from the Manager, be allowed to temporarily store, if necessary, its materials and equipment on site at an Manager-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

#### **1.7 Subcontractors**

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

#### **1.8 Consultants**

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

## **1.9 Document Control and Data Management**

### **1.9.1 Document Control**

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A “document log” shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The “log” shall outline document titles and dates, the originator, received dates, and to/from information. This “log” shall be updated monthly and submitted to the Owner when requested.

### **1.9.2 Data Maintenance**

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

### **1.9.3 Data Dispersal**

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

## **1.10 Verification of Data**

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Owner verbally and in writing, upon discovery.

## **1.11 Ownership of Data**

It is to be understood that all data transmitted and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, are the sole properties of the Owner. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Owner at the conclusion of the Project, after which, no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the Owner immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the Owner.

**1.12 Liability Insurance**

Contractor shall, throughout the performance of its Services maintain:

Occurrence basis comprehensive general liability insurance (including a broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000.00 respectively, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under the Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees.

**1.13 Background Checks**

Contractor shall provide Owner with a background check for all employees showing no criminal record. Contractor shall not employ any persons with a criminal background without the prior written consent of the Manager.

**1.14 Certification**

Contractor shall possess and provide owner with evidence of all necessary certifications and/or licenses to perform the services required under this Scope of Services.

**1.15 Quality Control**

The Manager will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from irrigation system as directed by the Owner. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

The Contractor will make weekly walk-through reviews of the entire site related to visual



observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Owner. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

## **2.0 COORDINATION**

The Contractor shall provide coordination with the Owner for all items associated with the requirements of this Agreement.

### **2.1 General Coordination**

The Contractor shall meet with the Owner and its separate consultants as appropriate, on a weekly basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner of the Contractor.

In addition, the Contractor shall provide a representative to attend the monthly meeting of the Board of Supervisors if requested to do so by the Owner. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement.

Coordination of construction, operation, and general maintenance within CHAMPIONSGATE is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know is crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD District Representative
- CDD Aquatic Weed Control Maintenance Contractor
- TECO/Peoples Gas
- Osceola County and its various departments
- SWFWMD
- Adjacent property owners, as directed by the Owner

### **2.2 Contractor's Project Manager**

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by Owner.

### **3. SCHEDULED OPERATIONS AND MAINTENANCE**

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of CHAMPIONSGATE, specifically the areas of CDD maintenance. Attachment A includes a map identifying the general limits of CDD maintenance by area. All landscaping, hardscape, structures (fences, entry features, benches, etc.) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

#### **3.1 Turf Care**

##### **3.1.1 Mowing**

- a. All lawns located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Mowing shall be performed at a minimum frequency of 40 times per year.
- b. Bahia located in undeveloped areas and within limits shall receive mowing once every other week from March through October and once per month from November through February. Mowing shall be performed for these areas at a minimum frequency of 22 times a year.
- c. Turf areas shall be cut to a height of no more than three (3) inches nor less than two and one-half (2½) inches, to foster photosynthesis and healthy root development.
- d. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- e. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- f. Visible clippings after mowing shall be removed to prevent thatch build up.
- g. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- h. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

##### **3.1.2 Edging**

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all tree rings and planting beds, etc. by the use of a mechanical edger.

- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.) along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

### **3.1.3 Trimming**

All areas inaccessible to mowers and/or otherwise unmowable due to trees, light poles, chain link fences, signs, rocks, culverts, miscellaneous hardscape items, etc. shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within six (6) inches of any vinyl fence posts. All other chemical use will not be permitted unless approved by Owner.

### **3.1.4 Weed and Disease Control**

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the months of March and November of each year for all St. Augustine and Bahia areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 3.2.2
- b. Turf areas shall be continuously monitored for infestations of disease/fungus and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

### **3.1.5 Fertilization**

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine. Bahia shall be fertilized three (3) times per year (March, July, and November). Additional applications of micronutrients may be needed in July or August for St. Augustine turf.
- b. Analysis, scheduled applications, and application rates per 1,000 square feet shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application and should always meet the specific site conditions. The minimum application rate shall be one (1) pound of nitrogen per 1,000 square feet per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- c. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- d. A State inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- e. To maintain uniform turf color, fertilization shall be completed within ten (10) working days per phase in its entirety.
- f. All fertilizers shall be kept out of canals and storm water retention ponds and be removed immediately from all sidewalks and roadways.
- g. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- h. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- i. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

### **3.1.6 Pest Control**

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MDSD sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MDSD sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

#### **3.1.7 pH Adjustment**

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil test and the pH adjustments shall be considered part of the base Scope of Services.

### **3.2 Shrubs/Ground Cover Care**

#### **3.2.1 Pruning**

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every three weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of mulch. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice to proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from

equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.

- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February – April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice to proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

### **3.2.2 Weeding**

- a. The Contractor shall be required to maintain all mulched areas free of weeds to a level that is acceptable to the Owner by hand pulling or chemical means as environmental, horticultural and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhere to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

### **3.2.3 Fertilization**

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May and October). Analysis shall include a trace element of iron, magnesium, zinc and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 square feet of bed area.
- c. Fertilizers shall have the following:
  - 1. Forty percent nitrogen derived from sulfate; 60% from controlled release.
  - 2. A ratio of nitrogen to potassium at 1 to 1.
  - 3. Two percent iron, minimum.
  - 4. Two percent magnesium, minimum.
  - 5. One percent magnesia, minimum.
  - 6. Three percent phosphorous, minimum.
  - 7. Include elements of calcium, boron, copper, zinc and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand-operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A State inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contract shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

### **3.2.4 Pest and Disease Control**

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.

- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State and County directive on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

#### **3.2.5 Mulching**

Mulching will be performed as an additional service.

#### **3.2.6 pH Adjustment**

A soil analysis and pH adjustment shall be provided for shrubs/ground cover as per section 3.1.7.

### **3.3 Annuals**

- 3.3.1 Annual flowers will be changed out (4) times per year with selected "standard" varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen. Please consult with the owner about recommended plant types prior to installation.
- 3.3.2 All soils are to be roto-tilled to a depth of 4 inches after removing and prior to installing new flowers. Annual mix soil will be replenished (2) times a year.
- 3.3.3 Annual flower beds will be serviced (52) times a year to remove flowers that are fading or dead (deadheading) to prolong blooming time and to improve the general appearance of the plant.
- 3.3.4 Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
- 3.3.5 Annual flower beds are not to be left empty for more than (4) working days at any given time, unless replacement is prevented by severe weather conditions.
- 3.3.6 Flower saver plus (or comparable product) which contains beneficial soil micro organisms



and rich organic soil nutrients will be incorporated in the annual flower change. Supplemental top dressing with a control release fertilizer and/or soluble fertilizer (such as Peters 20-20-20) will be applied to enhance flowering and plant vigor.

### **3.4 Tree Care**

#### **3.4.1 Pruning**

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, February and August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Removal of all sucker growth from base of trees shall be performed on a regular basis. Contractor shall remove any limbs, which in the Owner's opinion, pose a threat to public safety.

Contractor will provide specific pruning practices, unless otherwise directed by the Owner, for the following items:

- Oaks: Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
  - Crape myrtles: Crape myrtles shall be tipped in January, but only by approximately two to three feet. Sever topping shall be considered out of character.
  - Wax Myrtle: Wax myrtles shall be tipped mildly in January, cleaned at the base to two feet clear trunk and dead wood removed.
  - Holly: Hollies shall be kept full headed and pruned only to bring clear trunk level to two feet above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Sever shearing into "pyramids or lollipops" shall be avoided, unless directed by the Owner.
  - Ligustrum: Ligustrums shall be hand clipped for natural form. Sever shearing into "gloves" shall be avoided, unless directed by the Owner.
  - Magnolias: Prune only sucker growth to maintain an attractive, clear trunk appearance.
  - Palm Trees: Only brown or broken fronds shall be removed at time of pruning. Standard Palms, including Sables and Washingtons, shall be pruned two (2) times per year. Tropical Palms, including Queens, Royals, Coconuts and Medjools, shall be pruned three (3) times per year.
- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.
  - d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February – April).

- e. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- f. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- g. Selective pruning and shaping shall be performed as needed to expose landscape lights.

#### **3.4.2 Fertilization**

Trees shall be fertilized as per the requirements of 3.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

#### **3.4.3 Pest Control**

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 3.2.4.

#### **3.4.4 Mulching**

All individual isolated trees shall have their tree ring remulched as per the requirements of 3.2.5.

#### **3.4.5 pH Adjustment**

Soil testing and pH adjustment shall be provided as per the requirements of 3.1.7.

#### **3.4.6 Hand Watering**

- a. Contractor shall be responsible to decrease or increase hand watering application rates for the health and survival of the trees. Any trees that decline beyond acceptance to the Owner or die due to lack of watering shall be replaced at the Contractor's own expense, as per paragraph 1.12. If the Contractor believes the water application rates need to increase for the health survival of the trees, the Contractor must initiate the increased rate by contacting the Owner. Any increase in hand watering applications beyond the requirements of this Scope shall be considered unscheduled maintenance.

### **3.5 Irrigation System**

#### **3.5.1 General Requirements**

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's

responsibility, as per Section 1.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.

- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 1:00 a.m. and 7:00 a.m. Any extension from this schedule shall be approved by the Owner.
- e. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

### **3.5.2 Monitoring/Adjustments**

- a. The Contractor shall inspect the entire operation of the system no less than once every two weeks. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
  - Activate each zone of the existing system.
  - Visually check for and report and damaged heads or ones needing repair.
  - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.
- c. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
- d. Any adjustments to the spray nozzles, spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as-needed basis as part of the base Scope of Services.

### **3.5.3 Valve/Valve Boxes**

- a. The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as-needed basis.
- b. The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, as per the original construction details.

## **3.6 Litter and Debris Removal**

### **3.6.1 Landscape Areas**

Prior to mowing, each area will be patrolled for trash and other debris to clean area and reduce risk of flying debris. Any litter found in planting beds or in turf areas shall be collected and disposed of off-site.

### **3.6.2 Road Rights-of-Way, Ponds, Recreation Areas**

Contractor shall monitor all road rights-of-way, storm water ponds, and recreation areas once daily to collect any litter and dispose of the litter off-site.

### **3.6.3 Grounds and Associated Amenities**

Contractor shall Clean and Mow the I-4 Interchange area (the bank to I-4) on a monthly basis.

Golf hole at interchange – keep free of debris and change out white sand as needed.

## **4. UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Scope of Services. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

### **4.1 General**

The Contractor shall be responsible for all repairs within the CHAMPIONSGATE Community Development District's limit of work unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and, therefore, shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion, are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one execute copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time-and-material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner, shall include copies of invoices from others providing work or materials on the repair.

### **4.2 Damaged Facilities**

**4.2.1** Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

**4.2.2 Irrigation Repairs**

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no change to the Owner.
- d. Any damage on property due to washouts created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section

**4.3 Emergency Repairs**

- 4.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.
- 4.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time-and-material basis.
- 4.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner prior to commencing the repair. However, a Work Authorization will be completed and referenced on the Contractor's monthly invoice to the Owner.

**4.4 Unscheduled Maintenance**

The Contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall

respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide cleanup and touch-up finishes (paint, stucco, etc.) as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide site cleanup (litter removal, pressure washing, etc.) before and after community special events.
- Provide mowing of undeveloped areas.
- Provide, in late October of each year, over-seeding in undeveloped Bahia areas with Winter Rye. The Contractor shall provide seeding mix to the Owner for approval prior to application. Any reapplications required, in the Owner's opinion, due to poor germination or inconsistent coverage, shall be provided at the Contractor's own expense.
- Provide selective weeding and pruning for existing wooded areas.
- Provide repairs to satellite controller and CCU ground rods.
- Provide repairs to the satellite controllers and CCU system.

## **5. RESPONSE TIME**

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

### **5.1 General**

The Contractor shall, on a timely and efficient basis, respond to any and all requests and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, seven (7) days per week to respond to and correct any problems with any of the elements covered by this Agreement.

Response time, unless otherwise directed by the Owner, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments: varies, as directed by Owner.
- Irrigation adjustments: 24 hours
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled maintenance request: as needed, as soon as four (4) hours
- Plant material replacement: two (2) weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the Owner shall, at the Contractor's sole expense, provide the requested services.

## **5.2     Emergency Response Program**

The Contractor shall develop, implement, and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the Owner, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

## **6.0     COMPENSATION**

Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations, the Owner shall make payment to the Contractor for its Services, on a periodic basis plus additional fees for services rendered in connection with Work Authorizations.

The Contractor shall deliver to the Owner an Application for Payment in such form and with such detail, as the Owner requires.

Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make payments to the Contractor plus additional fees in connection with Work Authorizations.

## **7.0     TERMINATION**

Anything in this Agreement to the contrary notwithstanding, Owner shall, at its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it through the date of termination.

If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances,

governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of the Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the Scope of the Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

Contractor shall, at its sole discretion and without cause, have the right to suspend or terminate this Agreement upon ninety (90) days prior written notice to Owner. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it through the date of termination.

### **Specifications for Bella Trae Masters Blvd Median**

#### **MOWING:**

- All turf will be mowed once each week while in the growing season (April through October).
- All turf will be mowed every other week or as conditions warrant, during the dormant season (November through March).
- All embankments and retention ponds will be mowed to water's edge.
- Excessive accumulations of clippings will be removed.
- Mowing height will depend on the season. Typically, the height will range from 3" to 5".
- Any area too wet for proper mowing will be mowed when the ground is dry enough to allow for it.

#### **EDGING:**

- All surrounding turf areas adjacent to paved surfaces or structural edges such as sidewalks, driveways, parking lots, curbs, headers and retaining walls, will be edged with a "blade edger" in order to maintain a clean, crisp and consistent edge line.
- Bed edges will be kept clean and well-defined around color beds, shrub beds, open beds and tree trunks, so as to prevent encroachment from lawn but not so frequently that the bed line expands into the turf.

#### **WEEDING:**

- Weeding by hand or chemical means of all plant bed areas as often as necessary to maintain a reasonably weed-free condition commensurate with the season.
- Groundcover beds infested with weeds will be chemically treated.
- Weed control in curbs, ground between plants, joints in walks, decks, and driveways (paved and concrete areas) will be performed using appropriate manual (Hand pulling), mechanical (Spin trimming) and/or chemical (Herbicide) control. Herbicides will be applied with care so as not to injure adjacent desirable plants.

#### **PRUNING AND TRIMMING:**

- Pruning of all ornamental shrubbery up to a height of **ten (10)** feet.
- Performance of **twelve (12)** pruning rotations per year performed on a monthly basis.
- Removal of all generated debris from the property.
- Selective pruning will be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to ensure health and vigor.



- **Tree limbs will be trimmed or pruned up to a height of ten (10) feet.** Trees will be pruned to an overhead clearance of eight feet for walkways and free of suckers from trunk or base. No limbs larger than 1 ½ inches in diameter will be trimmed or removed.
- Ground covers and vines will be sheared as necessary in a uniform manner to maintain neat clean edges, surfaces and overall appearance.
- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each species of plant.
- Plant pruning, trimming and shearing will be accomplished under the supervision of an experienced specialist to assure the function is being performed in accordance with recommended horticultural practices.

#### **CLEAN UP:**

- All excessive trimmings and clippings will be collected and removed from the property.
- All sidewalks will be blown off in order to remove all debris generated during the performance of this contract.
- All lawn areas will be cleared of litter and debris before mowing, so as not to shred or scatter foreign matter.

#### **LAWN AND SHRUB CARE PROGRAM:**

- The property will be inspected six (6) times per year to assure:
  - Plant health and vigor.
  - Turf health and vigor.
  - No harmful insect infestations, disease and/or fungal activity.
- A spray program will be provided as needed to control infestations of weeds and insects on all turf areas, plant materials and plant beds. Treatment of the turf and plant materials for disease and fungi require special care on a case by case basis, and are available under a separate agreement.
- Any insect infestation will be treated on an as-needed basis. If the infestations continue between regularly scheduled treatments, a re-treatment will be scheduled within 48 hours or less at no charge to you. We ask that you please help us by reporting the condition if we do not observe it first.
- Fertilization of all Augustine turf shall be fertilized four (4) times per year.
- Plant materials will be fertilized two (2) times per year.
- All fertilizers used in our program will be blended to make a balanced nutrient package, including all the necessary minor and trace elements your turf and plant materials require.
- A Service Communication Report will be completed by a spray technician for every horticultural service provided. These reports are kept in the office and can be mailed or emailed to you upon request.

#### **IRRIGATION INSPECTIONS:**

- The activation of the system one time per month for aboveground inspection.
- The reporting of any deficiencies noted in the inspection on the Monthly Inspection Report.
- The adjustment, whenever necessary, of automatic controllers to establish watering periods appropriate in frequency and duration to prevailing seasonal conditions.
- The adjustment of all functioning spray heads to ensure proper coverage. Clogging of nozzles or irrigation heads is an indication of a more serious problem, i.e., broken lateral line or cracked mainline. The minor cleaning of nozzles (the use of a small piece of wire inserted into the orifice) is included, however if the problem is significant or persists past the initial cleaning, the problem will be brought to the attention of the owner and repairs will proceed on a time and materials basis.

- Repair work caused by W.E.S., Inc. in the course of our landscape maintenance activity is the responsibility of W.E.S., Inc. and will be repaired at absolutely no charge.
- All repairs will be performed at a rate of **\$45.00** per hour with additional technicians at **\$35.00** per hour if required.

#### **SPECIAL SERVICES:**

- An Account Manager will be assigned to the project, with whom the site manager may communicate on a regular basis, pertaining to the contract services. The assigned Account Manager will check in at the on-site office with the site manager upon each occurrence of performance of services.
- A weekly written report of grounds-keeping tasks and conditions can be provided upon request.
- W.E.S., Inc. will supervise and direct the work and its employees to the best of their ability and be solely responsible for all techniques, sequences, procedures, coordination of services and actions of their employees. W.E.S., Inc. service personnel shall maintain neat appearance in suitable clothing with company identification uniform.

#### **EXTRAS:**

- Work performed under this section will be completed on a time and materials basis and is not included in the contract maintenance price. Estimates for proposed work will be submitted to the proper authorizing person for approval before any extra work is started. Examples of extra work available are as follows:

- ☐ Landscape and sprinkler design.
- ☐ New plantings and other special services.
- ☐ Hand watering.
- ☐ Tree removal and large tree trimming.
- ☐ Renovation of existing plant material such as cutting back in order to reduce overall size.
- ☐ Removal of planted material that has died due to winter freeze, floods, fire or other Acts-of-Nature.
- ☐ Irrigation installation, reinstallation, modification, or repair of the system.
- ☐ Major clean up due to storms, hurricanes, tornadoes, or other Acts-of-Nature.

END OF SCOPE OF SERVICES

**EXHIBIT C**

**PRICING FORM**

## **EXHIBIT D**

### **WORK AUTHORIZATION FORM**

#### **Exhibit D**

#### **Work Authorization**

Date:

Work Authorization No. **04WA-**\_\_\_\_ - \_\_\_\_

<b>Budget Code: CDD</b>
---------------------------------

To: ChampionsGate CDD

**Pursuant to the Maintenance Services Agreement dated \_\_\_\_\_, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 5 of the Agreement.**

Description of Work Authorization services:

**Bill to:** District

The following is/are applicable to this Work Authorization as marked:

- \_\_\_\_\_ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of \$ \_\_\_\_\_
- \_\_\_\_\_ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the contract Documents. Time and material tickets should be submitted daily to the Program Manager.
- \_\_\_\_\_ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents.

The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:

For Owner:

Company Name

ChampionsGate Community Development District

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

For Review and Approval (if applicable):

District Engineer: Hanson Walter & Associates Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT E**  
**GENERAL RELEASE**

The undersigned, for and in consideration of the payment of the sum of \$ \_\_\_\_\_, paid by ChampionsGate Community Development District, (hereinafter referred to as Owner), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number \_\_\_\_\_, does hereby fully and completely discharge and release the Owner, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated \_\_\_\_\_ (the Contract). The undersigned here certifies that all material men, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify Owner from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which Owner/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event Owner is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then Owner shall be allowed to recover reasonable attorneys fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Authorized Signature

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

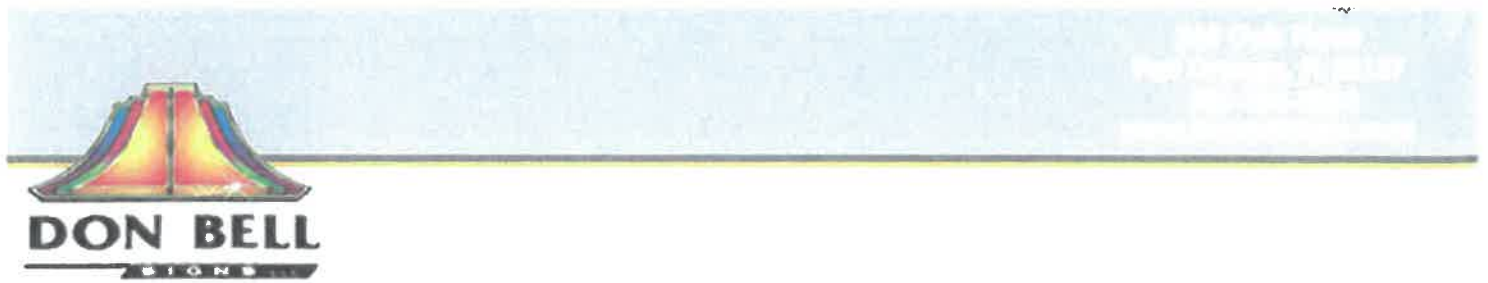
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known / produced identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:

## SECTION VI

# SECTION A





5/26/2021

Yvonne Shouey  
Project Manager/Director of Sales and Leasing  
Rida Associates Limited Partners  
8390 Champions Gate Blvd., Suite 104  
Champions Gate, Florida 33896

**Project: Champions Gate Sign Refurbishment**

**Option 1:** Replace the neon lighting with LED lighting, replace letter faces of (2) sets of existing letters "Champions Gate", letter structures to remain as is, no painting.

\$24,968.00

**Option 2:** To replace all letters with (2) new sets of letters to be (LED) illuminated "Champions Gate"

\$29,887.00

Engineering, permitting acquisition, lane closure during installation to be billed in addition to quoted price not to exceed \$2,250.00

Thank you for the opportunity.

Regards,

Mike Hanson  
Project Manager  
Don Bell Signs  
386-547-3473

## SECTION B

Sunshine Land Management Corp

4825 Wren Dr  
Saint Cloud, FL 34772 US  
+1 4074806926  
sunshinelandmanagement@gmail.com  
sslaa.com



Bella Trae

Estimate

1057  
Bella Trae Community Association  
8411 Riverdale Lane  
ChampionsGate, FL 33896

Bella Trae Community Association  
8411 Riverdale Lane  
ChampionsGate, FL 33896

1057  
06/24/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Stormwater Management System Maintenance	(Inlets, Catch Basins, Control Structures, Under-drains, Mitered End Sections, Environmental/Spreader Swales ETC)....Remove grate from top of catch basin, remove all accumulated debris from box..	1	550.00	550.00
	Stormwater Management System Inspection	(Wet/Dry Retention/Detentions ponds, Inlets, Catch Basins Under-drains , Control Structures, ETC)...verify that there are no existing issues with the catch basin.	1	100.00	100.00
	Dump Fees	All Waste Materials/Debris/Trash Will Be Taken and Disposed of at a Proper Waste Management Location....	1	100.00	100.00
	Corp	TOTAL			\$750.00



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Drain outside gate

Date Generated: 6/21/2021

0 40 80 ft



Katrina S. Scarborough, CFA, CCF, MCF  
Osceola County Property Appraiser

# SECTION C



# FLORIDA HIGHWAY PATROL REQUEST FOR OFF-DUTY POLICE SERVICES

THIS REQUEST IS BEING MADE ON BEHALF OF A(N):

<input checked="" type="checkbox"/> <b>Business or Corporation</b>		<input type="checkbox"/> <b>Individual</b>	
Legal Name of Business or Corporation: <b>Champions Gate CDD</b>		Full Name:	
Individual Authorized to Employ FHP Members: <b>Lee Dawson</b>		Address:	
Business Address: <b>8390 Champions Gate Blvd #104</b>		Telephone Number:	
Business Telephone Number: <b>407-397-2500</b>		Date of Birth:	
Name of Person to Whom FHP Member(s) Report: <b>Yvonne Shouley</b>		Name of Primary Scheduler: <b>Maurice Vilsaint</b>	Telephone Number: <b>321-202-1673</b>
Telephone Number: <b>407-397-2500 or 407-301-5622 cell</b>		Name of Secondary Scheduler:	Telephone Number:
Type of Business: <b>Resort, Commercial &amp; Residential</b>		Patrol Vehicle Required <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Address Where Services are to be Provided: <b>Champions Gate, Osceola County (CR-532, Masters Blvd, Bella Citta Blvd, Legends Blvd, etc.)</b>			
Type of Activity Occurring while FHP Members are Present:			
Is alcohol to be sold for on-site consumption? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
If yes, are such sales considered the regular and primary part of the business? <input type="checkbox"/> YES <input type="checkbox"/> NO			
FHP Members' Duties and Responsibilities: <b>(Non-gated Community) Traffic enforcement, and provide law enforcement presence in the area</b>			
Start Date: <b>July 1st, 2021</b>		End Date: <b>June 30th, 2023</b>	
Employer <input type="checkbox"/> will <input checked="" type="checkbox"/> will not be responsible for providing workers' compensation coverage to FHP members. If coverage is to be provided a copy of the policy must be attached to this request.			

LD  
Initials

I understand that employers who have hired Florida Highway Patrol troopers for off-duty employment must recognize that the primary duty, obligation, and responsibility of these troopers is to the Florida Highway Patrol. Troopers are subject to call at all times for emergencies, special assignments. No overtime duty and no off-duty employment shall infringe on this obligation.

LD  
Initials

I understand that during the course of the trooper's off-duty police employment, the Florida Highway Patrol may make reasonable inquiries of the trooper to ensure that his/her continued off-duty employment does not constitute a conflict of interest, or interfere with the trooper's primary duties as a law enforcement officer. The employer consents to the release of the trooper's work related records if requested by the Department or Division. A supervisor of the Florida Highway Patrol may visit the off-duty location at any time to ensure that Departmental policies are being adhered to.

LD  
Initials

I understand that during the course of the trooper's off-duty police employment, any law enforcement decisions must be made by the trooper and not by the employer.

  
SIGNATURE OF EMPLOYER

DATE

**6/30/2021**

**Maurice Vilsaint**  
SIGNATURE OF SCHEDULER(S)


DATE

**06/30/2021**

☒ APPROVED ☐ NOT APPROVED

TROOP COMMANDER'S SIGNATURE

DATE

  
**WILLIAM HARRY**

**7-8-21**

## CHAMPIONS GATE FHP PATROL PACKAGES

$$\$65 \times \underline{1} \times 4(+1) \times 4 = \$1,300$$

Hourly x Troopers x Hours/ (+1 Travel) x Days = 16hrs Weekly

$$\$65 \times \underline{2} \times 4(+1) \times 3 = \$1,950$$

Hourly x Troopers x Hours/ (+1 Travel) x Days = 24hrs Weekly

### **Shifts:**

- Patrol between 6AM – 12AM

\*Patrol to include commercial vehicle and traffic enforcement on Champions Gate Blvd, Masters Blvd, Legends Blvd & Bella Citta Blvd: Also to include foot patrols at the Champions Gate Publix, Champions Gate Plaza, and the Champions Gate CDD building. Weekend patrol available & \*tow enforcement for improperly parked vehicles if requested.

# SECTION D





910 Charles Street  
Longwood, FL 32750  
(407) 261-5446 \* Fax (407) 261-5449

## PROPOSAL

Page 1 of 1

PHONE	FAX	DATE
		05/27/21
PROPOSAL #		21-0422
JOB NAME/LOCATION		
Legends Blvd & Masters Blvd - ChampionsGate		
Legends Blvd & Masters Blvd		

TO Rida Associates Limited Partners

Attention: Yvonne  
[yshouey@championsgate.com](mailto:yshouey@championsgate.com)


We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
	Thermoplastic Crosswalk Striping for Legends Blvd and Masters Blvd ( including side streets) and One Crosswalk at Goodman Rd.	1	LS	\$ 17,650.00	\$ 17,650.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs

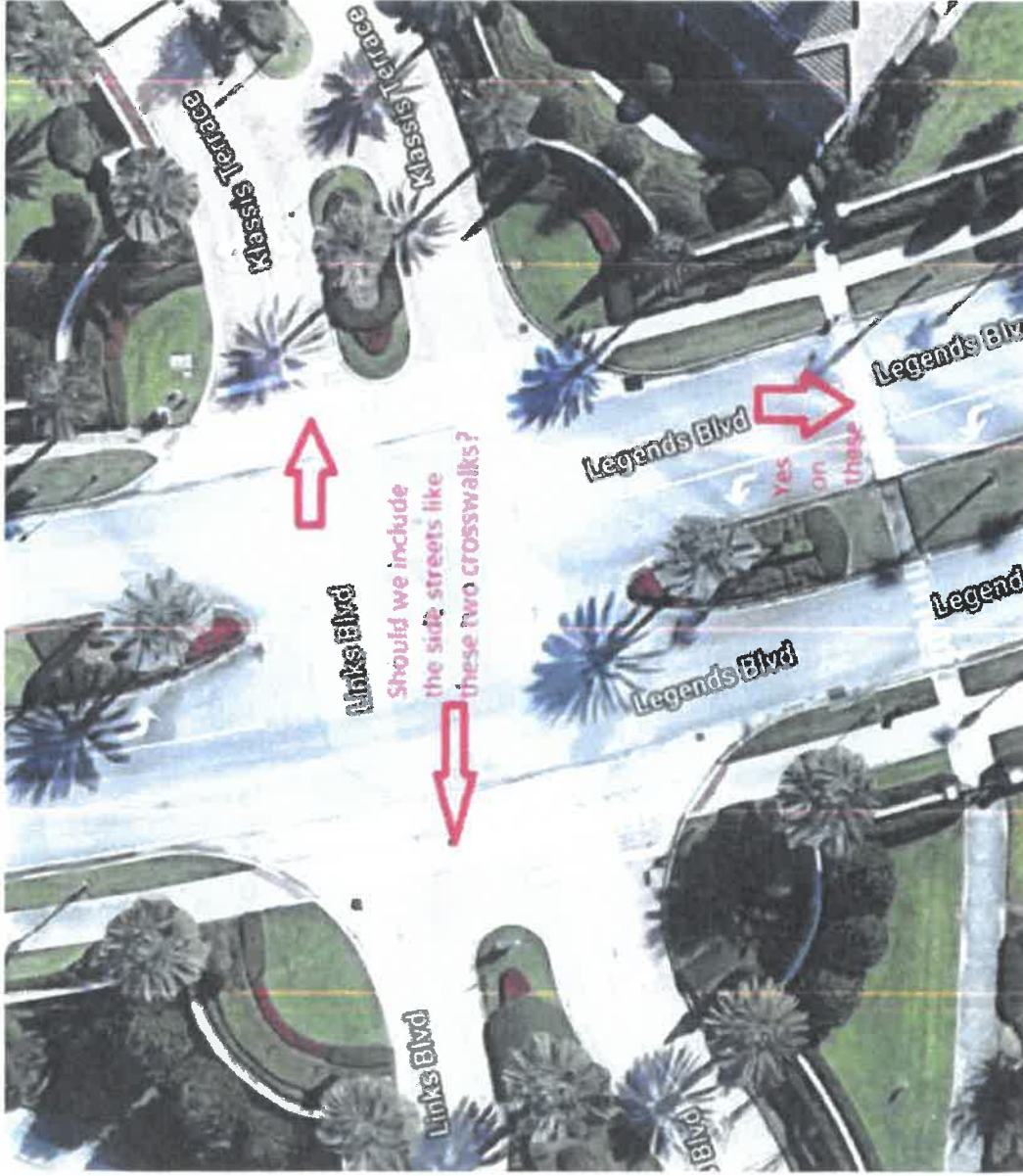
will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control.

Total:	\$ 17,650.00
Authorized Signature	 Terms: Net 30 Proposal Valid for 90 Days

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance	Signature
<b>CONTACTS:</b> Estimating Department Phil Fausnight, President/Contracts Administrator John Bruce, Project Coordinator/Scheduling Cris Mercedes, Gen Admin, Insurance, Submittals	<a href="mailto:estimating@fausnight.com">estimating@fausnight.com</a> <a href="mailto:phil@fausnight.com">phil@fausnight.com</a> <a href="mailto:john.bruce@fausnight.com">john.bruce@fausnight.com</a> <a href="mailto:cris@fausnight.com">cris@fausnight.com</a>



Thanks,

Phil Fausnight  
 President  
 Fausnight Stripe and Line, Inc.  
 910 Charles St.

## SECTION VII

# SECTION C

# SECTION 1

# Champions Gate Community Development District

## Check Run Summary

May 1, 2021 thru July 19, 2021

Fund	Date	Check No.'s		Amount
General Fund	5/6/21	4779-4783	\$	20,559.30
	5/11/21	4784	\$	3,411.13
	5/13/21	4785-4787	\$	22,186.18
	5/19/21	4788	\$	229.54
	5/26/21	4789	\$	55.58
	6/4/21	4790-4796	\$	27,803.49
	6/8/21	4797-4798	\$	3,878.27
	6/16/21	4799	\$	996.35
	6/28/21	4800-4801	\$	2,922.00
	7/7/21	4802-4805	\$	12,712.34
	7/9/21	4806	\$	3,323.40
	7/13/21	4807	\$	13,082.36
			\$	111,159.94
Payroll	<u>May 2021</u>			
	Darin Tennyson	50367	\$	184.70
	Darlene Clevenger	50368	\$	162.70
	Elizabeth Allen	50369	\$	184.70
	Lee Dawson	50370	\$	184.70
	Wesley Holland	50371	\$	184.70
			\$	901.50
			\$	112,061.44

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
5/06/21	00030	5/01/21	17457	202104	310-51300-31500				CLARK & ALBAUGH, LLP	*	5,379.00	5,379.00	004779
					ROW AGREEMENT/DUKE ENERGY								
5/06/21	00022	4/29/21	23879A	202104	320-53800-46800				FOUNTAIN BOWL CLEAN APR21	*	150.00		
		4/29/21	23879A	202104	320-53800-46800				S/R FLTR CARTRDGE 150AQFT	*	353.63		
					FOUNTAIN DESIGN GROUP, INC.							503.63	004780
5/06/21	00026	5/01/21	573471	202105	320-53800-46800				WATER MGMT SERVICES MAY21	*	470.00	470.00	
					THE LAKE DOCTORS, INC.							470.00	004781
5/06/21	00048	4/30/21	2104-032	202104	320-53800-47200				RESET POWER/ITERIS CARD	*	1,116.00		
		4/30/21	2104-033	202104	320-53800-47200				1-AIR FILTER 14X20X1	*	4.09		
		5/03/21	2105-007	202105	320-53800-47200				TRAFFIC SIGNAL MAINT MAY	*	218.00		
					TRAFFIC ENGINEERING & MANAGEMENT							1,338.09	004782
5/06/21	00056	4/28/21	64853	202104	320-53800-46300				INST.4SABAL PALM-LAURA LN	*	1,100.00		
		4/28/21	64854	202104	320-53800-46300				PLACE 4 WATER BAGS PALMS	*	220.00		
		5/01/21	64869	202105	320-53800-46200				LANDSCAPE MAINT MAY21	*	11,548.58		
					WEBER ENVIRONMENTAL SERVICES							12,868.58	004783
5/11/21	00049	5/01/21	214	202105	310-51300-34000				MANAGEMENT FEES MAY21	*	3,050.25		
		5/01/21	214	202105	310-51300-35100				INFORMATION TECH MAY21	*	266.67		
		5/01/21	214	202105	310-51300-51000				OFFICE SUPPLIES MAY21	*	22.89		
		5/01/21	214	202105	310-51300-42000				POSTAGE MAY21	*	6.97		
		5/01/21	214	202105	310-51300-42500				COPIES MAY21	*	64.35		
					GOVERNMENTAL MANAGEMENT SERVICES							3,411.13	004784
5/13/21	00095	5/10/21	5278241	202104	310-51300-31100				PRP/ATTD MTG/TURN LN/PLAT	*	1,993.75		
		5/10/21	5278242	202104	310-51300-31100				CET3:OSCEOLA COUNTY CERT.	*	187.50		
					HANSON, WALTER & ASSOCIATES, INC.							2,181.25	004785

CHMP CHAMP GATE TVISCARRA

CHAMPIONSGATE - GENERAL FUND  
 BANK A CHAMPIONSGATE CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
5/13/21	00105	5/06/21	44322	202105	320	53800	12000		ONSITE SERVICES MAY21	*	12,299.84	
5/07/21		5/07/21	CDD-0520	202104	320	53800	49100		HOME DEPOT-DECK STAIN/TWL	*	406.23	
5/07/21		5/07/21	CDD-0520	202104	320	53800	49100		HOME DEPOT-RETURN PAINT	*	337.55	
5/07/21		5/07/21	CDD-0520	202104	320	53800	49100		HOME DEPOT-2 BROWN PAINT	*	193.46	
5/07/21		5/07/21	CDD-0520	202104	320	53800	49100		HOME DEPOT-BROWN PAINT	*	96.73	
5/07/21		5/07/21	CDD-0520	202104	320	53800	49100		HOME DEPOT-2 BROWN PAINT	*	193.46	
5/07/21		5/07/21	CDD-0520	202104	320	53800	49100		HOME DEPOT-BROWN PAINT	*	96.73	
5/07/21		5/07/21	CDD-0520	202104	320	53800	49100		HOME DEPOT-NO RUST CONC.	*	213.68	
RIDA ASSOC. LIMITED PARTNERSHIP												13,162.58 004786
5/13/21	00056	3/26/21	64637	202103	300	13100	10100		RPLC SHRUB/MULCH CG BLVD	*	1,792.00	
3/26/21		3/26/21	64640	202103	300	13100	10100		RPLC SHRUB/CG BLVD-PRSRVE	*	1,872.00	
5/07/21		5/07/21	64990	202104	320	53800	35100		RPLC PIPE/WIRE/RPR MAINLN	*	3,178.35	
WEBER ENVIRONMENTAL SERVICES												6,842.35 004787
5/19/21	00003	5/11/21	7-368-29	202105	310	51300	42000		DELIVERY 05/03/21	*	229.54	
FEDEX												229.54 004788
5/26/21	00144	5/20/21	LM052021	202104	320	53800	49100		8-2.5G CHLORINEFOR CURBS	*	31.76	
5/20/21		5/20/21	LM052021	202105	320	53800	49100		6-2.5G CHLORINE POOL SPLY	*	23.82	
LUIS E MIRANDA DBA MIRANDA SERVICE												55.58 004789
6/04/21	00047	5/17/21	1015227	202105	320	53800	46900		MOSQUITO MGMT SERV MAY21	*	935.00	
CLARKE ENVIRONMENTAL MOSQUITO MGMT												935.00 004790
6/04/21	00030	6/01/21	17500	202105	310	51300	31500		PHONE MTG/DUKE ROW/WEBER	*	960.00	
CLARK & ALBAUGH, LLP												960.00 004791
6/04/21	00022	5/25/21	24072A	202105	320	53800	46800		FOUNTAIN BOWL CLEAN MAY21	*	150.00	
FOUNTAIN DESIGN GROUP, INC.												150.00 004792

CHMP CHAMP GATE TVISCARRA

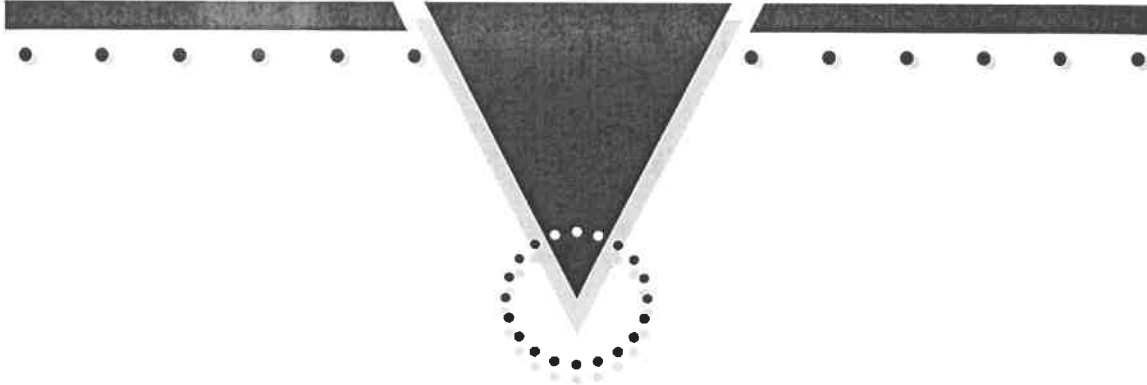


CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
6/04/21	00139	5/31/21	MV053121	202105	320-53800-34500				MAURICE NORMAN VILSAINT	*	1,540.00	1,540.00	004793
			SECURITY DETAIL MAY21										
6/04/21	00105	6/01/21	44348	202106	320-53800-12000				ON SITE SERVICES JUN21	*	12,299.84	12,299.84	
									RIDA ASSOC. LIMITED PARTNERSHIP				
6/04/21	00048	6/01/21	2106-005	202106	320-53800-47200				TRAFFIC SIGNAL MAINT JUN	*	218.00	218.00	
									TRAFFIC ENGINEERING & MANAGEMENT				
6/04/21	00056	3/18/21	64622	202103	320-53800-35100				RPLC DMG/BROKEN NOZZELS	*	152.07	152.07	
		6/01/21	65060	202106	320-53800-46200				LANDSCAPE MAINT JUN21	*	11,548.58	11,548.58	
									WEBER ENVIRONMENTAL SERVICES				
6/08/21	00049	6/01/21	215	202106	310-51300-34000				MANAGEMENT FEES JUN21	*	3,050.25	3,050.25	
		6/01/21	215	202106	310-51300-35100				INFORMATION TECH JUN21	*	266.67	266.67	
		6/01/21	215	202106	310-51300-51000				OFFICE SUPPLIES	*	22.95	22.95	
		6/01/21	215	202106	310-51300-42000				POSTAGE	*	7.65	7.65	
		6/01/21	215	202106	310-51300-42500				COPIES	*	60.75	60.75	
									GOVERNMENTAL MANAGEMENT SERVICES				
6/08/21	00026	6/01/21	579985	202106	320-53800-46800				WATER MGMT SERVICES JUN21	*	470.00	470.00	
									THE LAKE DOCTORS, INC.				
6/16/21	00095	6/08/21	5278730	202105	310-51300-31100				CDD MTG/STRIP/ROW AGRMNT	*	996.35	996.35	
									HANSON, WALTER & ASSOCIATES, INC.				
6/28/21	00047	6/15/21	1015976	202106	320-53800-46900				MOSQUITO MGMT SERV JUN21	*	935.00	935.00	
									CLARKE ENVIRONMENTAL MOSQUITO MGMT				
6/28/21	00022	3/31/21	23656A	202103	320-53800-46800				QTRLY FOUNTAIN CLN MAR21	*	250.00	250.00	
		4/15/21	23760A	202104	320-53800-46800				INST.4 LED FNT LGHT BULES	*	1,267.00	1,267.00	

CHMP CHAMP GATE TWISCARRA

CHECK DATE	VEND#	.....INVOICE.....	EXPENSED TO....	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
4/15/21	23760A	202104	320-53800-46800								*	70.00		
6/24/21	24324A	202106	320-53800-46800								*	250.00		
6/25/21	24349A	202106	320-53800-46800								*	150.00		
FOUNTAIN BOWL CLEAN JUN21														
FOUNTAIN DESIGN GROUP, INC.														
7/07/21	00030	7/01/21	17542	202106	310-51300-31500						*	210.00	1,987.00	004801
PHONE CALL ROW AGREEMENT														
7/07/21	00026	7/01/21	586499	202107	320-53800-46800					CLARK & ALBAUGH, LLP	*	470.00	210.00	004802
WATER MGMT SERVICES JUL21														
7/07/21	00056	7/01/21	65233	202107	320-53800-46200					THE LAKE DOCTORS, INC.	*	11,548.58	470.00	004803
LANDSCAPE MAINT JUL21														
7/07/21	00145	7/01/21	070121	202106	320-53800-49100					WEBER ENVIRONMENTAL SERVICES	*	483.76	11,548.58	004804
2 DOGIPOT FOR LEGEND BLVD														
7/09/21	00049	7/01/21	216	202107	310-51300-34000					YVONNE SHOUEY	*	3,050.25	483.76	004805
7/01/21	216	202107	310-51300-35100							MANAGEMENT FEES JUL21	*	266.67		
7/01/21	216	202107	310-51300-51000							INFORMATION TECH JUL21	*	.36		
7/01/21	216	202107	310-51300-42000							OFFICE SUPPLIES	*	6.12		
7/01/21	216	202107	310-51300-42000							POSTAGE	*			
GOVERNMENTAL MANAGEMENT SERVICES														
7/13/21	00105	6/30/21	CDD06302	202104	320-53800-49100						*	386.92	3,323.40	004806
6/30/21	CDD06302	202105	320-53800-49100							HOME DEPOT-4 WATERGUARDS	*	395.60		
7/07/21	44384	202107	320-53800-12000							ONSITE SERVICES JUL21	*	12,299.84		
RIDA ASSOC. LIMITED PARTNERSHIP														
												13,082.36	004807	
TOTAL FOR BANK A												111,159.94		
TOTAL FOR REGISTER												111,159.94		
CHMP CHAMP GATE TWISCARRA														

## SECTION 2



**ChampionsGate  
Community Development District**

**Unaudited Financial Reporting  
June 30, 2021**



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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  
June 30, 2021

	Governmental Fund Types	
	General Fund	Capital Projects Fund
Totals 2021		
<b>ASSETS</b>		
<u>Cash</u>		
Operating Account	\$493,734	---
Capital Reserves	---	\$20,964
State Board of Administration	---	\$601,359
Due from Other	\$2,768	---
<b>TOTAL ASSETS</b>	<b>\$496,502</b>	<b>\$622,322</b>
<b>LIABILITIES</b>		
Accounts Payable	\$1,476	---
<b>Fund Equity and Other Credits</b>		
Restricted for Debt Service	---	---
Assigned for Capital Projects	---	\$622,322
Unassigned	\$495,026	---
<b>TOTAL LIABILITIES &amp; FUND EQUITY &amp; OTHER CREDITS</b>	<b>\$496,502</b>	<b>\$622,322</b>
		<b>\$1,118,825</b>

# ChampionsGate

## Community Development District

### General Fund

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

	General Fund Budget	Prorated Budget Thru 6/30/21	Actual Thru 6/30/21	Variance
<b>Revenues:</b>				
Special Assessments	\$729,046	\$729,046	\$732,493	\$3,447
<b>Total Revenues</b>	<b>\$729,046</b>	<b>\$729,046</b>	<b>\$732,493</b>	<b>\$3,447</b>
<b>Expenditures:</b>				
<u>Administrative</u>				
Supervisors Fees	\$6,000	\$4,500	\$3,600	\$900
FICA Expense	\$459	\$344	\$275	\$69
Engineering	\$10,000	\$7,500	\$4,434	\$3,066
Attorney	\$22,500	\$16,875	\$9,864	\$7,011
Annual Audit	\$4,000	\$4,000	\$4,000	\$0
Management Fees	\$36,603	\$27,452	\$27,452	\$0
Information Technology	\$3,200	\$2,400	\$2,400	(\$0)
Collection Agent	\$5,000	\$5,000	\$5,000	\$0
Telephone	\$100	\$75	\$0	\$75
Postage	\$1,500	\$1,125	\$995	\$130
Insurance	\$11,700	\$11,700	\$11,118	\$582
Printing & Binding	\$1,000	\$750	\$221	\$529
Legal Advertising	\$1,500	\$1,125	\$0	\$1,125
Other Current Charges	\$250	\$188	\$62	\$126
Property Appraiser Fee	\$400	\$303	\$303	\$0
Property Taxes	\$50	\$38	\$0	\$38
Office Supplies	\$250	\$188	\$94	\$94
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
<b>Total Administrative</b>	<b>\$104,687</b>	<b>\$83,737</b>	<b>\$69,992</b>	<b>\$13,744</b>
<u>Maintenance</u>				
Property Insurance	\$22,600	\$22,600	\$22,581	\$19
Landscape Maintenance Contract	\$139,583	\$104,687	\$103,937	\$750
Landscape Miscellaneous	\$8,000	\$6,000	\$3,555	\$2,445
Irrigation System/Maintenance	\$25,000	\$18,750	\$10,917	\$7,833
Lakes/Fountains	\$13,200	\$9,900	\$9,271	\$629
Lighting	\$8,000	\$6,000	\$1,054	\$4,946
Miscellaneous	\$4,465	\$3,349	\$2,185	\$1,164
Painting Public Areas	\$600	\$450	\$0	\$450
Traffic Signals	\$10,000	\$7,500	\$5,034	\$2,466
Sidewalks	\$10,000	\$7,500	\$0	\$7,500
Signage	\$6,000	\$4,500	\$0	\$4,500
Trash Removal	\$4,500	\$3,375	\$3,898	(\$523)
Electric	\$52,000	\$39,000	\$28,878	\$10,122
Water/Sewer	\$500	\$375	\$135	\$240
Security	\$35,000	\$26,250	\$10,285	\$15,965
Onsite Management	\$147,600	\$110,700	\$110,699	\$1
Mosquito Control	\$7,600	\$5,700	\$3,740	\$1,960
Transfer Out - Capital Reserve	\$129,711	\$129,711	\$129,711	\$0
<b>Total Maintenance</b>	<b>\$624,359</b>	<b>\$506,347</b>	<b>\$445,879</b>	<b>\$60,468</b>
<b>Total Expenditures</b>	<b>\$729,046</b>	<b>\$590,084</b>	<b>\$515,872</b>	<b>\$74,212</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$0</b>		<b>\$216,621</b>	
<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$278,405</b>	
<b>Fund Balance - Ending</b>	<b>\$0</b>		<b>\$495,026</b>	

**ChampionsGate**  
**Community Development District**

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

	Capital Reserves Budget	Prorated Budget Thru 6/30/21	Actual Thru 6/30/21	Variance
<b><u>Revenues:</u></b>				
Transfer In	\$129,711	\$129,711	\$129,711	\$0
Interest	\$4,000	\$3,000	\$748	(\$2,252)
<b>Total Revenues</b>	<b>\$133,711</b>	<b>\$132,711</b>	<b>\$130,459</b>	<b>(\$2,252)</b>
<b><u>Expenditures:</u></b>				
Contingency	\$0	\$0	\$8	(\$8)
Capital Projects - Other	\$100,000	\$75,000	\$154,316	(\$79,316)
<b>Total Expenditures</b>	<b>\$100,000</b>	<b>\$75,000</b>	<b>\$154,324</b>	<b>(\$79,324)</b>
 <b>Excess Revenues (Expenditures)</b>	 <b>\$33,711</b>		 <b>(\$23,865)</b>	
 <b>Fund Balance - Beginning</b>	 <b>\$493,440</b>		 <b>\$646,188</b>	
 <b>Fund Balance - Ending</b>	 <b>\$527,160</b>		 <b>\$622,322</b>	



**ChampionsGate CDD**

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	M ay-21	Jun-21	Jul-21	Aug-21	Sep-21	Tota l
<b>Revenues:</b>													
Special Assessments	\$0	\$68,729	\$981,056	\$11,087	\$23,483	\$4,267	\$28,797	\$3,112	\$10,961	\$0	\$0	\$0	\$732,493
<b>Total IR revenues</b>	<b>\$0</b>	<b>\$68,729</b>	<b>\$981,056</b>	<b>\$11,087</b>	<b>\$23,488</b>	<b>\$4,267</b>	<b>\$28,797</b>	<b>\$3,112</b>	<b>\$10,961</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$732,493</b>
<b>Expenditures:</b>													
<b>Administrative</b>													
Supervisors Fees	\$0	\$0	\$600	\$0	\$1,000	\$0	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$3,600
FICA Expense	\$0	\$0	\$48	\$0	\$77	\$0	\$77	\$77	\$0	\$0	\$0	\$0	\$275
Engineering	\$0	\$0	\$125	\$0	\$266	\$875	\$2,181	\$896	\$0	\$0	\$0	\$0	\$4,434
Attorney	\$60	\$985	\$810	\$0	\$1,660	\$0	\$5,379	\$960	\$210	\$0	\$0	\$0	\$9,864
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	\$3,050	\$3,050	\$0	\$0	\$0	\$27,452
Information Technology	\$267	\$267	\$267	\$267	\$267	\$267	\$267	\$267	\$267	\$0	\$0	\$0	\$2,400
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	\$238	\$237	\$8	\$0	\$0	\$0	\$995
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	\$64	\$61	\$0	\$0	\$0	\$221
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	\$82
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	\$23	\$23	\$1	\$23	\$0	\$23	\$23	\$0	\$0	\$0	\$94
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$19,709</b>	<b>\$7,925</b>	<b>\$5,143</b>	<b>\$3,404</b>	<b>\$7,074</b>	<b>\$4,263</b>	<b>\$12,193</b>	<b>\$6,674</b>	<b>\$3,618</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$69,992</b>
<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	\$11,549	\$11,549	\$0	\$0	\$0	\$103,937
Landscape Miscellaneous	\$0	\$0	\$0	\$0	\$1,875	\$380	\$1,320	\$0	\$0	\$0	\$0	\$0	\$3,555
Irrigation System/Maintenance	\$3,193	\$0	\$850	\$2,763	\$0	\$932	\$3,178	\$0	\$0	\$0	\$0	\$0	\$10,917
Lakes/Fountains	\$1,970	\$620	\$620	\$620	\$620	\$870	\$2,311	\$620	\$670	\$0	\$0	\$0	\$9,271
Lighting	\$0	\$0	\$1,054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,054
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$1,281	\$419	\$484	\$0	\$0	\$0	\$2,165
Painting Public Areas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Traffic Signals	\$218	\$218	\$1,116	\$708	\$218	\$782	\$1,338	\$218	\$218	\$0	\$0	\$0	\$5,034
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	\$398	\$403	\$641	\$411	\$417	\$415	\$418	\$0	\$0	\$0	\$3,898
Electric	\$3,918	\$3,887	\$3,894	\$4,163	\$2,715	\$2,716	\$2,520	\$2,570	\$2,527	\$0	\$0	\$0	\$28,878
Water/Sewer	\$13	\$13	\$13	\$13	\$13	\$11	\$19	\$23	\$15	\$0	\$0	\$0	\$136
Security	\$0	\$0	\$1,870	\$2,970	\$1,320	\$2,585	\$0	\$1,540	\$0	\$0	\$0	\$0	\$10,285
Onsite Management	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$0	\$0	\$0	\$110,699
Mosquito Control	\$935	\$935	\$0	\$0	\$0	\$0	\$0	\$935	\$935	\$0	\$0	\$0	\$3,740
Transfer Out - Capital Reserve	\$0	\$0	\$129,711	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$129,711
<b>Total Maintenance</b>	<b>\$6,974</b>	<b>\$29,918</b>	<b>\$163,596</b>	<b>\$35,488</b>	<b>\$31,250</b>	<b>\$32,516</b>	<b>\$36,232</b>	<b>\$30,589</b>	<b>\$29,316</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$44,879</b>
<b>Total Administrative &amp; Maintenance</b>	<b>\$26,683</b>	<b>\$37,843</b>	<b>\$168,740</b>	<b>\$38,892</b>	<b>\$38,324</b>	<b>\$36,779</b>	<b>\$48,425</b>	<b>\$37,262</b>	<b>\$32,934</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$515,872</b>
<b>Total Expenditures</b>	<b>\$26,683</b>	<b>\$37,843</b>	<b>\$168,740</b>	<b>\$38,892</b>	<b>\$38,324</b>	<b>\$36,779</b>	<b>\$48,425</b>	<b>\$37,262</b>	<b>\$32,934</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$515,872</b>
<b>Exc as Revenue (Expenditures)</b>	<b>(\$26,683)</b>	<b>\$30,886</b>	<b>\$412,316</b>	<b>(\$27,806)</b>	<b>(\$14,841)</b>	<b>(\$32,502)</b>	<b>(\$18,628)</b>	<b>(\$34,150)</b>	<b>(\$21,973)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$216,621</b>

**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
5/11/21	ACH	\$ 3,097.87	\$ -	\$ 61.95	\$ -	\$ 3,035.92	\$ 3,035.92	\$ 3,035.92
5/12/21	ACH	\$ 78.02	\$ 1.56	\$ -	\$ -	\$ 76.46	\$ 76.46	\$ 76.46
6/8/21	ACH	\$ 943.11	\$ -	\$ 18.87	\$ -	\$ 924.24	\$ 924.24	\$ 924.24
6/25/21	ACH	\$ 10,241.66	\$ -	\$ 204.83	\$ -	\$ 10,036.83	\$ 10,036.83	\$ 10,036.83
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		\$ 775,900.76	\$ 28,542.35	\$ 14,865.24	\$ -	\$ 732,493.17	\$ 732,493.17	\$ 732,493.17

## SECTION 3

**NOTICE OF MEETING DATES  
CHAMPIONSGATE  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the *ChampionsGate Community Development District* will hold their regularly scheduled public meetings for the **Fiscal Year 2022 at 2:00 PM at the Offices of Rida Associates, 8390 ChampionsGate Blvd., Suite 104, ChampionsGate, FL 33896** on the second Monday of the month as follows:

**December 13, 2021**

**February 14, 2022**

**April 11, 2022**

**May 9, 2022**

**July 11, 2022**

**August 8, 2022**

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for the meetings may be obtained from the District Manager, at 219 E. Livingston Street, Orlando, FL 32801.

A meeting may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint  
Governmental Management Services - Central Florida, LLC  
District Manager