

*ChampionsGate Community
Development District*

Agenda

September 9, 2024

AGENDA

ChampionsGate

Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 3, 2024

Board of Supervisors
ChampionsGate Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the ChampionsGate Community Development District will be held **Monday, September 9, 2024, 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 July 15, 2024 Meeting
4. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Review of Annual Engineer's Report
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - D. On-Site Manager's Report
 - i. Contract Renewals
 1. Consideration of Landscape Maintenance Services Agreement with Weber Environmental Services, LLC
 2. Consideration of Water Management Agreement with The Lake Doctors, Inc.
 3. Consideration of Mosquito Management Service Agreement with Clarke Environmental Mosquito Management, Inc
5. Other Business
6. Supervisor's Requests
7. Adjournment

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

Sincerely,



Jason M. Showe
District Manager

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

Enclosures

SECTION III

**MINUTES OF MEETING
CHAMPIONSGATE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the ChampionsGate Community Development District was held Monday, **July 15, 2024** 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 <i>by telephone</i>
Elizabeth Allen	Assistant Secretary <i>by telephone</i>
Darlene Clevenger	Assistant Secretary
Douglas Cady	Assistant Secretary

Also present were:

Jason Showe	District Manager
Scott Clark	District Counsel
Pete Glasscock	Hanson Walter <i>by telephone</i>
Marc Reicher	RIDA Associates
Evan Fracaso	RIDA Associates

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the May 13, 2024 Meeting

On MOTION by Mr. Dawson seconded by Ms. Clevenger with all in favor the minutes of the May 13, 2024 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Public Hearing

On MOTION by Ms. Clevenger seconded by Mr. Cady with all in favor the public hearing was opened.

A. Consideration of Resolution 2024-02 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations

Mr. Showe stated Resolution 2024-02 adopts the proposed fiscal year 2025 budget, a copy of which is attached as Exhibit A. The budget is very similar to what you saw earlier in the year with no change in assessments.

On MOTION by Mr. Dawson seconded by Mr. Cady with all in favor Resolution 2024-02 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations was approved.

B. Consideration of Resolution 2024-03 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe stated Resolution 2024-03 levies the assessments on all the properties in the district. Exhibit A will be the final adopted budget and Exhibit B to the resolution is the tax roll.

On MOTION by Ms. Clevenger seconded by Mr. Cady with all in favor Resolution 2024-03 Imposing Special Assessments and Certifying an Assessment Roll was approved.

On MOTION by Mr. Dawson seconded by Ms. Clevenger with all in favor the public hearing was closed.

FIFTH ORDER OF BUSINESS

Review and Acceptance of the Fiscal Year 2023 Audit Report

Mr. Showe stated next is acceptance of the audit report. Under the report to management there were no prior year or current year findings or recommendations, it is a clean audit.

On MOTION by Mr. Cady seconded by Mr. Dawson with all in favor the fiscal year 2023 audit was accepted.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2024-04
Declaring Vacancies in Certain Seats**

Mr. Showe stated Resolution 2024-04 declares a vacancy in seat 2, currently held by Mr. Tennyson. Mr. Tennyson tried to qualify and no one else qualified for the seat. We declare the seat vacant and after the election you can reappoint him to seat 2.

On MOTION by Ms. Clevenger seconded by Mr. Dawson with all in favor Resolution 2024-04 Declaring Vacancies in Certain Seats was approved.

SEVENTH ORDER OF BUSINESS

Adoption of District Goals and Objectives

Mr. Showe stated the legislature passed House Bill 7013 that now requires districts to have goals and objectives that are measurable. It went into effect July 1st and it is required to be posted on your website by October 1st.

Mr. Clark stated one of the big issues in this legislation is that they found that a lot of special districts are on the books and they are inactive and they are trying to weed those out and find out which ones are really needed and which ones are serving a function. In the course of that legislation somebody got an idea and said why don't we make all of our special districts have goals and objectives and report on whether they are meeting them. We have this piece of legislation that asks you to do some measure of long-term planning on a very short string and then measure what you are planning. There is no accountability associated with this, there are no consequences, they don't tell you what needs to be in your plan other than very vague language that says the objectives and facilities that you are required to manage. Generally, what we are doing in our districts is not very elaborate, we are a CDD, these are the things that we do, we are going to put a doctrine out there that says this is what we do and suggest a way that we manage whether we accomplish that or not. GMS has put together a set of standards that is adequate for most districts. I think it is adequate for this district, I recommend we approve this.

On MOTION by Ms. Clevenger seconded by Mr. Dawson with all in favor the district goals and objectives were adopted.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Clark stated we did succeed in getting the Toho Agreement signed. There were a few changes, non-substantive. I don't know when they are going to begin working.

Mr. Fracaso stated they are looking to open bids in August, securing materials in September, start in October.

Mr. Clark stated our goal of them getting all the work done during slow season didn't happen.

Mr. Reicher asked what is the duration of the project?

Mr. Fracaso stated 60-90 days.

Mr. Clark stated other than that I previously discussed conversations I have had with FDOT regarding the electric at the interchange. We put that on hold because of bigger fish to fry related to the interchange. In discussion maybe you will give us an update at the end of the meeting.

B. Engineer

There being no comments, the next item followed.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Cady 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. Approval of Fiscal Year 2025 Meeting Schedule

On MOTION by Mr. Dawson seconded by Ms. Clevenger with all in favor the fiscal year 2025 meeting schedule was approved.

D. Onsite Manager's Report**i. Review of Landscape Proposals**

Mr. Fracaso stated I reported at the last meeting that Weber was discussing some significant price increases to their current maintenance contract. Originally, they came in at 12% and 15%, I got them down to 10% and 12% respectively for the next two years. They feel that number gets them more in line with their current costs to operate. I reached out to Floralawn to get a proposal. Weber's cost came in at \$162,975, Floralawn for the same scope was \$189,373 but that should be \$183,000 because they included the mulch, which we do separate. Floralawn's number was not enough to cover what we need to mulch. I think we continue to move forward with Weber for 2024/2025 and 2025/2026 fiscal year.

I do have a cost from Clarke environmental to expand our current services from May through November to March through November that would result in a \$2,300 annual increase if we choose to do that. Currently we are at \$6,741 and it is \$9,000 to start in March instead of May.

NINTH ORDER OF BUSINESS**Other Business**

Mr. Reicher stated two years ago the Florida budget had excess and the governor gave \$4 billion to FDOT to use as they saw fit and the express lanes from 192 all the way to Osceola Parkway were born as a concept in two separate legs and the Poinciana Connector was also in that tranche. They are currently under design from Highway 27 north and we have been working with FDOT to make sure we have appropriate access in and out of those lanes. For all practical purposes, design has started. We are hoping to continue to address the traffic issue on I-4 and get those express lanes working and get those workers in the morning going all the way through. There is limited access so the express lanes go for some distance, it goes almost all the way to Osceola Parkway.

Someone is building the last connector on Westside Boulevard. I'm hoping we will have that done in the next 6-10 months.

The last piece of property I have left in the Village behind Chili's and Red Robin I have submitted along with Osceola County to become one of the federal super charger sites. I have been working on this for three years.

We did get approval from our partners so we are going to add some retail just beyond the Osceola/Polk County line, about 25,000 square feet of retail.

TENTH ORDER OF BUSINESS **Supervisor’s Requests**

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS **Audience Comments**

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Dawson seconded by Ms. Clevenger with all in favor the meeting adjourned at 2:43 p.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION B



July 8, 2024

Mr. Jason Showe
Governmental Management Services - District Manager
Champions Gate Community Development District
219 E. Livingston St.
Orlando, FL 32801

Re: Consulting Engineer's Report, Section 9.21 of the Master Trust Indenture
Champions Gate Community Development District
HWA #4832-07

Dear Mr. Showe:

Hanson, Walter & Associates, Inc., in accordance with Section 9.21 of the Master Trust Indenture, has completed our annual review of the portions of the project within the ChampionsGate Community Development District. We have performed an overall site inspection of District owned facilities and are relying on District sources we believe as credible and what has been represented to us is accurate to the best of our knowledge. We find these portions have been maintained in sufficiently good repair with the following exception(s), which are also indicated on the attached color aerial map exhibit;

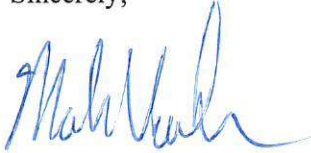
1. The weir structure south of the apartments is starting to become overgrown with vegetation. The structure should be cleared for proper control of flow of stormwater to the pond. This effort should be completed by District Staff.
2. The soil in the bank at the mitered end section on the South slope has eroded away and the void should be filled with dirt and re-sodded. This effort should be completed by District Staff.
3. The sidewalk has visual cement markings of footprints and bike trails along S Goodman Rd. The sidewalk should be repaired. The estimated cost to repair the sidewalk is \$100.
4. The sidewalk along North side of Championsgate Blvd. has a large crack and should be repaired. The estimated cost for repair is \$300.
5. Numerous Sidewalk cracks and or Joints have more than the ADA allowable elevation change. Please see attached map for locations. The estimated cost for repairs is \$2,000.
6. The Outfall Structure on Legends needs to be cleared of vegetation and trash. This effort should be completed by District Staff.
7. The Wier and Skimmer along the Wetland on the East side of Masters Blvd. (South end) needs to be cleared of overgrown vegetation. This effort should be completed by District Staff.
8. The grate atop the control structure on the West side of the shopping center is starting to fill with debris. The control structure grate should be cleaned out for proper drainage. This effort should be completed by District Staff.

It is our opinion that the Operations and Maintenance budget for the fiscal year 2024 is sufficient for proper maintenance of the Champions Gate Community Development District.

In addition, the current limits of insurance coverage for Hanson, Walter & Associates, Inc., are adequate in accordance with Section 9.14 of the Master Trust Indenture and the District carries insurance that is similar to other Districts we are familiar with and the coverage is typical of other Districts for the infrastructure that is managed by the District. However, insurance requirements in general are not an area of expertise of Hanson, Walter & Associates, Inc.

If you should have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Vincutonis".

Mark Vincutonis, P.E.
attachment

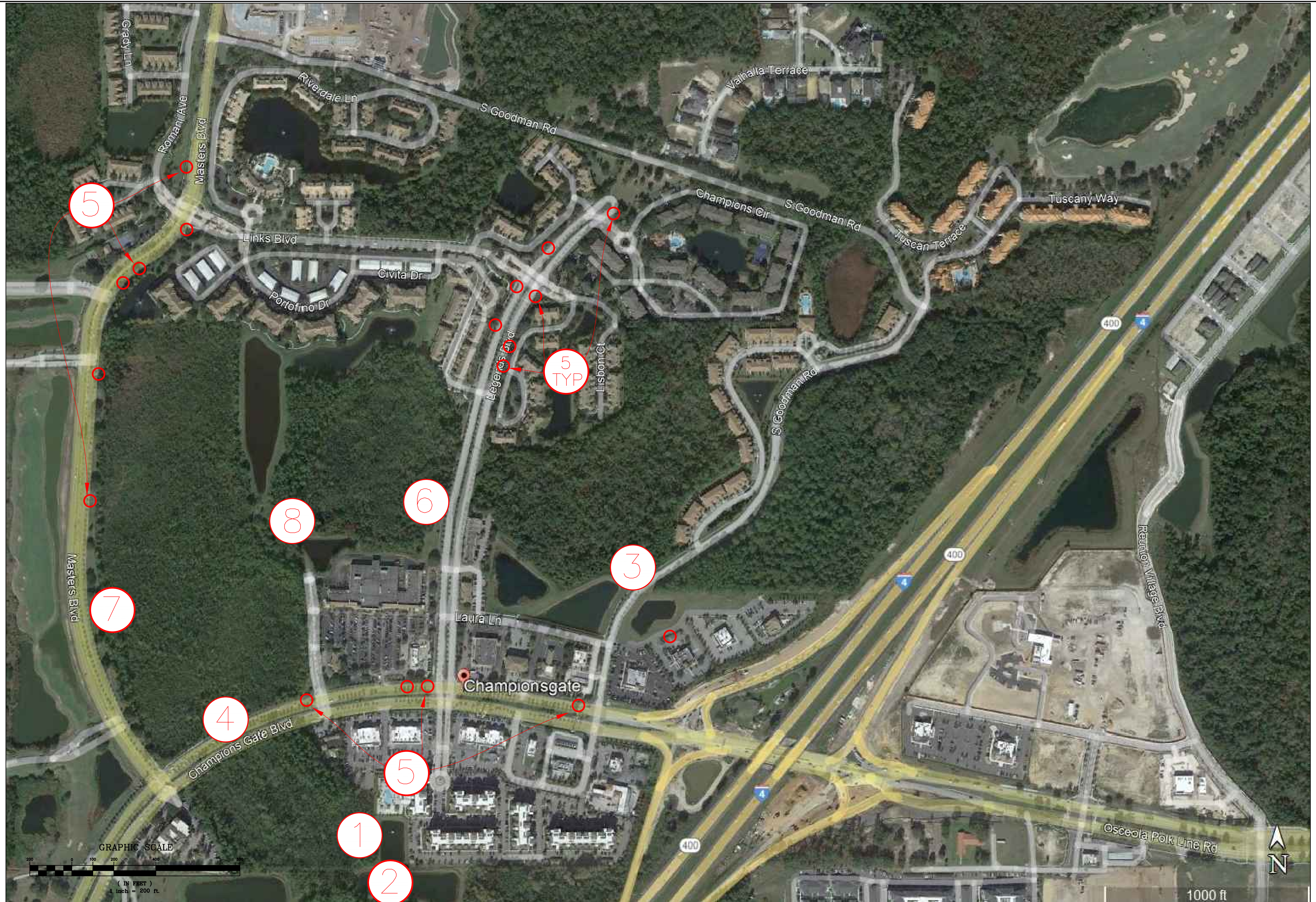


HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING. SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
Website: www.hansonwalter.com

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DESIGN	DESIGN	FB#	FIELDBOOK	SEC	33
DRAWN		PAGE	PGE	TWP	25 S.
CK'D		SCALE	AS SHOWN	RGE	27 E.
CAD#	4832-07	DATE OF SURVEY	DATE	DATE	BY
REVISIONS					

8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741
 PHONE (407) 847-9433 FAX (407) 847-2499
 ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

HWA
 CHAMPIONSGATE
 COMMUNITY DEVELOPMENT DISTRICT

2024 ANNUAL REPORT
 LOCATION MAP

SHEET NO.
 1 of 1
 JOB# 4832-07

I:\4832-07\ENGINEERING\CAD\ENGINEERS\REPORTS\Annual Report\Reports\2024 Trust\Inventure Annual Report\4832-07 2024 map.dwg • Jun 13, 2024 8:27am • plotted by RSpurlock

SECTION C

SECTION i

ChampionsGate

Community Development District

Summary of Invoices

July 1, 2024 - August 31, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	7/2/24	5314-5317	\$ 14,459.95
	7/10/24	5318-5320	13,215.64
	7/11/24	5321	3,870.31
	7/17/24	5322-5324	6,225.00
	7/25/24	5325-5326	2,703.05
	8/1/24	5327-5329	4,388.13
	8/8/24	5330-5334	31,630.73
	8/15/24	5335-5338	6,302.56
	8/22/24	5339	963.05
	8/27/24	5340	350.00
			\$ 84,108.42
Payroll			
	<u>July 2024</u>		
	Darin Tennyson	50447	\$184.70
	Darlene Clevenger	50448	\$162.70
	Douglas Cady	50449	\$184.70
	Elizabeth Allen	50450	\$184.70
	Lee Dawson	50451	\$184.70
			\$901.50
TOTAL			\$ 85,009.92

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/02/24	00030	7/02/24	18800	202406	310	51300	31500		CLARK & ALBAUGH, LLP	*	195.00	195.00	005314
7/02/24	00105	7/01/24	45474	202407	320	53800	12000		RIDA ASSOC. LIMITED PARTNERSHIP	*	12,299.84	12,299.84	005315
7/02/24	00048	6/30/24	2406-028	202406	320	53800	47200		TRAFFIC ENGINEERING & MANAGEMENT	*	839.20	1,286.20	005316
		7/01/24	2407-002	202407	320	53800	47200			*	447.00		
7/02/24	00157	6/21/24	93878	202406	320	53800	35100		WEBER ENVIRONMENTAL SERVICES LLC	*	284.67	678.91	005317
		6/21/24	93879	202406	320	53800	35100			*	52.62		
		6/24/24	93903	202406	320	53800	35100			*	227.06		
		6/25/24	93914	202406	320	53800	35100			*	114.56		
7/10/24	00026	7/02/24	1884518	202407	320	53800	46700		THE LAKE DOCTORS, INC.	*	495.00	495.00	005318
7/10/24	00004	6/21/24	95729008	202406	310	51300	48000		ORLANDO SENTINEL	*	594.50	594.50	005319
7/10/24	00157	7/02/24	94450	202407	320	53800	46200		WEBER ENVIRONMENTAL SERVICES LLC	*	12,126.14	12,126.14	005320
7/11/24	00049	7/01/24	256	202407	310	51300	34000		MANAGEMENT FEES JUL24	*	3,362.92		
		7/01/24	256	202407	310	51300	35200		WEBSITE ADMIN JUL24	*	116.67		
		7/01/24	256	202407	310	51300	35100		INFORMTION TECH JUL24	*	150.00		
		7/01/24	256	202407	310	51300	51000		OFFICE SUPPLIES	*	.30		
		7/01/24	256	202407	310	51300	42000		POSTAGE	*	39.67		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		7/01/24	256A	202406	310	51300	48000		ORLANDO SENT-QUALIFY CAND	*	200.75		
									GOVERNMENTAL MANAGEMENT SERVICES			3,870.31	005321
7/17/24	00153	7/12/24	25630605	202406	320	53800	34500		SCRTY 06/05/24 - 06/28/24	*	2,860.00		
									EZRA JACKSON			2,860.00	005322
7/17/24	00139	7/12/24	27370603	202406	320	53800	34500		SCRTY 06/03/24 - 06/20/24	*	2,340.00		
		7/12/24	27370603	202406	320	53800	34500		MTHLY SCHEDULER FEE JUN24	*	750.00		
									MAURICE NORMAN VILSAINT DBA			3,090.00	005323
7/17/24	00157	7/11/24	94801	202407	320	53800	46300		FLUSH CUT TREE-LEAN SDWLK	*	275.00		
									WEBER ENVIRONMENTAL SERVICES LLC			275.00	005324
7/25/24	00047	7/15/24	1034121	202407	320	53800	46900		MOSQUITO MGMT SERV JUL24	*	963.05		
									CLARKE ENVIRONMENTAL MOSQUITO MGMT			963.05	005325
7/25/24	00095	7/18/24	5291458	202406	310	51300	31100		ANN.Indenture SITE INSPCT	*	1,740.00		
									HANSON, WALTER & ASSOCIATES, INC.			1,740.00	005326
8/01/24	00030	8/01/24	18828	202407	310	51300	31500		MTG/LMS AGR/WEBER/MOSQUIT	*	2,987.50		
									CLARK & ALBAUGH, LLP			2,987.50	005327
8/01/24	00022	7/16/24	33706A	202407	320	53800	46800		QTRLY FOUNTAIN CLN JUL24	*	250.00		
		7/25/24	33801A	202407	320	53800	46800		2ARCH.FOUNTAIN CLN JUL24	*	350.00		
		7/25/24	33801A	202407	320	53800	46800		INSTALL FILTER CARTRIDGE	*	353.63		
									FOUNTAIN DESIGN GROUP, INC.			953.63	005328
8/01/24	00048	8/01/24	2408-004	202408	320	53800	47200		TRAFFIC SIGNAL MNT AUG24	*	447.00		
									TRAFFIC ENGINEERING & MANAGEMENT			447.00	005329
8/08/24	00153	7/31/24	25630701	202407	320	53800	34500		SCRTY 07/01/24 - 07/31/24	*	2,860.00		
									EZRA JACKSON			2,860.00	005330

CHMP CHAMP GATE TVISCARRA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/08/24	00026	8/07/24	1884519	202408	320	53800	46700		MTHLY WATER MGMT AUG24 THE LAKE DOCTORS, INC.	*	495.00	495.00	005331
8/08/24	00139	7/31/24	27370701	202407	320	53800	34500		MTHLY SCHEDULER FEE JUL24	*	750.00		
		7/31/24	27370702	202407	320	53800	34500		SCRTY 07/02/24 - 07/31/24 MAURICE NORMAN VILSAINT DBA	*	2,340.00	3,090.00	005332
8/08/24	00105	8/02/24	45506	202408	320	53800	12000		ONSITE SERVICES AUG24 RIDA ASSOC. LIMITED PARTNERSHIP	*	12,299.84	12,299.84	005333
8/08/24	00157	7/31/24	96046	202407	320	53800	35100		RPR LEGENDS/MAINLIN/1806	*	759.75		
		8/01/24	95760	202408	320	53800	46200		LAWN MAINTENANCE AUG24 WEBER ENVIRONMENTAL SERVICES LLC	*	12,126.14	12,885.89	005334
8/15/24	00043	7/02/24	29053	202407	320	53800	49100		12 CUSTOM CG FLG/6NYL-BRT FLAG WORLD, INC	*	1,093.65	1,093.65	005335
8/15/24	00049	8/01/24	257	202408	310	51300	34000		MANAGEMENT FEES AUG24	*	3,362.92		
		8/01/24	257	202408	310	51300	35200		WEBSITE ADMIN AUG24	*	116.67		
		8/01/24	257	202408	310	51300	35100		INFORMATION TECH AUG24	*	150.00		
		8/01/24	257	202408	310	51300	51000		OFFICE SUPPLIES	*	.36		
		8/01/24	257	202408	310	51300	42000		POSTAGE	*	31.49		
		8/01/24	257	202408	310	51300	42500		COPIES GOVERNMENTAL MANAGEMENT SERVICES	*	21.00	3,682.44	005336
8/15/24	00095	8/15/24	5291716	202407	310	51300	31100		MTG/ANN.TRST RPT/SDWK PNL HANSON, WALTER & ASSOCIATES, INC.	*	1,161.25	1,161.25	005337
8/15/24	00149	6/20/24	CDD-7614	202407	320	53800	49100		HOMEDEPOT-W&G KILL/TWL/BG RIDA REALITY INVESTMENTS CORP	*	365.22	365.22	005338

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/22/24	00047	8/15/24 1034855	202408 320-53800-46900	MOSQUITO MGMT SERV AUG24	*	963.05	
							963.05 005339
-----							-----
8/27/24	00022	8/26/24 34055A	202408 320-53800-46800	2ARCH FOUNTAIN CLN AUG24	*	350.00	
							350.00 005340
-----							-----
TOTAL FOR BANK A						84,108.42	
TOTAL FOR REGISTER						84,108.42	

CHMP CHAMP GATE TVISCARRA

SECTION ii

ChampionsGate
Community Development District

Unaudited Financial Reporting
August 31, 2024



Table of Contents

1 Balance Sheet

2-3 General Fund Income Statement

4 Capital Reserve Fund

5 Month to Month

6 Assessment Receipt Schedule

ChampionsGate
Community Development District
Balance Sheet
August 31, 2024

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash - Truist Bank	\$ 110,478	\$ 92,844	\$ 203,322
State Board of Administration	\$ 491,989	\$ 562,298	\$ 1,054,287
Total Assets	\$ 602,467	\$ 655,142	\$ 1,257,609
Liabilities:			
Accounts Payable	\$ -	\$ -	\$ -
Total Liabilities	\$ -	\$ -	\$ -
Fund Balances:			
Assigned For Capital Reserves	\$ -	\$ 655,142	\$ 655,142
Unassigned	\$ 602,467	\$ -	\$ 602,467
Total Fund Balances	\$ 602,467	\$ 655,142	\$ 1,257,609
Total Liabilities & Fund Equity	\$ 602,467	\$ 655,142	\$ 1,257,609

ChampionsGate

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/24	Thru 08/31/24	Variance
Revenues:				
Special Assessments	\$ 729,046	\$ 729,046	\$ 733,463	\$ 4,417
Interest	\$ 6,750	\$ 6,188	\$ 27,670	\$ 21,483
Miscellaneous Revenues	\$ -	\$ -	\$ 7,310	\$ 7,310
Total Revenues	\$ 735,796	\$ 735,234	\$ 768,444	\$ 33,210
Expenditures:				
Administrative:				
Supervisor Fees	\$ 6,000	\$ 5,500	\$ 4,600	\$ 900
FICA Expense	\$ 459	\$ 421	\$ 352	\$ 69
Engineering Fees	\$ 10,000	\$ 9,167	\$ 4,729	\$ 4,438
Attorney	\$ 22,500	\$ 20,625	\$ 17,580	\$ 3,045
Annual Audit	\$ 3,500	\$ 3,500	\$ 3,500	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 40,355	\$ 36,992	\$ 36,992	\$ (0)
Information Technology	\$ 1,800	\$ 1,650	\$ 1,650	\$ -
Website Maintenance	\$ 1,400	\$ 1,283	\$ 1,283	\$ (0)
Telephone	\$ 100	\$ 92	\$ -	\$ 92
Postage	\$ 500	\$ 458	\$ 344	\$ 114
Insurance	\$ 13,600	\$ 13,600	\$ 12,784	\$ 816
Printing & Binding	\$ 500	\$ 458	\$ 60	\$ 398
Legal Advertising	\$ 2,500	\$ 2,292	\$ 795	\$ 1,496
Other Current Charges	\$ 1,000	\$ 917	\$ 1,671	\$ (755)
Property Appraiser Fees	\$ 550	\$ 550	\$ 465	\$ 85
Office Supplies	\$ 125	\$ 115	\$ 19	\$ 96
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Administrative:	\$ 110,064	\$ 102,794	\$ 92,000	\$ 10,794
Operations & Maintenance				
Property Insurance	\$ 44,450	\$ 44,450	\$ 42,606	\$ 1,844
Landscape Maintenance	\$ 145,514	\$ 133,388	\$ 133,388	\$ 0
Landscape Contingency	\$ 25,000	\$ 22,917	\$ 51,395	\$ (28,478)
Irrigation System/Maintenance	\$ 25,000	\$ 22,917	\$ 8,105	\$ 14,811
Lake Maintenance	\$ 5,940	\$ 5,445	\$ 5,445	\$ -
Fountain Maintenance	\$ 8,060	\$ 7,388	\$ 8,560	\$ (1,172)
Lighting	\$ 8,000	\$ 7,333	\$ 9,687	\$ (2,354)
Miscellaneous	\$ 6,000	\$ 5,500	\$ 2,707	\$ 2,793
Painting Public Areas	\$ 1,500	\$ 1,375	\$ 2,591	\$ (1,216)
Traffic Signals	\$ 8,000	\$ 7,333	\$ 9,560	\$ (2,227)
Sidewalks	\$ 35,000	\$ 32,083	\$ 28,950	\$ 3,133
Signage	\$ 6,500	\$ 5,958	\$ 5,032	\$ 926
Trash Removal	\$ 4,881	\$ 4,474	\$ 2,650	\$ 1,825
Electric	\$ 35,000	\$ 32,083	\$ 29,462	\$ 2,621
Water/Sewer	\$ 300	\$ 275	\$ 263	\$ 12
Security	\$ 70,000	\$ 64,167	\$ 60,280	\$ 3,887
Onsite Management	\$ 147,600	\$ 135,300	\$ 135,298	\$ 2
Mosquito Control	\$ 6,741	\$ 6,179	\$ 5,778	\$ 401
Total Field Operations:	\$ 583,486	\$ 538,566	\$ 541,758	\$ (3,191)

ChampionsGate

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2024

	Adopted	Prorated Budget	Actual	Variance
	Budget	Thru 08/31/24	Thru 08/31/24	
<i>Reserves</i>				
Capital Reserve Transfer	\$ 42,246	\$ 42,246	\$ 42,246	\$ -
Total Reserves	\$ 42,246	\$ 42,246	\$ 42,246	\$ -
Total Expenditures	\$ 735,796	\$ 683,606	\$ 676,004	\$ 7,603
Excess Revenues (Expenditures)	\$ -		\$ 92,440	
Fund Balance - Beginning	\$ -		\$ 510,027	
Fund Balance - Ending	\$ -		\$ 602,467	

ChampionsGate

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/24	Thru 08/31/24	Variance
Revenues:				
Transfer In	\$ 42,246	\$ 42,246	\$ 42,246	\$ -
Interest	\$ 18,000	\$ 16,500	\$ 24,894	\$ 8,394
Total Revenues	\$ 60,246	\$ 58,746	\$ 67,140	\$ 8,394
Expenditures:				
Contingency	\$ 500	\$ 458	\$ 433	\$ 26
Capital Outlay	\$ 100,000	\$ 91,667	\$ 96,187	\$ (4,520)
Total Expenditures	\$ 100,500	\$ 92,125	\$ 96,620	\$ (4,520)
Excess Revenues (Expenditures)	\$ (40,254)	\$ (33,379)	\$ (29,479)	
Fund Balance - Beginning	\$ 631,286		\$ 684,621	
Fund Balance - Ending	\$ 591,032		\$ 655,142	

ChampionsGate
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Special Assessments	\$ -	\$ 67,323	\$ 588,359	\$ 13,765	\$ 10,512	\$ 13,927	\$ 18,303	\$ 3,433	\$ 17,806	\$ 36	\$ -	\$ -	\$ 733,463
Interest	\$ 1,330	\$ 1,301	\$ 2,185	\$ 3,946	\$ 3,643	\$ 3,432	\$ 3,336	\$ 3,056	\$ 2,671	\$ 2,772	\$ -	\$ -	\$ 27,670
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,310
Total Revenues	\$ 1,330	\$ 68,624	\$ 590,544	\$ 17,710	\$ 14,155	\$ 24,668	\$ 21,639	\$ 6,488	\$ 20,477	\$ 2,807	\$ -	\$ -	\$ 768,444
Expenditures:													
Administrative:													
Supervisor Fees	\$ -	\$ -	\$ 800	\$ -	\$ 1,000	\$ -	\$ 800	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 4,600
FICA Expense	\$ -	\$ -	\$ 61	\$ -	\$ 77	\$ -	\$ 61	\$ 77	\$ -	\$ 77	\$ -	\$ -	\$ 352
Engineering Fees	\$ 1,028	\$ -	\$ 288	\$ -	\$ 138	\$ -	\$ 375	\$ -	\$ 1,740	\$ 1,161	\$ -	\$ -	\$ 4,729
Attorney	\$ 98	\$ 1,755	\$ 5,135	\$ 910	\$ 2,698	\$ -	\$ 1,755	\$ 2,048	\$ 195	\$ 2,988	\$ -	\$ -	\$ 17,580
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 3,363	\$ 3,363	\$ 3,363	\$ 3,363	\$ 3,363	\$ 3,363	\$ 3,363	\$ 3,363	\$ 3,363	\$ 3,363	\$ 3,363	\$ -	\$ 36,992
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ 1,650
Website Maintenance	\$ 117	\$ 117	\$ 117	\$ 117	\$ 117	\$ 117	\$ 117	\$ 117	\$ 117	\$ 117	\$ 117	\$ -	\$ 1,283
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 12	\$ 13	\$ 5	\$ 14	\$ 92	\$ 36	\$ 46	\$ 34	\$ 21	\$ 40	\$ 31	\$ -	\$ 344
Insurance	\$ 12,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,784
Printing & Binding	\$ 10	\$ -	\$ -	\$ 4	\$ -	\$ 3	\$ -	\$ 21	\$ 1	\$ -	\$ 21	\$ -	\$ 60
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 795	\$ -	\$ -	\$ -	\$ 795
Other Current Charges	\$ 107	\$ 157	\$ 121	\$ 98	\$ 178	\$ 174	\$ 223	\$ 147	\$ 170	\$ 140	\$ 156	\$ -	\$ 1,671
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ -	\$ 465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 465
Office Supplies	\$ 1	\$ 0	\$ 0	\$ 15	\$ 1	\$ 0	\$ 0	\$ 0	\$ 1	\$ 0	\$ 0	\$ -	\$ 19
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total Administrative:	\$ 22,843	\$ 5,555	\$ 10,040	\$ 4,669	\$ 8,278	\$ 3,843	\$ 10,391	\$ 6,957	\$ 6,552	\$ 9,035	\$ 3,839	\$ -	\$ 92,000
Operations & Maintenance													
Property Insurance	\$ 42,606	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,606
Landscape Maintenance	\$ 12,126	\$ 12,126	\$ 12,126	\$ 12,126	\$ 12,126	\$ 12,126	\$ 12,126	\$ 12,126	\$ 12,126	\$ 12,126	\$ 12,126	\$ -	\$ 133,388
Landscape Contingency	\$ -	\$ 28,000	\$ -	\$ 1,695	\$ 21,425	\$ -	\$ -	\$ -	\$ -	\$ 275	\$ -	\$ -	\$ 51,395
Irrigation System/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 172	\$ 2,826	\$ 114	\$ 3,554	\$ 679	\$ 760	\$ -	\$ -	\$ 8,105
Lake Maintenance	\$ 495	\$ 495	\$ 495	\$ 495	\$ 495	\$ 495	\$ 495	\$ 495	\$ 495	\$ 495	\$ 495	\$ -	\$ 5,445
Fountain Maintenance	\$ 3,500	\$ 350	\$ 350	\$ 350	\$ 1,307	\$ 350	\$ 350	\$ 350	\$ 350	\$ 954	\$ 350	\$ -	\$ 8,560
Lighting	\$ -	\$ 140	\$ -	\$ 7,890	\$ 506	\$ -	\$ 1,151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,687
Miscellaneous	\$ 208	\$ 275	\$ 164	\$ -	\$ 388	\$ -	\$ 110	\$ 103	\$ -	\$ 1,459	\$ -	\$ -	\$ 2,707
Painting Public Areas	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480	\$ 2,110	\$ -	\$ -	\$ -	\$ -	\$ 2,591
Traffic Signals	\$ 1,401	\$ 1,368	\$ 447	\$ 447	\$ 447	\$ 1,412	\$ 447	\$ 1,412	\$ 1,286	\$ 447	\$ 447	\$ -	\$ 9,560
Sidewalks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,475	\$ 14,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,950
Signage	\$ -	\$ -	\$ 792	\$ 3,040	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,032
Trash Removal	\$ 469	\$ 469	\$ 469	\$ -	\$ 66	\$ 178	\$ 178	\$ 178	\$ 178	\$ 232	\$ 232	\$ -	\$ 2,650
Electric	\$ 2,593	\$ 2,371	\$ 2,569	\$ 1,897	\$ 2,802	\$ 2,357	\$ 2,848	\$ 3,029	\$ 1,184	\$ 4,834	\$ 2,976	\$ -	\$ 29,462
Water/Sewer	\$ 21	\$ 27	\$ 31	\$ 37	\$ 33	\$ 31	\$ 13	\$ 22	\$ 17	\$ 17	\$ 15	\$ -	\$ 263
Security	\$ 6,730	\$ 5,430	\$ 5,950	\$ 6,990	\$ 5,690	\$ 6,210	\$ 5,950	\$ 5,430	\$ 5,950	\$ 5,950	\$ -	\$ -	\$ 60,280
Onsite Management	\$ 12,300	\$ 12,300	\$ 12,300	\$ 12,300	\$ 12,300	\$ 12,300	\$ 12,300	\$ 12,300	\$ 12,300	\$ 12,300	\$ 12,300	\$ -	\$ 135,298
Mosquito Control	\$ 963	\$ 963	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 963	\$ 963	\$ 963	\$ 963	\$ -	\$ 5,778
Total Operations & Maintenance:	\$ 83,411	\$ 64,313	\$ 35,693	\$ 47,268	\$ 57,757	\$ 52,760	\$ 52,238	\$ 42,073	\$ 35,529	\$ 40,812	\$ 29,904	\$ -	\$ 541,758
Reserves													
Capital Reserve Transfer	\$ -	\$ -	\$ 42,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,246
Total Reserves	\$ -	\$ -	\$ 42,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,246
Total Expenditures	\$ 106,254	\$ 69,868	\$ 87,978	\$ 51,937	\$ 66,035	\$ 56,603	\$ 62,629	\$ 49,029	\$ 42,081	\$ 49,847	\$ 33,743	\$ -	\$ 676,004
Excess Revenues (Expenditures)	\$ (104,925)	\$ (1,244)	\$ 502,566	\$ (34,227)	\$ (51,879)	\$ (31,934)	\$ (40,989)	\$ (42,541)	\$ (21,604)	\$ (47,039)	\$ (33,743)	\$ -	\$ 92,440

ChampionsGate
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

Gross Assessments \$ 775,580.79 \$ 775,580.79
 Net Assessments \$ 729,045.94 \$ 729,045.94

ON ROLL ASSESSMENTS

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	100.00% <i>O&M Portion</i>	100.00% <i>Total</i>
11/10/23	ACH	\$3,038.64	\$57.68	\$154.53	\$0.00	\$2,826.43	\$2,826.43	\$2,826.43
11/24/23	ACH	\$68,555.14	\$1,316.26	\$2,742.50	\$0.00	\$64,496.38	\$64,496.38	\$64,496.38
12/11/23	ACH	\$232.97	\$4.61	\$2.42	\$0.00	\$225.94	\$225.94	\$225.94
12/11/23	ACH	\$612,636.17	\$11,762.59	\$24,506.41	\$0.00	\$576,367.17	\$576,367.17	\$576,367.17
12/22/23	ACH	\$12,433.48	\$240.10	\$427.24	\$0.00	\$11,766.14	\$11,766.14	\$11,766.14
01/10/24	ACH	\$12,048.14	\$233.68	\$364.33	\$0.00	\$11,450.13	\$11,450.13	\$11,450.13
01/10/24	ACH	\$1,676.77	\$32.59	\$48.27	\$0.00	\$1,595.91	\$1,595.91	\$1,595.91
01/31/24	ACH	\$0.00	\$0.00	\$0.00	\$718.64	\$718.64	\$718.64	\$718.64
02/08/24	ACH	\$10,960.85	\$214.54	\$234.14	\$0.00	\$10,512.17	\$10,512.17	\$10,512.17
03/08/24	ACH	\$14,207.35	\$281.31	\$142.03	\$0.00	\$13,784.01	\$13,784.01	\$13,784.01
03/08/24	ACH	\$145.65	\$2.91	\$0.00	\$0.00	\$142.74	\$142.74	\$142.74
04/08/24	ACH	\$17,057.79	\$341.15	\$0.00	\$0.00	\$16,716.64	\$16,716.64	\$16,716.64
04/08/24	ACH	\$1,541.60	\$30.83	\$0.00	\$0.00	\$1,510.77	\$1,510.77	\$1,510.77
04/19/24	ACH	\$0.00	\$0.00	\$0.00	\$75.94	\$75.94	\$75.94	\$75.94
05/08/24	ACH	\$3,421.39	\$68.43	\$0.00	\$0.00	\$3,352.96	\$3,352.96	\$3,352.96
05/08/24	ACH	\$81.36	\$1.63	\$0.00	\$0.00	\$79.73	\$79.73	\$79.73
06/10/24	ACH	\$10,942.56	\$218.85	\$0.00	\$0.00	\$10,723.71	\$10,723.71	\$10,723.71
06/18/24	ACH	\$7,226.39	\$0.00	\$144.53	\$0.00	\$7,081.86	\$7,081.86	\$7,081.86
07/11/24	ACH	\$0.00	\$0.00	\$0.00	\$35.80	\$35.80	\$35.80	\$35.80
TOTAL		\$ 776,206.25	\$ 14,807.16	\$ 28,766.40	\$ 830.38	\$ 733,463.07	\$ 733,463.07	\$ 733,463.07

100.61%	Net Percent Collected
\$ (4,417.13)	Balance Remaining to Collect

SECTION D

ChampionsGate Community Development District

To: ChampionsGate CDD Board
From: Evan Fracasso
CC: Jason Showe; Marc Reicher
Date: September 3, 2024
Re: July/August Onsite Managers report

Traffic: FHP continues to work the area. Main area of focus continues to be commercial vehicle enforcement. FHP has also been working on addressing any panhandling in the district.

Mosquito management: Clarke Environmental contract will be updated for next year that expands the service from March through November. Current service frequency is May through November.

Landscape: We have a dead Medjool Palm at Masters & White Shark. Will need to determine which type of palm to replace with. Will provide costs at meeting.

Maintenance: On-site staff will be working to address items from the annual engineer's report. Sidewalk trip hazards have all been marked, outflow weirs are also being addressed.

Crosswalk flasher @ North bound Masters is not working properly, will be addressed by vendor.

TOHO: TOHO use agreement has been fully executed. Currently in bid review process, with approval from TOHO in August & start of work in October. Will have an additional update for 9/9 meeting

SECTION i

SECTION 1

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and entered into effective as of the 1st day of October, 2024, between **CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT** whose mailing address is 219 E. Livingston Street, Orlando, FL 32801 (hereinafter referred to as "Owner"), and **WEBER ENVIRONMENTAL SERVICES LLC**, a Florida Limited Liability Company whose mailing address is 470 Citi Centre Street, Winter Haven, FL 33880 (hereinafter referred to as "Contractor").

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 Landscape Maintenance Services Agreement, the Scope of Services, the Pricing Form, 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, 2024 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, as follows:

i. **October 1, 2024, to September 30, 2025:** An annual Fixed Fee in the amount of **One Hundred Sixty-Two Thousand Nine Hundred Seventy-five Dollars and 48/100** (\$162,975.48 USD) payable in monthly installments of **Thirteen Thousand Five Hundred Eighty-One and 29/100 Dollars** (\$13,581.29 USD), at the end of the month of service.

ii. **October 1, 2025, to September 30, 2026:** An annual Fixed Fee in the amount of **One Hundred Seventy-Nine Thousand Two Hundred Seventy-Two and 92/100 Dollars** (\$179,272.92 USD), payable in monthly installments of **Fourteen Thousand Nine Hundred Thirty-Nine and 41/100 Dollars** (\$14,939.41 USD), at the end of the month of service.

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 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, overnight delivery, 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 S. Flint, District Manager

With a copy to: Clark & Albaugh, PLLC
1800 Town Plaza Court
Winter Springs, FL 32708
Attention: Scott D. Clark, District Counsel

If to Contractor: Weber Environmental Services LLC
470 Citi Centre Street
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, 2026.

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.

Section 19. PUBLIC RECORDS. The District is subject to the requirements of Chapter 119 of the Florida Statutes pertaining to Public Records. As such, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the District in connection with the transaction of its official business are public records.

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

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

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

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

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

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

Sections 20. E-VERIFY REQUIREMENT. The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021.

a. By signing this Agreement Contractor acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Contractor further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Contractor the affidavit described in section 448.095(5)(b). Contractor must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.

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

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

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 LLC

CHAMPIONSGATE COMMUNITY
DEVELOPMENT DISTRICT

470 Citi Centre Street
Winter Haven, FL 33880

219 E. Livingston Street
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 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.

3.1.7 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 charge 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

SUMMARY OF CONTRACT SERVICES:

Services: October 2024 through October 2025	Annual	Monthly
Maintenance: Mow, Edge, String Trim, Blow & Prune	\$67,227.24	\$5,602.27
Horticultural Services (6) visits per year	\$18,601.80	\$1,550.15
Irrigation Inspections (12) visits per year	\$11,681.16	\$973.43
Annals: 4,800 per rotation, 4 rotations per year	\$28,670.64	\$2,389.22
Palm Pruning: 1113 trimmed one time per year	\$25,505.04	\$2,125.42
Annual Bed Soil Amendment	\$11,289.60	\$940.80
TOTAL SERVICES	\$162,975.48	\$13,581.29

October 1st 2024 to September 30th 2025

W.E.S., LLC. agrees to provide the work in the manner prescribed in the “Specifications” attached hereto and incorporated herein for the total sum of **One Hundred Sixty-Two Thousand Nine Hundred Seventy-Five & 48/100 Dollars (\$162,975.48)**, annually, payable in monthly installments of **Thirteen Thousand Five Hundred Eighty-One & 29/100 Dollars (\$13,581.29)**, at the end of the month of service.

October 1st 2025 to September 30th 2026

W.E.S., LLC. agrees to provide the work in the manner prescribed in the “Specifications” attached hereto and incorporated herein for the total sum of **One Hundred Seventy-Nine Thousand Two Hundred Seventy-Two & 92/100 Dollars (\$179,272.92)**, annually, payable in monthly installments of **Fourteen Thousand Nine Hundred Thirty-Nine & 41/100 Dollars (\$14,939.41)**, at the end of the month of service.

Additional services (billed upon completion):

*Additional services are optional services, not included in the contract, a customer can request at any time. A proposal will be provided by W.E.S. for the cost of the service requested. Before the service request is scheduled and performed, the customer must provide a signed approval of the proposal W.E.S. provided. The entire cost of the service proposal will be billed after the completion of the approved service.

EXHIBIT D

WORK AUTHORIZATION FORM

Exhibit D

Work Authorization

Date:

Work Authorization No. **04WA-**____ - ____

Budget Code: CDD

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 \$10.00 and other valuable considerations, paid by ChampionsGate Community Development District, (hereinafter referred to as Owner), receipt of which is hereby acknowledged as complete compensation for performance of the Contract to which this Release is attached 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 commencing as of October 1, 2024 (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:

WEBER ENVIRONMENTAL SERVICES
LLC

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 2



Water Management Agreement

Remit to: The Lake Doctors Inc.
PO BOX 20122
Tampa, FL 33622-0122

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer"

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

The parties hereto agree to follows:

- A. The Company agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):
Five (5) ponds associated with **706636 Championsgate CDD, Kissimmee FL.**

Includes a minimum of Twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

- B. Customer agrees to pay the Company the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$505.00	Monthly
2.	Shoreline Grass and Brush Control Program	\$	INCLUDED
3.	Free Callback Service	\$	INCLUDED
4.	Monthly Written Service Reports	\$	INCLUDED
5.	Additional Treatments, if required	\$	INCLUDED
	Total of Services Accepted	\$505.00	Monthly

\$505.00 of the above sum-total shall be due and payable upon execution of this Agreement; the balance shall be payable in advance in monthly installments of **\$505.00** plus any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.
- D. The Company agrees to commence treatment within **thirty (30)** days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before **September 30, 2024.**
- F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

INVOICE FREQUENCY: ___ MONTHLY ___ EVERY OTHER MONTH ___ QUARTERLY ___ SEMI-ANNUAL ___ ANNUAL

INVOICE TIMING: ___ BEGINNING OF THE MONTH ___ WITH SERVICE COMPLETION

EMAIL INVOICE: ___ YES ___ NO | If yes, provide invoice email: _____

EMAIL WORK ORDER: ___ YES ___ NO | If yes, provide work order email: _____

THIRD PARTY COMPLIANCE/REGISTRATION: ___ YES ___ NO

THIRD PARTY INVOICING PORTAL**: ___ YES ___ NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the Customer's responsibility to provide the information.*

REQUESTED START MONTH: 10/1/2024 | PURCHASE ORDER #: _____

THE LAKE DOCTORS, INC.

CUSTOMER:

Jonathan Bandy - SALES MANAGER

Signed _____ Date _____

Name _____

Title _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, the Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
 - d) Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.
- 3) Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). the Company assumes no responsibility for damage to aquatic plants if Customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. Customer also agrees to notify the Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.
- 4) If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 5) Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.
- 6) If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.
- 7) If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written demand.
- 8) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions.
- 9) The Company shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming Customer as "Additional Insured" may be provided at Customer's request. Customer agrees to pay for any additional costs of insurance requirements over and above the standard insurance provided by the Company.
- 10) The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.
- 11) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).
- 12) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should the Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.
- 13) Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner. If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action.
- 14) The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.
- 15) Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth.
- 16) The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 17) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party by written notice delivered prior to the end of the term. The Company may adjust the monthly investment amount after the original term to reflect any changes to cost of materials, inputs, and labor. The Company will submit written notification to Customer 30 days prior to effective date of adjustment. If Customer is unable to comply with the adjustment, the Company shall be notified immediately in order to seek a resolution. The Company may cancel this Agreement for any reason upon 30-day written notice to Customer.
- 18) Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled to bring action for collection of monies due and owing under this Agreement. Customer agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by the Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.
- 19) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both the Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.

SECTION 3

MOSQUITO MANAGEMENT SERVICES AGREEMENT

This MOSQUITO MANAGEMENT SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between:

CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801, Attention: District Manager (“District”), and

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC., a Foreign Profit Corporation (Illinois), whose address is 675 Sidwell Court, Saint Charles, IL 60174 (“Contractor”).

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes;

WHEREAS, Contractor submitted a proposal to District, which proposal is attached hereto as Exhibit “A” and incorporated herein by reference (“Scope of Work”), for mosquito management services described in the Scope of Work on property within the District (“Services”); and

WHEREAS, Contractor represents that it is qualified to provide the Services outlined in the Scope of Work.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

Section 2. Term. This Agreement shall commence on October 1, 2024, and continue until September 30, 2025.

Section 3. Duties.

A. Contractor shall perform the Services in accordance with the duties, obligations, and responsibilities provided in this Agreement and the Scope of Work.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

C. Contractor shall report to the District Manager or his designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, labor, insurance, and other items necessary to perform the Services in accordance with the terms and conditions as stated herein and in the Scope of Work.

E. Contractor shall perform its duties hereunder in a "first class" and professional manner and complete the Services in such a way that is reasonably acceptable to District. If, at any time during the term of this Agreement, District should become dissatisfied with the level of work being performed by Contractor or claims that Contractor has failed to perform any Services, such dissatisfaction or claim shall be submitted to Contractor in writing.

F. In the performance of the Services, Contractor is expected and required to operate within and comply with all applicable federal, state and local laws and regulations.

G. Contractor is responsible for pulling and paying for any necessary permits associated with this Agreement, except with respect to the National Pollutant Discharge Elimination System permit as provided in the Scope of Work.

Section 4. Compensation. District agrees to compensate the Contractor in the aggregate amount of Nine Thousand Four and 50/100 Dollars (\$9,004.50 USD) ("Contract Sum"). The Contract Sum shall be payable in monthly installments of Nine Hundred Sixty-Three and 05/100 Dollars (\$963.05 USD) payable for October and November 2024, and thereafter, in monthly installments of One Thousand Eleven and 20/100 Dollars (\$1,011.20 USD) payable for March through September 2025, as provided in the Scope of Work. Compensation shall be payable by the District upon receipt of proper written invoices from the Contractor.

Section 5. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 6. Indemnification.

A. Contractor shall indemnify, defend, and save harmless the District, its officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants, or employees in the performance of the Services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the District, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of Ten and no/100 Dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

Section 7. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

Section 8. Recovery of Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees (and paralegal fees) and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

Section 9. Cancellation. Either party may terminate or cancel this Agreement upon 30 days written notice to the other party. Such written notice may be mailed to the address set forth above.

Section 10. Insurance. The Contractor shall maintain the following insurance coverage during the term of this Agreement:

A. Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence; and

B. Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance.

Section 11. Changes in the Scope of Work. Any additional treatments or services beyond those set forth in the Scope of Work shall be subject to the prior approval of the District Manager or its designee. Compensation for such approved additional services shall be payable by the District upon receipt of proper written invoices from the Contractor. The District shall not be responsible for payment for additional services not approved in advance by the District Manager.

Section 12. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

Section 13. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

Section 14. Assignment. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

Section 15. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Section 16. Conflicts. In the event of a conflict between any provision of this Agreement and the terms and conditions of the Scope of Work, then this Agreement shall control.

Section 17. Venue. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Osceola County, Florida.

Section 18. Compliance with All Laws, Regulations, Rules and Policies. Contractor recognizes that the District is a governmental entity, that its assets are public facilities and that their operation is subject to all applicable statutes, rules and regulations.

At all times, Contractor is expected and required to operate within and comply with all applicable federal, state and local laws and regulations including, but not limited to, all environmental, labor, employment and insurance laws and regulations, as well as the rules and policies of the District.

Contractor shall promptly comply with all rules, laws, regulations, policies and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on district property except in quantities reasonably necessary to carry out its duties under this Agreement. Contractor shall hold the District harmless from any fines, penalties, costs and damages resulting from the Contractor's failure to do so. Contractor shall immediately discontinue any activity, which is in violation of law and shall remedy the same immediately; Contractor shall be responsible for the payment of any associated fines or penalties.

Contractor shall be responsible for all payroll taxes and payments required under employment insurance laws with respect to employees of Contractor performing pursuant to this agreement.

Section 19. Public Records. The District is subject to the requirements of Chapter 119 of the Florida Statutes pertaining to Public Records. As such, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the District in connection with the transaction of its official business are public records.

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

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

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

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

D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in Contractor's possession or keep and maintain public records required by the District to perform the services that are the subject of this Agreement. If Contractor transfers all public records to the District

upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the District's information technology systems.

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

Sections 20. E-Verify Requirement. The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021.

A. By signing this Agreement Contractor acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Contractor further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Contractor the affidavit described in section 448.095(5)(b). Contractor must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.

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

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

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC., a Foreign Profit Corporation

By: _____
Name: _____
Title: _____

EXHIBIT “A”
SCOPE OF WORK



Clarke Environmental Mosquito Management, Inc.
2024-25 Service Agreement | ChampionsGate CDD

Part I. General Service

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

Part II. Adult Control

- A. Surveillance and Monitoring:
 - 1. BG Counter Trap: Operation throughout program months (October-November and March-September) to collect adult mosquitoes and will be monitored weekly.
- B. Adulticiding in Authorized Spray Zones:
 - 1. 39 weekly community-wide truck ULV treatments of up to 3 miles of streets with Duet, BioMist® or other pyrethroid insecticide from October-November then March -September.
- C. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. ULV particle size evaluation.
 - 4. Insecticide dosage and quality control analysis.

Parts I and II **\$9,004.50**

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



Clarke Environmental Mosquito Management, Inc.
 2024-25 Service Agreement | ChampionsGate CDD

Program Payment Plan. For Parts I and II as specified in the 2024-25 Professional Services Cost Outline, the total for the program is \$9,004.50. The payments will be due according to the payment schedule listed below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

PROGRAM PAYMENT PLAN

Month	2024-2025
October 1, 2024	\$963.05
November 1, 2024	\$963.05
March 1, 2025	\$1,011.20
April 1, 2025	\$1,011.20
May 1, 2025	\$1,011.20
June 1, 2025	\$1,011.20
July 1, 2025	\$1,011.20
August 1, 2025	\$1,011.20
September 1, 2025	\$1,011.20
TOTAL	\$9,004.50

Approved Contract Period and Agreement:

Please check one of the following contract periods:

2024-25 Season

If you would like to pay by credit card please provide the information to your control consultant.

For ChampionsGate CDD:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: _____ Title: Control Consultant Date: _____
 Cherrief Jackson