

**CELEBRATION
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

Tuesday, October 24, 2023

Remote Participation:

Zoom: <https://us02web.zoom.us/j/3797970647>, Meeting ID: 3797970647

--or--

Call in (audio only) (415) 762-9988 or (646) 568-7788, 3797970647#



313 Campus Street
Celebration, Florida 34747
(407) 566-1935

Agenda

Celebration Community Development District

Board of Supervisors:

Greg Filak, Chairman
 Tom Touzin, Vice Chairman
 David Hulme, Assistant Secretary
 Jack McLaughlin, Assistant Secretary
 Cassandra Starks, Assistant Secretary



Staff:

Angel Montagna, District Manager
 Jan Carpenter, District Counsel
 Jay Lazarovich, District Counsel
 Mark Vincutonis, District Engineer
 Russell Simmons, Field Manager

Meeting Agenda

Tuesday, October 24, 2023 – 6:00 p.m.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Approval of the Meeting Agenda**
4. **Public Comment Period**
5. **Third-Party Reports and Presentations**
 - A. CROA
 - B. Incorporation
 - C. Osceola County Sheriff's Department
 - D. Juniper Landscaping
 - E. SŌLitude Lake Management: Pond Maintenance
6. **Consent Agenda**
 - A. Minutes of September 19, 2023, Joint Meeting and September 26, 2023, Regular Meeting
 - B. Invoices and Check Register (*September*)
 - C. Financial Statements (*September*)
7. **Business Matters**
 - A. *Celebration News* Article for December
 - B. Bypass Pump Purchase
 - C. Radar Traffic Device
 - D. Purchase of Trailer
 - E. Discussion of Landscape RFP
8. **Regular Reports**
 - A. District Manager: Motion to Assign Fund Balance
 - B. Field Manager: Monthly Report
 - C. Legal Counsel
 - D. Engineer: Monthly Report
 - E. Liaisons
9. **Discussion Items**
10. **Other Business, Updates, and Supervisor Comments**
11. **Public Comment Period**
12. **Adjournment**

The next meeting is scheduled for Tuesday, November 28, 2023.

District Office:

313 Campus Street
 Celebration, FL 34747
 407-566-1935

www.CelebrationCDD.org

Meeting Location:

In person: 313 Campus Street, Celebration, FL
 Participate remotely: Zoom <https://zoom.us/j/3797970647>
 OR dial 415-762-9988 or 646-568-7788, ID 3797970647

Section 5

Third-Party Reports

Subsection 5D

Juniper Landscaping



October 4, 2023

Jay E. Lazarovich, Esq.
Latham, Luna, Edan & Beaudine
201 South Orange Ave, Suite 1400
Orlando, FL 32801

Sent via email to jlazarovich@lathamluna.com

Re: Notice of Violation of Landscape Maintenance Agreement between Celebration Community Development District and Juniper Landscaping of Florida, LLC

Dear Mr. Lazarovich,

First, thank you for your patience in receiving our response to this important matter. The delay was attributed to getting all the appropriate people involved to ensure the most fulsome, accurate and, most importantly, deliverable response. We acknowledge that concerns have been raised previously and, in an effort to ensure that this will not have to be addressed again, additional resources and people were brought into the process, including myself.

There are two critical issues identified in your letter:

1. Operating unlicensed ATV's on public roadways
2. Standing within public roadways while performing landscape maintenance

Juniper's risk mitigation plan is as follows:

- Effective immediately, we have been able to source vehicles to replace the previously used ATV's. They include 2 small pickup trucks for our irrigation technicians, 1 Isuzu NPR truck for the detail crew and a pickup truck with the appropriate cautionary signage for blower operations. Our crews have been instructed that these vehicles may not be parked in the roadway.
- The work activity that we have identified as a challenge to conduct without stepping into the roadway is edging. Effective immediately, edging that can only be conducted while stepping in the roadway will be discontinued. It is an industry-wide problem and commercially available equipment is simply not manufactured. We are working with a machine shop to make alterations to equipment to allow for "left-handed" edging that will prevent the necessity to step into the roadway. We anticipate that this adjustment could take up to a couple of weeks to complete, however we are doing everything we can to expedite the process.
 - Employees have been re-trained and informed that the policy of "NO WORK STANDING OR STEPPING INTO THE ROADWAY" has a zero-tolerance threshold. We will remain diligent to uphold our high standard of care and quality work but have no tolerance for placing any employee in harm's way to get the job done.

- Any violations to this policy will be met with immediate disciplinary action up to and including termination, effective immediately.
- Anywhere that we cannot perform edging while waiting for the equipment alteration will be suspended and will be noted as a credit to our fees billed for.

Thank you for the opportunity to respond to these concerns. At Juniper, we care about our employees' safety, health and wellbeing and take all feedback seriously. This is an opportunity to reinforce our culture of safety excellence through re-training, process and equipment adjustments and thus making our worksite even better for all people involved.

Finally, if there are any other safety, health or environmental concerns or there is something additional to consider in this matter, I want you and the District to feel free to reach out to me directly at any time. As a safety professional and Director of Safety, Health and Environmental, my sole purpose at Juniper is to make our workplace safe for all our employees as well as the people we interact with. Me and my team of Safety Managers visit our worksites every day, observing behaviors and are constantly training and retraining, adjusting processes and procedures and doing everything we can to drive a culture of safety excellence. Thank you for giving us this opportunity and for letting us know how we can do better.

Best regards,

Kelly Bernish – signed electronically

Kelly Bernish, CSP

Director, Safety Health & Environmental

Juniper Landscaping

Kelly.bernish@juniperlandscaping.com

407.406.1644

Cc:

Jan Carpenter, Latham, Luna

Audeliz Matos, Latham, Luna

Jake Rubin, COO Juniper

Stacie Trace, CHRO Juniper

Dennis Smith, Regional Director Juniper

Section 6

Consent Agenda

Subsection 6A

Minutes

MINUTES OF JOINT MEETING CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

A joint meeting of the Board of Supervisors of the Celebration Community Development District (“District” or “CCDD”) and the Board of Directors of the Celebration Residential Owners Association (“CROA”) was held Tuesday, September 19, 2023, at 6:00 p.m. at Town Hall, 851 Celebration Avenue, Celebration, Florida 34747.

Present from the District and constituting a quorum were:

Greg Filak	Chairman
Tom Touzin	Vice Chairman
David Hulme	Assistant Secretary
Jack McLaughlin	Assistant Secretary
Cassandra Starks	Assistant Secretary

Present from CROA were:

Cindy Swisher	President
Charles Richards	Vice President
Celia McFadden	Secretary
Bill Grindl	Treasurer
David Anderson	Director
Jim Hays	Director
Jared Wise	Director

Also present, either in person or via communications media technology, were:

Angel Montagna	Manager: Inframark, Management Services
Jan Carpenter	Attorney: Latham, Luna, Eden & Beaudine
Mark Vincutonis	Engineer: Hanson Walter & Associates
Laura Gunnyon	CROA Executive Director
Russ Simmons	Inframark, Field Services
Residents and Members of the Public	

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Opening Activities

A. Call to Order

Mr. Filak called the meeting to order at 6:00 p.m.

B. Pledge of Allegiance

Ms. McFadden led the *Pledge of Allegiance*.

C. CCDD Roll Call and Introduction of Supervisors

Ms. Montagna called the roll and indicated a quorum was present for the meeting.

D. CROA Roll Call and Introduction of Members

Ms. McFadden called the roll and indicated a quorum was present for the meeting.

Celebration CDD
September 19, 2023, joint meeting

E. Comments and Changes for the Meeting Agenda

Mr. McLaughlin made a MOTION to accept the agenda, as presented.
Mr. Touzin seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to accept the agenda, as presented.

SECOND ORDER OF BUSINESS Audience Comments

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS Discussion Items

A. Community Center

Discussion ensued regarding the community center, master plan, and potential uses for the tracts.

Mr. Filak made a MOTION to direct the District Engineer to conduct a survey for Lot E2 regarding the potential for baseball fields, in the amount of \$10,000.
Mr. McLaughlin seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to direct the District Engineer to conduct a survey for Lot E2 regarding the potential for baseball fields, in the amount of \$10,000.

B. Incorporation Review and Status Relative to CROA

Discussion ensued regarding incorporation and impacts relative to CROA.

CROA is not willing to donate any of its lands to a future municipality if the District were to incorporate.

FOURTH ORDER OF BUSINESS CCDD Board Member Comments

District Board members made comments, which are available on the full recording of the meeting.

FIFTH ORDER OF BUSINESS CROA Board Member Comments

CROA Board members made comments, which are available on the full recording of the meeting.

SIXTH ORDER OF BUSINESS Concluding Remarks/Next Steps

There being none, the next order of business followed.

Celebration CDD
September 19, 2023, joint meeting

SEVENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. McLaughlin, seconded by Mr. Hulme, with all in favor, the meeting was adjourned at 9:00 p.m.

Angel Montagna, Secretary

Greg Filak, Chairman

Celebration CDD
September 26, 2023, meeting

Upon VOICE VOTE, with all in favor, unanimous approval was given to the meeting agenda, as presented.

FOURTH ORDER OF BUSINESS Public Comment Period

Mr. Dane Anderson requested steps for the District to accept maintenance of street trees in Island Village, and commented on lack of tree health.

Discussion ensued regarding issues with turnover of infrastructure from Mattamy Homes, turnover process, awareness of deficiencies, replacement schedule at the K-5 school, question of CROA covenants committee jurisdiction, certificate of occupancy process, dead trees, street lights, new CROA representative appointed for Island Village, and including The Celebration Company in the conversation.

Mr. Gary Hudspeth commented on management RFQ, cautioned about the risk in losing historical knowledge and experience in selecting a new management company, and suggested an improvement plan and timeline before going out for RFQ.

Mr. Chris Dodd introduced himself as the new principal for the Celebration high school, recently designated as an A high school.

Mr. Gary Weeden introduced himself as the assistant principal.

The record will reflect Ms. Starks joined the meeting at 6:15 p.m.

Mr. Russel Stoll expressed concerns about the island in the middle of the lake.

FIFTH ORDER OF BUSINESS Third-Party Reports and Presentations

A. Celebration Residential Owners Association (CROA)

Mr. Jim Hays thanked the Board for participating in the joint meeting, and discussed two action items: #1 engineer access to lot F and #2 approve turning over private areas to potential incorporated municipality.

Discussion ensued regarding sidewalk damages and vendors not repairing broken sidewalks, CROA repaired the ones across from Spring Lake, locations on Celebration Boulevard and Evander Square, lack of response from vendors, broken panels in Artisan Park, contractors of CROA bringing in high lifts, and suggestion for a checklist to be part of the process.

B. Incorporation

Discussion ensued regarding waiting on decision from CROA, which will be voted on at the CROA meeting Wednesday.

C. Osceola County Sheriff's Department

Discussion ensued regarding violations and enforcement for e-scooters and e-bikes, trespassing on District property, and signage requirements.

Celebration CDD
 September 26, 2023, meeting

SIXTH ORDER OF BUSINESS **Consent Agenda**

A. Minutes of August 21, 2023, Regular Meeting

The minutes are included in the agenda package and available for public review in the District Office during normal business hours.

B. Check Register and Invoices

The check register and invoices are included in the agenda package and available for public review in the District Office during normal business hours.

C. Financial Statements

The financial are included in the agenda package and available for public review in the District Office during normal business hours.

Mr. McLaughlin made a MOTION to approve the consent agenda, as presented.
 Mr. Hulme seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the consent agenda, as presented.

SEVENTH ORDER OF BUSINESS **Business Matters**

A. Proposed Use of District Office Second Floor

Discussion ensued regarding proposal provided, occupancy load of five, and design plan.

Mr. McLaughlin made a MOTION to approve the proposal from Bumpus and Associates for design architectural services related to the District Office second floor, in the amount of \$4,500.
 Mr. Hulme seconded the motion.

Discussion ensued regarding use of space, interest of sheriff’s department to use the second floor, negotiations for rent of the space, potential of other organizations to use the space, and concern about noise levels.

Upon VOICE VOTE, with all in favor except Ms. Starks, approval was given (by a margin of 3-1) to the proposal from Bumpus and Associates for design architectural services related to the District Office second floor, in the amount of \$4,500.

B. Resolution 2023-17, Conveying Real Property and Improvements for Island Village

Mr. Filak read Resolution 2023-17 into the record by title.

Discussion ensued regarding areas and improvements to be conveyed, Mattamy will complete punchlist items within 90 days, warranty, and no right-of-way tracts or street trees included.

Celebration CDD
 September 26, 2023, meeting

Mr. McLaughlin made a MOTION to approve Resolution 2023-17, conveying real property and improvements for Phase 1A for Island Village to the District.
 Mr. Hulme seconded the motion.

Upon VOICE VOTE, with all in favor except Mr. Filak, approval was given (by a margin of 3-1) Resolution 2023-17, conveying real property and improvements for Phase 1A for Island Village.

Discussion ensued regarding the revised resolution and agreement provided to the Board today, and directive that future last-minute requests may not be included on the agenda.

C. Resolution 2023-18, Conveying Real Property and Improvements (by the Lift Station)

Mr. Filak read Resolution 2023-18 into the record by title.

Discussion ensued regarding quit claiming the property to Enterprise CDD, which is already maintaining the area.

Mr. McLaughlin made a MOTION to approve Resolution 2023-18, conveying real property and improvements by the lift station in Island Village to the District.
 Ms. Starks seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2023-18, conveying real property and improvements by the lift station in Island Village to the District.

D. Event Use Application from Lexin for Holiday Village

Discussion ensued regarding changes from previous event use applications, change in location for Holiday Village from one shade structure toward the lake and other shade structure, request from Lexin for a ten-year agreement, considerations to the District for a ten-year agreement, annual cost of \$5,000 to the District for decorations versus \$8,500 actual cost of Christmas decorations, need for a separate agreement, Christmas tree moved to Market Street, history of Now Snowing event, deterioration of existing Santa House, and significant increase of costs and labor as well as flag replacements.

Mr. Filak made a MOTION to approve the event use application from Lexin for the Holiday Village, including a ten-year agreement to include decorations, with the annual decorations cost capped at \$5,000.
 Mr. McLaughlin seconded the motion.

Celebration CDD
 September 26, 2023, meeting

Discussion ensued regarding out clauses in the agreement.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the event use application from Lexin for the Holiday Village, including a ten-year agreement to include decorations, with the annual decorations cost capped at \$5,000.

E. Request for Radar Traffic Device on Celebration Avenue Entering Artisan Park

Discussion ensued regarding request from a resident, cost of \$ 3,500, data for current radar signs, relocating existing radar signs quarterly, providing data to sheriff’s department, request location suggestions from the sheriff’s department, crime statistics, and encouragement for residents to call 9-1-1 for emergencies.

This will be included on a future agenda.

F. Damaged Sidewalks—Vendors Not Repairing Damages on District Property

This item already having been discussed, the next item followed.

G. Celebration News Article for November

Discussion ensued regarding the article provided for the November edition of the *Celebration News*.

Mr. Filak made a MOTION to approve the *Celebration News* article for November.
 Ms. Starks seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the *Celebration News* article for November.

H. Discussion of Management RFQ

Discussion ensued regarding process, desire to check the market for management services, desire not to do an RFQ, satisfaction with current staff and work efforts, lack of other companies that can perform the scope of services, and support only for an RFQ but not to solicit proposals.

Mr. Hulme made a MOTION to approve issuing an RFQ for management services, only for qualifications and not for proposals.
 Mr. McLaughlin seconded the motion.

Discussion ensued regarding no need to proceed knowing information provided to counsel.

Upon VOICE VOTE, with Mr. Hulme and Mr. Filak in favor and Mr. McLaughlin and Ms. Starks opposed, the motion failed by a margin of 2-2.

Celebration CDD
September 26, 2023, meeting

EIGHTH ORDER OF BUSINESS

Regular Reports

A. District Manager

Discussion ensued regarding Mr. Kerry Satterwhite, formerly from Reedy Creek Improvement District as director of facilities, hired as director of field operations starting October 16, in addition to Mr. Leo Lluberes, working in the field division.

Further discussion ensued regarding organizational structure, and future assistance for Mr. Simmons.

B. Field Operations: Monthly Report

i. Monthly Report

The field management report is included in the agenda package and available in the District Office for public review during normal business hours.

Discussion ensued regarding valve replacement, more involved repairs, memorial bench sample in the hall, volume discount, backless versus backs on the benches, difference in appearance, and the quantity that can be purchased for \$100,000.

ii. Sidewalk Ponding Issues

Discussion ensued regarding ponding issues on sidewalks, locations, overwatering at Georgetown, involvement of the County to possibly build up the road, and options to alleviate ponding.

iii. Storm Preparedness

Discussion ensued regarding possibility of renting or purchasing bypass pumps if needed during a storm event, Enterprise CDD found four-inch bypass pumps for \$34,000 if the District wants to also purchase one, and potential locations.

Purchase of a bypass pump will be added to the October agenda.

iv. Miscellaneous

Discussion ensued regarding homeowner responsibilities for trees to be posted on the website, issues with Juniper and a letter sent identifying cures, deficiencies for some landscaping scope of services, other issues with landscaping vendor, follow-up needed from Juniper, adding safety language to the RFP scope of services, and incidents that occurred.

Contractor report from Juniper to be added to October agenda.

Further discussion ensued regarding motorized mules being operated on sidewalks, impacts of operations if not permitted on sidewalks, potential to get the mules licensed, request for palm tree trimming to be done prior to hurricane season, and trimming being done in the evening to avoid costs related to maintenance of traffic.

C. Legal Counsel

Discussion ensued regarding Arnco addressing roof leaks and repairs.

Celebration CDD
 September 26, 2023, meeting

Mr. Filak made a MOTION to look at the roof design issue, in the amount of \$12,500.
 Mr. McLaughlin seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to look at the roof design issue, in the amount of \$12,500.

Discussion ensued regarding recommendation to have roof leaks repaired prior to modifying the second floor.

D. Engineer: Monthly Report

The engineering monthly report is included in the agenda package and available in the District Office for public review during normal business hours.

Discussion ensued regarding little league fields, options for community center, other tracts, drainage canal, and further conversations with RCID.

E. Liaisons

Mr. Filak requested Mr. Hulme to serve as liaison for items related to Island Village. Discussion ensued regarding previous meetings held with staff and Mattamy.

NINTH ORDER OF BUSINESS

Discussion Items

There being none, the next order of business followed.

TENTH ORDER OF BUSINESS

Other Business, Updates, and Supervisor Comments

Mr. Hulme requested an update on FEMA claims still proceeding, records 75% digitized, still waiting on Harmony CDD to purchase Conex trailer, and cost to purchase versus renting.

Purchase of trailer will be on the October agenda.

Discussion ensued regarding no further update on eminent domain.

Ms. Starks asked about the engineer’s attendance at a meeting with the school district which was a previous discussion at a workshop, the attorney attended one meeting by motion, and desire to use District resources appropriately.

Mr. Filak requested an update on GOGov, which CROA will consider at their meeting tomorrow. Discussion ensued regarding site being live and working, and waiting for CROA to consider participating in GOGov and phasing out of CeleService.

ELEVENTH ORDER OF BUSINESS

Public Comment Period

There being none, the next order of business followed.

Celebration CDD
September 26, 2023, meeting

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. McLaughlin, seconded by Ms. Starks, with all in favor, the meeting was adjourned at 8:30 p.m.

Angel Montagna, Secretary

Greg Filak, Chairman

Subsection 6B

Invoices and Check Register

CELEBRATION

Community Development District

Check Register

September 30, 2023



Hanson Walter & Associates, Inc
 8 Broadway
 Suite 104
 Kissimmee, FL 34741
 407-847-9433

Page: 1 of 1
 4204
 5288243

INVOICE

CELEBRATION COMMUNITY DEVELOPMENT DIST. 313 CAMPUS STREET CELEBRATION, FL 34747	CLIENT ID: 6209 INVOICE #: 5288243 INVOICE DATE: 9/13/2023 DUE DATE: 9/23/2023 BILLED THROUGH: 8/31/2023
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CELEBRATION CDD CONSULTATIONS
 JOB ID: 4204

PO:

PERIOD: August 2023
 For Services Rendered Through August 31, 2023

Review and search CO docs for attic space, corr w/ architect on converting attic space, prepare for and attend CDD workshop, research Lake Rainhurd for littoral shelves, scan in CCDD building plans, review root barrier ordinance and research old mintues for depth and width discussion, review K-8 school lot for recreation Tract E/F civil corridor research, artisan park re-pave contract review, prepare baseball fields exhibits on Tract E/F and Island Village Tract, Attend meeting with SDOC on K-8 Tract Options, Prepare for and attend CDD budget meeting, corr w/ planner on K-8 retract site, east lawn ponds modified gates and hurricane Idalia prep.

	Total Billed To Date	Amount Previously Billed	Amount This Billing
TIME & MATERIALS			
PROFESSIONAL CIVIL ENGINEERING SERVICES	348,451.60	343,834.10	4,617.50
ISLAND VILLAGE- MATTAMY HOMES	42,958.75	38,660.00	4,298.75
CELEBRATION POINTE	2,047.50	2,047.50	0.00
EXTRA: I-4 TAKING- PARCEL 07-25-28-2783-0001-3561	0.00	0.00	0.00
PROFESSIONAL LAND SURVEYING SERVICES	21,522.70	21,522.70	0.00
STORMWATER NEEDS ANALYSIS 2021	0.00	0.00	0.00
EXTRA: 717 EASTLAWN TREE SURVEY	831.95	831.95	0.00
REIMBURSABLES	837.57	837.57	0.00
	416,650.07	407,733.82	8,916.25

PLEASE REMIT TO:
 Hanson, Walter & Associates, Inc.
 8 Broadway Suite 104
 Kissimmee, FL 34741

Total Invoice \$8,916.25

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 9/1/23 to 9/30/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
SOUTHSTATE BANK GF (NEW) - (ACCT#XXXXX7106)							
CHECK # 10408							
09/05/23	Vendor	CELEBRATION HARDWARE	367240	RAKE BOW WELDED WOOD	R&M-Equipment	001-546022-53901	\$45.98
09/05/23	Vendor	CELEBRATION HARDWARE	367677	CLEAR 2 GANG WP COVER	R&M-Common Area	001-546016-53901	\$22.99
Check Total							\$68.97
CHECK # 10409							
09/05/23	Vendor	FUSION SYNERGY, LLC	665	RGB UNDERWATER FIXTURES	Prepaid Items	155000	\$9,000.00
Check Total							\$9,000.00
CHECK # 10410							
09/05/23	Vendor	LYNCH OIL COMPANY, INC	15268189	DYED DIESEL/KEROSENE FUEL	Fuel, Gasoline and Oil	001-540004-53901	\$29.66
Check Total							\$29.66
CHECK # 10411							
09/05/23	Vendor	PROPET DISTRIBUTORS	143446	LITTER P/U BAGS / TRASH BAGS	TRASH BAGS	001-546016-53901	\$479.00
09/05/23	Vendor	PROPET DISTRIBUTORS	143446	LITTER P/U BAGS / TRASH BAGS	PICK UP BAGS	001-546016-53901	\$1,548.00
09/05/23	Vendor	PROPET DISTRIBUTORS	143446	LITTER P/U BAGS / TRASH BAGS	DISCOUNT	001-546016-53901	(\$136.80)
09/05/23	Vendor	PROPET DISTRIBUTORS	143446	LITTER P/U BAGS / TRASH BAGS	DISCOUNT	001-546016-53901	(\$30.00)
Check Total							\$1,860.20
CHECK # 10412							
09/05/23	Vendor	RENTAL WORLD OF OSCEOLA	374625	REPAIR BROKE MOTOR SIDE	R&M-Equipment	001-546022-53901	\$141.28
Check Total							\$141.28
CHECK # 10413							
09/15/23	Vendor	CELEBRATION HARDWARE	367780	LINER DRUM CLR 1.2MIL	R&M-Common Area	001-546016-53901	\$75.98
Check Total							\$75.98
CHECK # 10414							
09/15/23	Vendor	CHURCHILLSGROUP HOLDINGS INC	31858	SEPT 2023 SPLASH PAD SVC	Contracts-Fountain	001-534023-53901	\$661.50
Check Total							\$661.50
CHECK # 10415							
09/15/23	Vendor	HOME DEPOT	072823-6774	JULY PURCHASES - FIELD/FACILITIES SUPPLIES	SAFETY GLASSES	001-546016-53901	\$130.27
09/15/23	Vendor	HOME DEPOT	072823-6774	JULY PURCHASES - FIELD/FACILITIES SUPPLIES	SHADE STRUCTURE ROOF PRIME	001-564104-53918	\$11.98
09/15/23	Vendor	HOME DEPOT	072823-6774	JULY PURCHASES - FIELD/FACILITIES SUPPLIES	TOOL; WIRE	001-546095-54101	\$101.87
09/15/23	Vendor	HOME DEPOT	072823-6774	JULY PURCHASES - FIELD/FACILITIES SUPPLIES	GLOVES; END BALUSTER; DECK SCREWS	001-546009-53901	\$279.10
Check Total							\$523.22
CHECK # 10416							
09/15/23	Vendor	LYNCH OIL COMPANY, INC	15188852	DYED DIESEL/KEROSENE FUEL	Fuel, Gasoline and Oil	001-540004-53901	\$177.81
09/15/23	Vendor	LYNCH OIL COMPANY, INC	15215844	DYED DIESEL/KEROSENE FUEL	Fuel, Gasoline and Oil	001-540004-53901	\$210.65
Check Total							\$388.46

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 9/1/23 to 9/30/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 10417							
09/15/23	Vendor	REEDY CREEK IMPROVEMENT	ADM4910	DRAINAGE FEE 2022	Contracts-Water Quality	001-534048-53001	\$20,874.61
09/15/23	Vendor	REEDY CREEK IMPROVEMENT	ADM4910	DRAINAGE FEE 2022	Due From Other Districts	001-133500-53001	\$5,218.65
Check Total							<u>\$26,093.26</u>
CHECK # 10418							
09/15/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI006327	SEPT 2023 LAKE MAINT	Contracts-Aquatic Control	001-534067-53001	\$11,488.50
Check Total							<u>\$11,488.50</u>
CHECK # 10419							
09/15/23	Vendor	TOP-AIR HEATING & AIR CONDITIONING	1499	A/C 4000 SVC	Building Op Costs	001-563034-53901	\$1,079.10
Check Total							<u>\$1,079.10</u>
CHECK # 10420							
09/15/23	Vendor	VANGUARD CLEANING SYSTEMS	36513	SEPT 2023 SVC CHARGE	Building Op Costs	001-563034-53901	\$438.00
Check Total							<u>\$438.00</u>
CHECK # 10421							
09/20/23	Vendor	CELEBRATION HARDWARE	368284	LUBE PNTRT/LINER DRUM/TIEDOWN RCHT	R&M-Common Area	001-546016-53901	\$77.96
09/20/23	Vendor	CELEBRATION HARDWARE	368883	BLEACH CONC OUTDOOR	R&M-Common Area	001-546016-53901	\$71.94
09/20/23	Vendor	CELEBRATION HARDWARE	368931	LINER DRUM CLR 1.2 MIL/PHIL PAN MS	R&M-Common Area	001-546016-53901	\$44.78
Check Total							<u>\$194.68</u>
CHECK # 10422							
09/20/23	Vendor	CHURCHILLSGROUP HOLDINGS INC	31882	CHEMICALS:TAB/STICK	R&M-Fountain	001-546032-53901	\$359.23
Check Total							<u>\$359.23</u>
CHECK # 10423							
09/20/23	Vendor	HOME DEPOT	082823-6774	PURCHASES THRU AUG 2023	FIELD SUPPLIES	001-546009-53901	\$330.81
09/20/23	Vendor	HOME DEPOT	082823-6774	PURCHASES THRU AUG 2023	FIELD SUPPLIES	001-546084-53901	\$300.45
Check Total							<u>\$631.26</u>
CHECK # 10424							
09/20/23	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	106644	GEN COUNSEL THRU OCT 2022	Accounts Receivable	001-115000-51401	\$337.50
09/20/23	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	106645	MATTER ID: 2374-011 OCT 2022 INCORPORATION	ProfServ-Incorporation Study Legal	001-531117-51401	\$1,002.50
09/20/23	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	119555	JULY 2023 - EMINENT DOMAIN	ProfServ-Legal Services	001-531023-51401	\$504.00
09/20/23	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	119554	JULY 2023 ISLAND VILLAGE PROJECT	Accounts Receivable	001-115000-51401	\$200.50
09/20/23	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	119553	JULY 2023	ProfServ-Legal Services	001-531023-51401	\$4,295.41
Check Total							<u>\$6,339.91</u>
CHECK # 10425							
09/20/23	Vendor	NASH CONSTRUCTION, INC	CDD2302	SHADE STRUCTURES ROOF - SEAMLESS GUTTERS	Capital Projects	001-564104-53918	\$2,150.00
Check Total							<u>\$2,150.00</u>

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 9/1/23 to 9/30/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 10426							
09/20/23	Vendor	ORLANDO SENTINEL	078622849000	NOTICE OF MEETING	Legal Advertising	001-548002-51301	\$387.00
Check Total							\$387.00
CHECK # 10428							
09/20/23	Vendor	PIP PRINTING & SIGNWORKS	152899	SIGN MAINT - WHITE & BLANK	R&M-Signage/Radar Sign Maintenance	001-546994-54101	\$88.40
Check Total							\$88.40
CHECK # 10429							
09/20/23	Vendor	RENTAL WORLD OF OSCEOLA	354782	SAND BLASTING	R&M-Roads & Alleyways	001-546081-53901	\$63.92
Check Total							\$63.92
CHECK # 10430							
09/20/23	Vendor	SITEX AQUATICS LLC	7660B-121	10 AIRFLO ELEMNT FILTERS	R&M-Fountain	001-546032-53001	\$414.15
Check Total							\$414.15
CHECK # 10431							
09/26/23	Vendor	CELEBRATION HARDWARE	369381	GLOVE NITRILE/CORD BUNGEE/LUBE PNTRT	R&M-Common Area	001-546016-53901	\$41.93
09/26/23	Vendor	CELEBRATION HARDWARE	369575	LINER DRUM CLR; HWH DRL 12-14X2	R&M-Common Area	001-546016-53901	\$78.98
09/26/23	Vendor	CELEBRATION HARDWARE	370143	SAW ABRASIVE MASONRY	R&M-Sidewalks	001-546084-53901	\$8.78
09/26/23	Vendor	CELEBRATION HARDWARE	370238	POLE EXTENSION/LINER DRUM CLR/ TAPE MSKG PNT	R&M-Common Area	001-546016-53901	\$150.96
Check Total							\$280.65
CHECK # 10432							
09/26/23	Vendor	CLARKE ENVIRONMENTAL MOSQUITO	001031304	SEPT 2023 MOSQUITO MGMT SVC	Contracts-Pest Control	001-534125-53001	\$20,752.38
Check Total							\$20,752.38
CHECK # 10433							
09/26/23	Vendor	HANSON, WALTER & ASSOCIATES, I	5288243	AUG 2023 SVCS	ProfServ-Engineering	001-531013-51501	\$4,617.50
09/26/23	Vendor	HANSON, WALTER & ASSOCIATES, I	5288243	AUG 2023 SVCS	ISLAND VILLAGE	001-115000-51501	\$4,298.75
Check Total							\$8,916.25
CHECK # 10434							
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	ADMINS SVCS	001-531027-51201	\$8,049.25
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	FIELD OPS	001-531016-53901	\$93,372.75
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	POSTAGE	001-541006-51301	\$24.12
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	RECORD STORAGE	115000	\$1,050.00
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	CONF ROOM COMPUTER SUPPLIES FOR MTGS.	001-551015-51301	\$315.87
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	CONF ROOM COMPUTER SUPPLIES FOR MTGS.	001-551015-51301	\$9.42
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	CONF ROOM COMPUTER SUPPLIES FOR MTGS.	001-551015-51301	\$32.19
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	PAINT SPRAYER	001-546313-53901	\$1,121.25
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	SIDEWALKS	001-546084-53901	\$137.98
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	LAWN MOVER TIRES	001-546022-53901	\$206.98
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	ATV TIRE	001-546022-53901	\$227.42
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	FUEL FILTER	001-546022-53901	\$27.44

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 9/1/23 to 9/30/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	OIL	001-546022-53901	(\$18.54)
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	OIL	001-546022-53901	\$102.32
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	BATHROOM TOILET	001-563034-53901	\$38.33
09/26/23	Vendor	INFRAMARK, LLC	98383	JULY 2023 MGMT SVCS	COMPUTERS FOR BM	001-551015-51301	\$2,499.13
Check Total							\$107,195.91
CHECK # 10435							
09/26/23	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	228709	SEPT 2023 LANDSCAPE MAINT	Contracts-Shrub Maintenance	001-534106-53901	\$21,910.83
09/26/23	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	228709	SEPT 2023 LANDSCAPE MAINT	Contracts-Ground/Turf/Tree/Maintenance	001-534182-53901	\$47,637.17
09/26/23	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	228709	SEPT 2023 LANDSCAPE MAINT	Contracts-Irrigation	001-534073-53901	\$8,058.00
09/26/23	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	228709	SEPT 2023 LANDSCAPE MAINT	Contracts-Ground/Turf/Tree/Maintenance	001-534182-53901	\$6,416.67
09/26/23	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	228709	SEPT 2023 LANDSCAPE MAINT	Contracts-General Site/ Trash and Debris	001-534179-53901	\$4,249.99
Check Total							\$88,272.66
CHECK # 10436							
09/26/23	Vendor	K AND D CONCRETE INC	256	IRR REPAIRS- CONCRETE MATERIALS	R&M-Sidewalks	001-546084-53901	\$297.00
Check Total							\$297.00
CHECK # 10437							
09/26/23	Vendor	LYNCH OIL COMPANY, INC	15372559	FUEL	Fuel, Gasoline and Oil	001-540004-53901	\$704.87
Check Total							\$704.87
CHECK # 10439							
09/26/23	Vendor	PIP PRINTING & SIGNWORKS	153377	ALLEY CLOSED YARD SIGN	R&M-Signage/Radar Sign Maintenance	001-546994-54101	\$575.89
Check Total							\$575.89
CHECK # 10441							
09/26/23	Vendor	REXEL USA	S137486119.001	STREETLIGHTS- SYL	R&M-Streetlights	001-546095-54101	\$648.00
09/26/23	Vendor	REXEL USA	S136747494.005	CM FOR INV 136747494.002/136747494.004	R&M-Streetlights	001-546095-54101	(\$204.14)
09/26/23	Vendor	REXEL USA	S136747494.005	CM FOR INV 136747494.002/136747494.004	R&M-Streetlights	001-546095-54101	(\$408.29)
09/26/23	Vendor	REXEL USA	S136747494.003	CM FOR IN S136747494.001	R&M-Streetlights	001-546095-54101	(\$747.71)
09/26/23	Vendor	REXEL USA	S137472907.001	BULBS	R&M-Streetlights	001-546095-54101	\$432.94
09/26/23	Vendor	REXEL USA	S137486119.002	BULBS	R&M-Streetlights	001-546095-54101	\$432.00
09/26/23	Vendor	REXEL USA	S137129338.000	CR FOR INVOICE S137129338.001	R&M-Streetlights	001-546095-54101	(\$394.08)
09/26/23	Vendor	REXEL USA	S137472907.002	CR FOR INV S137472907.001	R&M-Streetlights	001-546095-54101	(\$432.94)
09/26/23	Vendor	REXEL USA	S137494882.001	BULBS	R&M-Streetlights	001-546095-54101	\$433.89
09/26/23	Vendor	REXEL USA	S137590707.001	BULBS	R&M-Streetlights	001-546095-54101	\$1,627.38
09/26/23	Vendor	REXEL USA	S137472907.003	BULBS	R&M-Streetlights	001-546095-54101	\$649.41
09/26/23	Vendor	REXEL USA	S137472907.004	CR FOR INVOICE S137472907.003	R&M-Streetlights	001-546095-54101	(\$649.41)
Check Total							\$1,387.05
CHECK # 10442							
09/26/23	Vendor	SESCO LIGHTING, INC.	INV140099	STREETLIGHTS STERNBERG	R&M-Streetlights	001-546095-54101	\$14,325.00
Check Total							\$14,325.00

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 9/1/23 to 9/30/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 10443							
09/26/23	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	134530912-001	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$1,752.12
09/26/23	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	134530912-002	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$71.34
09/26/23	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	134447264-001	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$72.84
09/26/23	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	134553066-001	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$137.59
09/26/23	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	133618081-001	CM FOR BILLING ERROR	R&M-Irrigation	001-546041-53901	(\$179.95)
09/26/23	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	134675433-001	CREDIT RETURN BILLING ERROR	R&M-Irrigation	001-546041-53901	(\$7.17)
Check Total							\$1,846.77
CHECK # 10444							
09/26/23	Vendor	SOUTHERN PINE LUMBER CO. OF ORLANDO, INC.	40073485	LUMBER - BOARD WALKS	R&M-Boardwalks	001-546009-53901	\$1,588.20
Check Total							\$1,588.20
CHECK # 10445							
09/26/23	Vendor	USA SEAL & STRIPE, LLC	3101	ASPHALT PAVING WORK ARTISAN PK VALLEY-WAYS EAST	R&M-Road Cleaning	001-546080-54101	\$63,732.00
09/26/23	Vendor	USA SEAL & STRIPE, LLC	323	SWEEPING SVC 9/15/23	R&M-Road Cleaning	001-546080-54101	\$2,750.00
Check Total							\$66,482.00
CHECK # 10446							
09/26/23	Vendor	OSCEOLA SHERIFF'S OFFICE	54808	SEC PATROL 8/13-8/26/23	Security Service-Sheriff	001-534365-52001	\$12,464.06
09/26/23	Vendor	OSCEOLA SHERIFF'S OFFICE	54870	SEC SVCS 8/27-9/9/23	Security Service-Sheriff	001-534365-52001	\$10,390.16
Check Total							\$22,854.22
CHECK # 10447							
09/27/23	Vendor	ENTERPRISE CDD	082323 ACH	BILL PRD 7/11-8/10/23	R&M-Common Area	001-546016-53901	\$15,096.02
Check Total							\$15,096.02
CHECK # 10448							
09/27/23	Vendor	ENTERPRISE CDD	082323-8003356022	Correct Inv 8003356022	R&M-Common Area	001-546016-53901	\$1,558.20
Check Total							\$1,558.20
ACH #DD658							
09/01/23	Vendor	REPUBLIC SERVICES - ACH	0690-000700145	REFUSE REMOVAL 8/10/23	Utility - Refuse Removal	001-543020-53901	\$619.99
ACH Total							\$619.99
ACH #DD661							
09/05/23	Vendor	DUKE ENERGY-ACH	081423 ACH	BILL PRD 7/6-8/4/23	R&M-Irrigation	001-546041-53901	\$239.29
09/05/23	Vendor	DUKE ENERGY-ACH	081423 ACH	BILL PRD 7/6-8/4/23	Electricity - Streetlighting	001-543013-54101	\$1,837.77
09/05/23	Vendor	DUKE ENERGY-ACH	081423 ACH	BILL PRD 7/6-8/4/23	Electricity - General	001-543006-53901	\$4,788.08
09/05/23	Vendor	DUKE ENERGY-ACH	081423 ACH	BILL PRD 7/6-8/4/23	Building Op Costs	001-563034-53901	\$504.98
ACH Total							\$7,370.12
ACH #DD663							
09/08/23	Vendor	DAVID HULME - EFT	082123-BP	BOARD MEETING 8/21/23	PIR-Board of Supervisors	001-511001-51101	\$200.00
ACH Total							\$200.00

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 9/1/23 to 9/30/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD665							
09/15/23	Vendor	REPUBLIC SERVICES - ACH	0690-000701731 ACH	REFUSE REMOVAL	Utility - Refuse Removal	001-543020-53901	\$1,102.46
							ACH Total
							<u>\$1,102.46</u>
ACH #DD666							
09/15/23	Vendor	SMART CITY TELECOM	090123-1187 ACH	BILL PRD SEPT 2023	Communication - Telephone	001-541003-51301	\$135.49
							ACH Total
							<u>\$135.49</u>
ACH #DD667							
09/15/23	Vendor	SMART CITY TELECOM	090123-0025 ACH	BILL PRD SEPT 2023	Communication - Telephone	001-541003-51301	\$177.80
							ACH Total
							<u>\$177.80</u>
ACH #DD668							
09/11/23	Vendor	WILLIAMS SCOTSMAN INC. - ACH	9018813861	25 X 10 RENTAL	Rentals - General	001-544001-53901	\$278.07
							ACH Total
							<u>\$278.07</u>
ACH #DD670							
09/15/23	Vendor	SMART CITY TELECOM	090123-0231	BILL PRD SEPT 2023	R&M-Irrigation	001-546041-53901	\$124.29
							ACH Total
							<u>\$124.29</u>
ACH #DD671							
09/20/23	Vendor	REPUBLIC SERVICES - ACH	0690-000701735 ACH	REFUSE REMOVAL	Utility - Refuse Removal	001-543020-53901	\$180.00
							ACH Total
							<u>\$180.00</u>
							Account Total
							<u><u>\$424,797.97</u></u>

Subsection 6C

Financial Statements

CELEBRATION

Community Development District

Financial Report

September 30, 2023



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CELEBRATION

Community Development District

Financial Statements

(Unaudited)

September 30, 2023

CELEBRATION

Community Development District

Governmental Funds

Balance Sheet
September 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2013A DEBT SERVICE FUND	SERIES 2021 DEBT SERVICE FUND	SERIES 2002 CAPITAL PROJECTS FUND	SERIES 2021 CAPITAL PROJECTS FUND	TOTAL
ASSETS						
Cash - Checking Account	\$ 2,039,938	\$ -	\$ -	\$ -	\$ -	\$ 2,039,938
Accounts Receivable	120,040	-	-	-	-	120,040
Due From Other Funds	-	-	-	12	-	12
Investments:						
Certificates of Deposit - 12 Months	750,000	-	-	-	-	750,000
Certificates of Deposit - 3 Months	500,000	-	-	-	-	500,000
Certificates of Deposit - 6 Months	750,000	-	-	-	-	750,000
Money Market Account	120,609	-	-	116,075	-	236,684
Treasury Bills (6 months)	2,666,413	-	-	-	-	2,666,413
Construction Fund	-	-	-	-	42,812	42,812
Prepayment Account	-	251	81	-	-	332
Reserve Fund	-	196,688	207,000	-	-	403,689
Revenue Fund	-	401,855	133,530	-	-	535,385
FMV Adjustment	(24,871)	-	-	-	-	(24,871)
Prepaid Items	4,025	-	-	-	-	4,025
Deposits	3,804	-	-	-	-	3,804
TOTAL ASSETS	\$ 6,929,958	\$ 598,794	\$ 340,611	\$ 116,087	\$ 42,812	\$ 8,028,264
LIABILITIES						
Accounts Payable	\$ 312,278	\$ -	\$ -	\$ -	\$ -	\$ 312,278
Accrued Expenses	7,340	-	-	-	-	7,340
Unearned Revenue	556,789	-	-	-	-	556,789
Due To Other Districts	82,686	-	-	-	-	82,686
Sales Tax Payable	41	-	-	-	-	41
Other Current Liabilities	206,677	-	-	-	-	206,677
Due To Other Funds	12	-	-	-	-	12
TOTAL LIABILITIES	1,165,823	-	-	-	-	1,165,823

CELEBRATION

Community Development District

Governmental Funds

Balance Sheet
September 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2013A DEBT SERVICE FUND	SERIES 2021 DEBT SERVICE FUND	SERIES 2002 CAPITAL PROJECTS FUND	SERIES 2021 CAPITAL PROJECTS FUND	TOTAL
FUND BALANCES						
Nonspendable:						
Prepaid Items	4,025	-	-	-	-	4,025
Deposits	3,804	-	-	-	-	3,804
Restricted for:						
Debt Service	-	598,794	340,611	-	-	939,407
Capital Projects	-	-	-	116,087	42,812	158,899
Assigned to:						
Operating Reserves	1,157,075	-	-	-	-	1,157,075
Reserves - Annual Contribution	100,000	-	-	-	-	100,000
Reserves - Assessment Stabilization	400,000	-	-	-	-	400,000
Reserves - Boardwalk & Trail R&R	375,000	-	-	-	-	375,000
Reserves - Capital Projects	1,019,998	-	-	-	-	1,019,998
Reserves - Disaster Relief	1,000,000	-	-	-	-	1,000,000
Reserves - Roads & Alleyways	112,452	-	-	-	-	112,452
Reserves - Self Insurance	79,300	-	-	-	-	79,300
Unassigned:	1,512,481	-	-	-	-	1,512,481
TOTAL FUND BALANCES	\$ 5,764,135	\$ 598,794	\$ 340,611	\$ 116,087	\$ 42,812	\$ 6,862,441
TOTAL LIABILITIES & FUND BALANCES	\$ 6,929,958	\$ 598,794	\$ 340,611	\$ 116,087	\$ 42,812	\$ 8,028,264

CELEBRATION

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
REVENUES				
Interest - Investments	\$ 162,000	\$ 325,481	200.91%	\$ 7,680
Right-of-Way Fees Electricity	950,000	1,000,767	105.34%	102,718
Right-of-Way Fees Telecom.	31,759	18,415	57.98%	-
Right-of-Way Fees Gas	1,282	4,035	314.74%	189
Interlocal Agreement - Enterprise (Security)	20,000	-	0.00%	-
Interlocal Agreement - Enterprise (Field)	20,000	-	0.00%	-
Interest - Tax Collector	10	3,021	30210.00%	-
Building Rental Income	19,619	19,619	100.00%	13,668
Building Operating Cost Income	14,448	14,448	100.00%	1,204
Special Assmnts- Tax Collector	3,311,044	3,311,968	100.03%	-
Special Assmnts- CDD Collected	5,581	5,581	100.00%	-
Special Assmnts- Discounts	(132,442)	(120,627)	91.08%	-
Other Miscellaneous Revenues	350,000	17,346	4.96%	1
TOTAL REVENUES	4,753,301	4,600,054	96.78%	125,460

EXPENDITURES

Administration

P/R-Board of Supervisors	10,200	8,000	78.43%	-
FICA Taxes	780	566	72.56%	-
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	2,000	-	0.00%	-
ProfServ-Engineering	24,000	43,312	180.47%	4,618
ProfServ-Legal Services	40,000	57,466	143.67%	13,794
ProfServ-Mgmt Consulting	96,591	96,591	100.00%	8,049
ProfServ-Property Appraiser	1,400	2,886	206.14%	-
ProfServ-Special Assessment	24,612	24,612	100.00%	-
ProfServ-Trustee Fees	10,000	8,081	80.81%	-
ProfServ-Web Site Development	2,000	2,018	100.90%	-
ProfServ- Answering Service	2,700	4,830	178.89%	1,136
ProfServ-Incorporation Study Legal	30,000	1,303	4.34%	-
Auditing Services	5,000	5,000	100.00%	-
Communication - Telephone	11,000	6,622	60.20%	313
Postage and Freight	700	8,847	1263.86%	8,184
Insurance - General Liability	55,000	79,980	145.42%	-

CELEBRATION

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
Insurance-Workmans Comp	300	850	283.33%	-
Printing and Binding	3,800	728	19.16%	-
Legal Advertising	1,800	1,945	108.06%	454
Misc-Non Ad Valorem Taxes	750	-	0.00%	-
Misc-Assessment Collection Cost	66,221	63,827	96.38%	-
Misc-Contingency	3,000	19,884	662.80%	(4,187)
Office Supplies	500	119	23.80%	-
Computer Supplies/Equipment	-	2,857	0.00%	2,857
Annual District Filing Fee	175	175	100.00%	-
Total Administration	393,729	440,499	111.88%	35,218
<u>Public Safety</u>				
Contracts-Security Camera	-	24,800	0.00%	-
Security Service - Sheriff	170,000	144,492	85.00%	33,264
Total Public Safety	170,000	169,292	99.58%	33,264
<u>Physical Environment</u>				
Contracts-Water Quality	22,000	20,875	94.89%	-
Contracts-Aquatic Control	130,000	134,708	103.62%	11,489
Contracts-Pest Control	249,029	249,029	100.00%	20,752
R&M-Wetland	1,000	60,160	6016.00%	-
Misc-Contingency	-	26,500	0.00%	26,500
Total Physical Environment	402,029	491,272	122.20%	58,741
<u>Flood Control/Stormwater Mgmt</u>				
R&M-Canal Bank Restoration	10,000	-	0.00%	-
R&M-Stormwater System	33,768	104,223	308.64%	-
Total Flood Control/Stormwater Mgmt	43,768	104,223	238.13%	-
<u>Field</u>				
ProfServ-Field Management	1,120,473	1,120,473	100.00%	93,373
Contracts-Fountain	8,500	7,844	92.28%	662
Contracts-Mulch	105,638	71,760	67.93%	-
Contracts-Irrigation	96,696	96,696	100.00%	8,058
Contracts-Trees & Trimming	147,760	144,080	97.51%	30,000
Contracts-Shrub Maintenance	262,930	262,930	100.00%	21,911
Contracts-Annals	16,380	17,440	106.47%	-

CELEBRATION

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
Contracts-General Site/ Trash and Debris	51,000	51,000	100.00%	4,250
Contracts-Ground/Turf/Tree/Maintenance	648,646	648,646	100.00%	54,054
Fuel, Gasoline and Oil	19,000	9,249	48.68%	824
Electricity - General	35,000	51,732	147.81%	4,756
Utility - Refuse Removal	17,000	18,426	108.39%	3,094
Rentals - General	2,652	3,364	126.85%	278
R&M-Aeration	25,000	10,004	40.02%	-
R&M-Boardwalks	25,000	23,364	93.46%	1,919
R&M-Common Area	60,000	111,297	185.50%	17,789
R&M-Equipment	20,000	16,566	82.83%	4,043
R&M-Fountain	10,000	15,242	152.42%	1,348
R&M-Other Landscape	115,000	87,390	75.99%	165
R&M-Irrigation	65,000	98,465	151.48%	2,216
R&M-Roads & Alleyways	18,000	116,523	647.35%	63,732
R&M-Sidewalks	200,000	226,402	113.20%	1,374
R&M-Emergency & Disaster Relief	-	51,686	0.00%	-
R&M- Tree Removal/Replacement	60,000	79,332	132.22%	-
R&M-Fire Equipment	1,100	1,022	92.91%	-
R&M-Painting	10,000	1,193	11.93%	1,193
Misc-Contingency	15,000	19,956	133.04%	224
Building Op Costs	15,000	41,945	279.63%	2,135
Capital Outlay	-	9,000	0.00%	9,000
Total Field	3,170,775	3,413,027	107.64%	326,398
<u>Capital Expenditures & Projects</u>				
Capital Projects	125,000	146,994	117.60%	2,150
Total Capital Expenditures & Projects	125,000	146,994	117.60%	2,150
<u>Road and Street Facilities</u>				
Electricity - Streetlights	140,000	180,282	128.77%	15,997
R&M-Road Cleaning	78,000	85,000	108.97%	2,750
R&M-Streetlights	120,000	114,636	95.53%	19,314
R&M-Signage/Radar Sign Maintenance	10,000	10,245	102.45%	664
Total Road and Street Facilities	348,000	390,163	112.12%	38,725

CELEBRATION

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
Reserves				
Reserves-Annual Contribution	100,000	-	0.00%	-
Total Reserves	100,000	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	4,753,301	5,155,470	108.46%	494,496
Excess (deficiency) of revenues				
Over (under) expenditures	-	(555,416)	0.00%	(369,036)
Net change in fund balance	\$ -	\$ (555,416)	0.00%	\$ (369,036)
FUND BALANCE, BEGINNING (OCT 1, 2022)	6,319,551	6,319,551		
FUND BALANCE, ENDING	\$ 6,319,551	\$ 5,764,135		

CELEBRATION

Community Development District

Series 2013A Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
REVENUES				
Interest - Investments	\$ 118	\$ 25,366	21496.61%	\$ 2,495
Special Assmnts- Tax Collector	424,665	424,783	100.03%	-
Special Assmnts- Discounts	(16,987)	(15,471)	91.08%	-
TOTAL REVENUES	407,796	434,678	106.59%	2,495
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	8,493	8,186	96.39%	-
Total Administration	8,493	8,186	96.39%	-
Debt Service				
Debt Retirement Series A	225,000	225,000	100.00%	-
Principal Prepayments	-	10,000	0.00%	-
Interest Expense Series A	170,963	170,838	99.93%	-
Total Debt Service	395,963	405,838	102.49%	-
TOTAL EXPENDITURES	404,456	414,024	102.37%	-
Excess (deficiency) of revenues Over (under) expenditures	3,340	20,654	n/a	2,495
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	3,340	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	3,340	-	0.00%	-
Net change in fund balance	\$ 3,340	\$ 20,654	n/a	\$ 2,495
FUND BALANCE, BEGINNING (OCT 1, 2022)	578,140	578,140		
FUND BALANCE, ENDING	\$ 581,480	\$ 598,794		

CELEBRATION

Community Development District

Series 2021 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 3,541	0.00%	\$ 1,545
Special Assmnts- Tax Collector	440,598	440,721	100.03%	-
Special Assmnts- Discounts	(17,624)	(16,052)	91.08%	-
TOTAL REVENUES	422,974	428,210	101.24%	1,545
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	8,812	8,493	96.38%	-
Total Administration	8,812	8,493	96.38%	-
<u>Debt Service</u>				
Debt Retirement Series A	165,000	165,000	100.00%	-
Interest Expense Series A	251,019	251,019	100.00%	-
Total Debt Service	416,019	416,019	100.00%	-
TOTAL EXPENDITURES	424,831	424,512	99.92%	-
Excess (deficiency) of revenues Over (under) expenditures	(1,857)	3,698	n/a	1,545
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	-	(2,176)	0.00%	(941)
Contribution to (Use of) Fund Balance	(1,857)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(1,857)	(2,176)	n/a	(941)
Net change in fund balance	\$ (1,857)	\$ 1,522	n/a	\$ 604
FUND BALANCE, BEGINNING (OCT 1, 2022)	339,089	339,089		
FUND BALANCE, ENDING	\$ 337,232	\$ 340,611		

CELEBRATION

Community Development District

Series 2002 Capital Projects Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 502	0.00%	\$ 46
TOTAL REVENUES	-	502	0.00%	46
EXPENDITURES				
TOTAL EXPENDITURES	-	-	0.00%	-
Reserves				
	-	-	0.00%	-
Total Reserves	-	-	0.00%	-
TOTAL EXPENDITURES	-	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	-	502	0.00%	46
Net change in fund balance	\$ -	\$ 502	0.00%	\$ 46
FUND BALANCE, BEGINNING (OCT 1, 2022)	-	115,585		
FUND BALANCE, ENDING	\$ -	\$ 116,087		

CELEBRATION

Community Development District

Series 2021 Capital Projects Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 431	0.00%	\$ 189
TOTAL REVENUES	-	431	0.00%	189
EXPENDITURES				
TOTAL EXPENDITURES	-	-	0.00%	-
Reserves				
	-	-	0.00%	-
Total Reserves	-	-	0.00%	-
TOTAL EXPENDITURES	-	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	-	431	0.00%	189
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	2,176	0.00%	941
TOTAL FINANCING SOURCES (USES)	-	2,176	0.00%	941
Net change in fund balance	\$ -	\$ 2,607	0.00%	\$ 1,130
FUND BALANCE, BEGINNING (OCT 1, 2022)	-	40,205		
FUND BALANCE, ENDING	\$ -	\$ 42,812		

CELEBRATION
Community Development District

Trend Report - General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	TOTAL				
													Actual Thru 9/30/2023	FY2023 Total	Adopted Budget	% of Budget	
Revenues																	
Interest - Investments	\$ 3,291	\$ 3,035	\$ 2,307	\$ 2,458	\$ 144,793	\$ 2,806	\$ 9,544	\$ 38,436	\$ 8,902	\$ 7,993	\$ 94,236	\$ 7,680	\$ 325,481	\$ 325,481	\$ 162,000	201%	
Right-of-Way Fees Electricity	75,000	98,705	30,391	79,171	98,801	79,490	79,067	76,477	79,841	98,857	102,251	102,718	1,000,767	1,000,767	950,000	105%	
Right-of-Way Fees Telecom.	2,333	2,358	2,300	2,337	2,336	2,173	2,254	2,266	59	-	-	-	18,415	18,415	31,759	58%	
Right-of-Way Fees Gas	308	1,071	397	299	344	295	350	61	250	250	221	189	4,035	4,035	1,282	315%	
Interlocal Agreement - Enterprise (Security)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000	0%	
Interlocal Agreement - Enterprise (Field)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000	0%	
Interest - Tax Collector	-	-	-	2,514	-	-	328	-	-	179	-	-	3,021	3,021	10	30210%	
Building Rental Income	541	541	541	541	541	541	541	541	541	541	541	13,668	19,619	19,619	19,619	100%	
Building Operating Cost Income	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	14,448	14,448	14,448	100%	
Special Assmnts- Tax Collector	-	411,894	2,582,567	71,286	81,073	22,894	74,392	26,410	41,453	-	-	-	3,311,968	3,311,968	3,311,044	100%	
Special Assmnts- CDD Collected	5,581	-	-	-	-	-	-	-	-	-	-	-	5,581	5,581	5,581	100%	
Special Assmnts- Discounts	-	(16,760)	(101,886)	(2,147)	(1,702)	(237)	(33)	727	1,411	-	-	-	(120,627)	(120,627)	(132,442)	91%	
Other Miscellaneous Revenues	1	5,121	101	(99)	5,001	1	11	2,209	4,747	1	251	1	17,346	17,346	350,000	5%	
Total Revenues	88,259	507,169	2,517,922	157,564	332,391	109,167	167,658	148,331	138,408	109,025	198,704	125,460	4,600,054	4,600,054	4,753,301	97%	
Expenditures																	
Administrative																	
PIR-Board of Supervisors	-	600	200	200	600	1,600	400	800	-	1,200	2,400	-	8,000	8,000	10,200	78%	
FICA Taxes	-	46	15	15	46	122	31	61	-	92	138	-	566	566	780	73%	
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,200	0%	
ProfServ-Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%	
ProfServ-Engineering	-	-	7,588	-	4,597	2,678	2,126	2,159	19,023	525	-	4,618	43,312	43,312	24,000	180%	
ProfServ-Legal Services	1,195	-	654	-	9,734	6,555	-	14,917	5,799	-	4,819	13,794	57,466	57,466	40,000	144%	
ProfServ-Mgmt Consulting	8,049	8,049	8,049	8,049	8,049	8,049	8,049	8,049	8,049	8,049	8,049	8,049	96,591	96,591	96,591	100%	
ProfServ-Property Appraiser	-	726	-	-	-	2,160	-	-	-	-	-	-	2,886	2,886	1,400	206%	
ProfServ-Special Assessment	-	-	24,612	-	-	-	-	-	-	-	-	-	24,612	24,612	24,612	100%	
ProfServ-Trustee Fees	4,041	-	-	4,041	-	-	-	-	-	-	-	-	8,081	8,081	10,000	81%	
ProfServ-Web Site Development	1,553	-	157	-	-	-	308	-	-	-	-	-	2,018	2,018	2,000	101%	
ProfServ- Answering Service	262	251	-	-	873	287	211	131	452	180	1,048	1,136	4,830	4,830	2,700	179%	
ProfServ-Incorporation Study Legal	-	1,303	-	-	-	-	-	-	-	-	-	-	1,303	1,303	30,000	4%	
Auditing Services	-	-	-	-	-	5,000	-	-	-	-	-	-	5,000	5,000	5,000	100%	
Communication - Telephone	784	924	644	787	787	787	324	324	324	313	313	313	6,622	6,622	11,000	60%	
Postage and Freight	31	25	68	30	58	34	52	47	260	24	35	8,184	8,847	8,847	700	1264%	
Insurance - General Liability	49,980	-	5,000	-	-	-	-	-	-	-	25,000	-	79,980	79,980	55,000	145%	
Insurance-Workmans Comp	850	-	-	-	-	-	-	-	-	-	-	-	850	850	300	283%	
Printing and Binding	-	516	211	-	-	-	-	-	-	1	-	-	728	728	3,800	19%	
Legal Advertising	-	-	-	75	54	129	405	566	-	262	-	454	1,945	1,945	1,800	108%	

CELEBRATION
Community Development District

Trend Report - General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	TOTAL				
													Actual Thru 9/30/2023	FY2023 Total	Adopted Budget	% of Budget	
Misc-Non Ad Valorem Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	750	0%
Misc-Records Storage	-	-	-	-	-	-	-	1,050	-	(1,050)	-	-	-	-	-	-	0%
Misc-Assessment Collection Cost	-	7,903	49,614	1,383	1,587	453	1,487	543	857	-	-	-	-	63,827	63,827	66,221	96%
Misc-Contingency	438	(244)	420	-	14	3,400	1,084	-	1,050	2,100	15,810	(4,187)	-	19,884	19,884	3,000	663%
Office Supplies	-	-	-	-	119	-	-	-	-	-	-	-	-	119	119	500	24%
Computer Supplies/Equipment	-	-	-	-	-	-	-	-	-	-	-	2,857	-	2,857	2,857	-	0%
Annual District Filing Fee	-	175	-	-	-	-	-	-	-	-	-	-	-	175	175	175	100%
Total Administrative	67,183	20,274	97,232	14,580	26,518	31,254	14,477	28,647	35,814	11,696	57,612	35,218	440,499	440,499	393,729	112%	
Public Safety																	
Contracts-Security Camera	-	-	-	-	-	-	-	-	-	24,800	-	-	-	24,800	24,800	-	0%
Security Service - Sheriff	-	-	8,788	-	-	46,240	-	-	27,861	20,083	8,256	33,264	-	144,492	144,492	170,000	85%
Total Public Safety	-	-	8,788	-	-	46,240	-	-	27,861	44,883	8,256	33,264	169,292	169,292	170,000	100%	
Physical Environment																	
Contracts-Water Quality	-	-	-	-	-	-	-	-	-	-	20,875	-	-	20,875	20,875	22,000	95%
Contracts-Aquatic Control	10,700	10,700	10,700	10,700	11,489	11,489	11,489	11,489	11,489	11,489	11,489	11,489	-	134,708	134,708	130,000	104%
Contracts-Pest Control	20,752	20,752	20,752	20,752	20,752	20,752	20,752	20,752	20,752	20,752	20,752	20,752	-	249,029	249,029	249,029	100%
R&M-Wetland	-	15,000	-	-	-	-	-	-	3,720	41,440	-	-	-	60,160	60,160	1,000	6016%
Misc-Contingency	-	-	-	-	-	-	-	-	-	-	-	26,500	-	26,500	26,500	-	0%
Total Physical Environment	31,452	46,452	31,452	31,452	32,241	32,241	32,241	32,241	35,961	73,681	53,116	58,741	491,272	491,272	402,029	122%	
Flood Control/Stormwater Mgmt																	
R&M-Canal Bank Restoration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
R&M-Stormwater System	-	-	7,168	-	65,055	-	32,000	-	-	-	-	-	-	104,223	104,223	33,768	309%
Total Flood Control/Stormwater Mgmt	-	-	7,168	-	65,055	-	32,000	-	-	-	-	-	104,223	104,223	43,768	238%	
Field																	
ProfServ-Field Management	93,373	93,373	93,373	93,373	93,373	93,373	93,373	93,373	93,373	93,373	93,373	93,373	1,120,473	1,120,473	1,120,473	100%	
Contracts-Fountain	630	630	630	630	693	662	662	662	662	662	662	662	-	7,844	7,844	8,500	92%
Contracts-Mulch	-	-	-	-	-	-	-	-	71,760	-	-	-	-	71,760	71,760	105,638	68%
Contracts-Irrigation	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	-	96,696	96,696	96,696	100%
Contracts-Trees & Trimming	-	26,350	26,350	-	-	30,000	1,500	26,550	-	3,330	-	-	-	144,080	144,080	147,760	98%
Contracts-Shrub Maintenance	21,911	21,911	21,911	21,911	21,911	21,911	21,911	21,911	21,911	21,911	21,911	21,911	-	262,930	262,930	262,930	100%
Contracts-Annuals	-	-	4,312	-	-	4,150	3,668	-	-	5,310	-	-	-	17,440	17,440	16,380	106%
Contracts-General Site/ Trash and Debris	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	-	51,000	51,000	51,000	100%
Contracts-Ground/Turf/Tree/Maintenance	54,054	54,054	54,054	54,054	54,054	54,054	54,054	54,054	54,054	54,054	54,054	54,054	-	648,646	648,646	648,646	100%
Fuel, Gasoline and Oil	1,093	678	646	873	672	1,007	831	531	652	691	752	824	-	9,249	9,249	19,000	49%

CELEBRATION
Community Development District

Trend Report - General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	TOTAL			
													Actual Thru 9/30/2023	FY2023 Total	Adopted Budget	% of Budget
Electricity - General	3,600	2,794	4,234	-	8,909	3,384	4,036	4,408	5,172	5,650	4,788	4,756	51,732	51,732	35,000	148%
Utility - Refuse Removal	501	1,126	1,450	2,154	960	212	1,429	3,001	1,430	2,544	525	3,094	18,426	18,426	17,000	108%
Rentals - General	242	242	242	242	242	484	-	278	278	556	278	278	3,364	3,364	2,652	127%
R&M-Aeration	-	-	-	-	-	-	-	-	-	10,004	-	-	10,004	10,004	25,000	40%
R&M-Boardwalks	2,006	-	3,264	1,588	2,052	3,906	455	2,090	1,485	3,205	1,394	1,919	23,364	23,364	25,000	93%
R&M-Common Area	1,346	7,193	9,318	4,874	13,104	6,731	13,384	8,534	11,106	18,209	(291)	17,789	111,297	111,297	60,000	185%
R&M-Equipment	-	-	1,642	-	1,543	-	256	-	1,099	5,970	2,012	4,043	16,566	16,566	20,000	83%
R&M-Fountain	-	368	149	865	(579)	-	800	2,269	-	-	10,022	1,348	15,242	15,242	10,000	152%
R&M-Other Landscape	3,004	-	9,582	31,220	1,662	67,920	4,084	(67,324)	4,136	32,942	-	165	87,390	87,390	115,000	76%
R&M-Irrigation	5,185	626	4,091	4,214	2,802	3,485	4,151	836	2,124	63,810	4,924	2,216	98,465	98,465	65,000	151%
R&M-Roads & Alleyways	-	3,000	-	64	-	-	-	-	911	-	48,816	63,732	116,523	116,523	18,000	647%
R&M-Sidewalks	3,018	-	2,791	630	39,585	29,544	34,130	63,130	3,668	44,906	3,626	1,374	226,402	226,402	200,000	113%
R&M-Emergency & Disaster Relief	-	-	-	-	8,484	-	-	43,202	-	-	-	-	51,686	51,686	-	0%
R&M- Tree Removal/Replacement	-	-	40,259	2,000	-	26,550	15,541	(13,958)	8,941	-	-	-	79,332	79,332	60,000	132%
R&M-Fire Equipment	326	-	-	-	-	696	-	-	-	-	-	-	1,022	1,022	1,100	93%
R&M-Painting	-	-	-	-	-	-	-	-	-	-	-	1,193	1,193	1,193	10,000	12%
Misc-Contingency	-	11,000	4,703	3,000	806	-	201	-	23	-	-	224	19,956	19,956	15,000	133%
Building Op Costs	1,528	843	1,203	543	4,326	(1,924)	2,291	6,642	3,588	14,883	5,887	2,135	41,945	41,945	15,000	280%
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	9,000	9,000	9,000	-	0%
Total Field	204,125	236,496	296,512	234,543	266,907	358,453	269,065	334,257	226,921	394,318	265,041	326,398	3,413,027	3,413,027	3,170,775	108%
Capital Expenditures & Projects																
Capital Projects	-	-	-	-	111,628	-	-	-	-	33,204	12	2,150	146,994	146,994	125,000	118%
Total Capital Expenditures & Projects	-	-	-	-	111,628	-	-	-	-	33,204	12	2,150	146,994	146,994	125,000	118%
Road and Street Facilities																
Electricity - Streetlights	11,677	12,849	13,743	16,188	16,554	14,857	15,032	15,830	15,939	15,841	15,773	15,997	180,282	180,282	140,000	129%
R&M-Road Cleaning	8,000	8,000	8,000	10,000	11,000	13,750	11,000	2,750	4,250	2,750	2,750	2,750	85,000	85,000	78,000	109%
R&M-Streetlights	6,496	19,187	8,007	4,350	7,252	4,722	3,149	8,540	10,146	10,468	13,006	19,314	114,636	114,636	120,000	96%
R&M-Signage/Radar Sign Maintenance	3,661	-	234	-	-	391	4,000	1,295	-	-	-	664	10,245	10,245	10,000	102%
Total Road and Street Facilities	29,834	40,036	29,984	30,538	34,806	33,720	33,181	28,415	30,335	29,059	31,529	38,725	390,163	390,163	348,000	112%
Non-Operating																
Reserves-Annual Contribution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	0%
Total Non-Operating	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	0%
Total Expenditures	332,594	343,258	471,136	311,113	537,155	501,908	380,964	423,560	356,892	586,841	415,566	494,496	5,155,470	5,155,470	4,753,301	108%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2023

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	TOTAL				
													Actual Thru 9/30/2023	FY2023 Total	Adopted Budget	% of Budget	
Excess (deficiency) of revenues																	
Over (under) expenditures	\$ (244,335)	\$ 163,911	#####	\$ (153,549)	\$ (204,764)	\$ (392,741)	\$ (213,306)	\$ (275,229)	\$ (218,484)	\$ (477,816)	\$ (216,862)	\$ (369,036)	(555,416)	(555,416)	-	0%	
Fund Balance, Beginning (Oct 1, 2022)													6,319,551	6,319,551	6,319,551		
Fund Balance, Ending													<u>\$ 5,764,135</u>	<u>\$ 5,764,135</u>	<u>\$ 6,319,551</u>		

CELEBRATION

Community Development District

Balance Sheet - All Funds

**Notes to the Financial Statements
September 30, 2023****General Fund**

▶ Assets

- **Cash and Investments** - See Cash and Investment Report for further details
- **Accounts Receivable** - ROW Electricity & Gas Fees; Engineering; Legal
- **FMV Adjustment** - Unrealized gain on T-Bills
- **Prepaid Items** - Red Dot Chocolates
- **Deposits** - Duke Energy

▶ Liabilities

- **Accounts Payable** - Expenses paid in subsequent month
- **Accrued Expenses** - Expenses incurred in current month and paid in subsequent month
- **Unearned Revenue** - Interlocal Agreement with Enterprise CDD long term lease
- **Due to Other Districts** - Net due to Enterprise
- **Sales Tax Payable** - Taxes paid to the State of Florida for rent revenue collected from IMS (maintenance building).
- **Other Current Liabilities** - AT&T easement agreement
- **Due to Other Funds** - Due to Debt Service from General Fund

▶ Assigned to

- **Reserves** - Amounts tie to Motion To Assign Fund Balance

CELEBRATION

Community Development District

General Fund

**Notes to the Financial Statements
September 30, 2023**

Financial Overview / Highlights

- ▶ Total general fund revenues collected through September are at approximately 100% compared to adopted budget.
- ▶ Total general fund expenditures budget target is 100% and is approximately 108% compared to the adopted budget.

Variance Analysis

Revenues (General Fund)

<u>Account Name</u>	<u>Adopted Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Explanation</u>
Other Miscellaneous Revenues	(\$350,000)	(\$17,346)	5%	Celebration Pointe LLC \$5,120; Gary J. Boynton Esq Trust Acct prior year void check \$5,000; FMIT Refund \$10; Mattamy Homes directional signs \$2,208; Enterprise CDD sign boards and post \$4,746; Todd Kendall \$250; sales tax allowance credits \$13

Expenditures (General Fund)

<u>Account Name</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Explanation</u>
<u>Administration</u>				
Proserv-Engineering	\$24,000	\$43,312	180%	Hanson, Walter fees thru August 2023
Proserv-Legal Services	\$40,000	\$57,466	144%	Latham, Luna thru August 2023
Proserv-Property Appraiser	\$1,400	\$2,886	206%	Bruce Vickers non-advalorem taxes
Proserv-Website Development	\$2,000	\$2,018	101%	Innersync Studio fees to-date
Proserv-Answering Service	\$2,700	\$4,830	179%	Sunshine Communication to-date
Postage and Freight	\$700	\$8,847	1264%	IMS & FedEx charges to-date. Includes \$7,360 for mailings
Insurance - General Liability	\$55,000	\$79,980	145%	EGIS Insurance Advisors LLC
Insurance - Workers Comp	\$300	\$850	283%	EGIS Insurance Advisors LLC
Legal Advertising	\$1,800	\$1,945	108%	Osceola News Gazette/Orlando Sentinel legal ads to-date
Misc-Contingency	\$3,000	\$19,884	663%	IMS reimbursements \$2,411; GOGO management services license \$16,860; ASCAP license \$420; staff lunch \$193
Computer Supplies/Equipment	\$0	\$2,857	0%	Computer/supplies for board
<u>Public Safety</u>				
Contracts-Security Camera	\$0	\$24,800	0%	Vetted Security Solutions LLC
<u>Physical Environment</u>				
Contracts-Water Quality	\$22,000	\$20,875	95%	Contractual account use as needed
Contracts-Aquatic Control	\$130,000	\$134,708	104%	Budget \$10,833 per month, actual \$11,488.50 per month

CELEBRATION

Community Development District

General Fund

**Notes to the Financial Statements
September 30, 2023**

Account Name	Adopted Budget	YTD Actual	% of Budget	Explanation
<u>Physical Environment</u>				
R&M-Wetland	\$1,000	\$60,160	6016%	Extra lake work. Solitude Lake Management, on time treatment, planting, & application
Misc-Contingency	\$0	\$26,500	0%	Solitude Lake Management lake dredging
<u>Flood Control/Stormwater Mgmt</u>				
R&M-Stormwater System	\$33,768	\$104,223	309%	Camcor Site LLC stormwater system \$97,055; All Florida Septic storm pipe repair \$7,168
<u>Field</u>				
Contracts-Fountain	\$7,200	\$7,844	109%	Budgeted for \$600 per month; Feb 2022 increase to \$631 per month
Contracts-Mulch	\$106,260	\$71,760	68%	Juniper Landscaping of Florida to-date
Contracts-Trees & Trimming	\$147,760	\$144,080	98%	Contractual account use as needed
Contracts-Annuals	\$16,380	\$17,440	106%	Budget \$971 per month, actual \$1,300 per month
Electricity - General	\$35,000	\$51,732	148%	Duke Energy charges have been on the increase
Utility - Refuse Removal	\$17,000	\$18,426	108%	Republic Services removals higher than anticipated
Rentals - General	\$2,652	\$3,364	127%	Budget \$221/month, actual \$242/month thru Apr, increase to \$278/month May to current
R&M-Common Area	\$60,000	\$111,297	185%	Expenditures to-date
R&M-Fountain	\$10,000	\$14,827	148%	Other than normal R&M, includes bathroom usage for staff and fountain water features
R&M-Irrigation	\$65,000	\$98,465	151%	Expenditures to-date
R&M-Roads & Alleyways	\$18,000	\$116,523	647%	Expenditures to-date. Includes USA Seal & Stripe LLC paving work \$112,548
R&M-Sidewalks	\$200,000	\$226,402	113%	Expenditures to-date
R&M-Emergency & Disaster Relief	\$0	\$51,686	0%	Rental World & Raynor Shine to-date
R&M-Tree Removal/Replacement	\$60,000	\$79,332	132%	Tree removals to-date
R&M-Fire Equipment	\$1,100	\$1,022	93%	Annual fire equipment maintenance and monitoring
Misc-Contingency	\$15,000	\$19,956	133%	Debris hauling; hurricane cleanup
Building Op Costs	\$15,000	\$41,945	280%	District operating costs to-date
Capital Outlay	\$0	\$9,000	0%	Fusion Synergy LLC RRB underwater fixtures/labor

CELEBRATION

Community Development District

General Fund

**Notes to the Financial Statements
September 30, 2023**

Account Name	Adopted Budget	YTD Actual	% of Budget	Explanation
<u>Capital Expenditures & Projects</u>				
Capital Projects	\$125,000	\$146,994	118%	Solitude Lake Management non-budgeted for aerator install; Nash Construction Inc non-budgeted roofing project
<u>Road and Street Facilities</u>				
Electricity - Streetlights	\$140,000	\$180,282	129%	Duke Energy to-date on the increase
R&M-Road Cleaning	\$78,000	\$85,000	109%	USA Seal & Swipe @ \$2,000/cleaning thru Jan 2023; Feb-Sept 2023 @ \$2,750/cleaning
R&M-Signage/Radar Sign Maintenance	\$10,000	\$10,245	102%	Signage

CELEBRATION

Community Development District

Supporting Schedules

September 30, 2023

CELEBRATION

ALL FUNDS

Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2023**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocated by Fund		
					General Fund	Series 2013A Debt Service Fund	Series 2021 Debt Service Fund
ASSESSMENTS LEVIED				\$ 4,176,307	\$ 3,311,044	\$ 424,665	\$ 440,598
Allocation %				100%	79%	10.17%	11%
Real Estate Installment							
11/18/22	\$ 28,885	\$ 1,601	\$ 589	\$ 31,076	\$ 24,637	\$ 3,160	\$ 3,278
12/09/22	793	8	16	817	648	83	86
01/10/23	13,022	400	266	13,689	10,853	1,392	1,444
02/09/23	2,294	43	47	2,383	1,890	242	251
03/09/23	435	-	9	444	352	45	47
04/11/23	15,816	-	323	16,139	12,795	1,641	1,703
05/10/23	1,744	(28)	36	1,752	1,389	178	185
06/12/23	271	(8)	6	268	213	27	28
Real Estate Current							
11/22/22	459,540	19,538	9,378	488,457	387,257	49,668	51,532
12/09/22	2,385,587	101,428	48,685	2,535,701	2,010,345	257,841	267,515
12/22/22	679,990	27,075	13,877	720,942	571,574	73,308	76,059
01/10/23	72,441	2,307	1,478	76,227	60,434	7,751	8,042
02/09/23	95,817	2,104	1,955	99,876	79,184	10,156	10,537
03/10/23	27,570	299	563	28,432	22,541	2,891	3,000
04/11/23	76,098	41	1,553	77,693	61,596	7,900	8,197
05/10/23	31,800	(889)	649	31,560	25,021	3,209	3,330
06/12/23	15,112	(449)	308	14,971	11,869	1,522	1,579
Real Estate Delinquent							
06/16/23	37,602	(1,322)	767	37,047	29,371	3,767	3,908
TOTAL	\$ 3,944,817	\$ 152,150	\$ 80,506	\$ 4,177,473	\$ 3,311,968	\$ 424,783	\$ 440,721
% COLLECTED				100%	100%	100%	100%

CELEBRATION

Community Development District

All Funds

Cash and Investment Report
September 30, 2023

<u>Investment Type</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<u>General Fund</u>				
Demand Deposit Account	SouthState Bank	n/a	0.00%	\$771,006
Government Interest	Valley National Bank	n/a	5.25%	1,268,931
			Subtotal	<u>2,039,938</u>
Certificate of Deposit (12 months)	Valley National Bank	8/16/2024	5.47%	750,000
Certificate of Deposit (6 months)	Valley National Bank	2/16/2024	5.42%	750,000
Certificate of Deposit (3 months)	Valley National Bank	11/16/2023	5.37%	500,000
			Subtotal	<u>2,000,000</u>
Public Funds MMA Variance Account	BankUnited	n/a	5.12%	120,609
U.S. Treasury Bill (6 months)	Valley National Bank	11/24/2023	5.25%	2,000,878
U.S. Treasury Bill (6 months)	Valley National Bank	2/24/2024	5.25%	665,536
			Subtotal	<u>2,666,413</u>
			GF Subtotal	<u>\$6,826,959</u>

Debt Service and Capital Projects Funds
--

<u>Investment Type</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<u>Debt Service and Capital Project Funds</u>				
Series 2013A				
First American Government Obligation Fund	US Bank, Prepayment Fund	n/a	4.96%	251
First American Government Obligation Fund	US Bank, Reserve Fund	n/a	4.96%	196,688
First American Government Obligation Fund	US Bank, Revenue Fund	n/a	4.96%	401,855
Series 2021				
US Bank Nat'l Association Commercial Paper	US Bank, Prepayment Account	n/a	5.35%	81
US Bank Nat'l Association Commercial Paper	US Bank, Reserve Fund	n/a	5.35%	207,000
US Bank Nat'l Association Commercial Paper	US Bank, Revenue Fund	n/a	5.35%	133,530
			Subtotal	<u>939,404</u>
Business Money Market Checking	SouthState Bank	n/a	0.50%	116,075
			Subtotal	<u>116,075</u>
Series 2021				
US Bank Nat'l Association Commercial Paper	US Bank, Construction Fund	n/a	5.35%	42,811
			Total	<u><u>\$7,925,250</u></u>

CELEBRATION

Community Development District

General Fund

Capital Projects
September 30, 2023

<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Balance</u>
Fencing	\$ 30,000	\$ -	\$ 30,000
Pavers	10,000	-	10,000
(1) Shade Structure Roof (3)	65,000	35,366	29,634
Streetlight Painting	20,000	-	20,000
(2) Aerator Install	-	111,628	-
Total Capital Projects	\$ 125,000	\$ 146,994	\$ 89,634

- (1) Nash Construction Inc/Home Depot
- (2) Solitude Lake Management

CELEBRATION

Community Development District

General Fund

Right-of-Way Fees Electricity
September 30, 2023

Posting Date	Payment Month	Amount \$
10/31/2022	October	\$93,704.78
11/30/2022	November	\$55,390.94
12/31/2022	December	\$74,170.86
1/31/2023	January	\$83,801.02
2/28/2023	February	\$79,490.05
3/31/2023	March	\$79,066.81
4/30/2023	April	\$76,476.80
5/31/2023	May	\$79,840.50
6/30/2023	June	\$98,856.92
7/31/2023	July	\$102,250.93
8/31/2023	August	\$102,717.61
9/30/2023	September (Accrual)	\$75,000.00
Total		\$1,000,767.22

Note: Sept will be received in mid Oct

CELEBRATION

Community Development District

Due To/From Other Districts
For the Period from 10/1/22 to 9/30/23

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
		10/01/22		BEGINNING BALANCE		BALANCE FORWARD FROM FY 2022			\$0.00
ACH	ACH	8/30/22	Vendor	DUKE ENERGY-ACH	080922 ACH	BILL PRD 7/8-8/7/22	Due To Other Districts	206500	(\$10,992.48)
ACH	ACH093	9/30/22	Vendor	DUKE ENERGY-ACH	083022 ACH	BILL PRD 8/5-8/26/22	Due To Other Districts	206500	(99.12)
ACH	ACH	9/30/22	Vendor	DUKE ENERGY-ACH	091222 ACH	BILL PRD 8/6-9/7/22	Due To Other Districts	206500	(\$10,920.99)
ACH	ACH114	10/20/22	Vendor	DUKE ENERGY-ACH	092922 ACH	BILL PRD 8/27-9/27/22	Due To Other Districts	206500	(\$76.84)
ACH	ACH120	11/28/22	Vendor	DUKE ENERGY-ACH	101122 ACH	BILL PRD 9/8-10/6/22	Due To Other Districts	206500	(\$10,920.99)
ACH	ACH120	11/28/22	Vendor	DUKE ENERGY-ACH	101122 ACH	BILL PRD 9/28-10/26/22	Due To Other Districts	206500	(\$74.20)
ACH	ACH120	11/28/22	Vendor	DUKE ENERGY-ACH	101122 ACH	BILL PRD 10/7-11/4/22	Due To Other Districts	206500	(\$10,920.99)
ACH	ACH063	12/21/22	Vendor	DUKE ENERGY-ACH	113022 ACH	BILL PRD 10/27-11/28/22	Due To Other Districts	206500	(\$77.40)
ACH	ACH063	12/30/22	Vendor	DUKE ENERGY-ACH	120722 ACH	BILL PRD 11/5-12/6/22	Due To Other Districts	206500	(\$10,920.99)
ACH	ACH063	1/20/23	Vendor	DUKE ENERGY-ACH	123022 ACH	BILL PRD 11/29-12/28/22	Due To Other Districts	206500	(\$76.60)
ACH	ACH063	2/1/23	Vendor	DUKE ENERGY-ACH	011123 ACH	BILL PRD 12/7/22-1/6/23	Due To Other Districts	206500	(\$13,111.72)
ACH	ACH063	2/26/23	Vendor	ENTERPRISE CDD	021020237106	DUE TO ECDD THRU 9/30/22 REIMB DUKE ENERGY	Due To Other Districts	206500	\$33,084.62
ACH	ACH063	2/20/23	Vendor	DUKE ENERGY-ACH	012723 ACH	BILL PRD 12/29/22-1/26/23	Due To Other Districts	206500	(\$11,767.72)
ACH	ACH063	3/21/23	Vendor	DUKE ENERGY-ACH	032023 ACH	BILL PRD 01/27-02/24/23	Due To Other Districts	206500	(\$13,190.89)
ACH	ACH063	4/20/23	Vendor	DUKE ENERGY-ACH	033023 ACH	BILL PRD 2/25-3/28/23	Due To Other Districts	206500	(\$13,169.58)
ACH	ACH063	5/10/23	Vendor	ENTERPRISE CDD	05082023 7106 A	REIMB OF DUKE ENERGY CHGS THRU 3/31/23	Due To Other Districts	206500	\$38,128.19
ACH	ACH063	5/15/23	Vendor	ENTERPRISE CDD	050820237106	DUE TO ECDD 10/1-12/31/22 DUKE CHARGES	Due To Other Districts	206500	\$35,107.70
ACH	ACH063	5/19/23	Vendor	DUKE ENERGY-ACH	050823 ACH	BILL PRD 3/29-4/26/23	Due To Other Districts	206500	(\$13,935.15)
ACH	ACH063	6/19/23	Vendor	DUKE ENERGY-ACH	052523 ACH	BILL PRD 4/26-5/24/23	Due To Other Districts	206500	(\$13,935.29)
ACH	ACH063	7/20/23	Vendor	DUKE ENERGY-ACH	062923 ACH	BILL PRD 5/24-6/27/23	Due To Other Districts	206500	(\$13,940.27)
ACH	ACH063	8/18/23	Vendor	DUKE ENERGY-ACH	072823 ACH	BILL PRD 6/28-7/26/23	Due To Other Districts	206500	(\$13,935.23)
ACH		8/31/23	Vendor	REEDY CREEK IMPROVEMENT DISTRICT		FY 2022 DRAINAGE FEE	Due To Other Districts	206500	\$5,218.65
ACH	ACH144	9/20/23	Vendor	DUKE ENERGY-ACH	092023 ACH	BILL PRD 7/27-8/28/23	Due To Other Districts	206500	(\$13,939.85)
DEP		9/28/23	Vendor	REEDY CREEK IMPROVEMENT DISTRICT	DEPOSIT	FY 2022 DRAINAGE FEE	Due To Other Districts	206500	(\$5,218.65)
JE	ACCRUAL	9/30/23	Vendor	DUKE ENERGY-ACH	ACCRUAL	BILL PRD SEPT 2023	Due To Other Districts	206500	(\$13,000.00)
DUE TO OTHER DISTRICTS A/C #206500									(\$82,685.79)

Section 7

Business Matters

Subsection 7A

Celebration News Article

Celebration Community Development District From the Board of Supervisors

Building Community Connections: A Warm Welcome to Celebration

Get to Know Your Neighbors and Your Hometown

Introduction:

Celebration, Florida is a place unlike any other. A community that thrives on togetherness, Celebration takes pride in its unique charm and vibrant atmosphere. It's no wonder that newcomers are eager to become a part of this delightful town. Fortunately, Celebration offers a warm embrace to new neighbors, making them feel right at home through their "Community Connections" event.

New Beginnings in Celebration:

January brings not only a new year but also the promise of fresh beginnings. For those who have recently relocated to Celebration, the start of the year is marked by the January Community Connections event. Held at the 690 Building, this gathering aims to support and acclimate new and not-so-new residents to the joys of living in Celebration.

Meeting Your Local Leaders:

One of the remarkable features of Celebration is its commitment to community engagement. Quarterly, leaders from the Celebration Residential Owners Association (CROA), Celebration Community Development District (CCDD), and Celebration Foundation (The Foundation) come together to answer questions and introduce residents to the various organizations and activities that enrich the community.

For New and Seasoned Residents Alike:

Community Connections is not just for newcomers; it's for anyone who seeks a deeper connection to their neighbors and town. Whether you are brand new to Celebration or have been here for years, this event provides the opportunity to learn how you can get involved in the community or simply stay informed about all things Celebration.

How to Get Involved:

To join in the Community Connections event in January, all you need to do is register. Keep an eye out for registration information in Celebration Residential Owners Association (CROA) publications "Celebration Monday Matters" and "The Friday Flash." Additionally, you can find updates in the Celebration Foundation newsletters. Registration can be completed on the Celebration Foundation website and by giving The Foundation a call at (407) 566-1234.

Conclusion:

Celebration's quarterly Community Connections event is a testament to the town's commitment to inclusivity and unity. It's a celebration of community spirit, a warm welcome to new neighbors, and an opportunity for everyone to engage and connect with their fellow residents. As the new year unfolds, join your neighbors and local leaders to make Celebration an even more vibrant place to call home. Get ready to connect, engage, and celebrate!

Celebration CDD Board of Supervisors

Subsection 7B

Bypass Pump Purchase



2655 E. IRLO BRONSON MEM HWY
KISSIMMEE, FL 34744
TEL: 321-888-3374

Remit To:
MAIL CODE 5640
P.O. BOX 71200
CHARLOTTE, NC 28272-1200

Customer: FL 904687597301
CELEBRATION CDD
313 CAMPUS ST
KISSIMMEE, FL 34747

PROFORMA INVOICE

Job Site:
CELEBRATION CDD
313 CAMPUS ST
KISSIMMEE, FL 34747

Invoice #... 862833
Invoice date 10/04/23
Quote date.. 11/03/23 8:55
Job Loc.....
Job No.....
P.O. #.....
Ordered By..
Terms..... ***C.O.D***
Sales Rep: LANCE KRYNICKI
Written by.. JUSTIN WINKLER

Qty	Equipment #	Price
-----	-------------	-------

1	1019365 CC: 700-1724 PUMP CENTRIF-TRASH 4" AP-ST-SA-D-T Make: CK POWER Model: CK4CPRPSE INCLUDES TRAILER 301463	34570.00 Serial #: 4JSVM-368	34570.00
1	301463 CC: 728-1001 TRAILER SINGLE AXLE 6000 LB T-6K Make: CK POWER Model: CK-4ST TRAILER INCLUDES TRAILER 301463	Serial #: NSN	N/C

Sub-total: 34570.00
Total: 34570.00

PAY ON RETURN

PAYMENT HISTORY

<u>DATE</u>	<u>TYPE</u>	<u>REF #</u>	<u>AUTH #</u>	<u>TRANS TYPE</u>	<u>AMOUNT</u>	<u>APPLIED</u>
10/04/23	PAY ON RETURN					

The above Equipment has been received in good repair and operating condition.
**Customer acknowledges that this transaction is governed by Synergy's terms and conditions which are set forth, in part, on the reverse side of this Agreement, and in full at www.synergiequip.com, which terms and conditions are incorporated by reference herein, and customer agrees that said terms and conditions shall be applicable to the exclusion of any other terms and conditions.

Signature: _____ Date: _____

Printed Name: _____
SYINVI

KEY DEPOSIT \$5.00 Initial: _____	IF EQUIPMENT DOES NOT WORK PROPERLY NOTIFY OFFICE AT ONCE.
Terms: Net due 30 days. 1.5% service charge per month after 30 days.	

Rental Terms and Conditions

This Agreement (including both the front and back of this page) ("Agreement") is for the rental of the equipment described on the other side of this page ("rent"), including all parts and accessories to the equipment ("Equipment"). This Agreement is between the person or entity indicated on the Front as the customer ("Customer") and Synergy Rents, LLC. Both parties acknowledge that this Agreement and the terms and conditions of the Credit Application executed by Customer constitute the entire agreement between Customer and Synergy Rents.

1. OWNERSHIP AND OPERATION OF EQUIPMENT. The Equipment is and shall at all times remain, property of Synergy Rents; and Customer only has the right to use the Equipment pursuant to the terms of this agreement. This Agreement is not to be construed as a sale contract, or conditional sale contract. The intent of this Agreement is that the Customer is hereby renting and/or leasing only. The Equipment is, and at all times shall, be and remain personal property, notwithstanding that the Equipment or any part of it may become affixed or attached to real property or improvements. All additions or improvements to the Equipment of any kind or nature made by Customer shall become component parts of the Equipment and title shall immediately vest in Synergy Rents and shall be governed by the terms of this agreement. Only Customer and the following persons with Customer's permission ("Authorized, Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employees' regular employment, or persons approved by Synergy Rents in writing. Customer and all authorized Operators must be: at least twenty-one (21) years of age; be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Any person who attempts to act under the direction of, or under the authority of, the Customer, shall be conclusively presumed to be an agent of the Customer and hereby binds the Customer to all terms and conditions of this Agreement. Customer agrees not to sublet, loan, dispose of or assign the Equipment. Customer represents and warrants that any person who will use the Equipment is fully qualified to operate the Equipment in a safe manner. Customer shall not allow any person to use or operate the Equipment when it is in need of repair or when in an unsafe condition or situation; modify, misuse, hijack or use the Equipment to permit the repair to the Equipment without Synergy Rents written permission.

2. RENTAL AND REFUELING CHARGES. Customer will pay Synergy Rents, in advance or on demand, all rental, time, mileage, service, transportation, refueling service, cleaning, environmental agency fees or other charges and sums in accordance with this Agreement, all sales and use taxes or tax reimbursement imposed, license or registration fees levied based upon the rental of the Equipment or the use or operation thereof, and all expenses incurred by Synergy Rents in effecting the same, including reasonable attorney fees and costs at all trial and appellate levels, and in any bankruptcy proceedings. Customer is renting the Equipment described in this agreement for a specific period of time (shift), which is either daily, weekly or monthly. Customer shall be entitled to use the Equipment for a maximum of eight (8) hours per day. Any usage in excess of eight (8) hours per day shall be at additional charge to Customer at a rate which is proportionate to the effective hourly charge for each hour of the permitted eight (8) hour use. Should Customer wish to extend the rental period beyond the end of the rental shift, then Customer shall owe Synergy Rents for such extension at a daily rate which is proportionate to the effective daily shift rate established by Synergy Rents. All charges are subject to final audit by Synergy Rents. Synergy Rents will have a lien as allowed by law for charges incurred hereunder upon the real property and improvements upon which the Equipment is employed. Rental charges begin immediately upon delivery of the Equipment to the location directed by the Customer or upon Customer taking the Equipment from the location where the Equipment is first rented, and upon the return of the Equipment to Synergy Rents in an acceptable condition. If the Equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimal rental period. Rentals are F.O.B. at Synergy Rents at the address of Synergy Rents on the Front unless otherwise specified. Shipping charges from Synergy Rents to Customer's designation and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals are subject to change on thirty (30) days notice and are subject to adjustment to any portion of the rental period remaining. If Synergy Rents consents in writing, Customer may direct Synergy Rents to bill a third party for charges incurred under this Agreement. In such event, Customer and such third party shall be jointly and severally liable for all such charges. Customer represents having the authority to direct such charges to be billed to that person or entity. Should the Customer fail to pay any invoice to Synergy Rents in accordance with the terms of such invoice, Customer will pay interest on such delinquent payment until fully paid, at the maximum rate allowed by law in the State of Florida. Customer shall be charged a fee for any checks used for payment hereunder that is returned unpaid. Synergy Rents agrees to provide the Equipment to Customer with full fuel tank(s). If the Equipment is not returned with full fuel tank(s), Customer agrees to pay Synergy Rents for refilling the tank(s) at the refueling service charge posted at Synergy Rents.

3. CUSTOMER'S RESPONSIBILITIES. General: Customer must return the Equipment to Synergy Rents in the same good and clean condition it is in when Customer receives it, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment on a one-shift basis. Damage which is not "ordinary wear and tear" include, but are not limited to, damage resulting from lack of fuel or lubrication; failure to maintain proper oil, water, hydraulic or air pressure levels; damage due to overturning or upsetting, overloading or exceeding rated capacities and proper use; abuse, lack of cleaning, tire, tube and wheel damage. Customer shall be responsible for all damage to the Equipment, whether or not "ordinary wear and tear". The Equipment must be returned during regular business hours to Synergy Rents by the return date specified in this Agreement or sooner if demanded by Synergy Rents. Customer acknowledges that it must confirm return receipt of the Equipment by Synergy Rents at the expiration or earlier termination of this Agreement. Until Synergy Rents receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be kept at the address of Customer's business or on the job site at which the equipment is used, and will not be moved without Synergy Rents prior written consent. The Equipment will be used only in accordance with the manufacturer's instructions, within its rated capacity. Customer will notify Synergy Rents immediately of any accident, damage, disabilities, failures, theft or like information involving the Equipment and promptly furnish Synergy Rents all information and assistance required within this Agreement. Maintenance: Customer will perform or will cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the equipment, including but not limited to checking of Equipment before each shift, checking and maintaining crankcase, transmission, hydraulic, cooling and fluid systems and charging levels daily; checking tire pressure and battery fluid weekly, in addition to all other maintenance required to keep the Equipment in good working condition and in compliance with the safety instructions. Customer acknowledges that Synergy Rents has no responsibility to inspect the Equipment while it is in Customer's possession. If the Equipment becomes unsafe or requires repair, Customer shall discontinue use of the Equipment until Synergy Rents immediately. Customer agrees to prohibit anyone other than Synergy Rents authorized personnel to repair the Equipment. In the event the Customer requires service at times other than Synergy Rents normal business hours, Customer agrees to pay a difference between the straight time and the overtime rate for mechanic's time. In all cases, flat tires and tire damage are the responsibility of the Customer. Customer is responsible for having the Equipment accessible and available. Rental charges will continue until the Equipment is accessible and available. A separate pick-up charge will be made for each pick-up trip required. Customer shall provide Synergy Rents correct information necessary to file a Preliminary Notice according to state statutes. Customer also grants Synergy Rents permission to contact owners, contractors, financial institutions, and other persons necessary to obtain this information.

4. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental or in Customer's care, custody or control, whether exclusive or not, and whether or not caused in whole or in part by customer, will be the sole responsibility of Customer (subject to the provisions and limitations of this Agreement) and will be paid to Synergy Rents promptly upon Customer's receipt of an invoice, therefor. Use of Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk. In the event any or all of the equipment is lost or stolen, the Customer shall be responsible for all rental charges until payment has been received in full for the full value of the lost or stolen equipment.

5. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any rent when due or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of this or any other Agreement by and between Customer and Synergy Rents. Customer will further be deemed to be in default if the Equipment is used: (A) to carry persons other than Authorized Operators or helpers employed by Customer (Unless authorized by Synergy Rents on Front), all of whom will ride only within the cab of the Equipment, and then only if such carriage is lawful; (C) to transport property for hire unless Customer obtains all necessary permits and licenses; (D) in violation of any law or ordinance; (E) in any race, test or contest; (F) for the carrying or hauling of explosives or other hazardous material in violation of applicable laws, rules, and regulations; (G) in violation of Paragraph 8.

6. REMEDY. In the event of default by Customer as specified in this Agreement, or if Synergy Rents deems itself insecure, Synergy Rents may enter the premises where the Equipment is located and render it inoperative and/or possess the Equipment. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Synergy Rents recovering the Equipment. Customer agrees to permit such entry and action by Synergy Rents in such case Synergy Rents may also terminate the rental without notice to Customer or prejudice to any remedies of claims which Synergy Rents might otherwise have for rent, expense of retaking, court costs and reasonable attorney fees. In addition, Customer shall be liable to Synergy Rents for the remainder of the rental term specified on the Front as liquidated damages and not as a penalty. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, notwithstanding such termination. Synergy Rents shall have the right to issue and circulate their notices, cause warrants to be issued for the taking of custody of Customer, Customer's agents, partners or employees, or take any other steps which Synergy Rents reasonably deems necessary to recover the Equipment if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. Synergy Rents remedies provided herein in favor of Synergy Rents are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity. If the Equipment is used in any manner that would constitute a default under this Agreement, or in violation of this Agreement, or is obtained from Synergy Rents by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all such use of the Equipment is without Synergy Rents permission.

7. CUSTOMER'S INSURANCE OBLIGATIONS. Physical damage to equipment: Customer shall provide to Synergy Rents at the time the equipment is rented, a certificate of insurance naming Synergy Rents as a loss payee and/or additional insured evidencing coverage for physical damage to the equipment. Such physical damage insurance covering the equipment may not be canceled or materially modified except upon twenty (20) days prior written notice to the branch office identified in this agreement. Customer may not rent any equipment from Synergy Rents without insurance certificates on the premises of the branch identified in this agreement. Bodily injury/property damage: Responsibility to third parties: In addition to the foregoing physical damage to equipment coverage, Customer shall be responsible for expense, at all times during the term of this agreement maintain in force a commercial general liability insurance policy covering bodily injury/property damage liability on the equipment in an amount not less than one million dollars (\$1,000,000) combined single limit. Such third party liability coverage shall be primary, and not excess or on a contributory basis, and shall provide coverage for liability for injuries and/or damages sustained by any person or persons, agents or employees of Customer, and Customer's indemnity obligations herein. Customer agrees to abide by the terms and conditions of said insurance policy. Customer's agents and employees shall cooperate fully with Synergy Rents and Customer's insurer in the investigation, prosecution and/or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. Customer agrees to continue to pay all rent on damaged or broken equipment until the machine is repaired to full working order. Synergy Rents does not waive any claims or rights hereunder. The aforesaid Customer insurance obligation in no way limits Customer's ultimate liability hereunder. Synergy Rents does not provide, extend or afford any insurance coverage to Customer or any authorized operator, agent or employee of the equipment under this agreement. If there is other valid and collectible liability protection or insurance on any basis available to Customer or any other person, and such protection or insurance satisfies the financial responsibility laws, then no liability protection is afforded by Synergy Rents. However, if Customer is in compliance with the terms and conditions of this agreement, and if Synergy Rents is required by law to provide liability protection to any Customer or authorized operator, such liability protection shall be limited to the minimum financial responsibility limits of the State in which the equipment is operated. Synergy Rents' financial responsibility is expressly limited to the extent and terms of the provisions of the financial responsibility laws of the State in which the equipment is operated if any such laws are applicable to the operation of the equipment. Synergy Rents' financial responsibility, unless law requires, does not extend to: (a) injuries to the Customer, driver or passenger while riding in, alighting from, entering or on the equipment (b) liability imposed upon or assumed by anyone under any workers compensation act, plan or contract; (c) any property owned by or rented by or in the care, custody or control of the Customer. Power of attorney: Customer hereby grants a power of attorney to Synergy Rents, limited to the power to present insurance claims for property damage to Customer's insurance carrier if the equipment is damaged during the term of this Rental agreement and to endorse Customer's name on insurance payments for charges or damages.

8. LOSS AND DAMAGE WAIVER. (A) Except as otherwise provided herein below, Customer shall be solely responsible for all loss of or damage to equipment due to any cause whatsoever while on rental or in customer's care, custody or control, whether or not due to fault or neglect of Customer, including, but not limited to fire, flood, theft, comprehensive losses, upset, and acts of God. Prior to the inception of equipment rental, Customer shall provide Synergy Equipment with proof of insurance coverage for rented equipment in the form of a Certificate of Insurance (COI) which names Synergy Equipment as the certificate holder, and contains policy limits in an amount satisfactory to Synergy Equipment. In its sole determination, which COI shall affirmatively state that there is no maximum amount of coverage "per item" of equipment less than the total coverage limits stated in the COI. If Customer rents equipment without providing a satisfactory COI to Synergy Equipment, then Customer will be deemed to have waived Synergy Equipment's equipment coverage rate. Subject to the exceptions and exclusions set forth in Section 8 hereinafter, if Customer pays Synergy Equipment's fee for loss and damage waiver, Customer shall not be responsible for loss of or damage to equipment. Additionally, even if Customer pays for loss and damage waiver, it shall still remain responsible for that portion of the total loss or damage amount which is less than the greater of (a) \$1,000.00 per item of equipment, or (b) 100% of three (3) times the 4 week rental rate then in effect, per item of equipment. Customer shall also be responsible to Synergy Equipment for all rental charges which accrue during the time equipment is being repaired. Customer acknowledges that the loss and damage waiver is not intended to be, and does not constitute a policy of insurance.

(B) Notwithstanding that Customer has purchased the loss and damage waiver from Synergy Equipment, Customer shall be liable for 100% of all loss of or damage to equipment if equipment is damaged due to: (i) excessive load exceeding rated capacity, or improperly secured or coupled load (ii) failure of customer to perform all normal periodic service, adjustments and/or lubrication of equipment (iii) abuse, storage or operation of equipment in a manner inconsistent with equipment manufacturer's instructions, (iv) loss or damage occurring during and as a result of riot, strike, or civil unrest (v) negligent or abusive use, storage or operation of equipment, (vi) equipment striking overhead objects (vii) loss or damage occurring during the loading, unloading or transportation of equipment (viii) use or operation of equipment in a manner other than its intended purpose (ix) loss or damage by nuclear reaction, nuclear radiation, or radioactive contamination (x) disappearance, theft or conversion of equipment, or any part thereof, (xi) loss or damage associated with equipment upset or overturned, (xii) loss of the equipment when in use, exposure to equipment to corrosive materials, damage due to acts of God, such as floods, wind, storms or earthquakes, damage due to tires, tubes or tracks, damage due to operating equipment in or near fires, use of improper fluids, or (xiii) loss or damage due to any other failure of customer to comply with this Agreement. In the event of loss due to theft, disappearance of equipment, or vandalism to equipment, Customer shall immediately file a report with law enforcement and provide the report and incident number generated by the law enforcement authority to Synergy Equipment as soon as available.

9. CUSTOMER'S OBLIGATION TO INDEMNIFY. Customer will defend, indemnify and hold harmless Synergy Rents, its subsidiaries, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorney's fees by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of Customer, as a result of maintenance, use, possession, operation, erection, dismantling, servicing or transportation of Equipment, or Customer's failure to comply with this Agreement, even if such liability results in any part from the ordinary negligence of Synergy Rents its agents or employees.

10. CUSTOMER'S COMPLIANCE WITH LAW. Customer will at its own expense comply with all federal, state and local laws and regulations affecting the Equipment and its use, operation, erection, design and transportation, including without limitation, licensing and building code requirements, will defend, indemnify and hold Synergy Rents harmless from all loss, liability or expense resulting from actual or alleged violations of any such laws, regulations, or requirements.

11. NOTICE OF DAMAGE, LOSS OR ACCIDENT. In the event of an accident, loss of, theft or damage to the Equipment, Customer agrees to notify Synergy Rents immediately by telephone, and thereafter to immediately report in writing to Synergy Rents and the public authorities (where required by law or Synergy Rents) all information deemed relevant thereto and other information requested by Synergy Rents, including but not limited to information from all parties involved and all witnesses, and to give Synergy Rents and the public authorities proper and full information, assistance and full cooperation in the investigation and prosecution of any matter resulting from such accident, loss, theft or damage.

12. CONDITION OF THE EQUIPMENT. Customer hires the Equipment on an "As Is" basis. Customer acknowledges that the Equipment is of a size, design, capacity and manufacturer selected by Customer and finds it suitable for its needs. Customer acknowledges receipt of all items listed on this Agreement, and that they are in good working order and repair. Customer declares it fully understands the Equipment's proper operation and use; and that the Equipment will only be used by persons who fully understand its proper use. Customer acknowledges and declares having examined, or has had the opportunity and right to examine, the Equipment upon its delivery to Customer. Customer's acceptance or use of the Equipment without prompt notice to Synergy Rents that the Equipment is not in good mechanical condition or that the equipment is not in good mechanical condition at that time. Customer acknowledges that he has had the opportunity to inspect all hitch, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment in a secure and operative condition. If during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Synergy Rents immediately. Customer shall then, at its option, and without any other liability or responsibility by Synergy Rents to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Synergy Rents normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment for the period the Equipment is inoperative; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Synergy Rents for damage to the Equipment. Customer's acknowledgment that the responsibility of Customer. Customer's sole remedy for any failure or defect in the Equipment shall be the termination of the rental charges at the time of failure provided Customer notifies Synergy Rents immediately of such failure and returns the Equipment to Synergy Rents within twelve (12) hours of such failure. Customer agrees to supply full access to the Equipment to Synergy Rents representatives so as to enable Synergy Rents to meet its responsibilities hereunder. Notwithstanding the foregoing provisions of this paragraph, Customer will not be liable to Synergy Rents, its subsidiaries, affiliated companies, parent company and its and their officers, agents and employees to the greatest extent provided by law and as may be mandated for in this Agreement. THE FOREGOING IS IN LIEU OF (I) ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND OF (II) ALL OBLIGATIONS OR LIABILITY ON THE PART OF SYNERGY RENT TO JUSTIFY REPAIRS OR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTING, LEASING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, ASSEMBLING, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

13. FORCE MAJEURE/INFRACTION. Any failure of performance by Synergy Rents due to causes beyond Synergy Rents reasonable control, including but not limited to acts of God, labor disputes, labor difficulties, failure of transportation and delays of suppliers, will not be deemed to be a default by Synergy Rents. Synergy Rents will not be liable to Customer for infringement of any type resulting from the rental, performance or use of the Equipment and services provided hereunder.

14. ATTORNEY'S FEES. In the event of any action to enforce this Agreement or to seek a declaration of rights or responsibilities hereunder, the prevailing party will be entitled to reasonable attorney's fees in addition to all other costs and expenses not covered by law. It is further agreed that the exclusive venue for any action arising under this Agreement shall be in any county selected by Synergy Rents provided that an office is maintained within such county.

15. MERGER/MODIFICATION/SEVERABILITY/WAIVER OF JURY TRIAL. This Agreement (front and back) together with the terms of the Credit Application executed by Customer, express the entire Agreement between the parties with respect to the subject matter hereof. No charge, modification or alteration of the terms hereof will be effective as against Synergy Rents unless same are in writing and signed by a duly authorized officer of Synergy Rents. By Customer's execution of this Agreement and acceptance of delivery of any part of the Equipment, Customer accepts all of the terms and conditions contained herein, and waives any inconsistent terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. The provisions of this Agreement are severable and if any provision in whole or in part, or its application to the facts of the case or its enforcement, is held to be unenforceable, the remainder of this Agreement shall not be affected. This Agreement shall be governed and construed by the laws of the STATE OF FLORIDA. CUSTOMER VOLUNTARILY AND INTENTIONALLY WAIVES FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, ANY RIGHTS WHICH CUSTOMER MIGHT HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION, ACTION, SUIT, OR PROCEEDING (WHETHER AT LAW OR IN EQUITY) BASED ON OR ARISING OUT OF THIS AGREEMENT, WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS CLAIM, COUNTER CLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LITIGATION, ACTION, SUIT, OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED.

16. IDENTIFICATION OF EQUIPMENT. If at any time Synergy Rents supplies Customer labels, plates or other markings identifying the Equipment owned by Synergy Rents, Customer shall affix such labels, plates or other markings in a prominent place on the Equipment. Customer shall not alter, disfigure or cover up such markings of identification displayed on the Equipment.

17. REMOVAL FOR MISUSE. Synergy Rents reserves the right and privilege of entering Customer's premises, a job site or such other property where the Equipment, or any part thereof, is located, and without hindrance, directly or indirectly, to inspect, test, measure, survey, and/or take photographs or legal proceedings regarding the Equipment if on inspection, Synergy Rents finds that the Equipment is being overloaded or burdened beyond its capacity or otherwise abused or neglected. Synergy Rents shall not be guilty of trespass or breach of the peace regarding its acts to recover the Equipment. Customer hereby agrees to indemnify, defend and hold Synergy Rents harmless from any and all claims and costs arising as such retaking.

18. INSOLVENCY AND BANKRUPTCY. Customer represents to Synergy Rents that it is not insolvent, and that it will not become insolvent, that it will return the Equipment to Synergy Rents immediately, in the event of Customer's bankruptcy or insolvency, or the appointment of a receiver of the assets of Customer, or the institution of any legal proceedings of any kind or character affecting possession of any of the Equipment, Synergy Rents, at Synergy Rents option, may immediately take possession of and remove the Equipment, or any part, wherever it may be found, summarily and without notice or without legal proceedings; and upon such retaking of possession of Equipment, this Agreement shall automatically terminate.

19. CUSTOMER'S OBLIGATION TO INDEMNIFY. CUSTOMER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, DELAY, LOSS OF USE, REVENUE, PENALTIES, PROFIT OR DAMAGE SUFFERED BY CUSTOMER AS A RESULT OF SYNERGY RENTS SUPPLY OR FAILURE TO SUPPLY THE EQUIPMENT UNDER THIS AGREEMENT. NOR SHALL SYNERGY RENTS LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT EXCEED THE AMOUNT OF RENTAL CHARGES PAID BY CUSTOMER. Rev. 01-2022

Subsection 7C

Radar Traffic Device

Request for Radar Traffic Device

-----Original Message-----

From: Jack McLaughlin <Jack.McLaughlin@celebrationcdd.org>

Sent: Wednesday, September 6, 2023 1:37 PM

To: Montagna, Angel <angel.montagna@inframark.com>

Subject: Radar Traffic Device

=====
Hi Angel,

Last month Kathy Gordy addressed the group requesting a radar traffic device be placed along Celebration Ave entering Artisan Park.

Russ was going to look into getting a temporary device.

I expressed an interest in the CCDD purchasing a permanent device for this location.

Can you include this as part of our agenda for the upcoming meeting?

Thanks,

Jack

Subsection 7D

Purchase of Trailer

Subsection 7E

Landscape RFP



**Project Manual for
Solicitation of Proposals for
Landscape and Irrigation Maintenance Services**

Celebration CDD

April 6, 2022



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1. Instructions to Proposers
2. Official Bid Proposal Form
3. Exhibit A: Scope of Services
4. Exhibit B: Landscape Facility Map
5. Exhibit C: Maintenance Map
6. Exhibit D: Pricing Pages
7. Combined Affidavit for Scrutinized Companies,
Public Entity Crimes, E-Verify, and Non-Collusion
8. Proposed Form of Agreement



Instructions to Proposers

1. **General Information.** The Board of Supervisors ("**Board**") of the Celebration Community Development District ("**District**") is soliciting proposals for the provision of Landscape and Irrigation Maintenance Services on a continuing basis ("**Proposals**"). The District is located in Osceola County, Florida. The cost of such services is anticipated to be well below any competitive procurement thresholds and requirements. All proposers should be experienced in providing landscaping and irrigation services in the State of Florida and hold any applicable licenses or certifications. Any proposer that is a corporation or other business entity must be registered with the Florida Department of State, Division of Corporations, authorized to do business in the State of Florida, and currently in good standing.
2. **Project Manual.** This Project Manual will be available **ONLY** from **April 6, 2022, from 8:30 AM to 4:00 PM** at 313 Campus Street, Kissimmee, FL 34747. The Cost of the Project Manual is \$100.00. Checks must be made out to Inframark. **NO CASH OR CC ACCEPTED.** Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer.
3. **Review of Project Manual:** It is the responsibility of prospective proposers to review the Project Manual and any addenda, made available in connection with the work and to prepare a proposal based solely on the Project Manual.
4. **Scope of Services.** The Landscape and Irrigation Maintenance Services are generally described in the "**Scope of Services**" attached hereto as **Exhibit A** for the locations highlighted in yellow in the **Maintenance Map** attached hereto as **Exhibit C**, as well as any addenda issued to proposers prior to the submission of Proposals.
5. **Mandatory Pre-Bid Meeting.** There is a mandatory pre-bid meeting on **April 8, 2022, at 8:30 AM.** at the **313 Campus Street, Kissimmee, FL 34747.**
 - a. Proposers must thoroughly familiarize themselves with the property and all conditions pertinent to performing the work.
 - b. No additional compensation nor relief from any obligation of the proposed agreement will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, condition of the irrigation system, any obstructions, drainage conditions and the actual grades.
6. **Interpretation and Addenda of Scope of Services.** No verbal interpretations will be made to any proposer as to the meaning of the Scope of Services. Interpretations, if made, will be written in the form of an addendum and sent by Area Field Director to all invited proposers. **The deadline for submitting questions relative to this project is 4:00 PM on April 14, 2022. Answers will be sent back to all proposers by 12:00 PM on April 18, 2022.**
7. **Questions should be Directed to Area Field Director.** Any questions relating to this solicitation should be directed to the Area Field Director via email at Brett.Perez@inframark.com .
8. **Submittal Requirements.** Each Proposal shall include the following information:



- a. **Official Proposal Form.** This solicitation includes an Official Proposal Form. Such form is to be filled out and executed completely.
- b. **Required Affidavit.** An executed copy of the Combined Affidavit for Scrutinized Companies, Public Entity Crimes, E-Verify, and Non-Collusion included in this solicitation.
- c. **Company Information**
 - i. Name of company (including any "Doing Business As" names)
 - ii. Headquarters/parent company locations
 - iii. Office locations and total number of employees at each
 - iv. Local address and telephone number
 - v. History of the company
 - vi. Organization chart of company
 - vii. Proof of applicable insurance
- d. **Qualifications and Staffing**
 - i. Number of CDDs or comparably sized Homeowner Associations represented by the proposer
 - ii. Why the proposer is the best qualified to perform the Scope of Services
 - 1. if there will be a subcontractor performing certain services, describe which services will be subcontracted out and include subcontractor's qualifications
 - iii. Team the proposer will assign to the District, including the name, title, number of years' service, and relevant educational and work experiences.
- e. **Cost of Additional Services.** A fee proposal and detailed explanation for additional services that may be performed in addition to the items described in the Scope of Services.
- f. **References.** All proposers must submit a list of at least 3 references, including the name of the client entity, the client's website or general location, and the name, email, and number of a contact person.
- g. **Additional Information.** Any other additional information or documents that will assist the Board in evaluating the Proposer pursuant to the Evaluation Criteria.
- h. **Marketing Materials.** Proposals shall adhere to the requirements listed in this RFP. Generic marketing materials or other unspecific documents shall not be considered acceptable to these Submittal Requirements.

9. Submittal of Proposals.

- a. Interested firms should submit five (5) hard copies and one (1) electronic copy of their Proposal containing the information and materials described herein to the Area Field Manager at 313 Campus Street, Kissimmee, FL 34747, no later than **12:00 PM on May 10, 2022.**
- b. Proposals will be securely kept and opened publicly at **12:30 PM on May 10, 2022, at 313 Campus Street, Kissimmee, FL 34747.** No proposals will be accepted after the above-mentioned deadline.
- c. The Board reserves the right to review and accept any Proposals submitted late.

10. Mandatory Attendance at Board Meeting. Proposers are required to attend the Board meeting scheduled for **May 24, 2022, at 6:00 PM** at the 313 Campus Street, Kissimmee, FL 34747 to answer any Board questions. Proposers should be prepared to make a brief presentation. The Board reserves the right to reschedule the date of the meeting to another date, and if so, will provide appropriate notice.

11. Proposal Duration. The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the submission deadline. During this time, all provisions of the Proposal must be in effect, including prices.



12. Proposal Evaluation Criteria. Each Proposal will be evaluated using the following criteria:

- a. Responsiveness to each element contained in the Scope of Services and this solicitation. Proposer shall detail how it intends to perform the Scope of Services. A reiteration of the Scope of Services requirements shall be considered non-responsive to the RFP.
- b. Experience of the proposer, their key personnel, including resumes of the project manager and field supervisor.
- c. Proposed number of site visits and staffing levels. Staffing shall be detailed in an organizational chart and directly correlated to the requirements in the Scope of Services.
- d. Character, integrity, reputation of proposer.
- e. Availability of and a list of all equipment brought by the Proposer for the work
- f. Geographic location of the proposer's headquarters or local office in relation to the District
- g. Past performance of the proposer in other CDDs or comparable Homeowner Associations
- h. Recent, current, and anticipated workloads
- i. Volume of work previously awarded to the proposer
- j. Reasonableness of cost for the total effort
- k. Responsiveness to the oral presentation as mentioned in Section 10 of this RFP document
- l. The District reserves the right to consider other factors and the criteria included herein shall constitute the minimum criteria to be considered

13. Right to Waive Mistakes and Variations.

- a. Proposals may not be modified after the submission deadline.
- b. Mistakes in arithmetic extension of pricing may be corrected by the Board.
- c. The District reserves the right to waive any minor or non-material discrepancies or technicalities.
- d. The District further reserves the right to request supplementation of any or all Proposals.

14. Method of Selection, Award, and Right to Reject.

- a. The Board will evaluate each Proposal pursuant to the evaluation criteria in order to determine which Proposal is in the District's best interest (low price shall not entitle any proposer to be awarded the services).
- b. There is no guarantee that an agreement will be awarded.
- c. The District expressly reserves the right to reject any or all Proposals at any time or until such time as an agreement is fully executed.
- d. If the Board intends on awarding the services to a proposer, it will announce the proposer they desire to engage with at a public meeting. No written notice of the award will be provided unless requested by a proposer.
- e. The selected proposer shall promptly enter into negotiations with the District to finalize any terms or details.
 - i. If the negotiations are unsuccessful, the District may negotiate with the next proposer(s) whose Proposal(s) was determined to be in the District's best interest until such the negotiation(s) is successful.
- f. The District Counsel will finalize the form of the Landscape and Irrigation Maintenance Services Agreement upon the successful negotiation; the District reserves the right to make modifications or changes to such agreement in its sole discretion.

15. No Reimbursement of Preparation Costs. Proposers will not be reimbursed for any cost associated with responding to this solicitation.



16. Public Records. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.

17. Term and Renewal. The initial term of the agreement will be 3 years, with additional options to renew for year 4 and 5. The agreement will automatically renew until terminated pursuant to the termination provisions in the agreement. The scope of services and compensation for renewal periods may be adjusted by mutual written agreement evidenced by a written addendum.

18. Required Disclosure:

- a. **License and Permit Requirements:** For the purpose of complying with Florida Statute 218.80 titled "Public Proposal Disclosure Act", except as may be described in the Agreement, the successful proposer shall obtain and pay for all permits and licenses necessary for the work. Proposers shall be responsible for complying with Osceola County licensing requirements prior to submitting a Proposal and shall submit proof of compliance. Those Proposers who are not duly licensed and/or do not furnish proof thereof with their Proposal may be deemed non-responsive and may be disqualified.
- b. **Public Entity Crimes:** Proposers should be aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. A representation of compliance will be included in the Agreement.
- c. **Scrutinized Companies:** Proposers should be aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies. A representation of compliance will be included in the Agreement.
- d. **E-Verify.** Proposers should be aware of, and in compliance with, all requirements under Section 448.095(2)(c), Florida Statutes, on E-Verification requirements. A representation of compliance will be included in the Agreement.
- e. **Public Records:**
 - i. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.
 - ii. As further described in the Agreement, in accordance with section 119.0701, Florida Statutes, if awarded the work, the Proposer shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise 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, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
- f. The District, in its sole discretion, may reject any Proposer the District finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Board to lack honesty, integrity, or moral responsibility. The discretion of the Board may be exercised based on the disclosure required herein, the District's own investigation, public records, or any other reliable source of information. The Board may also reject any Proposer failing to make the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the District may reject the Proposal based upon the exercise of its



sole discretion and Proposer waives any claim it might have for damages or other relief resulting directly or indirectly from the rejection of their Proposal based on these grounds, including the disclosure of any pertinent information relating to the reasons for rejection of the Proposal.

Thank you for your interest in the District.



EXHIBIT A

Scope of Services

1. Project Scope
 - 1.1 General Overview
 - 1.2 CDD Development

2. General Contractor Requirements and Procedures
 - 2.1 Operation Procedures
 - 2.2 Key Personnel
 - 2.3 Personnel Dress Code
 - 2.4 Personnel Conduct
 - 2.5 Safety Program
 - 2.6 Facility Location
 - 2.7 Subcontractors
 - 2.8 Consultants
 - 2.9 Document Control and Data Maintenance
 - 2.10 Verification of Data
 - 2.11 Ownership of Data
 - 2.12 Quality Control

3. Coordination
 - 3.1 General Coordination
 - 3.2 Contractor's Project Manager

4. Scheduled Operations and Maintenance
 - 4.1 Turf Care
 - 4.2 Shrubs/Ground Cover Care
 - 4.3 Tree Care
 - 4.4 Irrigation System
 - 4.5 Litter Removal

5. Unscheduled Maintenance and Repairs
 - 5.1 General
 - 5.2 Damaged Facilities
 - 5.3 Emergency Repairs
 - 5.4 Unscheduled Maintenance

6. Administration/Maintenance/Operations Program
 - 6.1 General
 - 6.2 Administration
 - 6.3 Operations
 - 6.4 Maintenance

7. Response Time



- 7.1 General
- 7.2 Emergency Response Program

1. PROJECT SCOPE

The Contractor shall provide landscape, irrigation and general grounds maintenance for Celebration. The following is a project overview describing the various community development districts within Celebration and the limits of work.

1.1 General Overview

Celebration, located in the northern part of Osceola County adjacent to U.S. 192, is a planned multi-use development that will develop into a community of commercial, institutional, residential, and public uses. The Celebration site is located south of U.S. 192 and is bisected by State Road 417.

1.2 Community Development Districts (CDD)

The Celebration Community Development District (CCDD) includes all remaining lands generally located south of the State Road 417 and east of Interstate 4.

The CDD areas to be included in this maintenance Scope of Services are generally defined as all the public lands within the District. These areas and elements include public parks, roadway shoulder areas (landscape, irrigation, and sidewalks), stormwater management ponds, roadway bridges, culverts and headwalls, fences pergola, downtown shade structures, water feature fountain, floating docks, boardwalks and other miscellaneous and related facilities, systems, or elements.

2. 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:

2.1 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 Owner. Contractor must have representatives on-site at a minimum of five (5) days per week, Monday through Friday. In addition, operation of leaf blowers shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner 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.

2.2 Key Personnel

2.2.1 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 Owner. Where



applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.

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

2.2.3 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.

2.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms 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.

2.4 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 that communicate and interact with the Celebration community and any other customer/party associated with the Celebration Project are knowledgeable of the Project and the Services the Contractor is performing.

2.5 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.

2.6 Facility Location

The Owner will offer a facility on the Project Site for the Contractor as part of this scope of Services for a **monthly fee of \$870.00**, to be line itemed separately on all Monthly Landscape Service invoices. **(See Exhibit A) If the Contractor opts to not use the District Facility offered then the District will not**



authorize the storage of equipment, material or other landscape related items to be stored on District property without prior written consent. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage. Any costs associated with leases or rentals will be the Contractor's responsibility. A map of the facility is attached to this Scope of Services in Exhibit B.

2.7 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.

2.8 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.

2.9 Document Control and Data Maintenance

2.9.1 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.

2.9.2 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.

2.9.3 Highlight Report



The Contractor shall provide to the Field Manager a highlight report, with pictures and details, identifying monthly maintenance and unscheduled maintenance activities for the previous month. The highlight report shall be provided 15 days prior to each Board meeting and shall contain information helpful to the District and its staff as it relates to all landscape maintenance issues. **The Contractor will attend CDD meetings Quarterly or upon request.**

2.9.4 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.

2.10 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.

2.11 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 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.

2.12 Quality Control

The Owner 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 the irrigation system as directed by the Owner. All replacements shall meet the current size, specification, and quality of surrounding related material. Any other CDD items damaged due to 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.

If requested by 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, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the Owner outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

3. COORDINATION

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

3.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, monthly. Those meetings shall serve as a 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 or the Contractor. The Contractor shall prepare the agenda for those meetings and submit it to the Owner two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a need-to-know.' The Owner shall provide the meeting location.

In addition, Contractor shall provide a representative to attend the monthly meeting of the Celebration 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 the construction, operation, and general maintenance at Celebration is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with a need-to-know is crucial to the success of the Project. While all parties involved with the Celebration 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
- RCID and its various departments
- Smart City
- Duke Energy
- Comcast
- Florida Gas Transmission Co.
- Toho Water Authority
- Osceola County and its various departments
- Florida's Turnpike Authority
- Florida Department of Transportation
- SFWMD
- Adjacent property Owners, as directed by the Owner

3.2 Contractor's Project Manager

Contractor shall designate an onsite 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, daily, between the Owner and the Contractor. This individual shall always maintain a means of being contacted by the Owner (beeper or cellular phone) and shall respond to such calls within twenty 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 services, and for arranging and supervising unscheduled service requests by Owner.

4. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, and litter removal as required in this Agreement. The Contractor shall make a complete site inspection of Celebration, specifically the areas of CDD maintenance. Attachment D includes maps identifying the general limits of CDD maintenance by area ("Village"). All landscaping within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

4.1 Turf Care

4.1.1 Mowing

- a. All St. Augustine turf, located in developed areas, shall be mowed once per week from April 1 through October 31 and once every other week from November 1 through February 28. Mowing of St. Augustine turf shall be performed at a minimum frequency of **41 times** a year. All Bahia turf, located in developed areas, including lake banks and the Campus Street Office, shall be mowed once per week from May 1 through October 31 and once every other week from November 1 through April 30. Mowing of Bahia turf shall be performed at a minimum frequency of **36 times** a year.
- b. St. Augustine turf areas shall be cut to a height of no more than four and one-half (4.5) inches nor less than three and one-half (3.5) inches, to foster photosynthesis and healthy root development. Bahia turf areas shall be cut to a height of no more than four (4)



inches nor less than three (3) inches, to foster photosynthesis and healthy root development.

- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred, and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

4.1.2 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 trees 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 and free of imperfections. **Soft surface edging shall take place 2 times per month April through October and monthly November through February.** All plant bed edges shall be maintained to the curves, as originally designed.
 - i. **AT NO TIMES SHALL CHEMICAL EDGING BE USED TO EDGE LANDSCAPE BEDS OR TREE RINGS**
- d. The edging equipment shall be equipped with manufactures 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, clippings shall not be blown or swept into drainage basins or ponds.



- 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.

4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise non-mowable 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 6" of any vinyl fence posts and for crack weeds on roadways and sidewalks.** All other chemical use will not be permitted unless approved by Owner.

4.1.4 Weed and Disease Control

- a. The Contractor shall be responsible for developing a Horticulture Plan that will provide CCDD with turf that is generally weed free. The use of pre-emergent herbicides is encouraged to attain the best results. 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 4.2.2.
- 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.

4.1.5 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, that has at least 50% or greater slow-release Nitrogen, shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine. Irrigated Bahia turf stands shall be fertilized two (2) times per year (March and November) except for the Southern Connector Extension area. It



shall be fertilized once (1) per year in July. Additional applications of micronutrients may be needed in July or August for St. Augustine turf. Analysis, scheduled applications, and application rates per 1000 s.f. 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 maximum application rate shall be 1 lb. of Nitrogen per 1000 s.f. per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.

- b. 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.
- c. A state inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days for Phase 1 in its entirety.
- e. **All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways. Any staining to sidewalks will be the Contractors responsibility to remove at their own cost.**
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. 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.
- h. 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.

4.1.6 Pest Control

- a. The Contractor shall use BMP practices and standards for scouting and control of insects monthly in St. Augustine turf. Applications are **As Needed** to control and stop the spread/infestation of turf damaging insects. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Turf that is lost due to negligence will be replaced at the cost of the Contractor.
 - i. **Please provide a cost per Acre for Top Choice Fire Ant control.**
- 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 Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

4.1.7 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 tests and the pH adjustments shall be considered part of the base Scope of Services.

4.2 Shrubs/Ground Cover Care

4.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every four weeks or monthly with the exception of the State Road 417 area. State Road 417 shall be detailed 10 times per year. The Campus Street Office will be detailed monthly prior to District Board meetings. 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 bark or chips. 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 3' 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). Rejuvenation pruning may be needed to reset height of Summer flowering shrubs such as Golden Thryallis and Fire Bush.



1) The Canna Lily located on Front Street, Water Street and in Island Village will be ground pruned one time per year in March.

- 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.
- 1) **Native Grasses shall be trimmed 2 times per year in April and October. Any grasses abutting sidewalks will be trimmed as needed to keep them off the walkway.**
- 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.

4.2.2 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 weekly (52 times) with the exception of the Southern Connector Extension area. It shall be weeded once (1) per month. 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. Weeds that are three (3) inches or greater need to be hand pulled. The expectation is beds remain generally weed free on a weekly basis.
- b. 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.



- 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.
- d. Contractor shall maintain the miscellaneous asphalt, located behind the guardrails along State Road 417, free of weeds with the use of chemicals (Round-up or approved equal).

4.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May, and October) except for the Southern Connector Extension area. It shall be fertilized upon approved proposal request from District Staff. 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. Granular Fertilizer shall be applied at a rate of 1 pounds of nitrogen per 1,000 SF of bed area.
- c. Fertilizers shall have the following:
 1. Forty- percent nitrogen derived from ammonium sulfate; 50% 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. 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.

4.2.4 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. The Contractor shall use BMP practices and standards for scouting and control of insects in all landscape beds. Treatments will be required as needed to control pests and disease. The Contractor is responsible for diagnosing and controlling pest and disease, any plant material lost due to negligence will be replaced at the Contractor's 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 directives 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 term of the Agreement.

4.2.5 Mulching (**Invoiced Separately**)

Premium grade pine needle mulch shall be installed two (2) times a year in March/April and October/November at a depth of 1½" to 2" with the exception of State Road 417. It shall be mulched once (1) a year in July. Mulch in excess of 2" shall be removed from the planting areas. **Mulch quantities will be determined by the Contractor during the proposal process. Any shortages in material will be installed by the Contractor at their cost. Mulch applications will be invoiced at time of service. The District reserves the right to subcontract the mulch applications.**



4.2.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

4.3 Tree Care

Tree care shall pertain to all trees located in CDD common areas, identified on the Maintenance Map, only throughout Celebration.

4.3.1 Pruning

- a. Removal of dead limbs and branches, **up to fifteen (15) feet**, from all Common Area trees (excluding Street Trees) shall occur at a minimum of two times per year, once in February and again in August, or as directed by the Owner. This can be achieved by using a pole saw from the ground. 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. All Common Area trees shall be pruned over roadways on an as needed basis to a minimum height of 15' to allow for emergency vehicle access and minimum height of 8' over sidewalks for pedestrian access. Lifting of trees shall be kept consistent for proper tree character.
- c. Remove all sucker growth from base of trees on a regular basis. Remove any limbs, which in the Owner's opinion, poses a threat to public safety. 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 shall be pruned upon Owner request only. The District reserves the right to subcontract these services out.**
 - Wax Myrtle - Wax Myrtles shall be tipped mildly in January, cleaned at the base to 2' clear trunk and dead wood removed.
 - Holly - Burford Hollies shall be kept full headed and pruned only to bring clear trunk level to 2' 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.
 - Ligustrum - Hand clipped for natural form. **Severe shearing into "globes" shall be avoided, unless directed by the Owner.**
 - Magnolias - Prune only sucker growth and to maintain an attractive, clear trunk appearance.
 - **All Palms over 15' OA will be trimmed upon Owner request only. Palm trees under 15' OA will be trimmed as needed, removing dead fronds and seed pods.**



The District reserves the right to subcontract palm trimming services out for palms over 15' OA.

- d. 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. **Vertical push backs, up to 15 feet will take place behind homes that abut CDD maintained areas.**
- e. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- f. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- g. 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 monthly rotation to maintain uniformity and property clearances.
- h. Selective pruning and shaping shall be performed as needed to expose landscape lights. Street lights and regulatory signage.
- i. Trees located within the State Road 417 limits shall not be pruned. Any pruning required, as directed by the Owner, shall be considered unscheduled maintenance.

4.3.2 Fertilizer

Trees shall be fertilized as per the requirements of 4.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

4.3.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 4.2.4.

4.3.4 Mulch

All individual isolated trees shall have their tree ring re-mulched as per requirements of 4.2.5.

4.3.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 4.1.7.

4.3.6 Hand Watering



- a. Contractor shall provide hand watering for all newly planted trees, located along the residential streets that are not fully covered by any irrigation. Contractor shall provide an average of 50 gallons of water, per tree, per daily application, three (3) days a week for the first four (4) months, 30 gallons of water, per tree, per daily application, two (2) days a week for the next four (4) months and 10 gallons of water, per tree, per daily application, two (2) days a week for the last four (4) months of this Installation of three bubblers off of home owner's irrigation system to avoid hand watering.
- b. Water source for all hand watering shall be reuse and shall be provided to the Contractor, by the Owner.
- c. 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 2.12. If the Contractor believes the water application rates need to increase for the health and 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.

4.4 Irrigation System

4.4.1 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 2.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner. The District will provide parts for repairs and will coordinate with the CCDD Field Manager on inventory and ordering. The District will not incur costs for irrigation repairs on heads, PVC fittings, drip line, drip fittings and service lines/zone lines. Mainline repairs will be proposed to the District prior to repairs being completed. Invoices need to show line items of material and separate labor costs by hour.
- 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, by the Districts Field Manager, to provide watering frequency sufficient to replace soil moisture below the root zone. Any adjustments for new turf or ornamental installs, dry or oversaturated turf areas need to be communicated to Field Manager for adjustments to the system.
- 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.

4.4.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system **no less than once every two weeks, or 24 times per year**. 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.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
 - Fix any broken pipes, fittings or irrigation heads the same day of inspection.
- b. Contractor shall have access to the system's computer printout data log of daily irrigation operation activities. The Contractor shall not rely solely on the data and 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.
- e. Test satellite controller and cluster control unit, (CCU) ground rods once a year for conformance to manufacture's specifications and provide a report to the Owner.

4.4.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- b. 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.

4.5 Litter Removal

4.5.1 Landscape Areas



Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle. Including, but not limited to palm boots, Magnolia leaf debris and fruits, downed limbs and sticks, etc.

4.5.2 Road Rights-of-Way, Ponds, Parks and Lakeside Esplanade Areas

Contractor shall monitor all road right-of-ways, stormwater ponds, parks and Lakeside Esplanade areas once daily to collect any litter and dispose the litter off-site. This work shall be performed Monday through Friday.

4.5.3 Blow off boardwalks daily.

4.5.4 Market Square fountain shall be cleaned 3 times per week, Monday, Wednesday and Friday. This includes cleaning the filters, baskets and fountain face of any debris and algae.

5. UNSCHEDULED MAINTENANCE AND REPAIRS

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

5.1 General

The Contractor shall be responsible for all repairs within all limits of work, within the Celebration Community unless otherwise directed 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 because 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 executed 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.

5.2 Damaged Facilities

5.2.1 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.

5.2.2 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. Aboveground 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 wash outs 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 vandalism **ONLY** shall be reported to the Owner immediately.

5.3 Emergency Repairs

- 5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all materials, 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.
- 5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within 8 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.
- 5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner.

The Owner shall use the contractor's labors to revise the irrigation or hardscape at times. The Owner will compensate the Contractor by trading irrigation reviews, as accepted by both parties.

5.4 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 proposals for landscape material, replacements, or repairs due to vandalism or acts of God.
- Provide site clean-up (litter removal, 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 the CCU system.

5.5 Seasonal Color Rotations

The Contractor will provide proposals for four (4) Seasonal Color rotations, **1200 annuals per rotation**. The annual flowers will need to be 4"-6" premium grade plants. Proposals will need to be provided in the months of February, May, August and November. Installations will take place in March, June, September, and December. Annual soils will need to be replaced two (2) times per year and included in the February and August proposals. The Contractor will warranty the Seasonal Color rotations for the 3 months the plants are in the ground, ensuring continual flowering, fertilization, pest/disease control and proper watering times. The Contractor is encouraged to communicate flower selections with District Management Staff prior to installation.

6. ADMINISTRATION/MAINTENANCE/OPERATIONS PROGRAM

The Contractor shall develop policies and procedures and implement an Administration, Operation, and Maintenance Program. That program shall include, but not be limited to, the following:

6.1 General

6.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the Contractor's Services provided under this Agreement as generally outlined in this Scope of Services. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard 8 ½ x 11 pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11x17 pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered, and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).



- 6.1.2 The program document shall be kept up to date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.
- 6.1.3 The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the Owner prior to issuance of the final document. All Owner comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the Owner.
- First draft Six (6) bound copies, one (1) unbound copy
 - Second draft Six (6) bound copies, one (1) unbound copy
 - Third draft Six (6) bound copies, one (1) unbound copy
 - Final document Six (6) bound copies, one (1) digital copy

6.2 Administration

- 6.2.1 The administrative section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below.
- 6.2.2 Organization charts for administrative management functions include key personnel names, job titles, and phone numbers.
- 6.2.3 Policies and procedures related to the Contractor's program for communications with the Celebration community relative to general maintenance operations, customer services, and irrigation user issues.
- 6.2.4 Policies and procedures related to the coordination and communications with developers, builders and others who are a part of the continuing development and construction of the Celebration community.
- 6.2.5 Personnel policies and procedures related to the Contractor's personnel performing services on the Celebration site.

6.3 Operations

- 6.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.
- 6.3.2 Organization charts for operations and customer service-related functions. Include key personnel names, job titles, and phone numbers.



6.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 7.2, Emergency Response Program for further details), and so forth.

6.3.4 Policies and procedures related to the Contractor's safety program.

6.4 Maintenance

6.4.1 The maintenance section of the program document shall, at a minimum address those functions which are the responsibility of the Contractor related to all maintenance matters generally described in the Scope of Services and as outlined below.

6.4.2 Policies and procedures related to the irrigation system including an equipment guide list identifying each piece of operation equipment, using an appropriate numbering system, with a specific notation as to whether, in the event of an equipment failure, the unit must receive emergency corrective maintenance to maintain normal operation of the system.

The equipment identification shall specify as appropriate, the type of unit, make, model number, voltage, gpm, rpm, size, source for repair and/or spare parts, capacity, procurement source, purpose, and functions.

6.4.3 Policies and procedures related to maintenance requirements including the following:

- Maintenance requirement cards, identifying step-by-step procedures for equipment checks which the Contractor shall perform daily, weekly, monthly, quarterly, semiannually and annually for irrigation maintenance. The maintenance requirements shall be based on the vendor equipment manuals for the equipment, copies of which will be provided to the Contractor.
- A summary maintenance schedule based on and cross-referenced to the equipment guide list specifying the proposed schedule for daily, weekly, monthly, quarterly, semiannual and annual maintenance.
- An equipment history logbook for recording the results of each maintenance check and the historical condition of each piece of equipment.
- A flow chart and a written description of how the maintenance program will be used and implemented.

The Administration, Operation, and Maintenance Program shall be submitted by the Contractor for review and approval by the Owner's Program Manager. The Contractor shall modify the program as required by the Owner's Program Manager.

7. 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.

7.1 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, 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 – eight hours
- Unscheduled maintenance request - as needed, as soon as four hours
- Plant material replacement - two 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.

7.2 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 Celebration 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.

END OF SCOPE OF SERVICES



Exhibit B – Map of Landscape Facility





Exhibit C – Landscape Maintenance Map

Celebration, Florida

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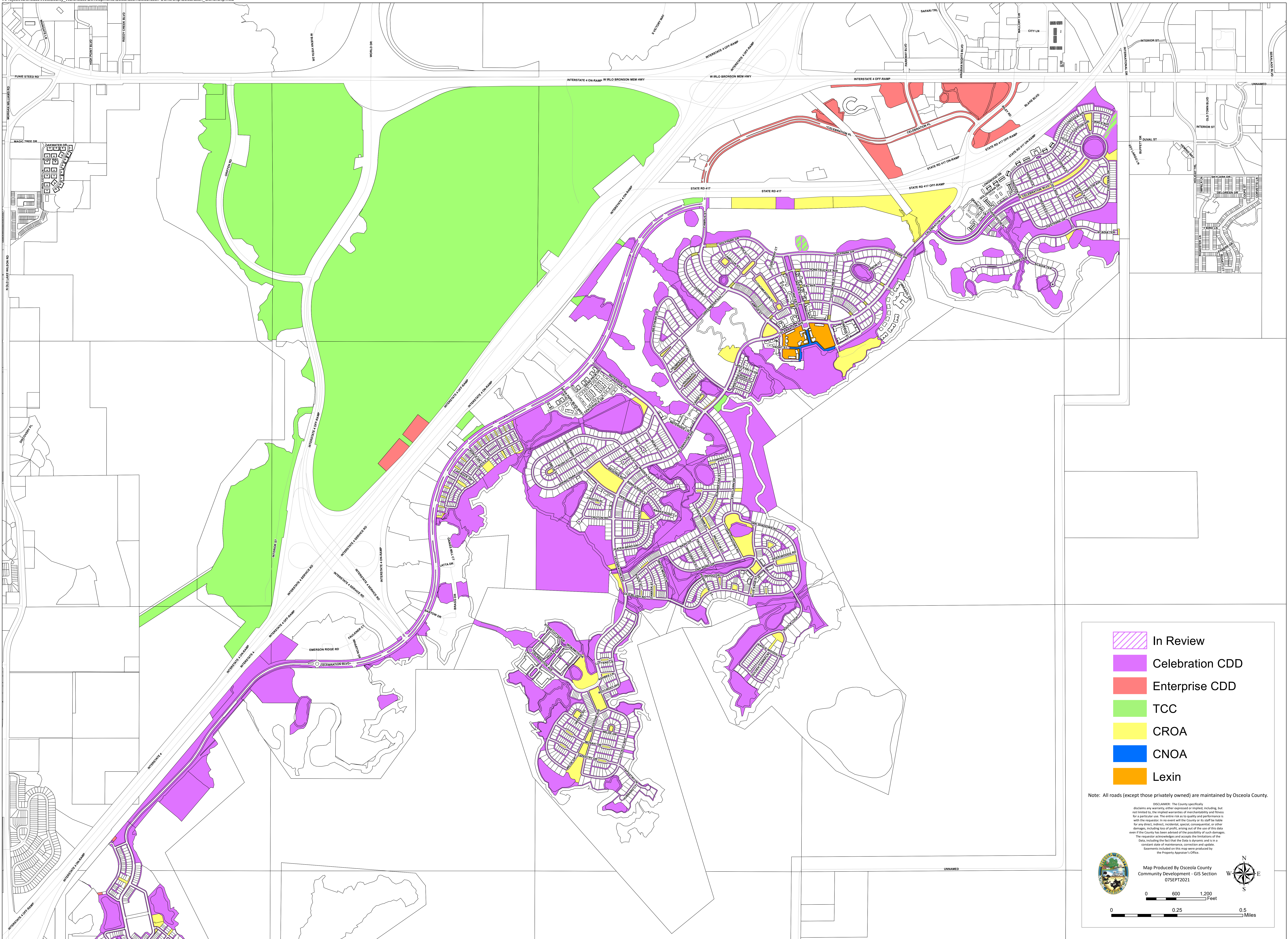




Exhibit D- Pricing Page



Celebration Community Development District

**Official Proposal Form for
Solicitation of Proposals for Landscape and Irrigation Maintenance
Services**

Name of Proposer: _____

In accordance with the solicitation of proposals issued by the Celebration Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer’s proposal:

- | | |
|---|----------|
| 1. Turf Maintenance | \$ _____ |
| 1A. <i>**Turf Maintenance with All Electric Tools</i> | \$ _____ |
| 2. Shrub and Groundcover Maintenance | \$ _____ |
| 2A. <i>**Shrub Maintenance with All Electric Tools</i> | \$ _____ |
| 3. Tree Maintenance | \$ _____ |
| 4. General Site Maintenance: Trash and Debris Disposal | \$ _____ |
| 5. Irrigation System | \$ _____ |

Total Yearly Cost for the first year of the above items	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4 (optional)	\$ _____
Year 5 (optional)	\$ _____
Five-Year Grand Total	\$ _____

*****Please provide separate line-item pricing for ALL Electric Tools*****

Extra Services Pricing (not included in the Annual Grand Total)

- | | |
|--|----------|
| 6. Seasonal Color Maintenance/Installation (<i>price per rotation</i>) | \$ _____ |
| Price Per 4” Plant | \$ _____ |
| 7. Mulch Application (<i>price per occurrence</i>) | \$ _____ |



Number of total bales proposed to service the property: _____

Cost of Pine Straw Per Bale \$_____

8. TopChoice Fire Ant Control (*price per Acre*) \$_____

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer’s proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of _____

Proposer:

Title of Authorized Signatory of _____

Proposer:

Signature of Authorized Signatory of _____

Proposer:



**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	<u> \$ </u>	<u> Hour </u>
B.	Bush-Hog w/operator	<u> \$ </u>	<u> Hour </u>
C.	Tractor w/operator	<u> \$ </u>	<u> Hour </u>
D.	Supervisor with Transportation	<u> \$ </u>	<u> Hour </u>
E.	Laborer with hand equipment	<u> \$ </u>	<u> Hour </u>
F.	Truck w/driver	<u> \$ </u>	<u> Hour </u>
G.	Irrigation Tech	<u> \$ </u>	<u> Hour </u>
H.	Granular Pesticide Applicator		
	Person with Spreader	<u> \$ </u>	<u> Hour </u>
.	Liquid Pesticide Applicator		
	Person with Spray Truck	<u> \$ </u>	<u> Hour </u>
I.	Granular Fertilizer Applicator		
	Person with Spreader	<u> \$ </u>	<u> Hour </u>
J.	Liquid Fertilizer Applicator		
	Person with Spray Truck	<u> \$ </u>	<u> Hour </u>
K.	Granular Weed Control Applicator		
	Person with Spreader	<u> \$ </u>	<u> Hour </u>
L.	Liquid Weed Control Applicator		
	Person with Spray Truck	<u> \$ </u>	<u> Hour </u>
M.	Laborer for Additional Trash Pick-Up	<u> \$ </u>	<u> Hour </u>



N. Lump Sum Mowing ⁽¹⁾, entire community \$ _____ Per Mow

¹ Mowing shall include mowing, edging, weed eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.



EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

- _____ \$ _____ per Hour
- _____ \$ _____ per Hour
- _____ \$ _____ per Hour

B. Debris removal equipment unit costs:

- \$ _____ per Hour
- \$ _____ per Hour
- \$ _____ per Hour

C. Other emergency/disaster related unit costs:

- \$ _____ per Hour
- \$ _____ per Hour
- \$ _____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.



**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Celebration Community Development District*

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: _____

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion



- 11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
- 12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
- 13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
- 14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- 15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Celebration Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me on _____, 2022

Notary Public Signature

Notary Stamp



Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of _____, 2022 between the **Celebration Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and _____ a _____ registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services (except as specifically excluded) attached hereto as **Exhibit A** (the “**Work**”) in the locations



highlighted in the maintenance map attached hereto as **Exhibit C** pursuant to the frequency of services listed in Contractor's proposal attached hereto as **Exhibit D**.

- b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

5. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community



must be legally equipped.

- h.** Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i.** It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Scope of Services that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- j.** In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k.** The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

6. Time of Commencement. The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

7. Term and Renewal. The initial term of this Agreement shall be for 3 years from the date of this Agreement. At the end of the initial term, the Agreement can automatically renew for two subsequent 1-year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

8. Termination.

- a.** Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b.** The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c.** Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d.** On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include,



but not be limited to, the right of damages, injunctive relief and specific performance.

9. District Representatives and Inspections.

- a. The District hereby designates the District Manager, Property Manager, and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

10. Compensation

- a. As compensation for the Work (including any additional work described in **Exhibit A** authorized by the District) performed each month the District agrees to pay Contractor the corresponding amount listed in the Fee Schedule portion of Contractor's proposal attached hereto as **Exhibit D**.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. The Contractor will issue a credit on invoices for service dates that are missed and that were not made up.
- c. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed



amounts to Contractor in accordance with this Agreement.

- f. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

11. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet



all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

12. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or



indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

13. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

14. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. **Commercial General Liability:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. **Automobile Liability:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the



payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

15. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

16. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

17. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

18. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following



a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

19. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

21. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from 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 this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.



IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, OR BY EMAIL AT SANDRA.DEMARCO@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

- 22. Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- 23. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Osceola County, Florida.
- 24. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 25. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 26. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- 27. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 28. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 29. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 30. Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party



undergoes a change in address or contact information, notification to the other party shall be made.

To the District:

c/o Inframark
313 Campus Street
Celebration, FL 34747
Attn: Brett Perez
Brett.Perez@inframark.com

To Contractor:

31. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

32. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

[_____]

**Celebration
Community Development District**

Name: _____
Title: _____

Greg Filak
Chair of the Board of Supervisors

Exhibit A: Scope of Services

Exhibit B: Landscape Facilities Map

Exhibit C: Landscape Maintenance Map

Exhibit D: Relevant portion of Contractor's Proposal [Fee Schedule and Frequency of Service Chart]

Section 8

Regular Reports

Subsection 8A

District Manager: Assign Fund Balance

**CELEBRATION
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 9/30/23

The Board hereby assigns the FY 2023 Reserves as follows:

Operating Reserves – Operating Capital	\$1,157,075
Reserves – Annual Contribution	\$ 100,000
Reserves - Assessment Stabilization	\$ 400,000
Reserves - Boardwalk & Trail R&R	\$ 375,000
Reserves - Capital Projects	\$1,019,998
Reserves - Disaster Relief	\$1,000,000
Reserves - Roads and Alleyways	\$ 112,452
Reserves – Self-Insurance	\$ 79,500

**CELEBRATION
COMMUNITY DEVELOPMENT DISTRICT
FY 2023**

	<u>9/30/2022</u>	<u>Exhibit A 9/30/2023</u>	<u>FY 2023 Exp's</u>	<u>9/30/2023</u>
Operating Reserve	\$ 960,536	\$ 1,157,075	\$ -	\$ 1,157,075
Reserves - Annual Contribution	-	100,000	-	100,000
Reserves - Assessment Stabilization	750,000	400,000	-	400,000
Reserves - Boardwalk & Trail R&R	375,000	375,000	-	375,000
Reserves - Capital Projects	1,069,633	1,019,998	-	1,019,998
Reserves - Disaster Relief	1,000,000	1,000,000	-	1,000,000
Reserves - Roads and Sidewalks (1)	225,000	225,000	112,548	112,452
Reserves - Self Insurance (2)	84,500	84,500	5,000	79,500
	<u>\$ 4,464,669</u>	<u>\$ 4,361,573</u>	<u>\$ 117,548</u>	<u>\$ 4,244,025</u>

(1) USA SEAL & STRIPE, ASPHALT PAVING WORK	\$ 48,816
(1) USA SEAL & STRIPE, ASPHALT PAVING WORK	63,732
	<u>112,548</u>
(2) PGI PKG DEDUCTIBLE BILLED - LAURIE KING	<u>\$ 5,000</u>

CELEBRATION

Community Development District

General Fund

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2023	\$ 5,998,729
Net Change in Fund Balance - Fiscal Year 2023	(0)
Reserves - Fiscal Year 2023 Additions	100,000
Total Funds Available (Estimated) - 9/30/2023	6,098,729

ALLOCATION OF AVAILABLE FUNDS

Nonspendable Fund Balance

Deposits	2,884
----------	-------

Assigned Fund Balance

Operating Reserve - Operating Capital	1,157,075 (1)
Reserves - Assessment Stabilization (prior years)	400,000 (2)
Reserves - Boardwalk and Trail R&R (prior years)	375,000 (2)
Reserves - Capital Projects (prior years)	1,019,998 (2)
Reserves - Disaster Relief (prior years)	1,000,000 (2)
Reserves - Roads and Alleyways (prior years)	225,000 (2)
Reserves - Self Insurance (prior years)	84,500 (2)
Reserves - Annual Contribution	100,000
Subtotal	<u>4,361,573</u>

Total Allocation of Available Funds	4,364,457
--	------------------

Total Unassigned (undesignated) Cash	\$ 1,734,272
---	---------------------

Notes

- (1) Represents approximately 3 months of operating expenditures
- (2) Prior year reserves.

Subsection 8B

Field Manager: Monthly Report

PROJECT 9/27/23, 10:59 AM

lack of maintenance

Wednesday, September 27, 2023

34 Items Identified

Russ Simmons -Field Manager Celebration
Inframark



Item 1

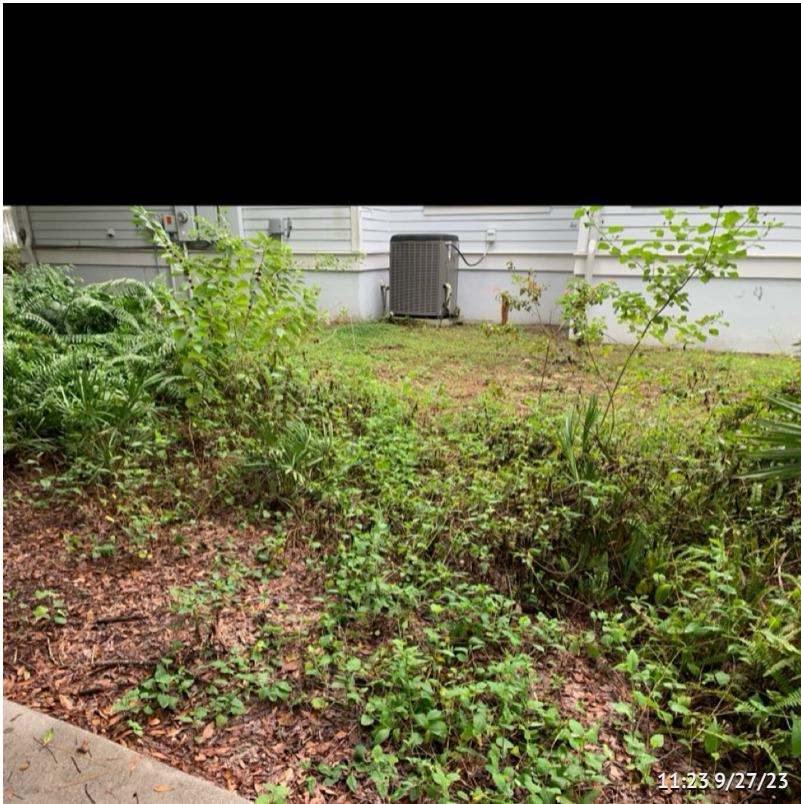
Mulberry alley trail



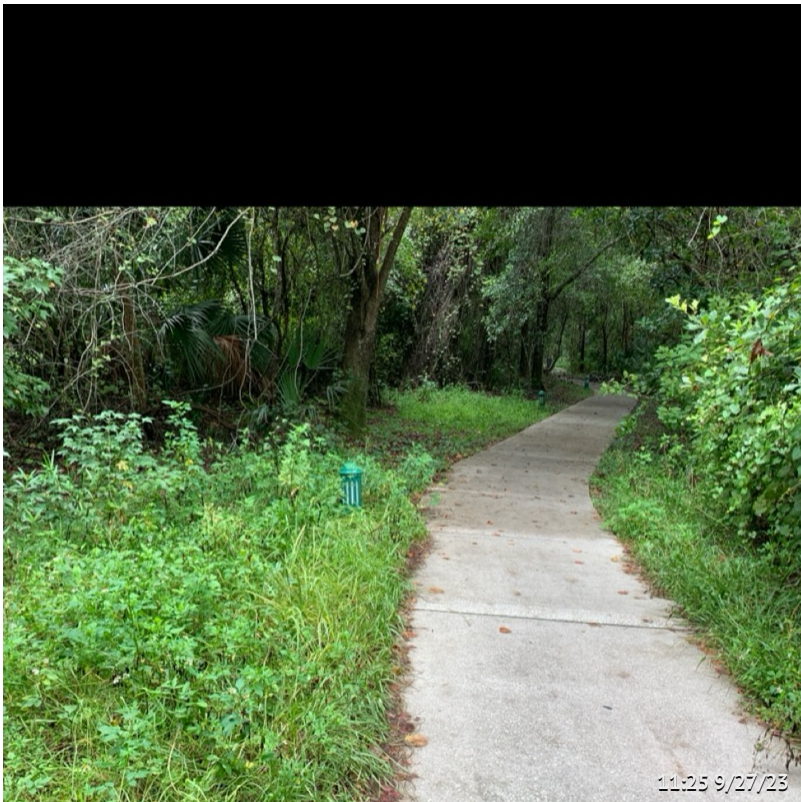
Item 2

Mulberry alley trail

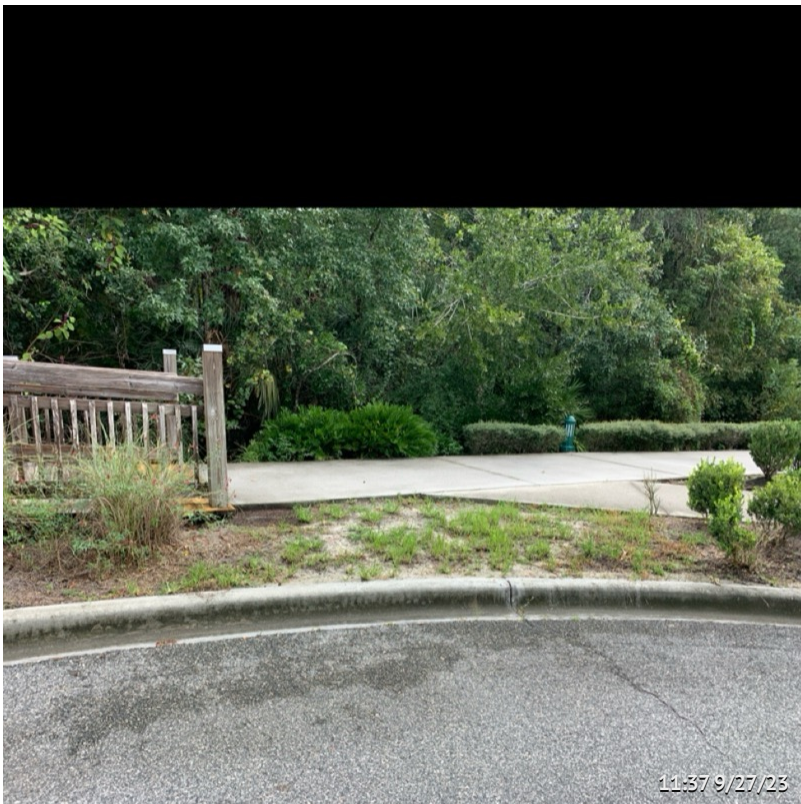




Item 3
S P Loop trail



Item 4
S P Loop trail



Item 5
Spring lake



Item 6
Island village at 1st stop sign

Item 7

Island village 1st house on left



Item 8





Item 9

Next to lift station island village

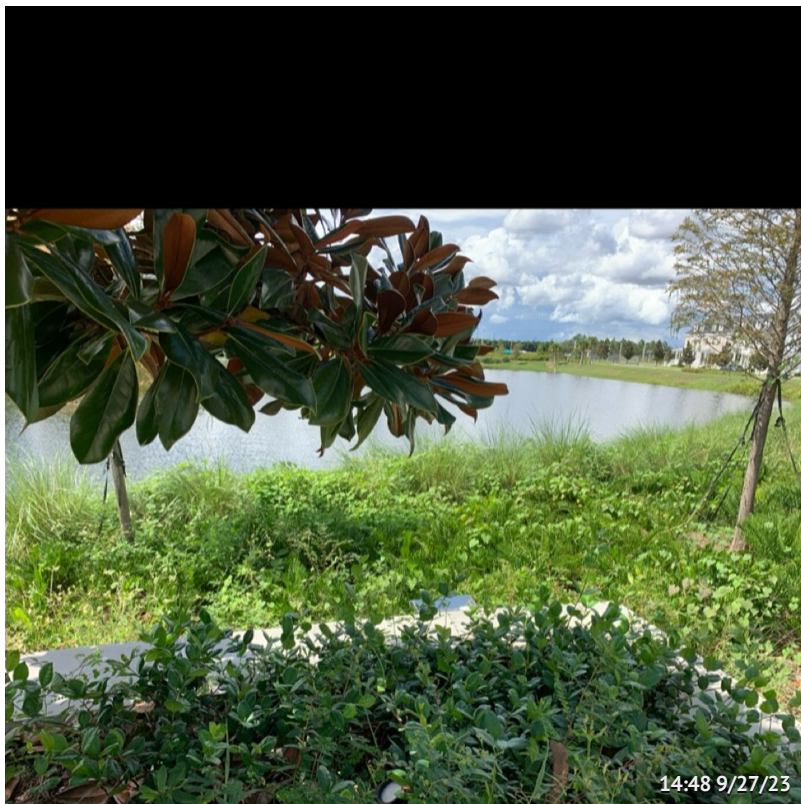


Item 10

Island village



Item 11
Island village



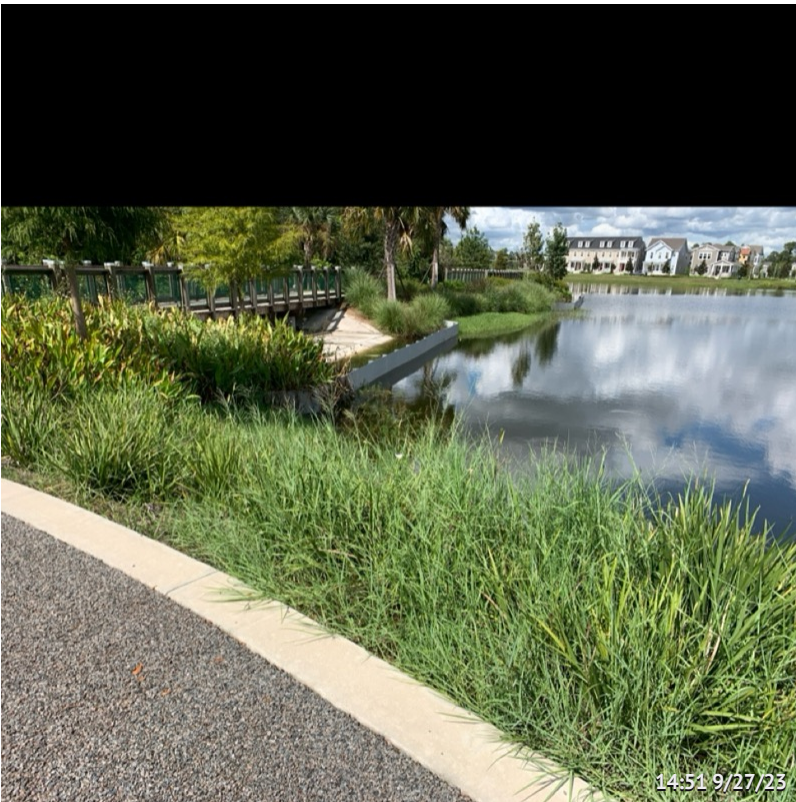
Item 12
Esplanade

Item 13

Island village Esplanade

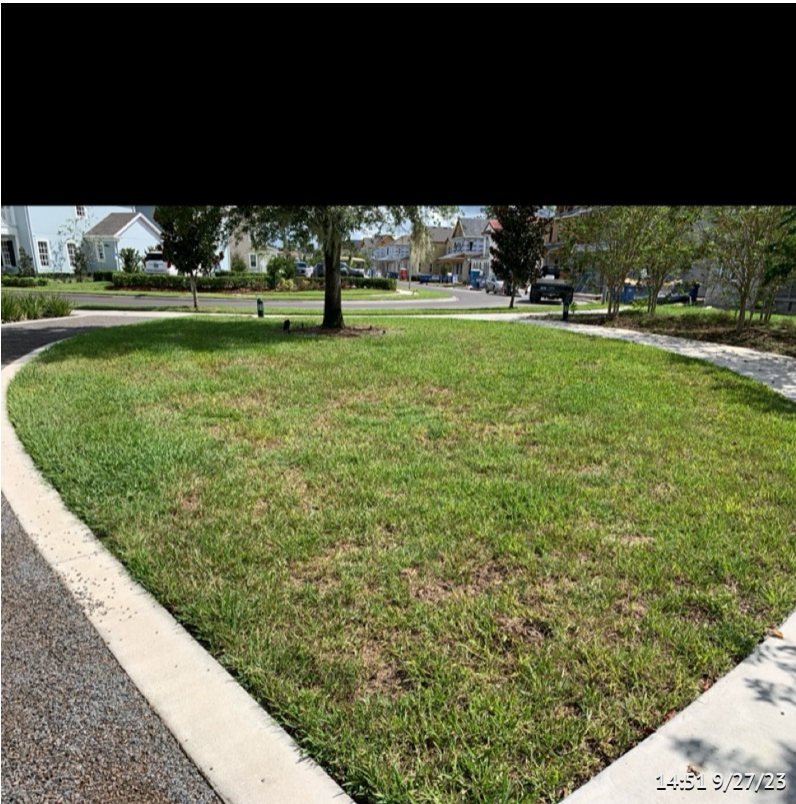


Item 14



Item 15

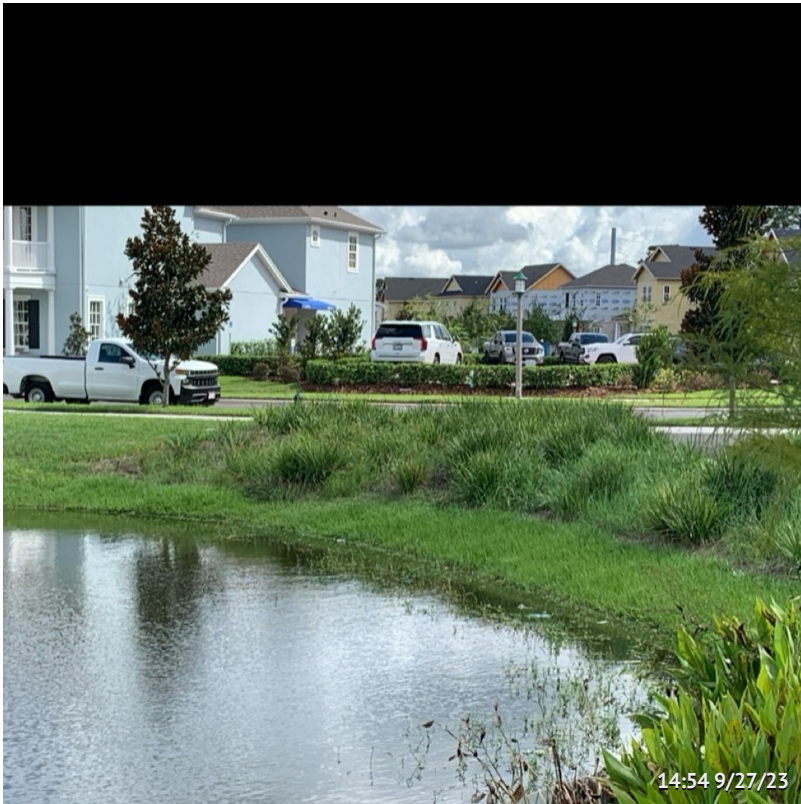
Newly planted sod



Item 16

Boardwalk





Item 17
By boardwalk



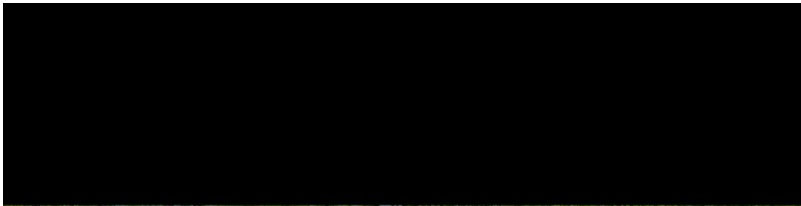
Item 18
Right of lot 242



Item 19
Esplanade



Item 20
Check prints 1849 beach ridge



Item 21

CBE



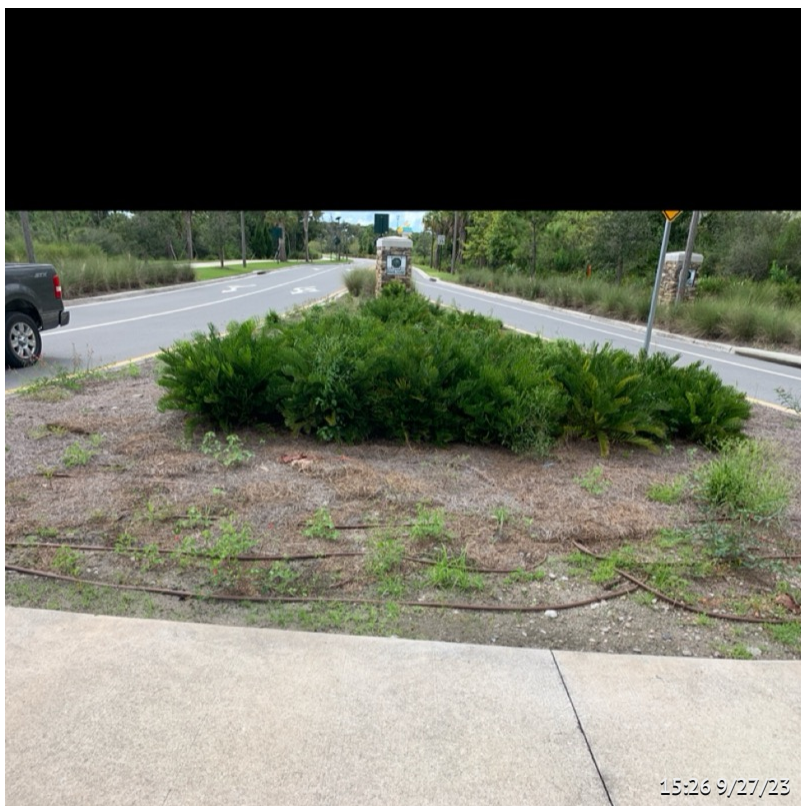
Item 22

CBE irrigation issue?



Item 23

Entrance island village

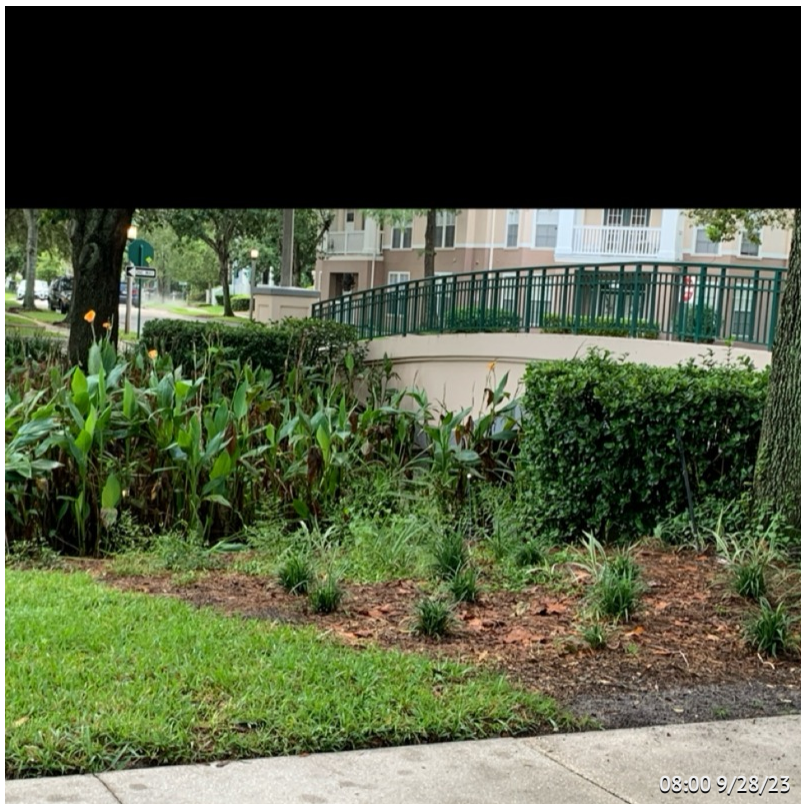


Item 24

Entrance island village



Item 25
Entrance island village



Item 26
Water street

Item 27
Fountain area



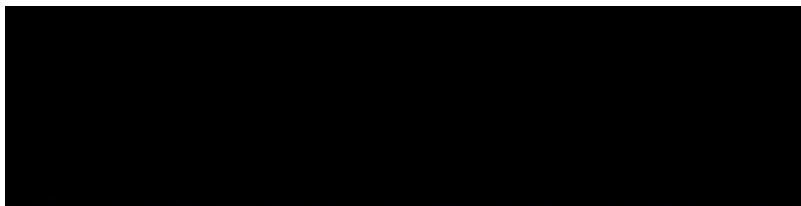
Item 28
Fountain





Item 29

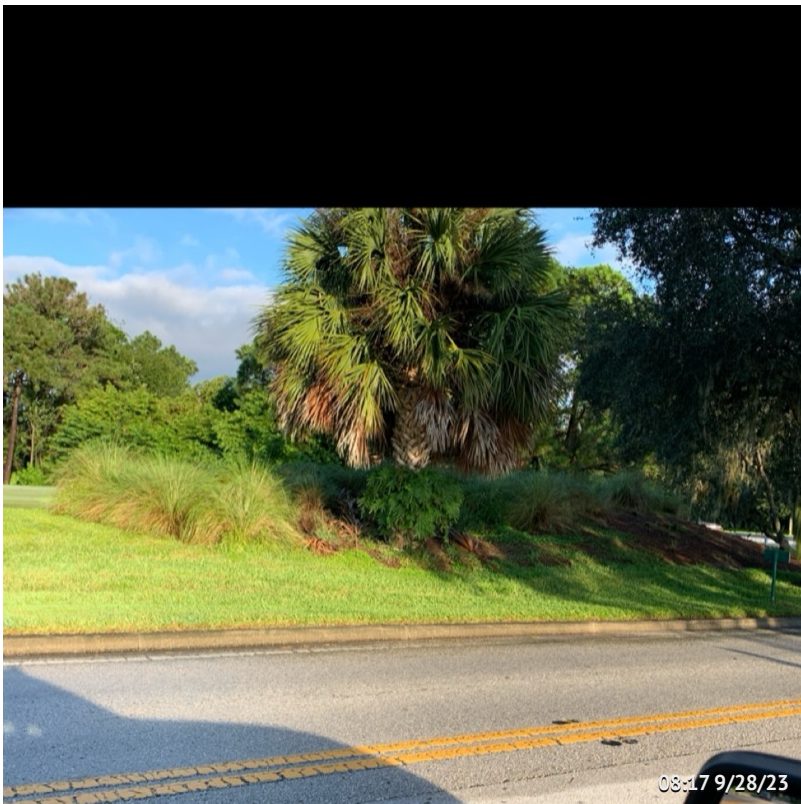
Where is the palm tree



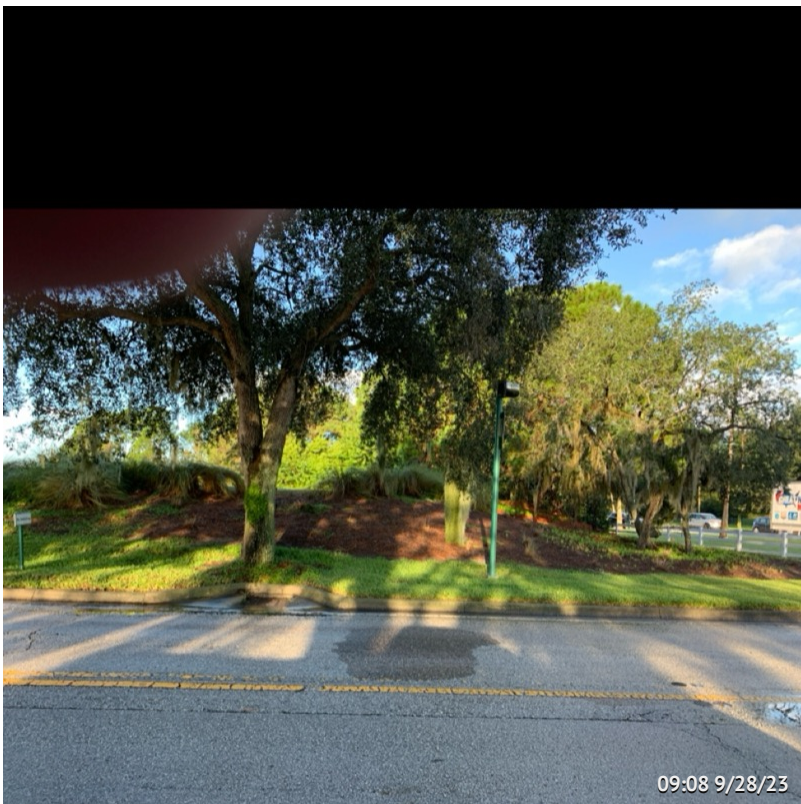
Item 30

Lake side





Item 31
Campus across library



Item 32
Campus across library

Item 33



Item 34

Artisan 1st day paving



Subsection 8D

Engineer: Monthly Report



HANSON, WALTER & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

October 16, 2023

Ms. Angel Montagna, District Manager
Celebration Community Development District
313 Campus Street
Celebration, FL 34747

Re: Engineer's Monthly Meeting Update – Celebration CDD
HWA #4204

Dear Ms. Montagna;

As requested, please accept this letter as a monthly summary update of items or tasks that our office has been working on or assisting with:

1. Island Village Ph 1A & 1B Root Barrier Inspection with Mattamy on pond and common area road shoulder tracts at promenades.
2. Island Village Phase 1B alley final lift of asphalt installation inspection and punchlist to Mattamy
3. Review Alliance Insurance documents
4. Eastlawn pond berm repair dirt source location for FEMA reimbursement application.
5. Civic Corridor Lot E2 little league and parking layout, site research, and preliminary cost estimate.
6. Island Village root barrier and tree replacement meeting with Mattamy housing division.
7. Civic Corridor Lot E2 baseball field site layout and pond sizing calculations and cost estimate.
8. Island Village Phase 1A & 1B all alleys courtesy inspection for standing water and prepare punchlist and exhibit map.
9. Artisan Park re-paving site inspections
10. Correspondence on FEMA re-imburement requests for information
11. Control structure raised grate options review.
12. Review and prepare plat map overlay of East Village and Aquila upland buffer areas for possible baseball fields.

Sincerely,

Mark Vincutonis

Mark Vincutonis, P.E.