

**CELEBRATION
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

Tuesday, January 23, 2024

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, January 23, 2024 – 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
- 6. Consent Agenda**
 - A. Minutes of December 19, 2023, Regular Meeting and January 16, 2024, Workshop
 - B. Invoices and Check Register (*December*)
 - C. Financial Statements (*December*)
- 7. Business Matters**
 - A. Resolution 2024-02, Recognizing the Contributions of Mr. Franklin Hall
 - B. *Celebration News* Article for March (*separate cover*)
 - C. Event Use Application for Farmer's Market Music on the Esplanade
 - D. Construction Use Applications from Duke Energy
 - E. Discussion of Liaisons
- 8. Regular Reports**
 - A. District Manager
 - i. GOGov Implementation
 - B. Field Manager
 - i. Monthly Report
 - C. Legal Counsel
 - i. Update Regarding Duke Energy
 - ii. Root Barriers in Island Village
 - D. Engineer
 - i. Monthly Report
 - ii. Report from BDA on Feasibility of Baseball Fields
 - E. Liaisons
- 9. Discussion Items**
 - A. Conversations with Osceola County
 - B. Community Center
 - C. Island Village Phase 1A Conveyance
- 10. Other Business, Updates, and Supervisor Comments**
- 11. Public Comment Period**
- 12. Adjournment**

The next meeting is scheduled for Tuesday, February 27, 2024

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 6

Consent Agenda

Subsection 6A

Minutes

MINUTES OF MEETING CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Celebration Community Development District was held Tuesday, December 19, 2023, at 6:00 p.m. at the District Office, 313 Campus Street, Celebration, Florida 34747.

Present and constituting a quorum were:

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

Also present, either in person or via Zoom Video Communications, were:

Angel Montagna	Manager: Inframark, Management Services
Jay Lazarovich	Attorney: Latham, Luna, Eden & Beaudine
Mark Vincutonis	Engineer: Hanson, Walter & Associates
Brenda Burgess	Inframark, Management Services
Kerry Satterwhite	Inframark, Field Services
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

Call to Order and Roll Call

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

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Filak led the *Pledge of Allegiance*.

THIRD ORDER OF BUSINESS

Approval of the Meeting Agenda

Mr. Filak reviewed the meeting agenda and requested additions or changes.

Discussion ensued regarding consolidating discussion items for street sweeping with conversations with Osceola County ("County"), tabling Resolution 2024-02 until January, and moving landscape RFPs to immediately follow public comments.

Mr. McLaughlin made a MOTION to approve the meeting agenda, as amended.

Ms. Starks seconded the motion.

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December 19, 2023, meeting

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

FOURTH ORDER OF BUSINESS

Public Comment Period

There being none, the next order of business followed.

FIFTH ORDER OF BUSINESS

Consideration of Landscape RFPs

Discussion ensued regarding the process in ranking the RFPs, reasons staff does not provide recommendations, and briefly interviewing each firm alphabetically.

A. ASI Landscape Management (“ASI”)

Representatives introduced themselves, and provided a background of the company, accomplishments, and basis for elements of the bid.

Discussion ensued regarding irrigation, availability to store equipment at the District Office for a monthly fee, utility vehicles, equipment being used, hours for Saturdays after 7:00 a.m., ten-hour work days Monday through Thursday with Friday as a makeup or special project day, confirmation staff will be onsite five days per week, trading services after hurricanes, internal interface system to prepare inspection reports, work order system in the software, hand watering or use of water truck, staffing levels, monthly reports to be provided, monthly inspections and meetings with staff, Board expectations, arborist on staff, and picking up trash and debris in their service area.

Further Board discussion ensued regarding pricing, how bid is awarded, and ability to negotiate various elements of the bid.

B. Brightview Landscape Services (“Brightview”)

Representatives introduced themselves, and provided the rationale for providing the bid.

Discussion ensued regarding monthly rotational maintenance program, schedules, work order system that can be used for residents, use of Fridays for inclement weather, working hours Monday through Thursday on smaller projects but anticipated five-day weeks for Celebration with Saturday and Sunday as makeup days for inclement weather, project manager being the point of contact, onsite project manager will have decision-making authority, priorities with life/safety being first, resources and labor on staff in the State in case of emergencies and storms, tradeoff of services for hurricane cleanup, staffing, and equipment levels.

The record will reflect Ms. Starks left the meeting at 7:25 p.m.

C. Rotolo Consultants (“Rotolo”)

Representatives introduced themselves, described the maps they digitized from the RFP information, and services and abilities that can be provided in addition to landscaping.

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Discussion ensued regarding staffing onsite, arborist available as needed, crews will be dedicated to Celebration, about 90% retention, started in Florida in 1990s and then again 2017 but in central Florida for the past 18 months, reporting system, available to start January 2, 2024, environmental issues, emergency cleanup swap for regular services, use of facility to store equipment, and staff onsite five days per week.

D. United Land Service (“United”)

Representatives introduced themselves, and discussed sod farms and locations nationwide.

Discussion ensued regarding staff onsite five days per week, use of maintenance facility to store equipment, rotating crews, irrigation, reports, number on crews, partner with arborist but not one on staff, hurricane protocols, safety officer, inspections, utility vehicles, parking, complaint and tracking process similar to CeleService but for their internal use, transition, availability of regional manager, problem areas, ability to negotiate special projects, and ability to pull from other areas for hurricane cleanup.

E. Yellowstone Landscape (“Yellowstone”)

Representatives introduced themselves, including the onsite project manager.

Discussion ensued regarding hurricane protocols, arborist on staff, pricing, staffing levels, utility vehicles, pest control, equipment, rental of the District Office area, staff onsite five days per week, staff dedicated to Celebration, and project manager has decision-making authority.

F. Ranking of Landscape Proposals

Discussion ensued regarding Juniper choosing not to bid on the RFP but will stick with their price, issues with Juniper, lack of performance and responsiveness, history of Juniper’s non-performance, mulch and annuals can be priced separately outside the landscape contract, preliminary ranking of firms, concerns about vendors, three-year total, comparison of bids to the District’s adopted budget, pros of each vendor, funds coming from reserves if the bid price is over budget, ability to negotiate irrigation technicians, ability of vendors to work well with management staff, second ranking narrowing to three firms, negotiating with ASI and the number to get down to, getting the job done, significantly over budget, ranking and negotiating with #2 if #1 does not work out, potential of ASI to deliver and experience that United will deliver, Brightview terminated from Enterprise CDD due to account manager, preference not to switch landscape companies during growing season, Brightview’s account manager on vacation and not able to attend the meeting, concerns about mergers and growth of the companies, feeling ASI number is too high and desire to negotiate, third ranking, conversation with ASI, their understanding of the irrigation pricing, availability to reduce total price, ASI will deliberate and come back with an

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answer on the price negotiation, desire to keep three irrigation technicians, ASI could reduce overhead costs by reducing vehicles but keeping three technicians at a reduction of \$75,000 for year one, fourth ranking with a shift in preferred #1 firm, proposal numbers, concerns, discussion with United regarding pricing, structure of pricing at budget, being able to perform the work at the price provided, starting date, and final ranking.

Mr. McLaughlin made a MOTION to award the contract for landscape maintenance services to United Land Services.
Mr. Touzin seconded the motion.

Upon VOICE VOTE, with all in favor except Mr. Hulme, approval was given (by a margin of 3-1) to award the contract for landscape maintenance services to United Land Services.

Mr. McLaughlin made a MOTION to terminate the contract for landscape maintenance services with Juniper Landscaping, effective February 1, 2024.
Mr. Touzin seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to terminate the contract for landscape maintenance services with Juniper Landscaping, effective February 1, 2024.

Discussion ensued regarding transition meeting from Juniper to United.

SIXTH ORDER OF BUSINESS

Third-Party Reports and Presentations

A. Celebration Residential Owners Association (CROA)

There being nothing to report, the next item followed.

B. Incorporation

Discussion ensued regarding next step to engage outside counsel to direct next step, and final update to be provided.

C. Osceola County Sheriff's Department

Certificates of recognition were prepared for the officers involved in the shooting on October 11 at Water Tower Place.

Discussion ensued with Captain Wilkinson and Mr. Alexander Card, County attorney, regarding motorized scooter and electric bicycle laws, summary sheet to be provided to the community regarding these statutes, requirements for vehicles that have to be licensed and registered, Ordinance 2020-70, future conversation after the first of the year, lack of clarity on the rules, reports, possible use of second floor in the District Office, effect of additional presence in the

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community if officing on the second floor, schedule of officers, and not discussing security information or camera locations in a public forum.

D. Juniper Landscaping

Discussion ensued regarding services provided over the past month, work orders, aeration needed for turf, and expressed hope to be able to work with the District again.

E. SŌLitude Lake Management: Pond Maintenance

i. Pond Assessment Report

ii. Proposal to Install Aerators

This proposal not being considered, the next item followed.

iii. Proposal for EutroSORB Treatments

This proposal not being considered, the next order of business followed.

SEVENTH ORDER OF BUSINESS Consent Agenda

A. Minutes of October 24, 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. Hulme made a MOTION to approve the consent agenda, as presented.
Mr. McLaughlin seconded the motion.

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

EIGHTH ORDER OF BUSINESS Business Matters

A. Ratification of Resolution 2024-01, Amending the Fiscal Year 2023 Budget

Mr. Filak read Resolution 2024-01 into the record by title.

Mr. McLaughlin made a MOTION to ratify Resolution 2024-01, amending the fiscal year 2023 budget.
Mr. Hulme seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to ratify Resolution 2024-01, amending the fiscal year 2023 budget.

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B. Resolution 2024-02, Recognizing the Contributions of Mr. Franklin Hall

Mr. Filak read Resolution 2024-02 into the record by title.

Discussion ensued regarding Mr. Hall on vacation. This item will be on the January agenda.

C. Resolution 2024-03, Designating Officers

Mr. Filak read Resolution 2024-03 into the record by title.

Discussion ensued regarding keeping the same structure, with the staff designated as noted on the Resolution.

Mr. McLaughlin made a MOTION to approve Resolution 2024-03 designating the following officers: Mr. Filak as Chairman; Mr. Touzin as Vice Chairman; Ms. Montagna as Secretary and Assistant Treasurer; Mr. Stephen Bloom as Treasurer; and Mr. Satterwhite, Mr. Hulme, Mr. McLaughlin, and Ms. Starks as Assistant Secretaries.

Mr. Hulme seconded the motion.

Discussion ensued regarding historic reason for designating officers annually.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2024-03 designating the following officers: Mr. Filak as Chairman; Mr. Touzin as Vice Chairman; Ms. Montagna as Secretary and Assistant Treasurer; Mr. Stephen Bloom as Treasurer; and Mr. Satterwhite, Mr. Hulme, Mr. McLaughlin, and Ms. Starks as Assistant Secretaries.

Discussion ensued regarding consideration of liaison appointments in January.

D. Discussion of Landscape RFPs

This having been discussed earlier in the meeting, the next item followed.

E. Celebration News Article for February

Mr. Filak made a MOTION to approve the *Celebration News* article for February.

Mr. Hulme seconded the motion.

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

F. Consideration to Rescind Previous Mosquito Control Agreement

This item was discussed under 11A.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Manager

i. GOGov Implementation

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Discussion ensued regarding rolling out GOGov in January, issues running two systems together, questions answered, service level agreements, and response time for tickets.

ii. Records Digitization

discussion ensued regarding the digitization of records in Coral Springs is complete, working on files on the second floor, and maps will take the longest time.

iii. Building Roof

discussion ensued regarding the roof. Report was provided, and will look at it mid January.

iv. Mules and Utility Vehicles

discussion ensued regarding conversion of mules and utility vehicles to be street legal costs \$300 to \$700 for a kit to make vehicles street legal, which is only part of what is required, cannot be registered with speeds less than 40 mph, full update provided at the next meeting, and new vehicle prices provided at the next meeting.

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.

ii. Proposals for Eastlawn Railing

Discussion ensued regarding other proposals received were higher, so Nash is working on it.

C. Legal Counsel

Discussion ensued regarding Island Village letter to developer regarding conveyance, 90-day deadline due December 25, letter of default regarding irrigation as-builts and root barriers, dead tree by the pond, bridge lights, no update on eminent domain, Disney exit and how it affects the District, and the District's interest to acquire any available property.

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 Artisan Park alley paving, walk-throughs and punchlist inspections, courtesy inspections, alternate sites and potential land swaps, and results of usability of tracts E-1 or E-2 for potential ballfields.

E. Liaisons

There being nothing to report, the next order of business followed.

TENTH ORDER OF BUSINESS

Discussion Items

A. Conversations with Osceola County

Mr. Filak reviewed conversations with the County, including mosquito control and street sweeping services, County not able to reduce taxes for these services, Board in 2009 asked the

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County to cease mosquito operations in exchange for expert guidance which has not been received, suggestion to rescind the agreement and request the County to revisit this issue.

Mr. Hulme made a MOTION to rescind the prior agreement with Osceola County to cease mosquito control services, with counsel to draft a letter to the County.
Mr. McLaughlin seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to rescind the prior agreement with Osceola County to cease mosquito control services, with counsel to draft a letter to the County.

Further discussion ensued regarding additional conversations with the County, roads need paving, and continuing dialogue with the County.

B. Audit Committee Members

After the brief discussion, the Board chose to leave the current committee members as is.

C. Street Sweeping Services with Osceola County

This having been discussed under item 10A, the next item followed.

D. Community Center

Discussion ensued regarding process, start RFP to hold a charette, scope of work from Mr. Hulme, list of potential proposers, and anticipate a workshop in February.

E. Island Village Phase 1A Conveyance

This having been discussed under the attorney's report, the next order of business followed.

ELEVENTH ORDER OF BUSINESS

Other Business, Updates, and Supervisor Comments

There being none, the next order of business followed.

TWELFTH ORDER OF BUSINESS

Public Comment Period

Mr. Gary Hudspeth complimented the Board on its RFP process.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Touzin, seconded by Mr. McLaughlin, with all in favor, the meeting was adjourned at 10:58 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF WORKSHOP CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

A workshop of the Board of Supervisors of the Celebration Community Development District was held Tuesday, January 16, 2024, at 6:00 p.m. at the District Office, 313 Campus Street, Celebration, Florida 34747.

Present were:

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

Also present, either in person or via Zoom Video Communications, were:

Angel Montagna	Manager: Inframark, Management Services
Jan Carpenter	Attorney: Latham, Luna, Eden & Beaudine
Mark Vincutonis	Engineer: Hanson Walter & Associates
Brenda Burgess	Inframark, Management Services
Kerry Satterwhite	Inframark. Field Services
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 workshop. The full recording is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Filak called the workshop to order at 6:01 p.m.

Ms. Montagna called the roll.

Mr. Hulme was not present at roll call but arrived during the power point presentation.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Filak led the *Pledge of Allegiance*.

THIRD ORDER OF BUSINESS

Public Comment Period

There being none, the next order of business followed.

FOURTH ORDER OF BUSINESS

Discussion of My Celebration System Implementation

Mr. Touzin reviewed the power point presentation regarding the new system.

Discussion ensued regarding some CROA pieces that have to be activated, expiration of CeleService contract, assignment of CeleService different from My Celebration, how work orders are created, how tickets are assigned to staff, possible instructional video to

Celebration CDD
January 16, 2024, workshop

post on the website, live date of February 1 anticipated, involving CROA in training and the transition to going live, exporting data, communicating about the launch of the app, potential questions and FAQs, use of social media and the District's website, CROA's review of the FAQs, management process, review of tickets, weekly reports on effectiveness, assign priority levels, certain required fields to submit a ticket, length of time for various priority levels, need terms of service in the app, hold people accountable for their actions, consequences for mischievous activity, example of street light pole numbers, issue of incomplete requests or unreadable photos, suggestion of survey email to follow each request at a future time, recommendation to include suggestions in FAQs, frequency of metrics being reported to evaluate effectiveness, each entity has its own admin access and the two do not comingle, feedback, mechanism to report bugs, reporting, available report templates, priority level shows on both ends, priority is determined by category or staff and not the resident, management's ability to change priority level, estimated length of time for various items to be addressed, automated reporting, survey questions and a block for comments, and internal tracking system.

Ms. Montagna provided an update regarding the charette for a community center with proposals due by Friday or Monday, to be considered the meeting on January 23, requested a point of contact with the firms to answer questions, and Mr. Hulme will assist in answering questions with the proposers.

Ms. Montagna will organize a phone call with GOGov, the vendor, in preparation for the launch of My Celebration.

FIFTH ORDER OF BUSINESS

Adjournment

The workshop was adjourned at 7:30 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Subsection 6B

Invoices and Check Register

CELEBRATION
Community Development District

Check Register

December 31, 2023

12/05/23	Vendor	ENTERPRISE CDD	51022-112323	BILL PRD 10/10-11/10/23	R&M-Irrigation	001-546041-53901	\$2,210.55
Check Total							\$2,210.55

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 273							
12/05/23	Vendor	ENTERPRISE CDD	10013-112323	BILL PRD 10/10-11/10/23	R&M-Irrigation	001-546041-53901	\$385.01
Check Total							\$385.01
CHECK # 274							
12/05/23	Vendor	ENTERPRISE CDD	53021-112323	BILL PRD 10/10-11/10/23	R&M-Irrigation	001-546041-53901	\$821.56
Check Total							\$821.56
CHECK # 275							
12/05/23	Vendor	ENTERPRISE CDD	112723-5021	BILL PRD 10/11-11/10/23	R&M-Irrigation	001-546041-53901	\$83.60
Check Total							\$83.60
CHECK # 276							
12/05/23	Vendor	HOME DEPOT	102723-6774	SEPT/OCT PURCHASES	FIELD SUPPLIES	001-546009-53901	\$850.28
12/05/23	Vendor	HOME DEPOT	102723-6774	SEPT/OCT PURCHASES	FIELD SUPPLIES	001-546084-53901	\$605.54
Check Total							\$1,455.82
CHECK # 277							
12/05/23	Vendor	INFRAMARK, LLC	105366	NOV 2023 VARIABLE CHGS	Postage and Freight	001-541006-51301	\$28.98
12/05/23	Vendor	INFRAMARK, LLC	105366	NOV 2023 VARIABLE CHGS	SOUTHERN HYDRAULICS	001-546022-53901	\$57.90
12/05/23	Vendor	INFRAMARK, LLC	105366	NOV 2023 VARIABLE CHGS	PRESSURE WASHING	001-546171-53901	\$293.57
12/05/23	Vendor	INFRAMARK, LLC	105366	NOV 2023 VARIABLE CHGS	CONCRETE FOR SIDEWALKS	001-546084-53901	\$750.70
12/05/23	Vendor	INFRAMARK, LLC	105366	NOV 2023 VARIABLE CHGS	SIDEWALK REPAIR	001-546084-53901	\$362.25
12/05/23	Vendor	INFRAMARK, LLC	105366	NOV 2023 VARIABLE CHGS	WORK GLOVES	001-549900-53901	\$47.13
12/05/23	Vendor	INFRAMARK, LLC	105366	NOV 2023 VARIABLE CHGS	RECOIL	001-546022-53901	\$31.03
12/05/23	Vendor	INFRAMARK, LLC	105366	NOV 2023 VARIABLE CHGS	FURNITURE TEAK BENCH	001-564104-53918	\$2,305.75
Check Total							\$3,877.31
CHECK # 278							
12/05/23	Vendor	LYNCH OIL COMPANY, INC	15494050	DYED DIESEL/KEROSENE FUEL	Fuel, Gasoline and Oil	001-540004-53901	\$130.17
Check Total							\$130.17
CHECK # 279							
12/05/23	Vendor	OSCEOLA SHERIFF'S OFFICE	55098	SECURITY SVCS SHERIFF 11/5-11/19/23	11/5-11/19/23	001-534365-52001	\$9,634.97
Check Total							\$9,634.97

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 280							
12/05/23	Vendor	REXEL USA	S138207536.001	BULBS	R&M-Streetlights	001-546095-54101	\$2,187.26
12/05/23	Vendor	REXEL USA	S138175986.001	LAMPS	BULBS	001-546095-54101	\$52.00
12/05/23	Vendor	REXEL USA	S138175986.001	LAMPS	S&H	001-546095-54101	\$22.04
Check Total							\$2,261.30
CHECK # 281							
12/05/23	Vendor	SESCO LIGHTING, INC.	INV150739	STREETLIGHTS STERNBERG	R&M-Streetlights	001-546095-54101	\$67,575.00
Check Total							\$67,575.00
CHECK # 282							
12/05/23	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	136801709-001	IRR SUPPLIES	R&M-Irrigation	001-546041-53901	\$2,142.14
Check Total							\$2,142.14
CHECK # 283							
12/05/23	Vendor	USA SEAL & STRIPE, LLC	330	STREET SWEEPING 11/24/23	R&M-Road Cleaning	001-546080-54101	\$2,750.00
Check Total							\$2,750.00
CHECK # 284							
12/05/23	Vendor	VANGUARD CLEANING SYSTEMS	37063	DEC 2023 CLEANING SVC CHG	Building Op Costs	001-563034-53901	\$438.00
Check Total							\$438.00
CHECK # 285							
12/07/23	Vendor	HANSON, WALTER & ASSOCIATES, I	5287597	ENGG SVCS THRU JUNE 2023	ProfServ-Engineering	001-531013-51501	\$2,212.50
12/07/23	Vendor	HANSON, WALTER & ASSOCIATES, I	5287597	ENGG SVCS THRU JUNE 2023	ISLAND VILLAGE	001-115000-51501	\$78.75
Check Total							\$2,291.25
CHECK # 286							
12/12/23	Vendor	COUNTRY CASUAL TEAK	213809	BENCHES/CHAIRS/ARM CHAIRS/ROUND TABLES	Capital Projects	001-564104-53918	\$92,155.00
Check Total							\$92,155.00
CHECK # 287							
12/18/23	Vendor	BJM CONSULTING	2675	SALES - EDITS BY ATTORNEY 11/13/23	ProfServ-Incorporation Study Legal	001-531117-51301	\$150.00
Check Total							\$150.00
CHECK # 288							
12/18/23	Vendor	CELEBRATION HARDWARE	379964	FASTENERS	R&M-Common Area	001-546016-53901	\$4.78
12/18/23	Vendor	CELEBRATION HARDWARE	380071	CONCRETE & BLADE CRBD TP	R&M-Sidewalks	001-546084-53901	\$76.91
12/18/23	Vendor	CELEBRATION HARDWARE	380445	BLEACH	R&M-Pressure Washing	001-546171-53901	\$4.78
12/18/23	Vendor	CELEBRATION HARDWARE	380880	LINER DRUMS (3)	R&M-Common Area	001-546016-53901	\$113.97
Check Total							\$200.44

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 289							
12/18/23	Vendor	ENTERPRISE CDD	112323-2722	BILL PRD 10/10-11/10/23	R&M-Irrigation	001-546041-53901	\$365.18
Check Total							\$365.18
CHECK # 290							
12/18/23	Vendor	ENTERPRISE CDD	112323-5611	BILL PRD 10/11-11/10/23	R&M-Common Area	001-546016-53901	\$61.19
Check Total							\$61.19
CHECK # 291							
12/18/23	Vendor	FEDEX	8-337-33221	FEDEX TO RSP PRINTING	Postage and Freight	001-541006-51301	\$20.78
Check Total							\$20.78
CHECK # 292							
12/18/23	Vendor	K AND D CONCRETE INC	259	CONCRETE LABOR - NEW SIDEWALKS	R&M-Sidewalks	001-546084-53901	\$28,773.00
Check Total							\$28,773.00
CHECK # 293							
12/18/23	Vendor	OSCEOLA SHERIFF'S OFFICE	55156	SECURITY SVCS 11/19-12/3/23	11/5-11/19/23	001-534365-52001	\$9,692.29
Check Total							\$9,692.29
CHECK # 294							
12/18/23	Vendor	REXEL USA	S138264871.001	BULBS	R&M-Streetlights	001-546095-54101	\$568.68
12/18/23	Vendor	REXEL USA	S138268588.001	CLEAR GLOBE	BULBS	001-546095-54101	\$35.00
Check Total							\$603.68
CHECK # 295							
12/18/23	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	137034877-001	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$159.39
Check Total							\$159.39
CHECK # 296							
12/18/23	Vendor	SOUTHERN PINE LUMBER CO. OF ORLANDO, INC.	40074753	LUMBER - BOARDWALKS	R&M-Boardwalks	001-546009-53901	\$505.40
Check Total							\$505.40
CHECK # 297							
12/18/23	Vendor	USA SEAL & STRIPE, LLC	331	12/1/23 SWEEPING SVC	R&M-Road Cleaning	001-546080-54101	\$2,750.00
12/18/23	Vendor	USA SEAL & STRIPE, LLC	332	12/8/23 SWEEPING SVC	R&M-Road Cleaning	001-546080-54101	\$2,750.00
Check Total							\$5,500.00
CHECK # 298							
12/20/23	Vendor	BRIGHTVIEW LANDSCAPING	8705444	TREE WORK	Contracts-Trees & Trimming	001-534085-53901	\$65,231.25
Check Total							\$65,231.25

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 299							
12/20/23	Vendor	CELEBRATION CDD C/O US BANK	120623-2021	SERIES 2021 TRSF TAX COLLECTIONS	Due From Other Funds	131000	\$66,056.70
12/20/23	Vendor	CELEBRATION CDD C/O US BANK	120623-2013A	SERIES 2013A TRSF TAX COLLECTIONS	Due From Other Funds	131000	\$68,285.78
Check Total							\$134,342.48
CHECK # 300							
12/20/23	Vendor	CELEBRATION HARDWARE	381393	CONCRETE MIX	R&M-Sidewalks	001-546084-53901	\$124.75
12/20/23	Vendor	CELEBRATION HARDWARE	381551	PATCH COLD BLKTP COMM	R&M-Sidewalks	001-546084-53901	\$71.96
Check Total							\$196.71
CHECK # 301							
12/20/23	Vendor	LYNCH OIL COMPANY, INC	15547839	DYED DIESEL/KEROSENE FUEL	Fuel, Gasoline and Oil	001-540004-53901	\$192.90
Check Total							\$192.90
CHECK # 303							
12/20/23	Vendor	SOLITUDE LAKE MANAGEMENT	PSI034196	DEC 2023 WATER TESTING	Contracts-Water Quality	001-534048-53901	\$11,488.50
Check Total							\$11,488.50
CHECK # 304							
12/20/23	Vendor	SUNSHINE COMMUNICATION SERVICES, INC.	231211258	DEC 2023 TELEPHONE ANSWERING SVCS	ProfServ-Answering Services	001-531064-51301	\$740.06
Check Total							\$740.06
CHECK # 305							
12/20/23	Vendor	REXEL USA	S138333522.001	BULBS	R&M-Streetlights	001-546095-54101	\$98.12
12/20/23	Vendor	REXEL USA	S138333522.001	BULBS	S&H	001-546095-54101	\$14.25
12/20/23	Vendor	REXEL USA	S138164532.001	OVERLOAD RELAYS	BULBS	001-546095-54101	\$334.10
Check Total							\$446.47
ACH #DD693							
12/05/23	Vendor	REPUBLIC SERVICES - ACH	0690-000710172	REFUSE REMOVAL	Utility - Refuse Removal	001-543020-53901	\$2,658.12
ACH Total							\$2,658.12
ACH #DD694							
12/15/23	Vendor	SMART CITY TELECOM - AUTOPAY	120123-0025	BILL PRD 12/1-12/31/23	Communication - Telephone	001-541003-51301	\$180.24
ACH Total							\$180.24
ACH #DD695							
12/15/23	Vendor	SMART CITY TELECOM - AUTOPAY	120123-1187 ACH	BILL PRD 12/1-12/31/23	Communication - Telephone	001-541003-51301	\$137.38
ACH Total							\$137.38

12/26/23	Employee JOHN A. MCLAUGHLIN	PAYROLL	December 26, 2023 Payroll Posting	\$104.70
				ACH Total \$104.70

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 12/1/23 to 12/31/23

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
------	------------	-------	-------------	---------------------	--------------------------	---------------	-------------

ACH #DD687

12/26/23	Employee	CASSANDRA HARRIS-STARKS	PAYROLL	December 26, 2023 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>

ACH #DD688

12/26/23	Employee	THOMAS A. TOUZIN	PAYROLL	December 26, 2023 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>

Account Total \$17,602.21

Total Amount Paid \$479,673.21

Subsection 6C

Financial Statements

CELEBRATION
Community Development District

Financial Report

December 31, 2023



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CELEBRATION
Community Development District

Financial Statements

(Unaudited)

December 31, 2023

CELEBRATION
Community Development District

Governmental Funds

Balance Sheet
December 31, 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	\$ 4,802,503	\$ -	\$ -	\$ -	\$ -	\$ 4,802,503
Cash with Fiscal Agent	506,682	-	-	-	-	506,682
Accounts Receivable	133,258	-	-	-	-	133,258
Due From Other Gov'tl Units	80	-	-	-	-	80
Due From Other Funds	-	251,075	241,995	12	-	493,082
Investments:						
Certificates of Deposit - 12 Months	750,000	-	-	-	-	750,000
Certificates of Deposit - 6 Months	750,000	-	-	-	-	750,000
Money Market Account	122,222	-	-	116,220	-	238,442
Treasury Bills (6 months)	2,691,536	-	-	-	-	2,691,536
Construction Fund	-	-	-	-	46,150	46,150
Prepayment Account	-	254	81	-	-	335
Reserve Fund	-	196,688	207,000	-	-	403,689
Revenue Fund	-	396,644	77,179	-	-	473,823
FMV Adjustment	2,362	-	-	-	-	2,362
Prepaid Items	2,300	-	-	-	-	2,300
Deposits	804	-	-	-	-	804
TOTAL ASSETS	\$ 9,761,747	\$ 844,661	\$ 526,255	\$ 116,232	\$ 46,150	\$ 11,295,047
LIABILITIES						
Accounts Payable	\$ 775,156	\$ -	\$ -	\$ -	\$ -	\$ 775,156
Accrued Expenses	223,952	-	-	-	-	223,952
Unearned Revenue	556,789	-	-	-	-	556,789
Due To Other Districts	123,395	-	-	-	-	123,395
Sales Tax Payable	41	-	-	-	-	41
Deposits	500	-	-	-	-	500
Other Current Liabilities	206,677	-	-	-	-	206,677
Due To Other Funds	493,082	-	-	-	-	493,082
TOTAL LIABILITIES	2,379,592	-	-	-	-	2,379,592

CELEBRATION
Community Development District

Governmental Funds

Balance Sheet
December 31, 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	2,300	-	-	-	-	2,300
Deposits	3,804	-	-	-	-	3,804
Restricted for:						
Debt Service	-	844,661	526,255	-	-	1,370,918
Capital Projects	-	-	-	116,232	46,150	162,382
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	1,016,278	-	-	-	-	1,016,278
Reserves - Disaster Relief	755,974	-	-	-	-	755,974
Reserves - Roads & Alleyways	112,452	-	-	-	-	112,452
Reserves - Self Insurance	79,300	-	-	-	-	79,300
Unassigned:	3,379,972	-	-	-	-	3,379,972
TOTAL FUND BALANCES	\$ 7,382,155	\$ 844,661	\$ 526,255	\$ 116,232	\$ 46,150	\$ 8,915,455
TOTAL LIABILITIES & FUND BALANCES	\$ 9,761,747	\$ 844,661	\$ 526,255	\$ 116,232	\$ 46,150	\$ 11,295,047

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
REVENUES						
Interest - Investments	\$ 300,000	\$ 75,000	\$ 70,871	\$ (4,129)	23.62%	\$ 11,107
Right-of-Way Fees Electricity	955,000	238,749	250,568	11,819	26.24%	78,608
Right-of-Way Fees Gas	5,000	1,251	601	(650)	12.02%	162
Interlocal Agreement - Enterprise (Security)	20,000	-	-	-	0.00%	-
Interlocal Agreement - Enterprise (Field)	20,000	-	-	-	0.00%	-
Interest - Tax Collector	2,500	-	-	-	0.00%	-
Building Rental Income	19,619	1,623	1,623	-	8.27%	541
Building Operating Cost Income	14,448	3,612	3,612	-	25.00%	1,204
Special Assmnts- Tax Collector	3,910,243	1,303,414	2,981,749	1,678,335	76.25%	2,368,072
Special Assmnts- CDD Collected	6,218	6,218	-	(6,218)	0.00%	-
Special Assmnts- Discounts	(156,410)	(52,136)	(106,123)	(53,987)	67.85%	(94,346)
Other Miscellaneous Revenues	400,000	33,333	10,072	(23,261)	2.52%	1
TOTAL REVENUES	5,496,618	1,611,064	3,212,973	1,601,909	58.45%	2,365,349
EXPENDITURES						
Administration						
P/R-Board of Supervisors	10,200	2,400	1,800	600	17.65%	600
FICA Taxes	780	183	122	61	15.64%	46
ProfServ-Arbitrage Rebate	1,200	-	-	-	0.00%	-
ProfServ-Dissemination Agent	2,000	2,000	2,000	-	100.00%	-
ProfServ-Engineering	24,000	6,000	11,668	(5,668)	48.62%	1,995
ProfServ-Legal Services	40,000	9,999	7,522	2,477	18.81%	1,998
ProfServ-Mgmt Consulting	100,494	25,124	25,124	-	25.00%	8,375
ProfServ-Property Appraiser	3,000	3,000	769	2,231	25.63%	767
ProfServ-Special Assessment	24,612	24,612	24,612	-	100.00%	24,612
ProfServ-Trustee Fees	8,081	8,081	7,745	336	95.84%	-
ProfServ-Web Site Development	2,000	1,553	1,553	-	77.65%	-
ProfServ- Answering Service	3,500	876	2,305	(1,429)	65.86%	740
ProfServ-Incorporation Study Legal	20,000	700	623	77	3.12%	560
Auditing Services	5,000	-	-	-	0.00%	-
Communication - Telephone	10,000	2,499	953	1,546	9.53%	318
Postage and Freight	700	174	103	71	14.71%	53
Insurance - General Liability	68,149	68,149	95,948	(27,799)	140.79%	-
Insurance-Workmans Comp	850	850	850	-	100.00%	-
Printing and Binding	3,800	951	48	903	1.26%	48
Legal Advertising	1,800	450	302	148	16.78%	302
Misc-Assessment Collection Cost	78,205	26,068	70,303	(44,235)	89.90%	45,475
Office Supplies	3,000	750	232	518	7.73%	60
Software	17,000	-	-	-	0.00%	-
Annual District Filing Fee	175	175	175	-	100.00%	-
Total Administration	428,546	184,594	254,757	(70,163)	59.45%	85,949
Public Safety						
Security Service - Sheriff	200,000	50,001	51,101	(1,100)	25.55%	15,196
Total Public Safety	200,000	50,001	51,101	(1,100)	25.55%	15,196

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
<u>Physical Environment</u>						
Contracts-Water Quality	22,000	5,499	-	5,499	0.00%	-
Contracts-Aquatic Control	146,832	36,708	34,466	2,242	23.47%	11,489
Contracts-Pest Control	249,029	62,256	62,257	(1)	25.00%	20,752
R&M-Wetland	1,000	249	-	249	0.00%	-
Total Physical Environment	418,861	104,712	96,723	7,989	23.09%	32,241
<u>Flood Control/Stormwater Mgmt</u>						
R&M-Canal Bank Restoration	100,000	24,999	-	24,999	0.00%	-
R&M-Stormwater System	30,000	7,500	15,335	(7,835)	51.12%	-
Total Flood Control/Stormwater Mgmt	130,000	32,499	15,335	17,164	11.80%	-
<u>Field</u>						
ProfServ-Field Management	1,142,883	285,721	285,721	-	25.00%	95,240
Contracts-Fountain	7,938	1,986	1,985	1	25.01%	662
Contracts-Mulch	117,638	29,409	71,798	(42,389)	61.03%	-
Contracts-Irrigation	96,696	24,174	24,174	-	25.00%	8,058
Contracts-Trees & Trimming	170,500	42,624	65,231	(22,607)	38.26%	65,231
Contracts-Shrub Maintenance	262,930	65,733	65,732	1	25.00%	21,911
Contracts-Annals	16,380	4,095	1,385	2,710	8.46%	1,385
Contracts-General Site/ Trash and Debris	51,000	12,750	12,750	-	25.00%	4,250
Contracts-Ground/Turf/Tree/Maintenance	648,646	162,162	162,162	-	25.00%	54,054
Fuel, Gasoline and Oil	15,000	3,750	1,674	2,076	11.16%	193
Electricity - General	45,000	11,250	14,247	(2,997)	31.66%	5,047
Utility - Refuse Removal	18,000	4,500	3,940	560	21.89%	684
Rentals - General	3,000	750	410	340	13.67%	-
R&M-Aeration	25,000	6,249	963	5,286	3.85%	-
R&M-Boardwalks	25,000	6,249	4,668	1,581	18.67%	709
R&M-Common Area	60,000	15,000	8,277	6,723	13.80%	3,412
R&M-Equipment	20,000	5,001	3,947	1,054	19.74%	-
R&M-Fountain	10,000	2,499	2,144	355	21.44%	648
R&M-Other Landscape	200,000	50,001	21,078	28,923	10.54%	16,100
R&M-Irrigation	65,000	16,251	25,683	(9,432)	39.51%	8,704
R&M-Roads & Alleyways	18,000	4,500	750	3,750	4.17%	-
R&M-Sidewalks	200,000	50,001	31,684	18,317	15.84%	274
R&M-Pressure Washing	10,000	2,499	686	1,813	6.86%	5
R&M- Tree Removal/Replacement	90,000	22,500	15,648	6,852	17.39%	-
R&M-Fire Equipment	1,100	276	140	136	12.73%	-
R&M-Painting	10,000	2,499	424	2,075	4.24%	134
Misc-Contingency	15,000	3,750	47	3,703	0.31%	-
Building Op Costs	15,000	3,750	3,386	364	22.57%	985
Total Field	3,359,711	839,929	830,734	9,195	24.73%	287,686
<u>Capital Expenditures & Projects</u>						
Capital Projects	191,500	1,105	110,300	(109,195)	57.60%	-
Total Capital Expenditures & Projects	191,500	1,105	110,300	(109,195)	57.60%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
<u>Road and Street Facilities</u>						
Electricity - Streetlights	175,000	43,749	47,971	(4,222)	27.41%	16,377
R&M-Road Cleaning	108,000	27,000	33,000	(6,000)	30.56%	13,750
R&M-Streetlights	120,000	30,000	77,502	(47,502)	64.59%	1,050
R&M-Signage/Radar Sign Maintenance	15,000	3,750	-	3,750	0.00%	-
Total Road and Street Facilities	418,000	104,499	158,473	(53,974)	37.91%	31,177
<u>Reserves</u>						
Reserves-Annual Contribution	350,000	48,816	115,886	(67,070)	33.11%	-
Total Reserves	350,000	48,816	115,886	(67,070)	33.11%	-
TOTAL EXPENDITURES & RESERVES	5,496,618	1,366,155	1,633,309	(267,154)	29.71%	452,249
Excess (deficiency) of revenues						
Over (under) expenditures	-	244,909	1,579,664	1,334,755	0.00%	1,913,100
Net change in fund balance	\$ -	\$ 244,909	\$ 1,579,664	\$ 1,334,755	0.00%	\$ 1,913,100
FUND BALANCE, BEGINNING (OCT 1, 2023)	5,802,491	5,802,491	5,802,491			
FUND BALANCE, ENDING	\$ 5,802,491	\$ 6,047,400	\$ 7,382,155			

CELEBRATION
Community Development District

Series 2013A Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
REVENUES						
Interest - Investments	\$ 4,000	\$ 999	\$ 7,098	\$ 6,099	177.45%	\$ 2,138
Special Assmnts- Tax Collector	424,665	141,556	335,978	194,422	79.12%	266,830
Special Assmnts- Discounts	(16,987)	(5,662)	(11,958)	(6,296)	70.40%	(10,631)
TOTAL REVENUES	411,678	136,893	331,118	194,225	80.43%	258,337
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	8,493	2,832	7,922	(5,090)	93.28%	5,124
Total Administration	8,493	2,832	7,922	(5,090)	93.28%	5,124
Debt Service						
Debt Retirement Series A	235,000	-	-	-	0.00%	-
Interest Expense Series A	161,431	80,716	80,591	125	49.92%	-
Total Debt Service	396,431	80,716	80,591	125	20.33%	-
TOTAL EXPENDITURES	404,924	83,548	88,513	(4,965)	21.86%	5,124
Excess (deficiency) of revenues						
Over (under) expenditures	6,754	53,345	242,605	189,260	n/a	253,213
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	6,754	-	-	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	6,754	-	-	-	0.00%	-
Net change in fund balance	\$ 6,754	\$ 53,345	\$ 242,605	\$ 189,260	n/a	\$ 253,213
FUND BALANCE, BEGINNING (OCT 1, 2023)	602,056	602,056	602,056			
FUND BALANCE, ENDING	\$ 608,810	\$ 655,401	\$ 844,661			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 4,000	\$ 4,000	0.00%	\$ 952
Special Assmnts- Tax Collector	440,598	146,866	323,827	176,961	73.50%	257,180
Special Assmnts- Discounts	(17,624)	(5,874)	(11,525)	(5,651)	65.39%	(10,246)
TOTAL REVENUES	422,974	140,992	316,302	175,310	74.78%	247,886
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	8,812	2,938	7,635	(4,697)	86.64%	4,939
Total Administration	8,812	2,938	7,635	(4,697)	86.64%	4,939
Debt Service						
Debt Retirement Series A	165,000	-	-	-	0.00%	-
Interest Expense Series A	247,306	123,653	123,653	-	50.00%	-
Total Debt Service	412,306	123,653	123,653	-	29.99%	-
TOTAL EXPENDITURES	421,118	126,591	131,288	(4,697)	31.18%	4,939
Excess (deficiency) of revenues						
Over (under) expenditures	1,856	14,401	185,014	170,613	n/a	242,947
OTHER FINANCING SOURCES (USES)						
Operating Transfers-Out	-	-	(2,755)	(2,755)	0.00%	(904)
Contribution to (Use of) Fund Balance	1,856	-	-	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	1,856	-	(2,755)	(2,755)	n/a	(904)
Net change in fund balance	\$ 1,856	\$ 14,401	\$ 182,259	\$ 167,858	n/a	\$ 242,043
FUND BALANCE, BEGINNING (OCT 1, 2023)	343,996	343,996	343,996			
FUND BALANCE, ENDING	\$ 345,852	\$ 358,397	\$ 526,255			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
<u>REVENUES</u>						
Interest - Investments	\$ -	\$ -	\$ 145	\$ 145	0.00%	\$ 46
TOTAL REVENUES	-	-	145	145	0.00%	46
<u>EXPENDITURES</u>						
TOTAL EXPENDITURES	-	-	-	-	0.00%	-
<u>Reserves</u>						
	-	-	-	-	0.00%	-
Total Reserves	-	-	-	-	0.00%	-
TOTAL EXPENDITURES	-	-	-	-	0.00%	-
Excess (deficiency) of revenues						
Over (under) expenditures	-	-	145	145	0.00%	46
Net change in fund balance	\$ -	\$ -	\$ 145	\$ 145	0.00%	\$ 46
FUND BALANCE, BEGINNING (OCT 1, 2023)	-	-	116,087			
FUND BALANCE, ENDING	\$ -	\$ -	\$ 116,232			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-23 ACTUAL
<u>REVENUES</u>						
Interest - Investments	\$ -	\$ -	\$ 583	\$ 583	0.00%	\$ 197
TOTAL REVENUES	-	-	583	583	0.00%	197
<u>EXPENDITURES</u>						
TOTAL EXPENDITURES	-	-	-	-	0.00%	-
<u>Reserves</u>						
	-	-	-	-	0.00%	-
Total Reserves	-	-	-	-	0.00%	-
TOTAL EXPENDITURES	-	-	-	-	0.00%	-
Excess (deficiency) of revenues						
Over (under) expenditures	-	-	583	583	0.00%	197
<u>OTHER FINANCING SOURCES (USES)</u>						
Interfund Transfer - In	-	-	2,755	2,755	0.00%	904
TOTAL FINANCING SOURCES (USES)	-	-	2,755	2,755	0.00%	904
Net change in fund balance	\$ -	\$ -	\$ 3,338	\$ 3,338	0.00%	\$ 1,101
FUND BALANCE, BEGINNING (OCT 1, 2023)	-	-	42,812			
FUND BALANCE, ENDING	\$ -	\$ -	\$ 46,150			

CELEBRATION**Community Development District****Trend Report - General Fund**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

				TOTAL	
Account Description	Oct Actual	Nov Actual	Dec Actual	Actual Thru 12/31/2023	Adopted Budget
Revenues					
Interest - Investments	\$ 4,574	\$ 55,189	\$ 11,107	\$ 70,871	\$ 300,000
Right-of-Way Fees Electricity	80,000	91,960	78,608	250,568	955,000
Right-of-Way Fees Gas	230	208	162	601	5,000
Interlocal Agreement - Enterprise (Security)	-	-	-	-	20,000
Interlocal Agreement - Enterprise (Field)	-	-	-	-	20,000
Interest - Tax Collector	-	-	-	-	2,500
Building Rental Income	541	541	541	1,623	19,619
Building Operating Cost Income	1,204	1,204	1,204	3,612	14,448
Special Assmnts- Tax Collector	-	613,677	2,368,072	2,981,749	3,910,243
Special Assmnts- CDD Collected	-	-	-	-	6,218
Special Assmnts- Discounts	-	(11,777)	(94,346)	(106,123)	(156,410)
Other Miscellaneous Revenues	5,080	4,990	1	10,072	400,000
Total Revenues	91,629	755,992	2,365,349	3,212,973	5,496,618

Expenditures**Administrative**

P/R-Board of Supervisors	400	800	600	1,800	10,200
FICA Taxes	31	46	46	122	780
ProfServ-Arbitrage Rebate	-	-	-	-	1,200
ProfServ-Dissemination Agent	-	2,000	-	2,000	2,000
ProfServ-Engineering	-	9,673	1,995	11,668	24,000
ProfServ-Legal Services	-	5,525	1,998	7,522	40,000
ProfServ-Mgmt Consulting	8,375	8,375	8,375	25,124	100,494
ProfServ-Property Appraiser	-	2	767	769	3,000
ProfServ-Special Assessment	-	-	24,612	24,612	24,612
ProfServ-Trustee Fees	7,745	-	-	7,745	8,081
ProfServ-Web Site Development	1,553	-	-	1,553	2,000
ProfServ- Answering Service	953	613	740	2,305	3,500
ProfServ-Incorporation Study Legal	-	63	560	623	20,000
Auditing Services	-	-	-	-	5,000
Communication - Telephone	318	318	318	953	10,000
Postage and Freight	-	50	53	103	700
Insurance - General Liability	95,948	-	-	95,948	68,149
Insurance-Workmans Comp	850	-	-	850	850

CELEBRATION

Community Development District

Trend Report - General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

Account Description	Oct Actual	Nov Actual	Dec Actual	TOTAL	
				Actual Thru 12/31/2023	Adopted Budget
Printing and Binding	-	-	48	48	3,800
Legal Advertising	-	-	302	302	1,800
Misc-Assessment Collection Cost	-	24,829	45,475	70,303	78,205
Office Supplies	-	172	60	232	3,000
Software	-	-	-	-	17,000
Annual District Filing Fee	-	175	-	175	175
Total Administrative	116,173	52,641	85,949	254,757	428,546
<u>Public Safety</u>					
Security Service - Sheriff	13,601	22,304	15,196	51,101	200,000
Total Public Safety	13,601	22,304	15,196	51,101	200,000
<u>Physical Environment</u>					
Contracts-Water Quality	-	-	-	-	22,000
Contracts-Aquatic Control	11,489	11,489	11,489	34,466	146,832
Contracts-Pest Control	20,752	20,752	20,752	62,257	249,029
R&M-Wetland	-	-	-	-	1,000
Total Physical Environment	32,241	32,241	32,241	96,723	418,861
<u>Flood Control/Stormwater Mgmt</u>					
R&M-Canal Bank Restoration	-	-	-	-	100,000
R&M-Stormwater System	5,675	9,660	-	15,335	30,000
Total Flood Control/Stormwater Mgmt	5,675	9,660	-	15,335	130,000
<u>Field</u>					
ProfServ-Field Management	95,240	95,240	95,240	285,721	1,142,883
Contracts-Fountain	662	662	662	1,985	7,938
Contracts-Mulch	-	71,798	-	71,798	117,638
Contracts-Irrigation	8,058	8,058	8,058	24,174	96,696
Contracts-Trees & Trimming	-	-	65,231	65,231	170,500
Contracts-Shrub Maintenance	21,911	21,911	21,911	65,732	262,930
Contracts-Annuals	-	-	1,385	1,385	16,380
Contracts-General Site/ Trash and Debris	4,250	4,250	4,250	12,750	51,000
Contracts-Ground/Turf/Tree/Maintenance	54,054	54,054	54,054	162,162	648,646
Fuel, Gasoline and Oil	1,055	426	193	1,674	15,000

CELEBRATION

Community Development District

Trend Report - General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

Account Description	Oct Actual	Nov Actual	Dec Actual	TOTAL	
				Actual Thru 12/31/2023	Adopted Budget
Electricity - General	4,600	4,600	5,047	14,247	45,000
Utility - Refuse Removal	566	2,690	684	3,940	18,000
Rentals - General	299	111	-	410	3,000
R&M-Aeration	963	-	-	963	25,000
R&M-Boardwalks	2,119	1,840	709	4,668	25,000
R&M-Common Area	2,030	2,835	3,412	8,277	60,000
R&M-Equipment	3,858	89	-	3,947	20,000
R&M-Fountain	575	921	648	2,144	10,000
R&M-Other Landscape	3,636	1,342	16,100	21,078	200,000
R&M-Irrigation	6,985	9,993	8,704	25,683	65,000
R&M-Roads & Alleyways	750	-	-	750	18,000
R&M-Sidewalks	22	31,388	274	31,684	200,000
R&M-Pressure Washing	110	571	5	686	10,000
R&M- Tree Removal/Replacement	3,000	12,648	-	15,648	90,000
R&M-Fire Equipment	-	140	-	140	1,100
R&M-Painting	290	-	134	424	10,000
Misc-Contingency	-	47	-	47	15,000
Building Op Costs	1,463	938	985	3,386	15,000
Total Field	216,496	326,552	287,686	830,734	3,359,711
<u>Capital Expenditures & Projects</u>					
Capital Projects	1,105	109,195	-	110,300	191,500
Total Capital Expenditures & Projects	1,105	109,195	-	110,300	191,500
<u>Road and Street Facilities</u>					
Electricity - Streetlights	15,799	15,796	16,377	47,971	175,000
R&M-Road Cleaning	8,250	11,000	13,750	33,000	108,000
R&M-Streetlights	5,731	70,721	1,050	77,502	120,000
R&M-Signage/Radar Sign Maintenance	-	-	-	-	15,000
Total Road and Street Facilities	29,780	97,517	31,177	158,473	418,000

CELEBRATION

Community Development District

Trend Report - General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2023

Account Description	Oct Actual	Nov Actual	Dec Actual	TOTAL	
				Actual Thru 12/31/2023	Adopted Budget
<u>Non-Operating</u>					
Reserves-Annual Contribution	48,816	67,070	-	115,886	350,000
Total Non-Operating	48,816	67,070	-	115,886	350,000
Total Expenditures	463,887	717,180	452,249	1,633,309	5,496,618
Excess (deficiency) of revenues Over (under) expenditures	(372,258)	38,812	1,913,100	1,579,664	-
<u>Other Financing Sources (Uses)</u>					
Contribution to (Use of) Fund Balance	-	-	-	-	-
Total Financing Sources (Uses)	-	-	-	-	-
Net change in fund balance	\$ (372,258)	\$ 38,812	\$ 1,913,100	\$ 1,579,664	\$ -
Fund Balance, Beginning (Oct 1, 2023)				5,802,491	5,802,491
Fund Balance, Ending				\$ 7,382,155	\$ 5,802,491

**Notes to the Financial Statements
December 31, 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

**Notes to the Financial Statements
December 31, 2023**

Financial Overview / Highlights

- Total general fund expenditures budget target is 25% and is approximately 30% compared to the adopted budget.

Variance Analysis

Revenues (General Fund)

Account Name	Adopted Budget	YTD Actual	% of Budget	Explanation
Other Miscellaneous Revenues	(\$400,000)	(\$10,072)	3%	M Family Foundation \$3,000; 5K Pink on Parade 2023 \$1,000; Prior year void check \$1,079; Teak Benches \$4,990; sales tax allowance credits \$3

Expenditures (General Fund)

Account Name	YTD Budget	YTD Actual	% of Budget	Explanation
<u>Administration</u>				
Proserv-Engineering	\$24,000	\$11,668	49%	Hanson, Walter fees thru November 2023
Proserv-Trustee Fees	\$8,081	\$7,745	96%	U.S. Bank fees, Series 2013A & 2021 paid in full
Proserv-Website Development	\$2,000	\$1,553	78%	Innersync Studio fees to-date
Proserv-Answering Service	\$3,500	\$2,305	66%	Sunshine Communication to-date
Insurance - General Liability	\$68,149	\$95,948	141%	EGIS Insurance Advisors LLC
<u>Public Safety</u>				
Security Service - Sheriff	\$200,000	\$51,101	26%	Osceola Sheriff thru Dec 2023
<u>Physical Environment</u>				
Contracts-Water Quality	\$22,000	\$0	0%	Contractual account use as needed
Contracts-Aquatic Control	\$146,832	\$34,466	23%	Budget \$12,236 per month, actual \$11,488.50 per month
<u>Flood Control/Stormwater Mgmt</u>				
R&M-Stormwater System	\$30,000	\$15,335	51%	All Florida Septic storm water system \$5,675; Sunbelt Metal aluminum grates \$9,660
<u>Field</u>				
Contracts-Mulch	\$106,260	\$71,798	68%	Contractual account use as needed
Contracts-Trees & Trimming	\$147,760	\$65,231	44%	Contractual account use as needed
Contracts-Annals	\$16,380	\$1,385	8%	Contractual account use as needed
Electricity - General	\$45,000	\$14,247	32%	Duke Energy charges have been on the increase

**Notes to the Financial Statements
December 31, 2023**

Account Name	Adopted Budget	YTD Actual	% of Budget	Explanation
<u>Field</u>				
R&M-Irrigation	\$65,000	\$25,683	40%	Irrigation repairs/supplies to-date
<u>Capital Expenditures & Projects</u>				
Capital Outlay	\$191,500	\$110,300	58%	See schedule of financials
<u>Road and Street Facilities</u>				
Electricity - Streetlights	\$175,000	\$47,971	27%	Duke Energy to-date
R&M-Road Cleaning	\$108,000	\$33,000	31%	USA Seal & Swipe to-date
R&M-Streetlights	\$120,000	\$77,502	65%	Sternberg \$67,575 and other supplies
<u>Reserves</u>				
Reserves-Annual Contribution	\$350,000	\$115,886	33%	Alley Ways West asphalt paving work \$48,816; Artisan Park \$32,500; bypass pump \$34,570

CELEBRATION
Community Development District

Supporting Schedules

December 31, 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, 2024**

					Allocated by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2013A Debt Service Fund	Series 2021 Debt Service Fund
ASSESSMENTS LEVIED				\$ 4,775,506	\$ 3,910,243	\$ 440,598	\$ 424,665
Allocation %				100%	82%	9.23%	9%
Real Estate Installment							
11/10/23	\$ 32,870	\$ 671	\$ 1,757	\$ 35,297	\$ 28,902	\$ 3,257	\$ 3,139
12/11/23	1,401	15	29	1,445	1,183	133	129
Real Estate Current							
11/24/23	671,897	13,712	28,566	714,175	584,775	65,891	63,508
12/11/23	2,588,369	110,047	52,824	2,751,240	2,252,749	253,835	244,656
12/22/23	131,552	5,160	2,685	139,397	114,140	12,861	12,396
TOTAL	\$ 3,426,088	\$ 129,606	\$ 85,860	\$ 3,641,554	\$ 2,981,749	\$ 335,978	\$ 323,827
% COLLECTED				76%	76%	76%	76%
TOTAL OUTSTANDING				\$ 1,133,952	\$ 928,494	\$ 104,621	\$ 100,837

Cash and Investment Report
December 31, 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%	\$4,078,015
Government Interest	Valley National Bank	n/a	5.38%	724,488
			Subtotal	4,802,503
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
			Subtotal	1,500,000
Public Funds MMA Variance Account	BankUnited	n/a	5.45%	122,222
U.S. Treasury Bill (6 months)	Valley National Bank	2/24/2024	5.25%	665,536
U.S. Treasury Bill (6 months)	Valley National Bank	5/23/2024	5.22%	2,026,000
			Subtotal	2,691,536

GF Subtotal **\$9,116,260**

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	4.99%	253
First American Government Obligation Fund	US Bank, Reserve Fund	n/a	4.99%	196,688
First American Government Obligation Fund	US Bank, Revenue Fund	n/a	4.99%	396,644
Series 2021				
US Bank Nat'l Association Commercial Paper	US Bank, Prepayment Account	n/a	5.25%	81
US Bank Nat'l Association Commercial Paper	US Bank, Reserve Fund	n/a	5.25%	207,000
US Bank Nat'l Association Commercial Paper	US Bank, Revenue Fund	n/a	5.25%	77,179
			Subtotal	877,844
Business Money Market Checking	SouthState Bank	n/a	0.50%	116,220
			Subtotal	116,220
Series 2021				
US Bank Nat'l Association Commercial Paper	US Bank, Construction Fund	n/a	5.25%	46,150
			Total	\$10,156,474

CELEBRATION

Community Development District

General Fund

Capital Projects
December 31, 2023

<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Balance</u>
Bollard Repair	\$ 24,500	\$ -	\$ 24,500
Fountain Repairs	15,000	-	15,000
Furniture Replacement (1)	100,000	94,461	5,539
Streetlight Painting (2)	40,000	15,839	24,161
Utility Vehicle	12,000	-	12,000
Total Capital Projects	\$ 191,500	\$ 110,300	\$ 69,200

- (1) Westminster Teak, teak bench \$2,306
 (1) Country Casual Teak \$92,155
 (2) PPG Architectural Finishes & RSP Painting LLC \$1,105
 (2) RSP Painting, LLC \$14,734

CELEBRATION

Community Development District

General Fund**Right-of-Way Fees Electricity**

December 31, 2023

Posting Date	Payment Month	Amount \$
10/31/2023	October	\$ 91,960.28
11/30/2023	November	78,608.14
12/31/2023	December	80,000.00
1/31/2024	January	-
2/29/2024	February	-
3/31/2024	March	-
4/30/2024	April	-
5/31/2024	May	-
6/30/2024	June	-
7/31/2024	July	-
8/31/2024	August	-
9/30/2024	September	-
Total		\$ 250,568.42

Note: Dec will be received in mid Jan

CELEBRATION
Community Development District

Due To/From Other Districts
For the Period from 10/1/23 to 9/30/24

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
		10/01/23		BEGINNING BALANCE		BALANCE FORWARD FROM FY 2023			(\$27,460.19)
ACH	ACH	10/19/23	Vendor	DUKE ENERGY-ACH	092823 ACH	BILL PRD 8/29-9/26/23	Due To Other Districts	206500	(\$13,949.02)
ACH	ACH	11/29/23	Vendor	DUKE ENERGY-ACH	103023 ACH	BILL PRD 9/27-10/26/23	Due To Other Districts	206500	(\$13,945.80)
DEP		11/30/23	Vendor	CELEBRATION	DEPOSIT	DUE FR ENTERPRISE FIELD STAFF SALARIES	Due To Other Districts	206500	(\$20,000.00)
DEP		11/30/23	Vendor	CELEBRATION	DEPOSIT	DUE FR ENTERPRISE ANNUAL SECURITY	Due To Other Districts	206500	(\$22,225.60)
ACH	ACH	12/22/23	Vendor	DUKE ENERGY-ACH	113023 ACH	BILL PRD 10/27-11/28/23	Due To Other Districts	206500	(\$14,018.42)
JE	ACCRUAL	12/31/23	Vendor	DUKE ENERGY-ACH	ACCRUAL	BILL PRD DEC 2023	Due To Other Districts	206500	(\$13,000.00)
JE	ACCRUAL	12/31/23	Vendor	ENTERPRISE	ACCRUAL	DUE FROM ENTERPIRSE - DEC CAM	Due To Other Districts	206500	\$1,204.00
DUE TO OTHER DISTRICTS A/C #206500									(\$123,395.03)

Section 7

Business Matters

Subsection 7A

Resolution 2024-02

Resolution 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS RECOGNIZING THE CONTRIBUTIONS OF FRANKLIN HALL.

WHEREAS, the Celebration Community Development District (“District”) is a special-purpose District created by law and established by the Florida Land and Water Adjudicatory Commission, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is a special-purpose local government, charged with the sole duty and responsibility of managing the works of the District, including designing, financing, constructing, and operating capital infrastructure to support Celebration, a planned community in Osceola County, Florida; and

WHEREAS, the major function of the District was and is the pin-pointed management of the works of the District; and

WHEREAS, Franklin Hall demonstrates a dedication and devotion to preserving and protecting the interests and infrastructure of the District, assuring the District’s infrastructure is maintained to the highest standards in a timely and economical way; and

WHEREAS, Mr. Hall performs tasks and special projects without complaint and on time, with a positive attitude toward colleagues and residents; and

WHEREAS, Mr. Hall continues to provide superior job performance and customer service, having been on staff for 13 years; and

WHEREAS, Mr. Hall’s experience, integrity, professionalism, and performance constitute a significant contribution to the continued outstanding success of the Celebration community; and

WHEREAS, the Board finds it fitting and proper that official recognition be given to Mr. Hall for his many achievements and his dedication to the Celebration community;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Board of Supervisors of the Celebration Community Development District, for and on behalf of themselves and on behalf of the District, express their appreciation and gratitude to Mr. Hall for his efforts and contributions to the beginning and ongoing success of the Celebration community.

UNANIMOUSLY APPROVED and EXECUTED this 23rd day of January, 2024.

Cassandra Starks, Seat 1, Assistant Secretary

David Hulme, Seat 2, Assistant Secretary

Greg Filak, Seat 3, Chairman

Tom Touzin, Seat 4, Vice Chairman

John McLaughlin, Seat 5, Assistant Secretary

Angel Montagna, Manager

Subsection 7B

Celebration News for March

Under separate cover

Subsection 7C

Event Use Application for Farmer's Market Music

CELEBRATION CDD EVENT USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed event/program is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. The CCDD may, after due consideration for the date, time, place, and nature of the event/program, the anticipated number of participants, and the necessity for CCDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: RTP Productions / Dana Brown
 Mailing Address: 8062 S Cadiz Ct Phone: 321-202-5855
Orlando, FL 32836 Email: dana@rtpflorida.com

Contact Person (name and title): Dana Brown - President
 Mailing Address: 8062 S Cadiz Ct Phone: 321-202-5855
Orlando, FL 32836 Email: dana@rtpflorida.com

Date of event/program: Celebration Farmers Market TIMES—Start: Every Sunday End: Winter 10-2 Summer 9-1
 Nature of event/program (including the type(s) of activities which will occur during its conduct): Farmers market
vendors and live music.

How does the event/program benefit the constituents of the CCDD? Bringing patrons to downtown
Celebration.

Number of people and vehicles expected to attend: 2500 people

Area(s) to be used (attach sketch and/or legal description): See attached photo - requesting to use esplanade by
the lake downtown (as well as steps)

Will any sidewalks be closed? If yes, attach sketch to identify location(s): No

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? If yes, describe use: If we can utilize electrical by
the esplanade, it would be great. If not, we will use electric on CNOA.

Setup will begin at said area(s) at approximately (time) 8:00 am and will be completed at (time) 3:30 pm

People will begin arriving at said area(s) at approximately (time) 9-1 / 10-2 and will be dispersed at (time) 9-1 / 10-2

Equipment and apparatus proposed to be utilized in connection with the event/program (i.e., tables, sound system, props): Speakers,
microphone stand, tent, instruments

Provider or description of debris and trash removal:

Will any goods or services be sold? yes If yes, describe: What the individual vendors are selling

FEES: Applicant has included with this Application the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CCDD Special Event Policy.

AGREEMENT: By submission of this Event Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CCDD Special Event Policy, and agrees to abide by such policy.

Date: 1/9/24

Witness: Jay Tillman
 Print Name: Jay Tillman

Witness:
 Print Name:

Signed by Applicant:

RTP Productions
 (Insert name of organization if applicable)
Dana Brown

Signature

Print Name: Dana Brown

Title: President

EVENT USE AGREEMENT

Celebration Community Development District, a Florida community development district ("CCDD") hereby grants permission to the applicant ("Applicant") named on the attached EVENT USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Special Event"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions, and provisions contained herein. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Agreement. **Applicant acknowledges that it has received a copy of the CCDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CCDD Special Event Policy.**

1. **General Compliance:** The CCDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other policies, statutes, and regulations applicable to Applicant.
2. **Right to Terminate:** CCDD reserves the right to, immediately and without notice, terminate the Special Event if there shall be any violation of the terms, conditions, or provisions of this AGREEMENT, or, if in the judgment of CCDD or Osceola County, there is a reasonable likelihood that continuation of the Special Event will put life or property at risk of injury or damage.
3. **Indemnification:** Applicant shall indemnify, defend, and hold harmless the CCDD and the officers, supervisors, agents, employees, and assigns of the CCDD from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees, and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions, and/or provisions of this AGREEMENT.
4. **Sovereign Immunity:** Nothing herein shall cause or be construed as a waiver of the CCDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. **Compliance with Law:** Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances, and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
6. **Damage to Property:** Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CCDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CCDD shall send an invoice to the Applicant following the Special Event, and Applicant shall make payment to the CCDD within fourteen (14) days of the Special Event.
7. **"As Is" Condition:** Applicant accepts the use of the Area in its "as is condition." The CCDD shall have no obligation to make any changes thereto. The CCDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
8. **Rules and Regulations:** Applicant and Applicant's Representatives shall comply with the CCDD's Special Event Policy, as well as the following requirements:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CCDD by any other person or entity including, without limitation, creating any objectionable noise, sound, or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
 - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
9. **Right to Use Only:** This AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
10. **Other Conditions:** Depending upon the nature of the Special Event and the Area, the CCDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
 - a) Additional Certificate of Insurance (form, type, limits, and coverage approved by CCDD) with respect to the Area and the Special Event;
 - b) Security appropriate for the Special Event and the Area;
 - c) Additional bond or deposit to cover cleanup/repair costs;
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CCDD during the Special Event; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Special Event.

Signed by Applicant:

By: Dana Brown
 Name: Dana Brown
 Title: President
 Date: 11/9/24

Witness: Jay Tillman
 Print Name: Jay Tillman

Approved by: CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

Witness: _____
 Print Name: _____

ADDITIONAL RULES AND REGULATIONS FOR EVENT

1. Applicant shall provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CCDD.
2. No permanent structures are permitted within the Area.
3. No digging activities are permitted within the Area.
4. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is unacceptable.
5. Applicant shall provide written confirmation to the CCDD that coordination and notification have been made with all utility systems within the area.
6. Applicant shall coordinate all activities with the CCDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
7. Applicant shall notify the CCDD of sidewalk closures.
8. Applicant must obtain appropriate permits from Osceola County related to the work associated with this permit.
9. The Celebration Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit occurrence, protecting it and the CCDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Special Event. A copy of the insurance certificate shall be provided to the CCDD at least fourteen (14) days prior to the Special Event or the commencement of any work related to the permit or the Special Event.
10. Applicant shall not use the CCDD's utilities (electric, water, reuse, wastewater) for any purpose without previous consent from the CCDD.
11. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
12. Applicant shall provide all trash and debris removal.
13. Applicant shall maintain all trash receptacles on CCDD property during the Special Event and shall leave all trash receptacles empty and clean after the Special Event.
14. There shall be no sale or service of ALCOHOL on CCDD property.
15. Applicant shall repair any damage to the shade structures after the Special Event. This includes stucco repairs, painting, light fixtures, etc.
16. Applicant shall at all times comply with the provisions of the Special Event Policy as may be amended from time to time.

Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: _____

Print Name: _____

Title: _____

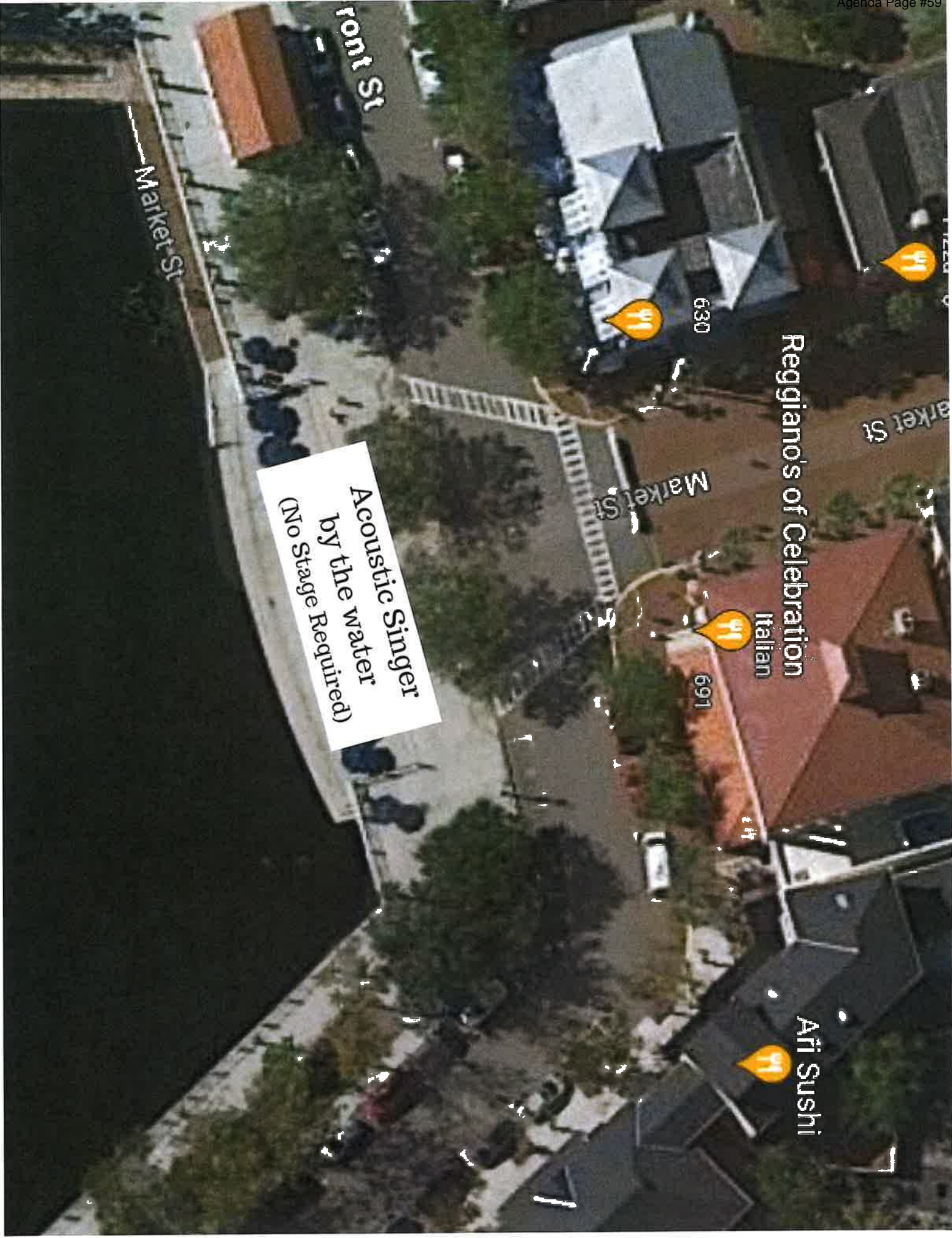
Date: _____

Dana Brown

Dana Brown

President

1/9/24



Acoustic Singer
by the water
(No Stage Required)

Reggiando's of Celebration
Italian

Ari Sushi

Front St

Market St

Market St

Market St

630

691

Subsection 7D

Construction Use Applications from Duke Energy

1100 Celebration Avenue #1

CELEBRATION CDD CONSTRUCTION USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed construction is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. CCDD may, after due consideration for the date, time, place, nature, and location of the construction and the necessity for CCDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: Migdalía Concepcion
 Mailing Address: 3350 Bonnet Creek Rd. Phone: 689-444-8598
Lake Buena Vista, FL 32830 Email: migdalía.concepcion@duke-energy.com

Contact Person (name and title): Craig Avery - Project Manager
 Mailing Address: 452 E Crown Point Rd. Phone: 515-777-0261
Winter Garden, FL 34787 Email: craig.avery@duke-energy.com

Date of construction: 06/10/2024 TIMES Start: 7:30am End: 4:00pm
 Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted capacitor bank to add protection to circuit.

How does the construction benefit the constituents of the CCDD? This will improve reliability and decrease outages for customers.

Number of people and vehicles expected to attend: A construction crew, job site manager, and MOT people will be on site.
There should be approx. 4 vehicles at the site during construction.

Area(s) to be used (attach sketch and/or legal description): Please see attached construction print for design details.

Will any sidewalks be closed? If yes, attach sketch to identify location(s): Yes, for safety purposes a portion of the sidewalk will be closed.

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? No If yes, describe use: _____

Setup will begin at said area(s) at approximately (time) 7:30am and will be completed at (time) 4:00pm

People will begin arriving at said area(s) at approximately (time) 7:00am and will be dispersed at (time) 4:45pm

Equipment and apparatus proposed to be utilized in connection with the construction: A bucket truck & pickup trucks. Equipment being installed will be 64" length by 60" height. Equipment will not interfere with pedestrian sidewalk.

Provider or description of debris and trash removal: Site will be left as it was when we arrived, if not in better condition.

FEES: Applicant has included with this Application the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CCDD Special Event Policy.

AGREEMENT: By submission of this Construction Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CCDD Special Event Policy, and agrees to abide by such policy.

Date: 12/28/2023

Witness: _____
 Print Name: _____

Witness: _____
 Print Name: _____

Signed by Applicant:

Duke Energy Florida

(Insert name of organization if applicable)

Migdalía Concepción

Signature

Print Name: Migdalía Concepcion

Title: Duke Energy Engineer

CONSTRUCTION USE AGREEMENT

Celebration Community Development District, a Florida community development district ("CCDD") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions, and provisions contained herein. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Agreement.

Applicant acknowledges that it has received a copy of the CCDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CCDD Special Event Policy.

1. **General Compliance:** The CCDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the Sunshine Law, the Public Records Law, the Community Development Districts Law, and all other policies, statutes, and regulations applicable to Applicant.
2. **Right to Terminate:** CCDD reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions, or provisions of this USE AGREEMENT, or, if in the judgment of CCDD or Osceola County, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
3. **Indemnification:** Applicant shall indemnify, defend, and hold harmless the CCDD and the officers, supervisors, agents, employees, and assigns of the CCDD from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees, and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions, and/or provisions of this USE AGREEMENT.
4. **Sovereign Immunity:** Nothing herein shall cause or be construed as a waiver of the CCDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this USE AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. **Compliance with Law:** Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances, and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
6. **Damage to Property:** Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CCDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CCDD shall send an invoice to the Applicant following the Construction, and Applicant shall make payment to the CCDD within fourteen (14) days of the Construction.
7. **"As Is" Condition:** Applicant accepts the use of the Area in its "as is condition." CCDD shall have no obligation to make any changes thereto. CCDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
8. **Rules and Regulations:** Applicant and Applicant's Representatives shall comply with the CCDD's Special Event Policy, as well as the following requirements:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CCDD by any other person or entity including, without limitation, creating any objectionable noise, sound, or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
 - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
9. **Right to Use Only:** This USE AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
10. **Other Conditions:** Depending upon the nature of the Construction and the Area, the CCDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
 - a) Additional Certificate of Insurance (form, type, limits, and coverage approved by CCDD) with respect to the Area and the Construction;
 - b) Security appropriate for the Construction and the Area;
 - c) Additional bond or deposit to cover cleanup/repair costs;
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CCDD during the Construction; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Construction.
11. **Public Records Compliance:** Applicant understands and agrees that all documents of any kind relating to this USE AGREEMENT may be public records and, accordingly, Applicant agrees to comply with all applicable provisions of Florida public

records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Applicant acknowledges and agrees that the public records custodian of the CCDD is Inframark (the "Public Records Custodian"). Applicant shall, to the extent applicable by law:

- a) Keep and maintain public records required by CCDD to perform the Construction;
- b) Upon request by CCDD, provide CCDD with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;
- c) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the USE AGREEMENT term and following the USE AGREEMENT term if the Applicant does not transfer the records to the Public Records Custodian of the CCDD; and
- d) Upon completion of the USE AGREEMENT, transfer to CCDD, at no cost, all public records in Applicant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS USE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, OR BY EMAIL AT admin@CelebrationCDD.org, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FLORIDA, 34747, ATTN: CCDD PUBLIC RECORDS CUSTODIAN.

Signed by Applicant:

By: Duke Energy Florida
 Name: Migdalia Concepcion
 Title: Duke Energy Engineer
 Date: 12/28/2023

Witness: _____
 Print Name: _____

Approved by: CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

Witness: _____
 Print Name: _____

ADDITIONAL RULES AND REGULATIONS FOR CONSTRUCTION

1. Applicant shall provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CCDD.
2. No pets shall be permitted within the Area.
3. No permanent structures are permitted within the Area without permission from all permitting authorities and affected entities.
4. No digging activities are permitted within the Area without dig permits, locates, and permission from all affected parties.
5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable but must be replaced by similar plant material.
6. Applicant shall provide written confirmation to the CCDD that coordination and notification have been made with all utility systems within the area.
7. Applicant shall coordinate all activities with the CCDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
8. Applicant shall notify the CCDD of sidewalk closures. When closing sidewalks, the appropriate required signage shall be placed at the nearest handicapped ramps at either ends of the sidewalk being closed for detour purposes. The appropriate "Sidewalk Closed" signs shall also be placed at the section of sidewalk being closed. The sidewalks shall be reopened, cleaned, and swept at the end of each working day and on weekends unless prior approval has been received from the CCDD Field Manager, Brian Smith, 407-947-0604. Sidewalks shall be open to the public on all holidays and weekends that are part of a holiday celebration.
9. Sidewalks may not be marked with anything permanent, such as spray paint. Directions must be provided with signage or other temporary, removable means.
10. The sodded green areas between the sidewalk and curb shall not be used as a lay down area.
11. All tools, equipment, and material shall stay within the fenced areas when not being used by applicant.
12. All fencing, screening, and signage shall be maintained at a high level.
13. Applicant must obtain appropriate permits from Osceola County related to the work associated with this Agreement.
14. The Celebration Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit occurrence, protecting it and the CCDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Construction. A copy of the insurance certificate shall be provided to the CCDD at least fourteen (14) days prior to the Construction or the commencement of any work related to the permit or the Construction.
15. Applicant shall not use the CCDD's utilities (electric, water, reuse, wastewater) for any purpose without previous consent from the CCDD.
16. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
17. Applicant shall provide all trash and debris removal.
18. Applicant shall maintain all trash receptacles on CCDD property during the Construction and shall leave all trash receptacles empty and clean after the Construction.
19. Applicant shall at all times comply with the provisions of the Special Event Policy as may be amended from time to time.

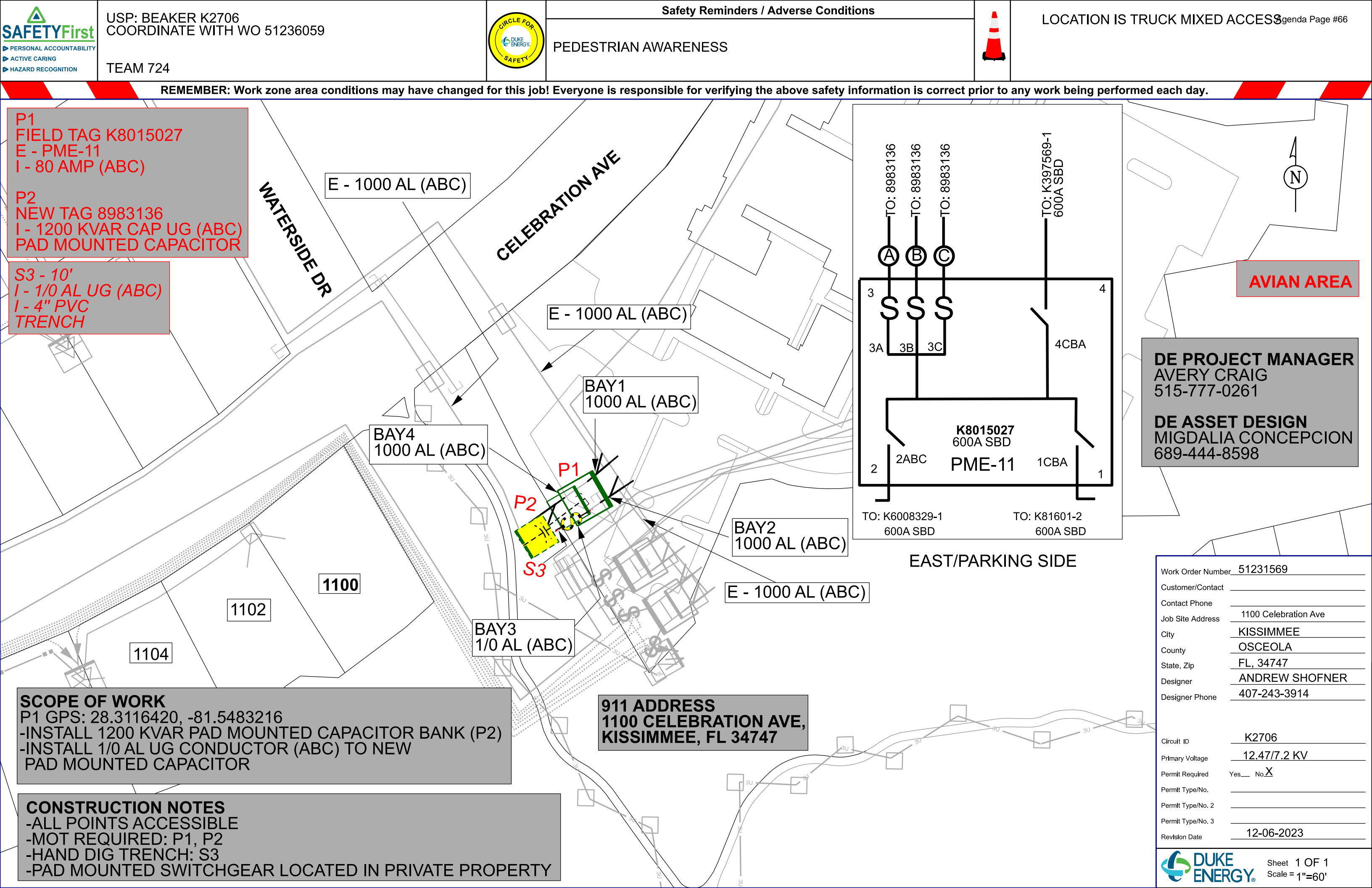
Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: Migdalia Concepción

Date: 12/28/2023

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

P1
FIELD TAG K8015027
E - PME-11
I - 80 AMP (ABC)

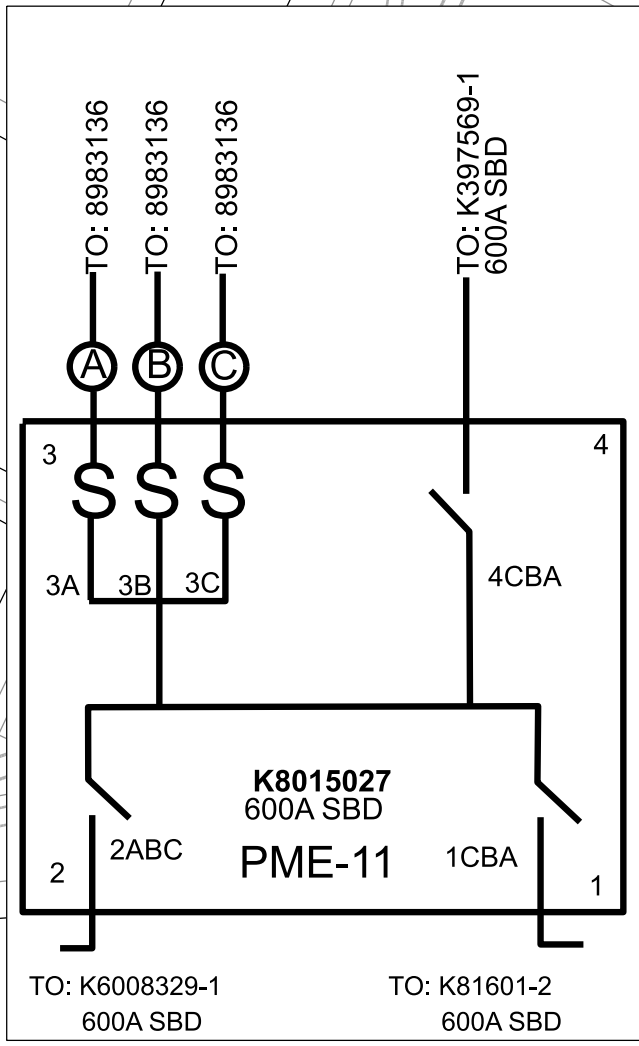
P2
NEW TAG 8983136
I - 1200 KVAR CAP UG (ABC)
PAD MOUNTED CAPACITOR

S3 - 10'
I - 1/0 AL UG (ABC)
I - 4" PVC
TRENCH

SCOPE OF WORK
P1 GPS: 28.3116420, -81.5483216
-INSTALL 1200 KVAR PAD MOUNTED CAPACITOR BANK (P2)
-INSTALL 1/0 AL UG CONDUCTOR (ABC) TO NEW
PAD MOUNTED CAPACITOR

CONSTRUCTION NOTES
-ALL POINTS ACCESSIBLE
-NOT REQUIRED: P1, P2
-HAND DIG TRENCH: S3
-PAD MOUNTED SWITCHGEAR LOCATED IN PRIVATE PROPERTY

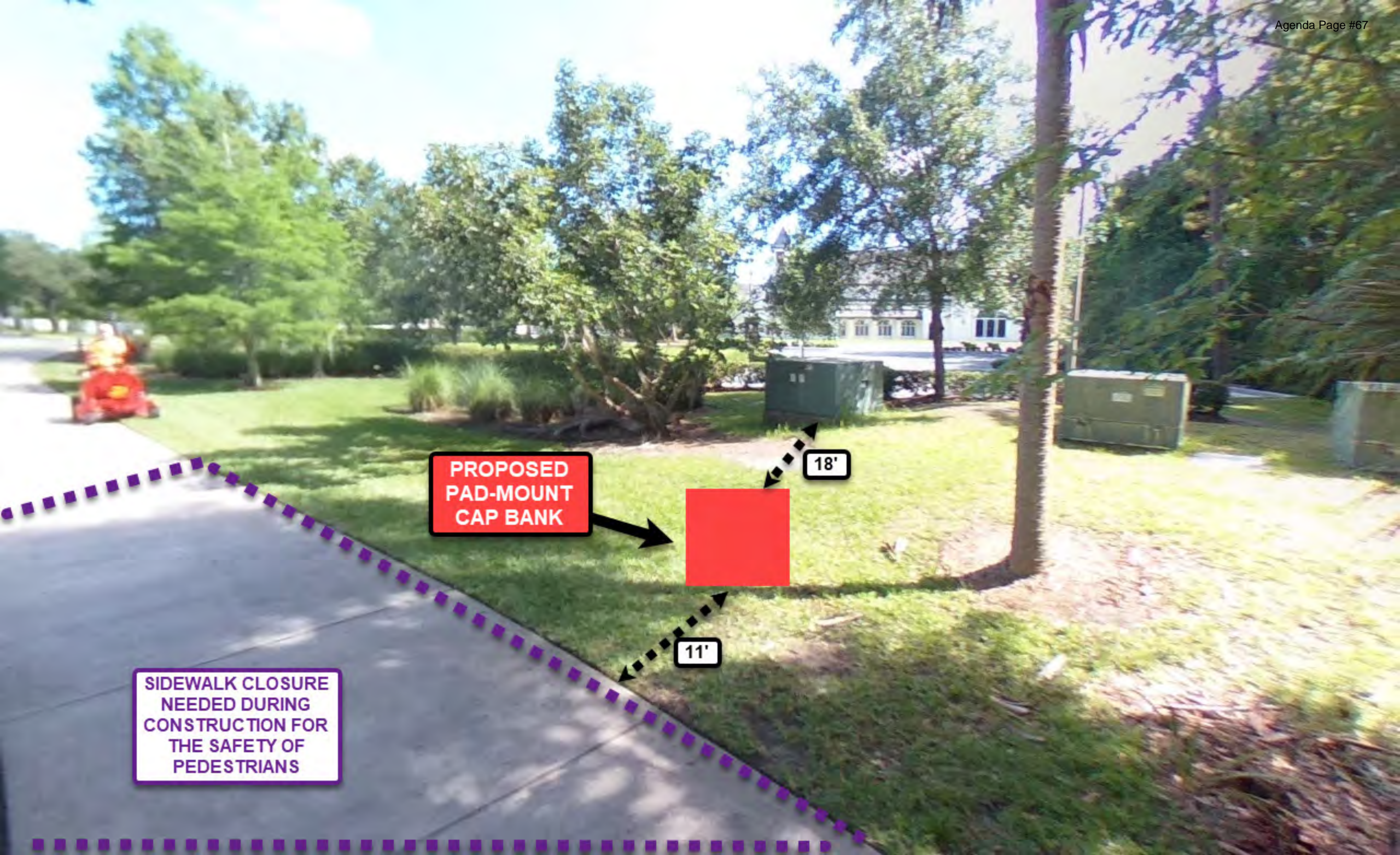
911 ADDRESS
1100 CELEBRATION AVE,
KISSIMMEE, FL 34747



DE PROJECT MANAGER
AVERY CRAIG
515-777-0261

DE ASSET DESIGN
MIGDALIA CONCEPCION
689-444-8598

Work Order Number	51231569
Customer/Contact	
Contact Phone	
Job Site Address	1100 Celebration Ave
City	KISSIMMEE
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K2706
Primary Voltage	12.47/7.2 KV
Permit Required	Yes___ No <u>X</u>
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	12-06-2023



**PROPOSED
PAD-MOUNT
CAP BANK**

18'

11'

**SIDEWALK CLOSURE
NEEDED DURING
CONSTRUCTION FOR
THE SAFETY OF
PEDESTRIANS**

ArcGIS Web Map

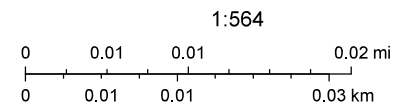


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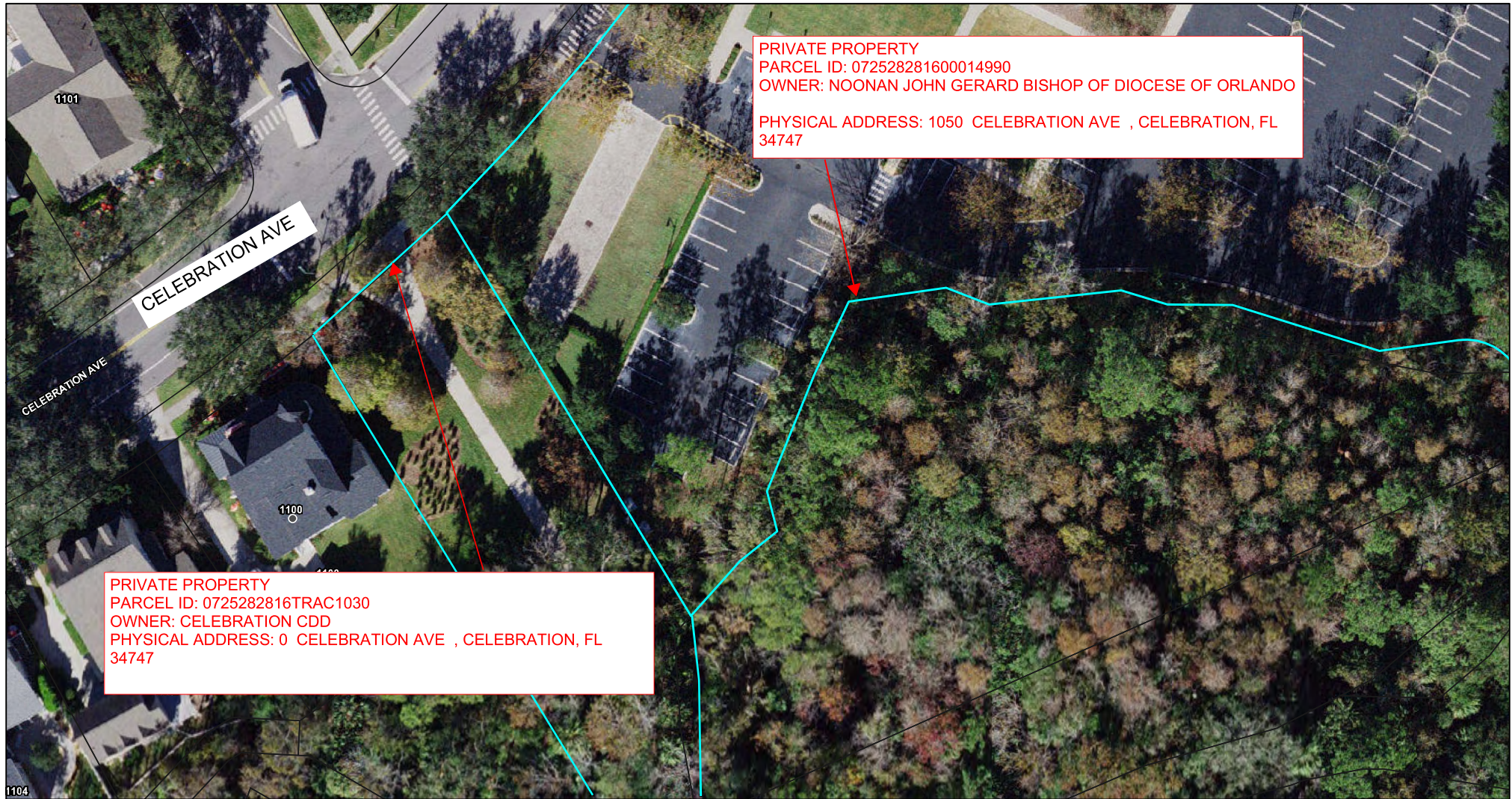
- Parcels
- CHURCHES-IMP
- COMMUNITY SHOPPING CENTERS
- COUNTY-IMP

- COUNTY-VAC
- MORTUARY/CEMETERY-VAC
- MUNICIPAL-VAC
- NON-PROFIT SERV-IMP
- ORCHARDS,GROVES-VAC
- ORNAMENTALS,MISC-VAC
- PASTURELAND 1-VAC
- RESIDENTIAL COMMON ELEMENTS/AREA VAC
- RIGHT OF WAY-VAC
- SINGLE FAMILY-IMPROVED

- STATE-VAC
- TIRE/AUTO SERVICE FACILITIES
- VACANT
- VACANT COMMERCIAL
- VACANT INDUSTRIAL



ArcGIS Web Map



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Parcels

Parcels

CHURCHES-IMP

COMMUNITY SHOPPING CENTERS

COUNTY-IMP

COUNTY-VAC

MORTUARY/CEMETERY-VAC

MUNICIPAL-VAC

NON-PROFIT SERV-IMP

ORCHARDS,GROVES-VAC

ORNAMENTALS,MISC-VAC

PASTURELAND 1-VAC

RESIDENTIAL COMMON ELEMENTS/AREA VAC

RIGHT OF WAY-VAC

SINGLE FAMILY-IMPROVED

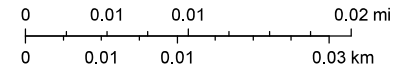
STATE-VAC

TIRE/AUTO SERVICE FACILITIES

VACANT

VACANT COMMERCIAL

VACANT INDUSTRIAL



1100 Celebration Avenue #2

CELEBRATION CDD CONSTRUCTION USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed construction is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. CCDD may, after due consideration for the date, time, place, nature, and location of the construction and the necessity for CCDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: Migdalía Concepcion
 Mailing Address: 3350 Bonnet Creek Rd. Phone: 689-444-8598
Lake Buena Vista, FL 32830 Email: migdalía.concepcion@duke-energy.com

Contact Person (name and title): Craig Avery - Project Manager
 Mailing Address: 452 E Crown Point Rd. Phone: 515-777-0261
Winter Garden, FL 34787 Email: craig.avery@duke-energy.com

Date of construction: 03/12/2024 TIMES Start: 7:30am End: 4:30pm
 Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted viper recloser to protect downstream facilities on circuit.

How does the construction benefit the constituents of the CCDD? This will improve reliability and decrease outages for customers.

Number of people and vehicles expected to attend: A construction crew, job site manager, and MOT people will be on site.
There should be approx. 4 vehicles at the site during construction.

Area(s) to be used (attach sketch and/or legal description): Please see attached construction print for design details.

Will any sidewalks be closed? If yes, attach sketch to identify location(s): There shall not be any sidewalk detours necessary.

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? No If yes, describe use: _____

Setup will begin at said area(s) at approximately (time) 7am and will be completed at (time) 5:30pm

People will begin arriving at said area(s) at approximately (time) 6:45am and will be dispersed at (time) 5:30pm

Equipment and apparatus proposed to be utilized in connection with the construction: A bucket truck & pickup trucks. Equipment being installed will be 77" length by 46" height. Approximate weight of device is 1550lbs.

Provider or description of debris and trash removal: Site will be left as it was when we arrived, if not in better condition.

FEES: Applicant has included with this Application the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CCDD Special Event Policy.

AGREEMENT: By submission of this Construction Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CCDD Special Event Policy, and agrees to abide by such policy.

Date: 12/15/2023

Witness: _____
 Print Name: _____

Witness: _____
 Print Name: _____

Signed by Applicant:

Duke Energy Florida

(Insert name of organization if applicable)

Migdalía Concepcion

Signature

Print Name: Migdalía Concepcion

Title: Duke Energy Engineer

CONSTRUCTION USE AGREEMENT

Celebration Community Development District, a Florida community development district ("CCDD") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions, and provisions contained herein. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Agreement.

Applicant acknowledges that it has received a copy of the CCDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CCDD Special Event Policy.

1. **General Compliance:** The CCDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the Sunshine Law, the Public Records Law, the Community Development Districts Law, and all other policies, statutes, and regulations applicable to Applicant.
2. **Right to Terminate:** CCDD reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions, or provisions of this USE AGREEMENT, or, if in the judgment of CCDD or Osceola County, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
3. **Indemnification:** Applicant shall indemnify, defend, and hold harmless the CCDD and the officers, supervisors, agents, employees, and assigns of the CCDD from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees, and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions, and/or provisions of this USE AGREEMENT.
4. **Sovereign Immunity:** Nothing herein shall cause or be construed as a waiver of the CCDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this USE AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. **Compliance with Law:** Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances, and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
6. **Damage to Property:** Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CCDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CCDD shall send an invoice to the Applicant following the Construction, and Applicant shall make payment to the CCDD within fourteen (14) days of the Construction.
7. **"As Is" Condition:** Applicant accepts the use of the Area in its "as is condition." CCDD shall have no obligation to make any changes thereto. CCDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
8. **Rules and Regulations:** Applicant and Applicant's Representatives shall comply with the CCDD's Special Event Policy, as well as the following requirements:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CCDD by any other person or entity including, without limitation, creating any objectionable noise, sound, or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
 - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
9. **Right to Use Only:** This USE AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
10. **Other Conditions:** Depending upon the nature of the Construction and the Area, the CCDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
 - a) Additional Certificate of Insurance (form, type, limits, and coverage approved by CCDD) with respect to the Area and the Construction;
 - b) Security appropriate for the Construction and the Area;
 - c) Additional bond or deposit to cover cleanup/repair costs;
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CCDD during the Construction; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Construction.
11. **Public Records Compliance:** Applicant understands and agrees that all documents of any kind relating to this USE AGREEMENT may be public records and, accordingly, Applicant agrees to comply with all applicable provisions of Florida public

records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Applicant acknowledges and agrees that the public records custodian of the CCDD is Inframark (the "Public Records Custodian"). Applicant shall, to the extent applicable by law:

- a) Keep and maintain public records required by CCDD to perform the Construction;
- b) Upon request by CCDD, provide CCDD with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;
- c) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the USE AGREEMENT term and following the USE AGREEMENT term if the Applicant does not transfer the records to the Public Records Custodian of the CCDD; and
- d) Upon completion of the USE AGREEMENT, transfer to CCDD, at no cost, all public records in Applicant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS USE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, OR BY EMAIL AT admin@CelebrationCDD.org, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FLORIDA, 34747, ATTN: CCDD PUBLIC RECORDS CUSTODIAN.

Signed by Applicant:

By: Duke Energy Florida
 Name: Migdalia Concepcion
 Title: Duke Energy Engineer
 Date: 12/15/2023

Witness: _____
 Print Name: _____

Approved by: CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

Witness: _____
 Print Name: _____

ADDITIONAL RULES AND REGULATIONS FOR CONSTRUCTION

1. Applicant shall provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CCDD.
2. No pets shall be permitted within the Area.
3. No permanent structures are permitted within the Area without permission from all permitting authorities and affected entities.
4. No digging activities are permitted within the Area without dig permits, locates, and permission from all affected parties.
5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable but must be replaced by similar plant material.
6. Applicant shall provide written confirmation to the CCDD that coordination and notification have been made with all utility systems within the area.
7. Applicant shall coordinate all activities with the CCDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
8. Applicant shall notify the CCDD of sidewalk closures. When closing sidewalks, the appropriate required signage shall be placed at the nearest handicapped ramps at either ends of the sidewalk being closed for detour purposes. The appropriate "Sidewalk Closed" signs shall also be placed at the section of sidewalk being closed. The sidewalks shall be reopened, cleaned, and swept at the end of each working day and on weekends unless prior approval has been received from the CCDD Field Manager, Brian Smith, 407-947-0604. Sidewalks shall be open to the public on all holidays and weekends that are part of a holiday celebration.
9. Sidewalks may not be marked with anything permanent, such as spray paint. Directions must be provided with signage or other temporary, removable means.
10. The sodded green areas between the sidewalk and curb shall not be used as a lay down area.
11. All tools, equipment, and material shall stay within the fenced areas when not being used by applicant.
12. All fencing, screening, and signage shall be maintained at a high level.
13. Applicant must obtain appropriate permits from Osceola County related to the work associated with this Agreement.
14. The Celebration Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit occurrence, protecting it and the CCDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Construction. A copy of the insurance certificate shall be provided to the CCDD at least fourteen (14) days prior to the Construction or the commencement of any work related to the permit or the Construction.
15. Applicant shall not use the CCDD's utilities (electric, water, reuse, wastewater) for any purpose without previous consent from the CCDD.
16. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
17. Applicant shall provide all trash and debris removal.
18. Applicant shall maintain all trash receptacles on CCDD property during the Construction and shall leave all trash receptacles empty and clean after the Construction.
19. Applicant shall at all times comply with the provisions of the Special Event Policy as may be amended from time to time.

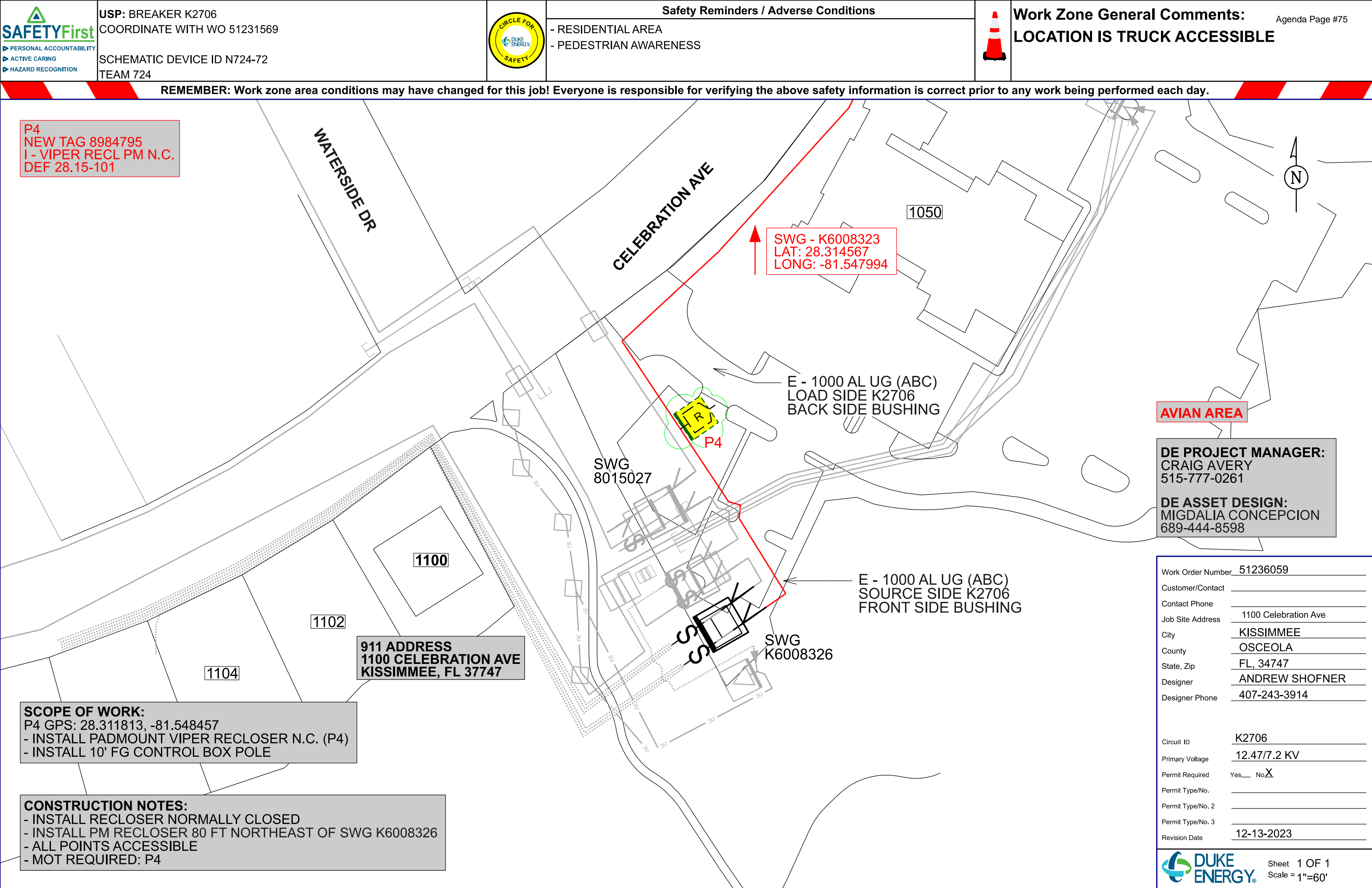
Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: Migdalia Concepción

Date: 12/15/2023

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer



P4
NEW TAG 8984795
I - VIPER RECL PM N.C.
DEF 28.15-101

SWG - K6008323
LAT: 28.314567
LONG: -81.547994

E - 1000 AL UG (ABC)
LOAD SIDE K2706
BACK SIDE BUSHING

AVIAN AREA

DE PROJECT MANAGER:
CRAIG AVERY
515-777-0261

DE ASSET DESIGN:
MIGDALIA CONCEPCION
689-444-8598

911 ADDRESS
1100 CELEBRATION AVE
KISSIMMEE, FL 37747

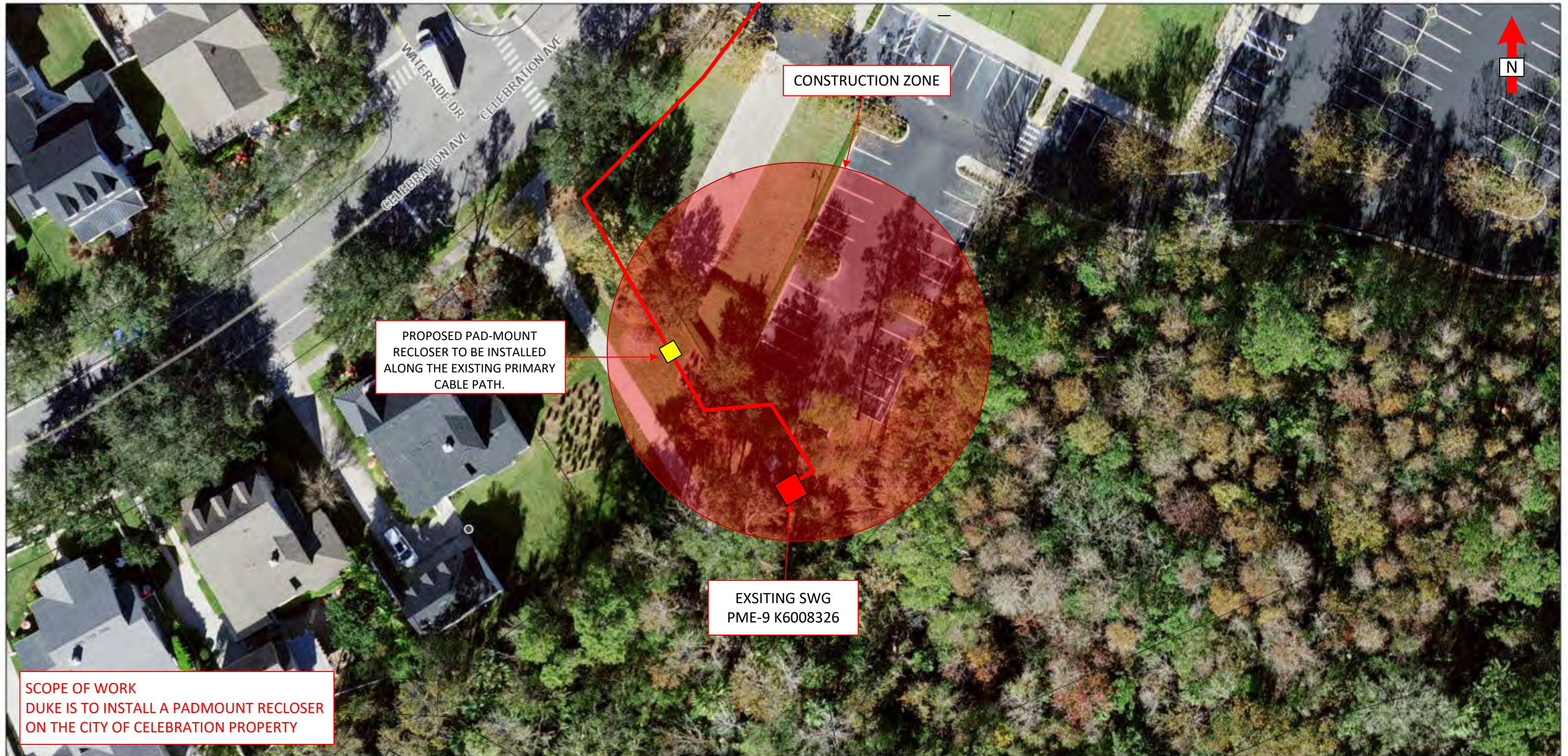
E - 1000 AL UG (ABC)
SOURCE SIDE K2706
FRONT SIDE BUSHING

SCOPE OF WORK:
P4 GPS: 28.311813, -81.548457
- INSTALL PADMOUNT VIPER RECLOSER N.C. (P4)
- INSTALL 10' FG CONTROL BOX POLE

CONSTRUCTION NOTES:
- INSTALL RECLOSER NORMALLY CLOSED
- INSTALL PM RECLOSER 80 FT NORTHEAST OF SWG K6008326
- ALL POINTS ACCESSIBLE
- MOT REQUIRED: P4

Work Order Number	51236059
Customer/Contact	
Contact Phone	
Job Site Address	1100 Celebration Ave
City	KISSIMMEE
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K2706
Primary Voltage	12.47/7.2 KV
Permit Required	Yes___ NoX
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	12-13-2023

WO 51236059 PM RECL



12/14/2023, 10:40:02 AM

2319 Celebration Boulevard

CELEBRATION CDD CONSTRUCTION USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed construction is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. CCDD may, after due consideration for the date, time, place, nature, and location of the construction and the necessity for CCDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: Migdalia Concepcion
 Mailing Address: 3350 Bonnet Creek Rd. Phone: 689-444-8598
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Craig Avery - Project Manager
 Mailing Address: 452 E Crown Point Rd. Phone: 515-777-0261
Winter Garden, FL 34787 Email: craig.avery@duke-energy.com

Date of construction: 04/16/2024 TIMES Start: 7:30am End: 5:00pm

Nature of construction (including the type(s) of activities which will occur): Installation of new motor operated switch on existing switchgear bay. In order to power the switch, a secondary bore is needed to the nearest pedestal.

How does the construction benefit the constituents of the CCDD? This will improve reliability and decrease outages for customers.

Number of people and vehicles expected to attend: A construction crew, job site manager, and MOT people will be on site.
There should be approx. 4 vehicles at the site during construction.

Area(s) to be used (attach sketch and/or legal description): Please see attached construction print for design details.

Will any sidewalks be closed? If yes, attach sketch to identify location(s): There will be a sidewalk closure during construction.

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? No If yes, describe use: _____

Setup will begin at said area(s) at approximately (time) 7am and will be completed at (time) 5:00pm

People will begin arriving at said area(s) at approximately (time) 6:45am and will be dispersed at (time) 5:30pm

Equipment and apparatus proposed to be utilized in connection with the construction: A bucket truck & pickup trucks. Equipment being installed will be a 12"x20" flush mount pedestal next to existing switchgear and a green box installed on the side of the existing switchgear.

Provider or description of debris and trash removal: Site will be left as it was when we arrived, if not in better condition.

FEES: Applicant has included with this Application the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CCDD Special Event Policy.

AGREEMENT: By submission of this Construction Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CCDD Special Event Policy, and agrees to abide by such policy.

Date: 12/28/2023

Witness: _____
 Print Name: _____

Witness: _____
 Print Name: _____

Signed by Applicant:

Duke Energy Florida

(Insert name of organization if applicable)

Migdalia Concepcion

Signature

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer

CONSTRUCTION USE AGREEMENT

Celebration Community Development District, a Florida community development district ("CCDD") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions, and provisions contained herein. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Agreement.

Applicant acknowledges that it has received a copy of the CCDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CCDD Special Event Policy.

1. **General Compliance:** The CCDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the Sunshine Law, the Public Records Law, the Community Development Districts Law, and all other policies, statutes, and regulations applicable to Applicant.
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Signed by Applicant:

By: Duke Energy Florida
 Name: Migdalia Concepcion
 Title: Duke Energy Engineer
 Date: 12/28/2023

Witness: _____
 Print Name: _____

Approved by: CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

Witness: _____
 Print Name: _____

ADDITIONAL RULES AND REGULATIONS FOR CONSTRUCTION

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4. No digging activities are permitted within the Area without dig permits, locates, and permission from all affected parties.
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9. Sidewalks may not be marked with anything permanent, such as spray paint. Directions must be provided with signage or other temporary, removable means.
10. The sodded green areas between the sidewalk and curb shall not be used as a lay down area.
11. All tools, equipment, and material shall stay within the fenced areas when not being used by applicant.
12. All fencing, screening, and signage shall be maintained at a high level.
13. Applicant must obtain appropriate permits from Osceola County related to the work associated with this Agreement.
14. The Celebration Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit occurrence, protecting it and the CCDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Construction. A copy of the insurance certificate shall be provided to the CCDD at least fourteen (14) days prior to the Construction or the commencement of any work related to the permit or the Construction.
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19. Applicant shall at all times comply with the provisions of the Special Event Policy as may be amended from time to time.

Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: Migdalia Concepción

Date: 12/28/2023

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer

SCOPE OF WORK:
DUKE TO PERFORM MAINTENANCE ON SWITCHGEAR (P1),
DIRECTIONALLY BORE SECONDARY CABLE IN NEW 1.5" CONDUIT
FROM PEDESTAL (P3) TO PROPOSED PEDESTAL (P2), AND HAND DIG
SECONDARY CABLE FROM PROPOSED PEDESTAL (P2) TO
SWITCHGEAR ALONG CELEBRATION BLVD ON PRIVATE PROPERT

AERIAL MAP 1



WORK ADDRESS:
2319 CELEBRATION BLVD,
CELEBRATION, FL 34747
PARCEL NUMBER:
26-25-27-3424-TRAC-5100

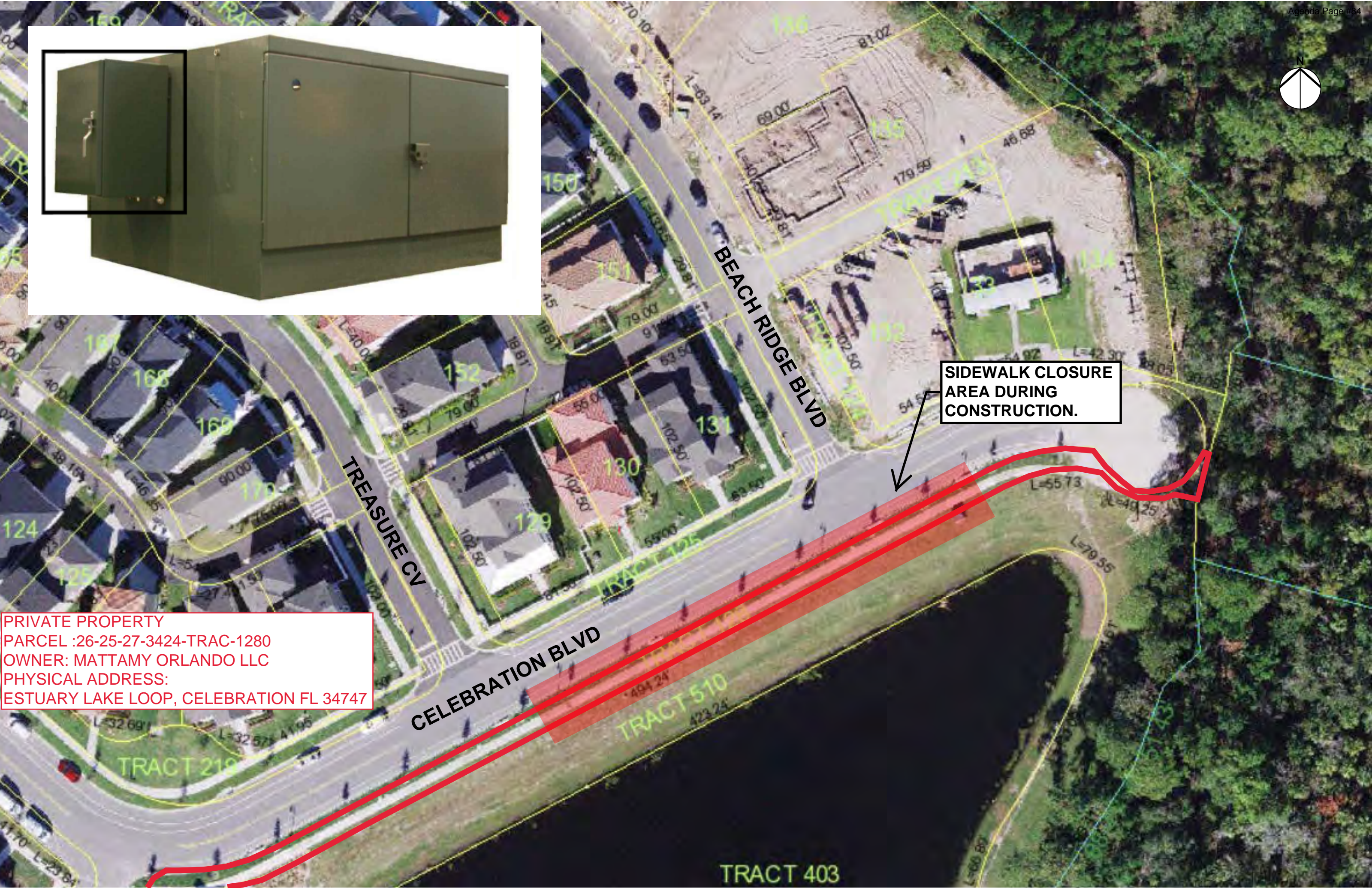
LEGEND

EXISTING SWITCHGEAR	
NEW PEDESTAL	
EXISTING PEDESTAL	
NEW UG SECONDARY	



PRIVATE PROPERTY
PARCEL :26-25-27-3424-TRAC-1280
OWNER: MATTAMY ORLANDO LLC
PHYSICAL ADDRESS:
ESTUARY LAKE LOOP, CELEBRATION FL 34747

SIDEWALK CLOSURE
AREA DURING
CONSTRUCTION.



768 Celebration Avenue (at Front Street)

CELEBRATION CDD CONSTRUCTION USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed construction is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. CCDD may, after due consideration for the date, time, place, nature, and location of the construction and the necessity for CCDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: Migdalía Concepcion
 Mailing Address: 3350 Bonnet Creek Rd. Phone: 689-444-8598
Lake Buena Vista, FL 32830 Email: migdalía.concepcion@duke-energy.com

Contact Person (name and title): Craig Avery - Project Manager
 Mailing Address: 452 E Crown Point Rd. Phone: 515-777-0261
Winter Garden, FL 34787 Email: craig.avery@duke-energy.com

Date of construction: 03/01/2024 TIMES Start: 7:30am End: 4:30pm

Nature of construction (including the type(s) of activities which will occur): Equipment will be replaced. A box will be installed on the side of the switchgear and new flush mount pedestal installed 5ft. from the switchgear. Secondary underground cable to be bored from new pedestal to existing pad-mount transformer. Secondary underground cable to be trenched from switchgear to flush mount pedestal.

How does the construction benefit the constituents of the CCDD? This will improve reliability and decrease outages for customers. Updating our infrastructure and automating it will benefit the community for the short term and long term.

Number of people and vehicles expected to attend: A construction crew, job site manager, and MOT people will be on site. There should be approx. 4 vehicles at the site during construction.

Area(s) to be used (attach sketch and/or legal description): Please see attached construction print for design details.

Will any sidewalks be closed? If yes, attach sketch to identify location(s): For safety purposes, a portion of the sidewalk may be blocked off from pedestrian use.

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? No If yes, describe use: _____

Setup will begin at said area(s) at approximately (time) 7:30am and will be completed at (time) 4:00pm

People will begin arriving at said area(s) at approximately (time) 7:00am and will be dispersed at (time) 4:45pm

Equipment and apparatus proposed to be utilized in connection with the construction: A bucket truck & pickup trucks.

Provider or description of debris and trash removal: Site will be left as it was when we arrived, if not in better condition.

FEES: Applicant has included with this Application the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CCDD Special Event Policy.

AGREEMENT: By submission of this Construction Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CCDD Special Event Policy, and agrees to abide by such policy.

Date: 12/20/2023

Witness: _____
 Print Name: _____

Witness: _____
 Print Name: _____

Signed by Applicant:

Duke Energy Florida

(Insert name of organization if applicable)

Migdalía Concepción

Signature

Print Name: Migdalía Concepcion

Title: Duke Energy Engineer

CONSTRUCTION USE AGREEMENT

Celebration Community Development District, a Florida community development district ("CCDD") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions, and provisions contained herein. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Agreement.

Applicant acknowledges that it has received a copy of the CCDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CCDD Special Event Policy.

1. General Compliance: The CCDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the Sunshine Law, the Public Records Law, the Community Development Districts Law, and all other policies, statutes, and regulations applicable to Applicant.
2. Right to Terminate: CCDD reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions, or provisions of this USE AGREEMENT, or, if in the judgment of CCDD or Osceola County, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
3. Indemnification: Applicant shall indemnify, defend, and hold harmless the CCDD and the officers, supervisors, agents, employees, and assigns of the CCDD from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees, and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions, and/or provisions of this USE AGREEMENT.
4. Sovereign Immunity: Nothing herein shall cause or be construed as a waiver of the CCDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this USE AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. Compliance with Law: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances, and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
6. Damage to Property: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CCDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CCDD shall send an invoice to the Applicant following the Construction, and Applicant shall make payment to the CCDD within fourteen (14) days of the Construction.
7. "As Is" Condition: Applicant accepts the use of the Area in its "as is condition." CCDD shall have no obligation to make any changes thereto. CCDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
8. Rules and Regulations: Applicant and Applicant's Representatives shall comply with the CCDD's Special Event Policy, as well as the following requirements:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CCDD by any other person or entity including, without limitation, creating any objectionable noise, sound, or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
 - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
9. Right to Use Only: This USE AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
10. Other Conditions. Depending upon the nature of the Construction and the Area, the CCDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
 - a) Additional Certificate of Insurance (form, type, limits, and coverage approved by CCDD) with respect to the Area and the Construction;
 - b) Security appropriate for the Construction and the Area;
 - c) Additional bond or deposit to cover cleanup/repair costs;
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CCDD during the Construction; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Construction.
11. Public Records Compliance: Applicant understands and agrees that all documents of any kind relating to this USE AGREEMENT may be public records and, accordingly, Applicant agrees to comply with all applicable provisions of Florida public

records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Applicant acknowledges and agrees that the public records custodian of the CCDD is Inframark (the "Public Records Custodian"). Applicant shall, to the extent applicable by law:

- a) Keep and maintain public records required by CCDD to perform the Construction;
- b) Upon request by CCDD, provide CCDD with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;
- c) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the USE AGREEMENT term and following the USE AGREEMENT term if the Applicant does not transfer the records to the Public Records Custodian of the CCDD; and
- d) Upon completion of the USE AGREEMENT, transfer to CCDD, at no cost, all public records in Applicant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS USE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, OR BY EMAIL AT admin@CelebrationCDD.org, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FLORIDA, 34747, ATTN: CCDD PUBLIC RECORDS CUSTODIAN.

Signed by Applicant:

By: Duke Energy Florida
 Name: Migdalia Concepcion
 Title: Duke Energy Engineer
 Date: 12/20/2023

Witness: _____
 Print Name: _____

Approved by: CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

Witness: _____
 Print Name: _____

ADDITIONAL RULES AND REGULATIONS FOR CONSTRUCTION

1. Applicant shall provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CCDD.
2. No pets shall be permitted within the Area.
3. No permanent structures are permitted within the Area without permission from all permitting authorities and affected entities.
4. No digging activities are permitted within the Area without dig permits, locates, and permission from all affected parties.
5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable but must be replaced by similar plant material.
6. Applicant shall provide written confirmation to the CCDD that coordination and notification have been made with all utility systems within the area.
7. Applicant shall coordinate all activities with the CCDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
8. Applicant shall notify the CCDD of sidewalk closures. When closing sidewalks, the appropriate required signage shall be placed at the nearest handicapped ramps at either ends of the sidewalk being closed for detour purposes. The appropriate "Sidewalk Closed" signs shall also be placed at the section of sidewalk being closed. The sidewalks shall be reopened, cleaned, and swept at the end of each working day and on weekends unless prior approval has been received from the CCDD Field Manager, Brian Smith, 407-947-0604. Sidewalks shall be open to the public on all holidays and weekends that are part of a holiday celebration.
9. Sidewalks may not be marked with anything permanent, such as spray paint. Directions must be provided with signage or other temporary, removable means.
10. The sodded green areas between the sidewalk and curb shall not be used as a lay down area.
11. All tools, equipment, and material shall stay within the fenced areas when not being used by applicant.
12. All fencing, screening, and signage shall be maintained at a high level.
13. Applicant must obtain appropriate permits from Osceola County related to the work associated with this Agreement.
14. The Celebration Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit occurrence, protecting it and the CCDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Construction. A copy of the insurance certificate shall be provided to the CCDD at least fourteen (14) days prior to the Construction or the commencement of any work related to the permit or the Construction.
15. Applicant shall not use the CCDD's utilities (electric, water, reuse, wastewater) for any purpose without previous consent from the CCDD.
16. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
17. Applicant shall provide all trash and debris removal.
18. Applicant shall maintain all trash receptacles on CCDD property during the Construction and shall leave all trash receptacles empty and clean after the Construction.
19. Applicant shall at all times comply with the provisions of the Special Event Policy as may be amended from time to time.

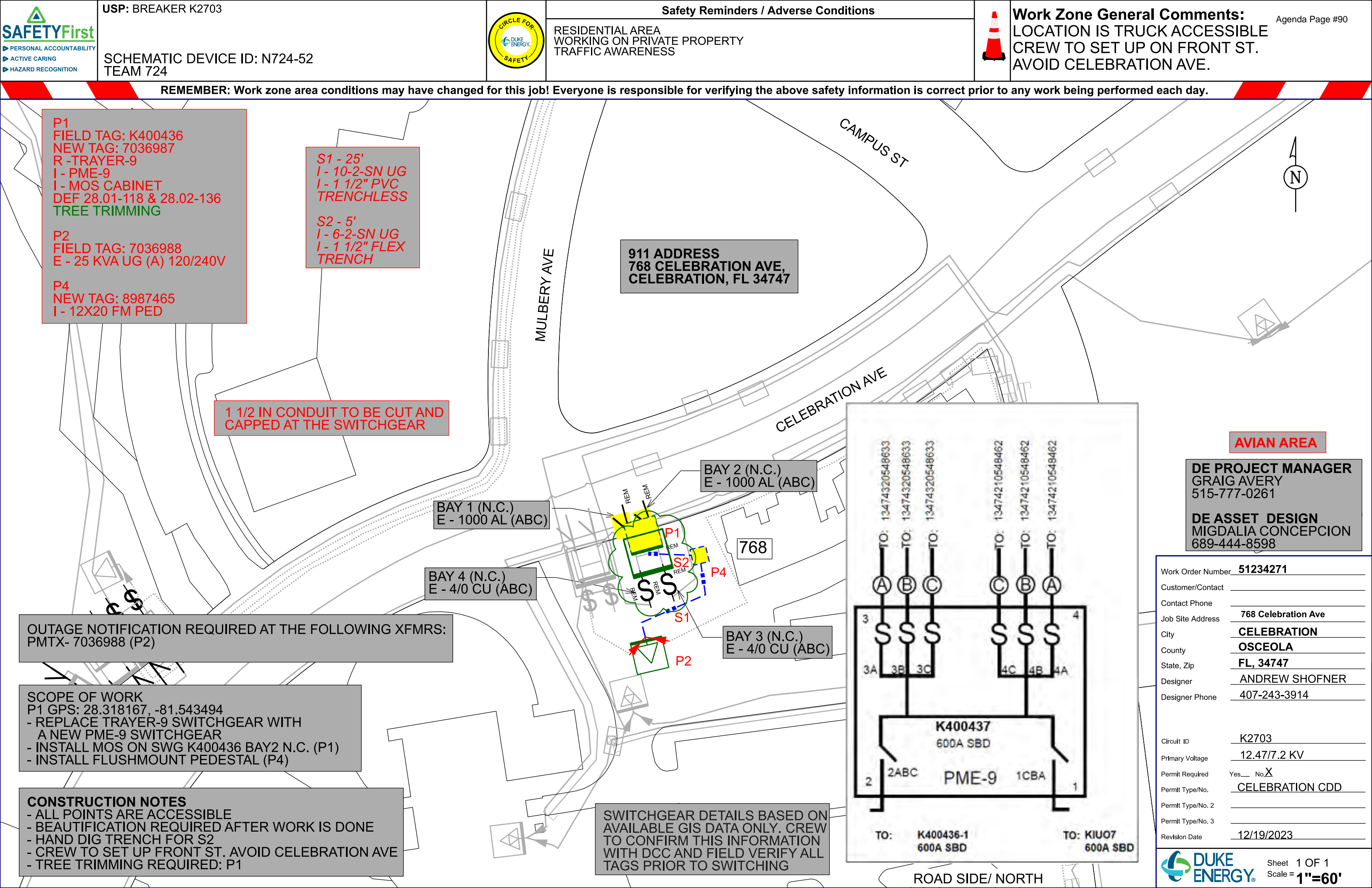
Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: Migdalia Concepción

Date: 12/20/2023

Print Name: Migdalia Concepcion

Title: _____



USP: BREAKER K2703



RESIDENTIAL AREA
WORKING ON PRIVATE PROPERTY
TRAFFIC AWARENESS

Safety Reminders / Adverse Conditions



Work Zone General Comments:

LOCATION IS TRUCK ACCESSIBLE
CREW TO SET UP ON FRONT ST.
AVOID CELEBRATION AVE.

Agenda Page #90

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

P1
FIELD TAG: K400436
NEW TAG: 7036987
R -TRAYER-9
I - PME-9
I - MOS CABINET
DEF 28.01-118 & 28.02-136
TREE TRIMMING

P2
FIELD TAG: 7036988
E - 25 KVA UG (A) 120/240V

P4
NEW TAG: 8987465
I - 12X20 FM PED

S1 - 25'
I - 10-2-SN UG
I - 1 1/2" PVC
TRENCHLESS

S2 - 5'
I - 6-2-SN UG
I - 1 1/2" FLEX
TRENCH

1 1/2 IN CONDUIT TO BE CUT AND
CAPPED AT THE SWITCHGEAR

911 ADDRESS
768 CELEBRATION AVE,
CELEBRATION, FL 34747

BAY 1 (N.C.)
E - 1000 AL (ABC)

BAY 2 (N.C.)
E - 1000 AL (ABC)

BAY 4 (N.C.)
E - 4/0 CU (ABC)

BAY 3 (N.C.)
E - 4/0 CU (ABC)

OUTAGE NOTIFICATION REQUIRED AT THE FOLLOWING XFMRS:
PMTX- 7036988 (P2)

SCOPE OF WORK
P1 GPS: 28.318167, -81.543494
- REPLACE TRAYER-9 SWITCHGEAR WITH
A NEW PME-9 SWITCHGEAR
- INSTALL MOS ON SWG K400436 BAY2 N.C. (P1)
- INSTALL FLUSHMOUNT PEDESTAL (P4)

CONSTRUCTION NOTES
- ALL POINTS ARE ACCESSIBLE
- BEAUTIFICATION REQUIRED AFTER WORK IS DONE
- HAND DIG TRENCH FOR S2
- CREW TO SET UP FRONT ST. AVOID CELEBRATION AVE
- TREE TRIMMING REQUIRED: P1

SWITCHGEAR DETAILS BASED ON
AVAILABLE GIS DATA ONLY. CREW
TO CONFIRM THIS INFORMATION
WITH DCC AND FIELD VERIFY ALL
TAGS PRIOR TO SWITCHING

AVIAN AREA

DE PROJECT MANAGER
GRAIG AVERY
515-777-0261

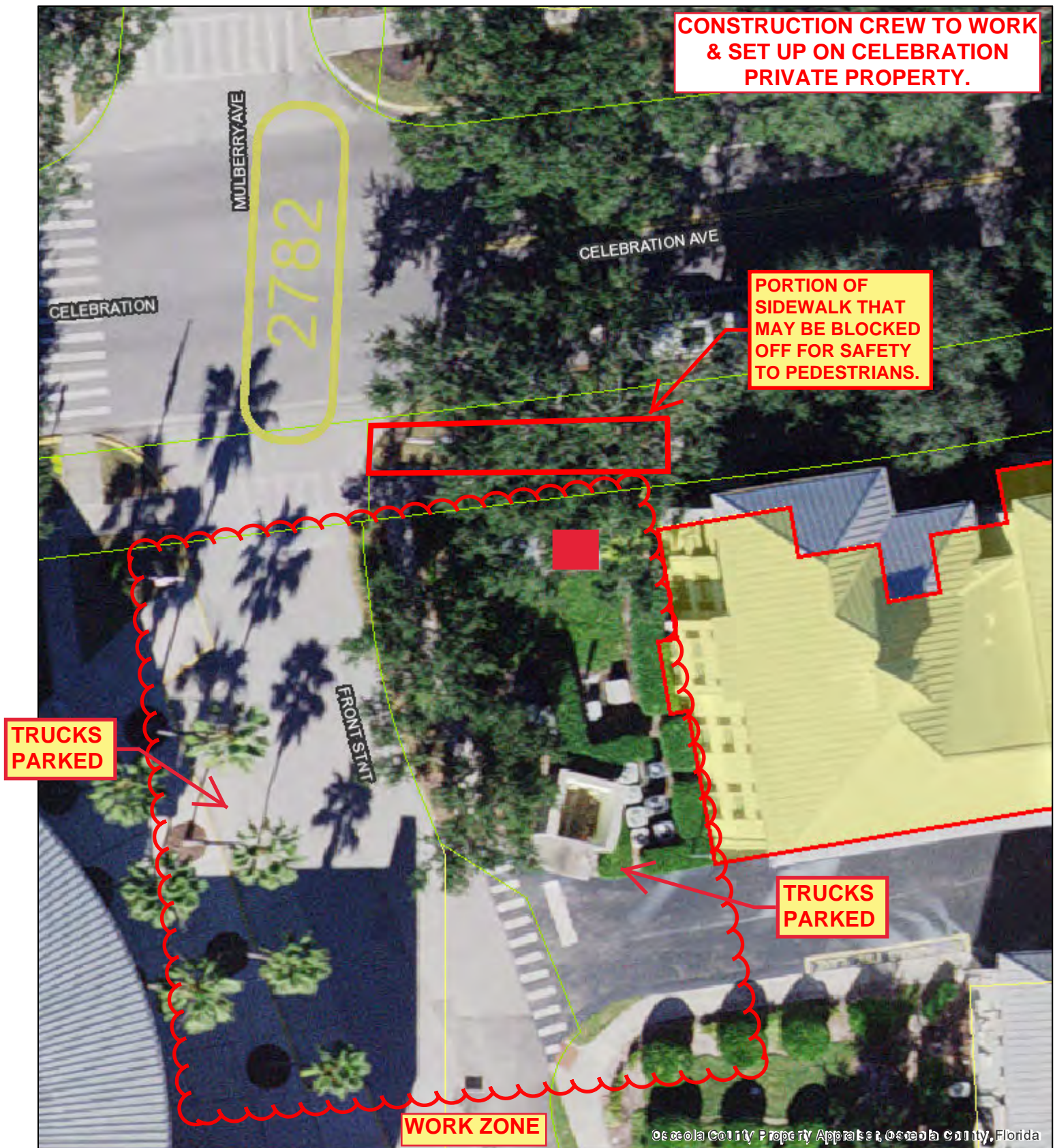
DE ASSET DESIGN
MIGDALIA CONCEPCION
689-444-8598

Work Order Number	51234271
Customer/Contact	
Contact Phone	
Job Site Address	768 Celebration Ave
City	CELEBRATION
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K2703
Primary Voltage	12.47/7.2 KV
Permit Required	Yes___ NoX
Permit Type/No.	CELEBRATION CDD
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	12/19/2023



Sheet 1 OF 1
Scale = 1"=60'

ROAD SIDE/ NORTH



Work Area & Sidewalk Closure

768 Celebration Ave
Celebration, FL 34747

Date Generated: 12/20/2023

0 10 20 ft



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



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



**SIDEWALK
CLOSURE AREA**

FRONT ST

CELEBRATION AVE

807 Oak Shadows Road

CELEBRATION CDD CONSTRUCTION USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed construction is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. CCDD may, after due consideration for the date, time, place, nature, and location of the construction and the necessity for CCDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: Migdalia Concepcion
 Mailing Address: 3350 Bonnet Creek Rd. Phone: 689-444-8598
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Craig Avery - Project Manager
 Mailing Address: 452 E Crown Point Rd. Phone: 515-777-0261
Winter Garden, FL 34787 Email: craig.avery@duke-energy.com

Date of construction: 03/18/2024 TIMES Start: 7:30am End: 4:00pm

Nature of construction (including the type(s) of activities which will occur): A box will be installed on the side of the switchgear and new flush mount pedestal installed 5ft. from the switchgear. Secondary underground cable to be bored from new pedestal to existing pad-mount transformer. Secondary underground cable to be trenched from switchgear to flush mount pedestal. Grass & bush trimming to be done for installation of pedestal.

How does the construction benefit the constituents of the CCDD? This will improve reliability and decrease outages for customers.

Number of people and vehicles expected to attend: A construction crew, job site manager, and MOT people will be on site. There should be approx. 4 vehicles at the site during construction.

Area(s) to be used (attach sketch and/or legal description): Please see attached construction print for design details.

Will any sidewalks be closed? If yes, attach sketch to identify location(s): Yes, for safety purposes a portion of the sidewalk will be closed.

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? No If yes, describe use: _____

Setup will begin at said area(s) at approximately (time) 7:30am and will be completed at (time) 4:00pm

People will begin arriving at said area(s) at approximately (time) 7:00am and will be dispersed at (time) 4:45pm

Equipment and apparatus proposed to be utilized in connection with the construction: A bucket truck & pickup trucks. Equipment will not interfere with pedestrian traffic.

Provider or description of debris and trash removal: Site will be left as it was when we arrived, if not in better condition.

FEES: Applicant has included with this Application the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CCDD Special Event Policy.

AGREEMENT: By submission of this Construction Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CCDD Special Event Policy, and agrees to abide by such policy.

Date: 1/9/2024

Witness: _____
 Print Name: _____

Witness: _____
 Print Name: _____

Signed by Applicant:

Duke Energy Florida

(Insert name of organization if applicable)

Migdalia Concepcion

Signature

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer

CONSTRUCTION USE AGREEMENT

Celebration Community Development District, a Florida community development district ("CCDD") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions, and provisions contained herein. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Agreement.

Applicant acknowledges that it has received a copy of the CCDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CCDD Special Event Policy.

1. General Compliance: The CCDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the Sunshine Law, the Public Records Law, the Community Development Districts Law, and all other policies, statutes, and regulations applicable to Applicant.
2. Right to Terminate: CCDD reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions, or provisions of this USE AGREEMENT, or, if in the judgment of CCDD or Osceola County, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
3. Indemnification: Applicant shall indemnify, defend, and hold harmless the CCDD and the officers, supervisors, agents, employees, and assigns of the CCDD from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees, and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions, and/or provisions of this USE AGREEMENT.
4. Sovereign Immunity: Nothing herein shall cause or be construed as a waiver of the CCDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this USE AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
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 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CCDD by any other person or entity including, without limitation, creating any objectionable noise, sound, or odor.
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IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS USE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, OR BY EMAIL AT admin@CelebrationCDD.org, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FLORIDA, 34747, ATTN: CCDD PUBLIC RECORDS CUSTODIAN.

Signed by Applicant:

By: Duke Energy Florida
 Name: Migdalia Concepcion
 Title: Duke Energy Engineer
 Date: 1/9/2024

Witness: _____
 Print Name: _____

Approved by: CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

Witness: _____
 Print Name: _____

ADDITIONAL RULES AND REGULATIONS FOR CONSTRUCTION

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Applicant agrees to abide by all requirements and stipulations as noted above:

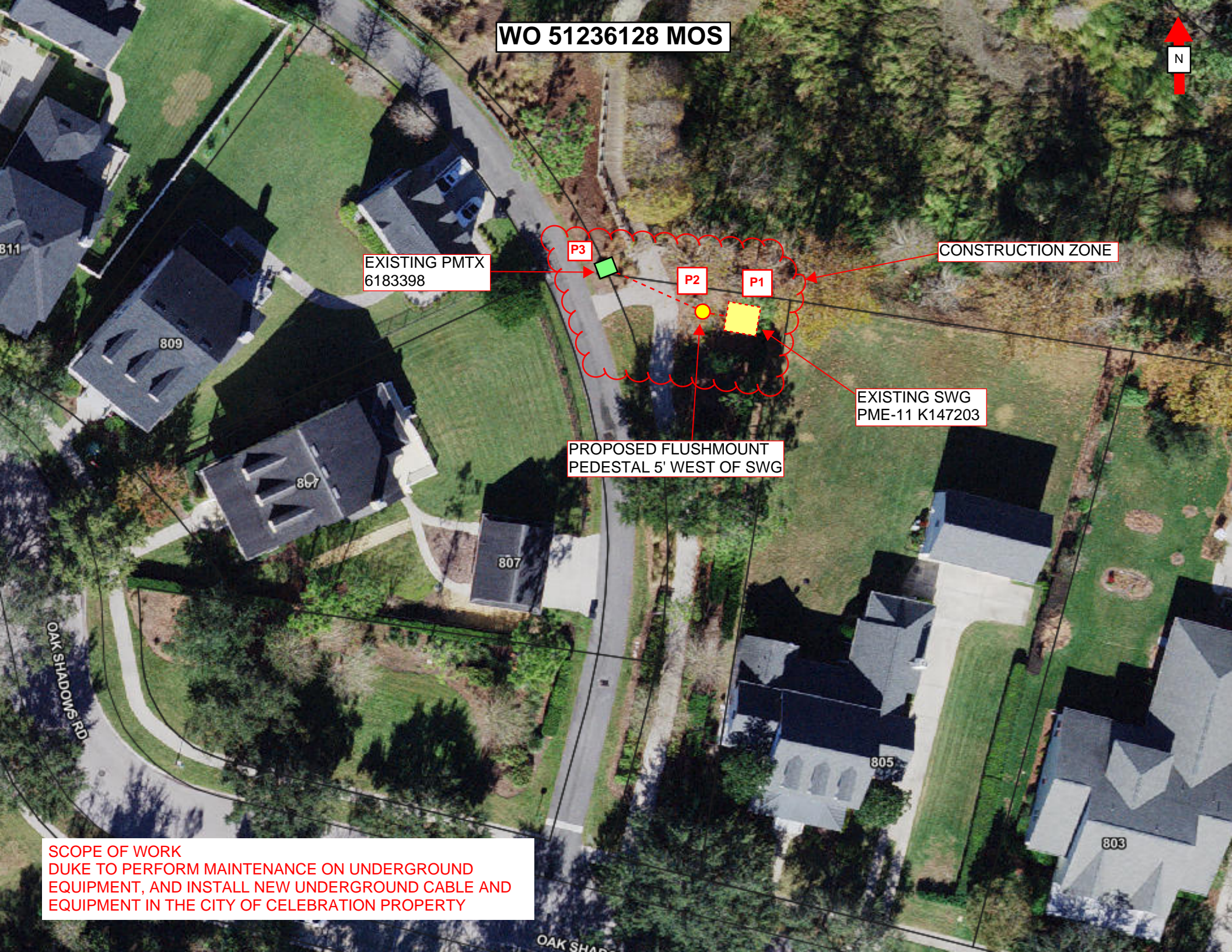
Signature: Migdalia Concepción

Date: 1/9/2024

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer

WO 51236128 MOS



EXISTING PMTX
6183398

CONSTRUCTION ZONE

EXISTING SWG
PME-11 K147203

PROPOSED FLUSHMOUNT
PEDESTAL 5' WEST OF SWG

SCOPE OF WORK
DUKE TO PERFORM MAINTENANCE ON UNDERGROUND
EQUIPMENT, AND INSTALL NEW UNDERGROUND CABLE AND
EQUIPMENT IN THE CITY OF CELEBRATION PROPERTY

EXISTING PAD-MOUNT
TRANSFORMER TO BE
BORED TO FOR POWER.

SWITCHGEAR
WHERE BOX ON SIDE
WILL BE INSTALLED

SIDEWALK CLOSURE ZONE.
ACCESS TO BRIDGE CUT OFF
DURING CONSTRUCTION.



1640 Resolution Street

CELEBRATION CDD CONSTRUCTION USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed construction is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. CCDD may, after due consideration for the date, time, place, nature, and location of the construction and the necessity for CCDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: Migdalia Concepcion
 Mailing Address: 3350 Bonnet Creek Rd. Phone: 689-444-8598
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Craig Avery - Project Manager
 Mailing Address: 452 E Crown Point Rd. Phone: 515-777-0261
Winter Garden, FL 34787 Email: craig.avery@duke-energy.com

Date of construction: 03/26/2024 TIMES Start: 7:30am End: 4:30pm
 Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted viper recloser to protect downstream facilities on circuit.

How does the construction benefit the constituents of the CCDD? This will improve reliability and decrease outages for customers.

Number of people and vehicles expected to attend: A construction crew, job site manager, and MOT people will be on site.
There should be approx. 4 vehicles at the site during construction.

Area(s) to be used (attach sketch and/or legal description): Please see attached construction print for design details.

Will any sidewalks be closed? If yes, attach sketch to identify location(s): There shall not be any sidewalk detours necessary.

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? No If yes, describe use: _____

Setup will begin at said area(s) at approximately (time) 7:00am and will be completed at (time) 5:00pm
 People will begin arriving at said area(s) at approximately (time) 7:00am and will be dispersed at (time) 5:00pm
 Equipment and apparatus proposed to be utilized in connection with the construction: A bucket truck & pickup trucks. Equipment being installed will be 77" length by 46" height. Approximate weight of device is 1550lbs.

Provider or description of debris and trash removal: Site will be left as it was when we arrived, if not in better condition.

FEES: Applicant has included with this Application the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CCDD Special Event Policy.

AGREEMENT: By submission of this Construction Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CCDD Special Event Policy, and agrees to abide by such policy.

Date: 1/10/2024

Witness: _____
 Print Name: _____

Witness: _____
 Print Name: _____

Signed by Applicant:

Duke Energy Florida

(Insert name of organization if applicable)

Migdalia Concepcion

Signature

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer

CONSTRUCTION USE AGREEMENT

Celebration Community Development District, a Florida community development district ("CCDD") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions, and provisions contained herein. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Agreement.

Applicant acknowledges that it has received a copy of the CCDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CCDD Special Event Policy.

1. General Compliance: The CCDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the Sunshine Law, the Public Records Law, the Community Development Districts Law, and all other policies, statutes, and regulations applicable to Applicant.
2. Right to Terminate: CCDD reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions, or provisions of this USE AGREEMENT, or, if in the judgment of CCDD or Osceola County, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
3. Indemnification: Applicant shall indemnify, defend, and hold harmless the CCDD and the officers, supervisors, agents, employees, and assigns of the CCDD from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees, and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions, and/or provisions of this USE AGREEMENT.
4. Sovereign Immunity: Nothing herein shall cause or be construed as a waiver of the CCDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this USE AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. Compliance with Law: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances, and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
6. Damage to Property: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CCDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CCDD shall send an invoice to the Applicant following the Construction, and Applicant shall make payment to the CCDD within fourteen (14) days of the Construction.
7. "As Is" Condition: Applicant accepts the use of the Area in its "as is condition." CCDD shall have no obligation to make any changes thereto. CCDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
8. Rules and Regulations: Applicant and Applicant's Representatives shall comply with the CCDD's Special Event Policy, as well as the following requirements:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CCDD by any other person or entity including, without limitation, creating any objectionable noise, sound, or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
 - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
9. Right to Use Only: This USE AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
10. Other Conditions. Depending upon the nature of the Construction and the Area, the CCDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
 - a) Additional Certificate of Insurance (form, type, limits, and coverage approved by CCDD) with respect to the Area and the Construction;
 - b) Security appropriate for the Construction and the Area;
 - c) Additional bond or deposit to cover cleanup/repair costs;
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CCDD during the Construction; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Construction.
11. Public Records Compliance: Applicant understands and agrees that all documents of any kind relating to this USE AGREEMENT may be public records and, accordingly, Applicant agrees to comply with all applicable provisions of Florida public

records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Applicant acknowledges and agrees that the public records custodian of the CCDD is Inframark (the "Public Records Custodian"). Applicant shall, to the extent applicable by law:

- a) Keep and maintain public records required by CCDD to perform the Construction;
- b) Upon request by CCDD, provide CCDD with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;
- c) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the USE AGREEMENT term and following the USE AGREEMENT term if the Applicant does not transfer the records to the Public Records Custodian of the CCDD; and
- d) Upon completion of the USE AGREEMENT, transfer to CCDD, at no cost, all public records in Applicant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS USE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, OR BY EMAIL AT admin@CelebrationCDD.org, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FLORIDA, 34747, ATTN: CCDD PUBLIC RECORDS CUSTODIAN.

Signed by Applicant:

By: Duke Energy Florida
 Name: Migdalia Concepcion
 Title: Duke Energy Engineer
 Date: 1/10/2024

Witness: _____
 Print Name: _____

Approved by: CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

Witness: _____
 Print Name: _____

ADDITIONAL RULES AND REGULATIONS FOR CONSTRUCTION

1. Applicant shall provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CCDD.
2. No pets shall be permitted within the Area.
3. No permanent structures are permitted within the Area without permission from all permitting authorities and affected entities.
4. No digging activities are permitted within the Area without dig permits, locates, and permission from all affected parties.
5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable but must be replaced by similar plant material.
6. Applicant shall provide written confirmation to the CCDD that coordination and notification have been made with all utility systems within the area.
7. Applicant shall coordinate all activities with the CCDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
8. Applicant shall notify the CCDD of sidewalk closures. When closing sidewalks, the appropriate required signage shall be placed at the nearest handicapped ramps at either ends of the sidewalk being closed for detour purposes. The appropriate "Sidewalk Closed" signs shall also be placed at the section of sidewalk being closed. The sidewalks shall be reopened, cleaned, and swept at the end of each working day and on weekends unless prior approval has been received from the CCDD Field Manager, Brian Smith, 407-947-0604. Sidewalks shall be open to the public on all holidays and weekends that are part of a holiday celebration.
9. Sidewalks may not be marked with anything permanent, such as spray paint. Directions must be provided with signage or other temporary, removable means.
10. The sodded green areas between the sidewalk and curb shall not be used as a lay down area.
11. All tools, equipment, and material shall stay within the fenced areas when not being used by applicant.
12. All fencing, screening, and signage shall be maintained at a high level.
13. Applicant must obtain appropriate permits from Osceola County related to the work associated with this Agreement.
14. The Celebration Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit occurrence, protecting it and the CCDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Construction. A copy of the insurance certificate shall be provided to the CCDD at least fourteen (14) days prior to the Construction or the commencement of any work related to the permit or the Construction.
15. Applicant shall not use the CCDD's utilities (electric, water, reuse, wastewater) for any purpose without previous consent from the CCDD.
16. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
17. Applicant shall provide all trash and debris removal.
18. Applicant shall maintain all trash receptacles on CCDD property during the Construction and shall leave all trash receptacles empty and clean after the Construction.
19. Applicant shall at all times comply with the provisions of the Special Event Policy as may be amended from time to time.

Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: Migdalia Concepción

Date: 1/10/24

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer



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



WORK SITE

**SIDEWALK CLOSURE
DURING CONSTRUCTION**

CELEBRATION AVE

Section 8

Regular Reports

Subsection 8B

Field Manager

Subsection 8B(i)

Monthly Report

Celebration Community Sheriff Details

Job Site: Celebration

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
12-11-23	1600	CELEBRATION	ON DUTY	
	1600	GOLFPARK & SYCAMORE	RADAR	
	1715	CELEBRATION AVE @ BALL FIELDS	RADAR	
	1820	DOWNTOWN	PARKING/STOP SIGNS	
	1850	CELEBRATION AVE & ARBOR CIR	RADAR	
	1935	CELEBRATION BLVD – BUSINESS SIDE	RADAR	
	2005	ROVING	STOPS & RADAR	
	2200	CELEBRATION	OFF DUTY	
	DURING SHIFT	POOLS, PARKS AND PARKING LOTS	ROUTINE CHECKS	
		MARKED UNIT & RADAR		

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	4	Citations		Parks	through
Back-up		Felony		Written Warning	10	Written Warning		Schools/Library	out
Self Initiated		Traffic		Verbal Warning	5	Verbal Warning	3	Businesses	shift
Reports		Ordinance						Construction	INDIAN VIL

Name: E. Cabot ID #: 369 Date: 12-11-23

Job Site: Celebration

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
12-12-23	1600	CELEBRATION	ON DUTY	
	1600	CELEBRATION BLVD – BUSINESS SIDE	RADAR	
	1705	DOWNTOWN	STOPS	
	1720	CELEBRATION AV & ARBOR CR	RADAR	
	1830	NORTHVILLAGE	STOPS & RADAR	
	1915	DOWNTOWN	STOPS PARKING	
	1930	WATERSIDE DR	RADAR	
	2010	ROVING		
	2200	CELEBRATION	OFF DUTY	
	DURING SHIFT	POOLS, PARKS AND PARKING LOTS	ROUTINE CHECKS	
		MARKED UNIT & RADAR		

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken	1	Misdemeanor		Citations	3	Citations		Parks	through
Back-up		Felony		Written Warning	8	Written Warning		Schools/Library	out
Self Initiated		Traffic		Verbal Warning	4	Verbal Warning	4	Businesses	shift
Reports		Ordinance						Construction	INDIAN VIL

Name: E. Cabot ID #: 369 Date: 12-12-23

Job Site: CELEBRATION CDD

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	
Back-up		Felony		Written Warning	2	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	1	Verbal Warning		Businesses	
Reports		Ordinance		Criminal Citation	1			Construction	

Name: J.DEJESUS ID #: 2745 Date: 12/13/23
SO-09-238 Rev. 4/6/10

Job Site: _Celebration_

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
12/14/2023	1557	Celebration	Begin detail	23C253132
12/14/2023	1610	Celebration Avenue / Golfpark Drive	Traffic stop 40/25, written	Warning issued.
12/14/2023	1644	Waterside Drive	Traffic stop / expired registration	One citation issued, and one
Written	Warning issued.			
12/14/2023	1700	Celebration Boulevard / World Drive	Traffic stop / expired registration	Written warning issued.
12/14/2023	1720	Bank of America	Parking violation / the owner of	The vehicle came over and
Advised he was	Unloading stuff	For the presentation that was taking place by the park.	I advised the male it was okay to	Be there to unload as long
As he moved	His vehicle	When he finished unloading. The male was very polite.		
12/14/2023	1739	Town Hall	Checked the area. All appears to	Be in order.
12/14/2023	1808	Celebration Boulevard / Waterside Drive	Traffic stop / headlight out.	Written warning issued.
12/14/2023	1816	Celebration Boulevard / Waterside Drive	Traffic stop / driving without	Headlights or taillights
Turned on.	Written warning	Issued.		
12/14/2023	1920	Waterside Drive	Parking violation / vehicle over	15,000 lbs parked in a
Residential	Area. Semi with	A GVW of 80,000 lbs. Citation issued.		
12/14/2023	1929	Celebration Avenue / Banks Rose Street	Traffic stop / taillight not working	Written warning issued.
12/14/2023	1938	Library	Area checked. All appears to be	In order.
12/14/2023	2001	Celebration	End detail	23C253132

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	1	Citations	1	Parks	
Back-up		Felony		Written Warning	7	Written Warning		Schools/Library	1
Self Initiated		Traffic		Verbal Warning		Verbal Warning	1	Businesses	1
Reports		Ordinance						Construction	

Name: _Brad Butler #1209_ Date: _12/14/2023_

Job Site: Celebration CDD # 94677

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
12/15/23	1900	Celebration CDD	On Duty	
12/15/23	1915	Market Street	Parking Enforcement	
12/15/23	1940	Celebration Lakeside Park	Parking Enforcement	
12/15/23	2016	Celebration Ave & Mulberry Ave.	Traffic Complaint	23I137901
12/15/23	2035	Celebration Ave & Campus St	2 Way Stop Sign	0 violation/Heavy Traffic
12/15/23	2050	Celebration Ave/Artisan Park	3 Way Stop Sign	0 violation/Heavy Traffic
12/15/23	2130	Celebration Ave & Waterside Dr	3 Way Stop Sign	0 violation/Heavy Traffic
12/15/23	2145	Market Street	Parking Enforcement	
12/15/23	2215	Celebration Ave & Market Place	4 Way Stop Sign	0 violation/Heavy Traffic
12/15/23	2240	Celebration Ave & Campus St	2 Way Stop Sign	0 violation/Heavy Traffic
12/15/23	2300	Celebration CDD	Off Duty	
				0 violation

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	
Back-up		Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: Gerardo Pabon ID #: 2060 Date: 12/15/23

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken	1	Misdemeanor		Citations	3	Citations		Parks	
Back-up		Felony		Written Warning	3	Written Warning		Schools/Library	1
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports	1	Ordinance						Construction	

Name: Brad Butler #1209 Date: 12/16/2023

Job Site: _____ Celebration _____

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
12-17-2023	0700	On Duty		
	0700	Golf Park Drive/Celebration Ave	Radar	
	0720	Downtown/Lakeside Park	Routine Check	
	0735	813 Spring Park Loop	Alarm	23I138236
	0755	Celebration Ave/Water St	Stop Sign Enforcement	
	0810	660 Celebration Ave Suite 110	Alarm	23I138333
	0830	Celebration Ave/Townhall	Radar	
	0900	Celebration Blvd/Spring Lake	Radar	
	0925	Island Village	Patrol	
	0950	Celebration Ave/Jeater Bend	Radar	
	1015	Celebration Ave/ East lawn	Stop Sign	
	1040	Waterside St	Radar	
	1100	Off Duty		

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken	2	Misdemeanor		Citations		Citations		Parks	
Back-up		Felony		Written Warning		Written Warning		Schools/Library	1
Self Initiated		Traffic		Verbal Warning	5	Verbal Warning	3	Businesses	4
Reports		Ordinance						Construction	2

Name: _____ Bryan McMahon _____ ID #: _____ 1247 _____ Date: _____ 12-01-2023 _____

Job Site: Celebration CDD Traffic 313 Campus St, Celebration, FL (Job #94669)

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	1	Citations		Parks	2
Back-up		Felony		Written Warning	2	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	1	Verbal Warning		Businesses	2
Reports		Ordinance						Construction	

Name: D/S C. Rivera

ID #: 2759

Date: 12/18/2023

Job Site: Celebration CDD (walking)

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	4
Back-up		Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	4
Reports		Ordinance						Construction	

Name: Kristin Minervino ID #: 1412 Date: 12/22/23

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Job Site: CELEBRATION TRAFFIC

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
12/23/23	0900-0930	851 CELEBRATION AVE	SPEED ENFORCEMENT – LASER 2 TRAFFIC STOPS	2 WRITTEN WARNINGS
	0930-1030	1170 CELEBRATION BLVD	SPEED ENFORCEMENT – LASER 1 TRAFFIC STOP	2 CITATIONS SPEED / NO DL (CRIMINAL)
	1100-1130	CELEBRATION PL	SPEED ENFORCEMENT – LASER 2 TRAFFIC STOPS	2 WRITTEN WARNINGS
	1215-1240	1132 CELEBRATION BLVD	SPEED ENFORCEMENT – LASER 1 TRAFFIC STOP	1 WRITTEN WARNING

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	
Back-up		Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: DS HELLER ID #: 2948 Date: 12/23/23

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Name: KRISTIN MINERVINO ID #: 1412 Date: 12/24/23

Job Site: Celebration CDD

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken	1	Misdemeanor		Citations		Citations		Parks	
Back-up		Felony		Written Warning	6	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	1	Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: R. Hansell ID #: 2597 Date: 12/26/23

Job Site: Celebration CDD

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	
Back-up		Felony		Written Warning	1	Written Warning		Schools/Library	1
Self Initiated		Traffic		Verbal Warning	3	Verbal Warning		Businesses	3
Reports		Ordinance						Construction	

Name: Elijah Moser ID #: 2919 Date: 12/27/23 1

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Job Site: CELEBRATION CDD

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	1	Citations		Parks	
Back-up		Felony		Written Warning	2	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: Saul Medina ID #: 56 Date: 11/6/2023

Job Site: CELEBRATION CDD[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	2	Citations		Parks	
Back-up		Felony		Written Warning	4	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: Saul Medina ID #: 56 Date: 12/29/2023

Job Site: CELEBRATION SUITES

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken	0	Misdemeanor		Citations		Citations		Parks	
Back-up		Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: M. MAISONETTE ID #: 2954 Date: 12/29-30/2023

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	4	Citations		Parks	
Back-up		Felony		Written Warning	5	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	1	Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: R. Hansell ID #: 2597 Date: 12/30/23

Job Site: Celebration CCD/LEXIN

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	6
Back-up		Felony		Written Warning	1	Written Warning		Schools/Library	6
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	6
Reports		Ordinance						Construction	

Name: M. IRIZARRY ID #: 2620 Date: 12/30/2023

Job Site: Celebration CDD

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	2	Citations		Parks	
Back-up		Felony		Written Warning	4	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	3	Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: R. Hansell ID #: 2597 Date: 12/31/23

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Job Site:*Celebration Traffic Detail*[illegible]


Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	5	Citations		Parks	
Back-up		Felony		Written Warning	1	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: O. D Gayle ID #: 1423 Date: 1/01/2024

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	1	Citations		Parks	2
Back-up		Felony		Written Warning		Written Warning		Schools/Library	1
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	1
Reports		Ordinance						Construction	

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Job Site: Celebration

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
01/03/24	1600-2000	Celebration Community	Patrol	
	1630-1730	Celebration Ave	Traffic/Speeding	
	1730-1900	Celebration Blvd	Traffic/Stop Sign/Speeding	
	1900-2000	Celebration Pl/Shopping Plazas	Traffic	
	1600-1630	Throughout Celebration	Bolo/Stolen Tag	24I001086

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	4
Back-up	1	Felony		Written Warning	5	Written Warning		Schools/Library	4
Self Initiated		Traffic		Verbal Warning	1	Verbal Warning	1	Businesses	4
Reports		Ordinance						Construction	

Name: KRISTIN MINERVINO ID #: 1412 Date: 01/03/24

Job Site: CELEBRATION CDD[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	7	Citations		Parks	2
Back-up		Felony		Written Warning	4	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: LT. B. ADAMS ID #: 564 Date: 01/04/24

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Job Site: CELEBRATION CDD[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	11	Citations		Parks	
Back-up		Felony		Written Warning	3	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: LT. B. ADAMS ID #: 564 Date: 01/05/24

Job Site: Celebration Town Center _____

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
1/5/2024	2000	Celebration Town Center	Detail Start	
1/5/2024	2000	Front St. / Celebration Ave. / Bloom St. / Market St.	Patrol	
1/5/2024	2020	Lakeside Park / Pool / Clubhouse	Patrol	
1/5/2024	2040	Front St. / Celebration Ave. / Sycamore St. / Parking lot / Market St.	Patrol	
1/5/2024	2100	Front St. / Celebration Ave. / Bloom St. / Market St.	Patrol	
1/5/2024	2120	Lakeside Park / Pool / Clubhouse	Patrol	
1/5/2024	2140	Front St. / Celebration Ave. / Sycamore St. / Parking lot / Market St.	Patrol	
1/5/2024	2200	Lakeside Park / Pool / Clubhouse	Foot Patrol / Closed Park	
1/5/2024	2220	Front St. / Celebration Ave. / Bloom St. / Market St.	Patrol	
1/5/2024	2240	Front St. / Celebration Ave. / Sycamore St. / Parking lot / Market St.	Patrol	
1/5/2024	2300	Front St. / Celebration Ave. / Bloom St. / Market St.	Patrol	
1/5/2024	2310	Celebration Town Tavern	Sick Person	24I001988
1/5/2024	2330	Front St. / Celebration Ave. / Bloom St. / Market St.	Patrol	
1/5/2024	2350	Front St. / Celebration Ave. / Sycamore St. / Parking lot / Market St.	Patrol	
1/6/2024	0000	Celebration Town Center	Detail End	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	5
Back-up		Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	40
Reports		Ordinance						Construction	1

Name: _____ ID #: _____ Date: _____

Job Site: CELEBRATION 0800-1200

[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	6	Citations		Parks	
Back-up		Felony		Written Warning	1	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: Lt. B. Adams ID #: 564 Date: 01/06/24

Job Site: CELEBRATION CDD[illegible]

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	6	Citations		Parks	3
Back-up		Felony		Written Warning	3	Written Warning		Schools/Library	2
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: Saul Medina ID #: 56 Date: 1/8/2024

Job Site: _Celebration_

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
1/9/2024	0752	Celebration	Begin detail	24C004946
1/9/2024	0802	Celebration Avenue / Golf Park Drive	Traffic stop 36/25, written	Warning issued.
1/9/2024	0820	Waterside Drive / Spring Park Loop	Traffic stop 36/25, written	Warning issued.
1/9/2024	0832	Celebration Avenue / Lake Evalyn Drive	Traffic stop 27/15 School Zone,	One citation and one
Written	Warning issued.			
1/9/2024	0844	Celebration Avenue / Lake Evalyn Drive	Traffic stop 29/15 School Zone,	Citation issued.
1/9/2024	0910	Celebration Avenue / Lake Evalyn Drive	Traffic stop 31/15 School Zone,	Citation issued
1/9/2024	0923	Waterside Drive / Spring Park Loop	Traffic stop 39/25, one written	Warning and one citation
Issued.				
1/9/2024	0950	Library	Area checked, all appears to be in	Order.
1/9/2024	1046	Celebration Avenue / Golf Park Drive	Traffic stop 37/25, citation	Issued. While I was on the
Traffic stop a	Female drove by	And advised me the driver had just ran two stop signs	Prior to me stopping him.	
1/9/2024	1121	Town Hall	Area checked, all appears to be in	Order.
1/9/2024	1201	Celebration	End detail	24C004946

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	4	Citations		Parks	
Back-up		Felony		Written Warning	4	Written Warning		Schools/Library	1
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	1
Reports		Ordinance						Construction	

Name: _Brad Butler #1209_ Date: __1/9/2024__

Job Site: Celebration

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
01-10-23	1500	CELEBRATION	ON DUTY	
	1500	CELEBRATION BLVD – BUSINESS SIDE	RADAR	
	1555	GOLFPARK & SYCAMORE	RADAR	
	1700	CELEBRATION AVE & NASH DR	RADAR	
	1815	DOWNTOWN	STOPS & PARKING	
	1830	CELEBRATION BLVD & EASTPARK	STOPS & RADAR	
	1903	61 RILEY – ROAD BUSY CALL HOLDING	ALARM	
	1933	741 FRONT ST	BAKER ACT/BACK UP	
	1954	ROVING	RADAR, STOPS, PARKING	
	2200	CELEBRATION	OFF DUTY	
	DURING SHIFT	POOLS, PARKS AND PARKING LOTS	ROUTINE CHECKS	
		MARKED UNIT & RADAR		

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken	1	Misdemeanor		Citations	6	Citations		Parks	through
Back-up	1	Felony		Written Warning	12	Written Warning		Schools/Library	out
Self Initiated		Traffic		Verbal Warning	1	Verbal Warning	1	Businesses	shift
Reports		Ordinance						Construction	INDIAN VIL

Name: E. Cabot ID #: 369 Date: 01-10-23

Job Site: Celebration Traffic Detail _____

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
1/11/2024	0700	Start of Shift)		
		Patrolled downtown Celebration area and Parks	No violation observed	None
		Patrolled North Village	No violation observed	None
		Radar enforcement Celebration Blvd/Siena Palm Drive	No violation observed	None
		Radar enforcement Waterside Drive	No violation observed	None
		Radar enforcement Celebration Place/Hospital	2 citations	None
		Radar enforcement Celebration Ave/ GolfPark Drive	No violation observed	None
		Patrolled Artisan Village	No violation observed	None
		Monitored stop sign Celebration Ave/Eastlawn Drive	No violation observed	None
1/11/2024	1100	(End of Shift)		

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	2	Citations		Parks	
Back-up		Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: _____ O. D Gayle _____ ID #: 1423 _____ Date: _____ 1/11/2024 _____

Celebration
Community
Development District
Clarke Mosquito



CELEBRATION

December 2023 Monthly Report

Submitted by:

Clarke Environmental Mosquito Management

Prepared by:

Crystal Challacombe

3036 Michigan Ave.

Kissimmee, FL 34744

www.clarke.com



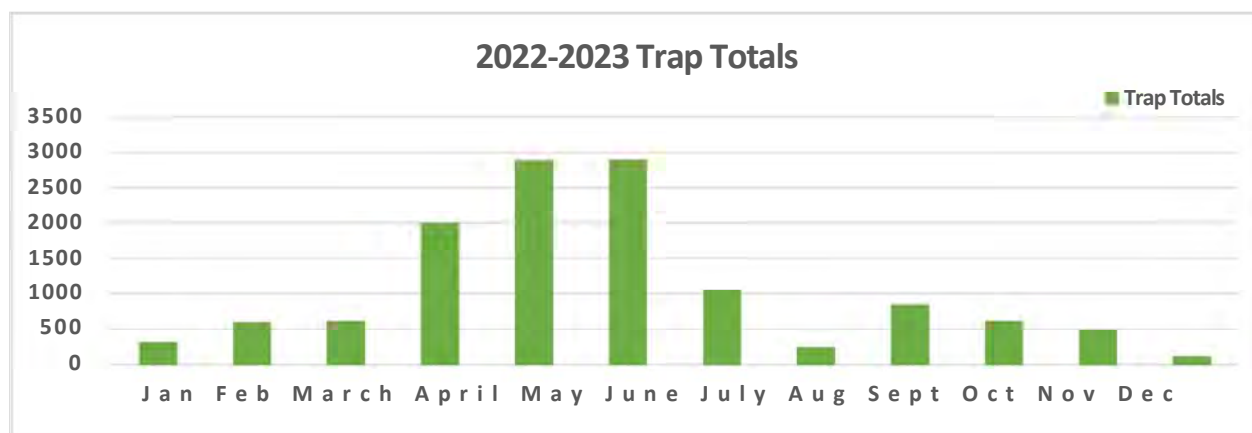
Surveillance

In an integrated mosquito management (IMM) program, surveillance is utilized for monitoring mosquito populations over time to understand local species mix, breeding habitats, population levels and the potential for arbovirus disease cycles. As Celebration has opted into Clarke's EarthRight® program, surveillance is conducted using Biogents traps and landing rate counts.

Biogents traps are specialized traps set in pre-determined locations to gain insights into mosquito counts, species, population dynamics, activity patterns and the presence of disease.

Landing rate counts are a way of determining how many mosquitoes are actively biting in a given area.

Number of Landing Rate Counts	Biogent Traps Set-Up & Collected
64	50



Adult Mosquito Control

As an EarthRight® community, Celebration has opted to make their adult mosquito control efforts more sustainable by applying Merus® for 10% of their ultra-low volume (ULV) treatments. Merus is Organic Materials Review Institute (OMRI) Listed and meets the USDA's National Organic Program (NOP) standards for adult mosquito control in and around organic gardens, farms and over crops.

The remainder of ULV treatments will be applied using AquaAnvil® and AquaHalt®, water-based formulations with crop tolerance and residential area use labeling.

Adulticiding

ULV treatments are performed as necessitated by surveillance data indicating nuisance population levels or potential disease and as permitted by weather conditions. Schedule is subject to change.



Miles Sprayed
140.4 miles

Backpack Barrier Treatments

Barrier treatments performed via backpack sprayers apply mosquito control products to vegetation (landscaped plants, foliage, tree lines, etc.) where adult mosquitoes like to rest. This treatment has a residual effect of 10-14 days, killing mosquitoes on contact.

Number of Treatments	Dates
0	n/a

Inspection and Larval Mosquito Control

As part of IMM best practices, larvicides mosquito control products are used to control mosquitoes in their larval stage. They are applied directly to the water sources where adult female mosquitoes lay their eggs and work to prevent mosquito larvae from becoming flying, biting adults. Known and resident-reported standing water sites are inspected monthly to determine the need for larviciding.

Larviciding

As an EarthRight community, Celebration's larviciding efforts are conducted utilizing Natular®, an OMRI Listed product designated as Reduced Risk by the U.S. EPA. Natular has also been tested to demonstrate efficacy on twenty of the most common vector and nuisance mosquito species, including *Aedes*, *Anopheles* and *Culex*, making it an excellent tool to suppress mosquito populations before they hatch while helping avoid or fight resistance.

Sites Inspected	Fly Traps Installed	Catch Basins Treated
0	0	0



Trap Result Details By Species

Customer	Collection Date	Trap #	Species	# of Female
Celebration CDD	12/07/2023	CEL01	Misc genus / spp	6
		CEL02	Misc genus / spp	8
		CEL07	Ochlerotatus infirmatus	4
		CEL07	Anopheles crucians	2
		CEL11	Ochlerotatus infirmatus	6
		CEL11	Anopheles crucians	26
		CEL12	Misc genus / spp	14
		CEL15	Misc genus / spp	4
	12/14/2023	CEL02	Culex erraticus	4
		CEL02	Anopheles crucians	1
		CEL16	Anopheles crucians	6
		CEL16	Culex nigripalpus	1
	12/21/2023	CEL02	Misc genus / spp	9
		CEL07	Ochlerotatus infirmatus	6
		CEL07	Anopheles crucians	14
		CEL07	Culex nigripalpus	1
		CEL12	Misc genus / spp	8
				120



ECDD Services By Customer/Route Summary

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
Celebration CDD - 010053	2	12/12/2023	12/12/2023	6.10	mi	0.79	gal
Total For The Month of December:				6.10			



All Services By Customer Summary

Celebration CDD (010053)

Filter Date between 12/01/2023 and 12/31/2023

Customer	Work Type	Service Item	Start Date	End Date	Used Quantity	Unit Of Measure
010053 - Celebration CDD	Night Truck	KIS2703 - AquaHaltMix1:1 ratio FL Celebr	12/01/2023	12/01/2023	28.20	mi
010053 - Celebration CDD	Night Truck	KIS2703 - AquaHaltMix1:1 ratio FL Celebr	12/07/2023	12/07/2023	17.10	mi
010053 - Celebration CDD	Night Truck	KIS3404 - Truck ULV Merus low flow .56 o	12/08/2023	12/08/2023	24.10	mi
010053 - Celebration CDD	Night Truck	KIS2703 - AquaHaltMix1:1 ratio FL Celebr	12/12/2023	12/12/2023	23.40	mi
010053 - Celebration CDD	Night Truck	KIS2703 - AquaHaltMix1:1 ratio FL Celebr	12/15/2023	12/15/2023	15.30	mi
010053 - Celebration CDD	Night Truck	KIS2703 - AquaHaltMix1:1 ratio FL Celebr	12/19/2023	12/19/2023	9.70	mi
010053 - Celebration CDD	Night Truck	KIS2703 - AquaHaltMix1:1 ratio FL Celebr	12/21/2023	12/21/2023	22.60	mi
					140.40	

Subsection 8D

Engineer

Subsection 8D(i)

Monthly Report

**HANSON, WALTER & ASSOCIATES, INC.**

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

January 12, 2024

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. Artisan Park Alley repaving inspections and contractor coordination.
2. Baseball/Recreation sites and swap parcel map updates and corresp. with environmentalist.
3. Duke Energy construction use applications review and corresp.
4. Island Village alley walk through inspections and updated punchlist letters and maps.
5. Review and response to Duke Energy request for access around high school pond by stadium

Sincerely,

Mark Vincutonis

Mark Vincutonis, P.E.

Subsection 8D(ii)

BDA Report

BDA
ENVIRONMENTAL CONSULTANTS

January 8, 2023
File: 2023-095.100

SENT VIA ELECTRONIC MAIL

Mr. Mark Vincutonis, P.E.
Hanson, Walter & Assoc., Inc.
8 Broadway, Suite 104
Kissimmee, Florida 34741
Phone: 407-847-9433
E-mail: MVincutonis@HansonWalter.com

RE: Celebration Baseball Fields

Dear Mr. Vincutonis:

In accordance with your request Breedlove Dennis and Associates, Inc. (BDA) has conducted an analysis of the feasibility of siting two baseball fields on land lying within the Walt Disney Parks and Resorts, U.S., Inc.(WDPR) Wildlife Management Conservation Area (WMCA) along with potential property (Swap Options) to offset loss of land within the WMCA as shown on the exhibit you provided on December 14, 2023 (Exhibit 1). The analysis is presented below.

Due to all baseball options being located in the WMCA there is an overarching constraint that may preclude use of any of the baseball options. The Department of the Army, Corps of Engineers (ACOE) long term permit contains a specific condition prohibiting impacts to the WMCA which is further discussed in the Environmental Assessment Statement of Findings (EASOF) associated with the WDPR long-term permit (Exhibits 2 and 3). It discusses impacts to the WMCA are limited to necessary transportation crossings and co-location of utilities. While it would be possible to seek a modification of the permit to allow siting baseball fields within the WMCA if appropriate property could be provided that would result in "no net loss" of acreage or ecological function, such a modification, in our opinion would be major and pursuant to the Florida Department of Environmental Protection (FDEP) partial assumption of the Clean Water Act Section 404 permitting, jurisdiction and processing of such a modification would shift from the ACOE to FDEP. This would need to be approved by WDPR (permittee for the long-term permit).

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BREEDLOVE, DENNIS & ASSOCIATES, INC.

□ 330 W. Canton Ave. ~ Winter Park, FL 32789-3195
Phone: 407-677-1882 ~ Fax: 407-657-7008

■ 30 East Liberty St. ~ Brooksville, FL 34601-2910
Phone: 352-799-9488 ~ Fax: 352-799-9588

BDA
ENVIRONMENTAL CONSULTANTS

Mr. Mark Vincutonis, P.E.

January 8, 2023

Page 2

The WMCA is a conservation easement held by the South Florida Water Management District (SFWMD). Siting baseball fields within this conservation easement would have to be approved by the SFWMD. The current SFWMD conceptual permit does not authorize any impacts to the WMCA, however it stops short of prohibition language similar to that in the ACOE permit (Exhibit 4). Siting and constructing baseball fields would require release of the conservation easement over the land for the baseball fields, providing equivalent (acreage and ecological function) land to be placed into a revised conservation easement and securing approval at the SFWMD governing board level. If approved, the conceptual Environmental Resource Permit (ERP) would have to be modified and an individual ERP would be required for construction including potential mitigation for direct or secondary wetland impacts (those that would encroach on a minimum 15-foot, average 25-foot upland buffer adjacent to wetlands).

In the context of the foregoing constraints below is an assessment of each of the baseball options and potential land swap options.

Baseball Option 1 Primary (BB-1 Primary and Secondary)

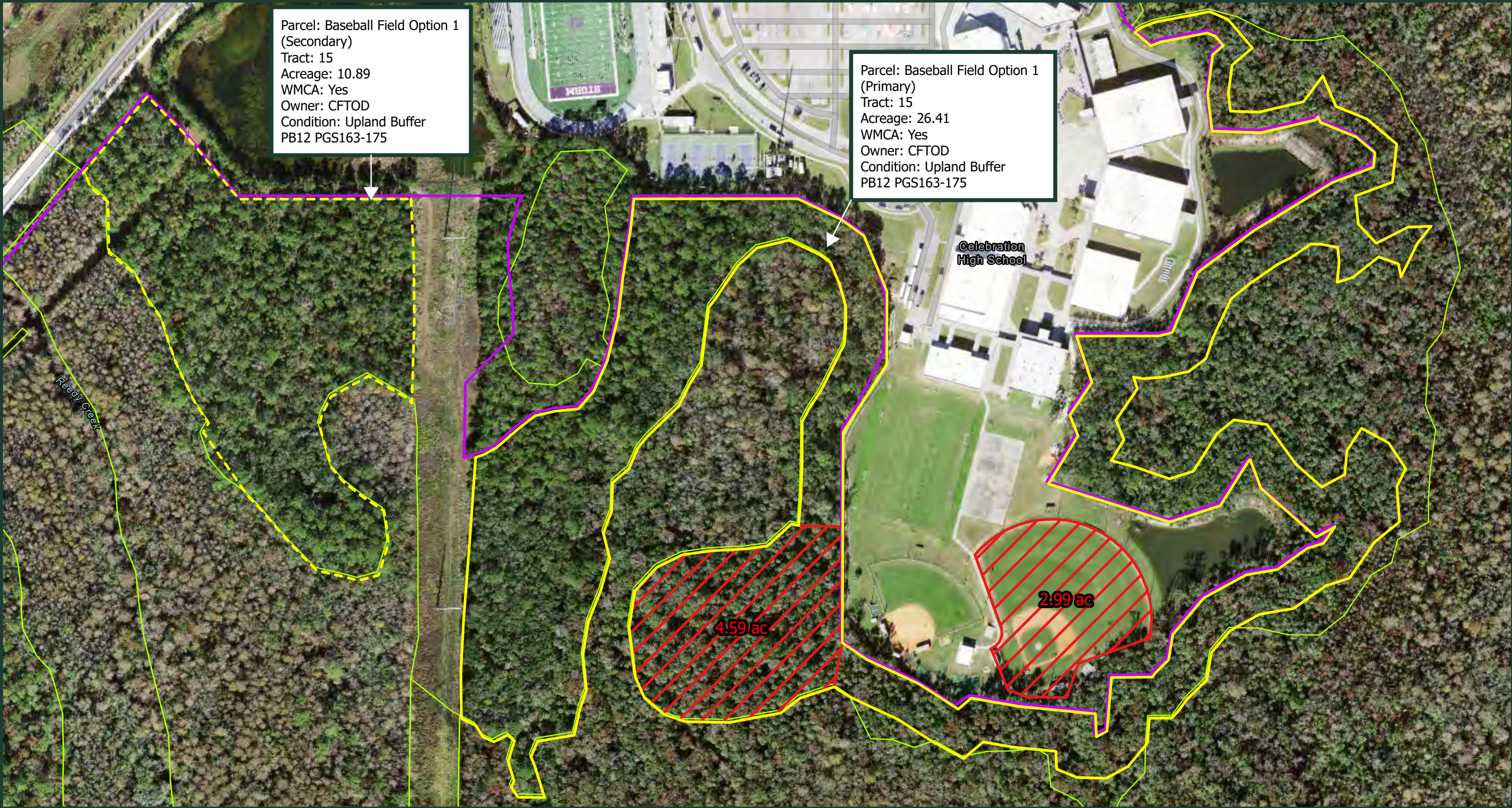
Baseball Option 1 (Primary) (Figure 1) - This property is 26.41 acres lying within the WMCA. It consists entirely of forested uplands. Because of the irregular configuration it does not appear that it could accommodate two baseball fields adjacent to one another. It may only allow for one field. If it could be permitted, maintaining a minimum 15-foot, average 25-foot upland buffer would avoid secondary impacts to the wetland.

Baseball Option 1 (Secondary) (Figure 1)– This property is 10.89 acres lying within the WMCA. It consists entirely of forested uplands. The size and configuration appear suitable for sitting two baseball fields. If it could be permitted, maintaining a minimum 15-foot, average 25-foot upland buffer would avoid secondary impacts to the wetland.

Baseball Option 2

Option 2 (Figure 2) consists of a 10.08 ac parcel lying within the WMCA. It consists entirely of forested uplands. The 10.08-acre parcel appears suitable for two baseball fields. If it could be permitted, maintaining a minimum 15-foot, average 25-foot upland buffer would avoid secondary impacts to the wetland.

Figure 1







Legend

- Wildlife Management Conservation Area
- Primary Baseball Field
- Secondary Baseball Field
- Wetlands
- WJP Acreage Request

Figure 2



Legend

-  Wildlife Management Conservation Area
-  Primary Baseball Field
-  WJP Acreage Request
-  Wetlands

BDA
ENVIRONMENTAL CONSULTANTS

Mr. Mark Vincutonis, P.E.
January 8, 2023
Page 5

Baseball Option 3

Option 3 (Figure 3) consists of two parcels, one containing 4.3 acres lying within the WMCA, the other is a dual baseball field site or potential swap parcel containing 2.57 acres lying outside the WMCA. Due to the size and configuration of these two parcels it appears both parcels would be needed in order to site two baseball fields. Option 3 consists of forested uplands. If it could be permitted, maintaining a minimum 15 foot, average 25-foot upland buffer would avoid secondary impacts to the wetland.

Baseball Option 4

Option 4 (Figure 4) consists of 53.97 acres lying within the WMCA. The site consists entirely of forested uplands surrounded by extensive forested wetlands. The site configuration is clearly adequate for siting two baseball fields, however, access to the site would require construction of access across forested wetlands that lie within the WMCA. If it could be permitted, maintaining a minimum 15-foot, average 25-foot upland buffer would avoid secondary impacts to the wetland.

Possible Swap Option 18/51/65

Possible Swap Option 18/51/65 (Figure 5) consists of two parcels comprising 9.04 acres lying outside but adjacent to the WMCA. The site consists of forested uplands, open space uplands and 1.22 acres of wetland. This option has potential to consider as a swap option either alone or in combination with other property.

Possible Swap Option 22/28/29/34/35

Possible Swap Option 22/28/29/34/35 (Figure 6) consists of 4.24 acres most of which lie outside the WMCA. The site consists of 2.61 acres of forested wetlands and 1.63 acres of forested uplands. The portion of the parcel that falls within the WMCA would not have potential as an offset since it already lies within the WMCA.

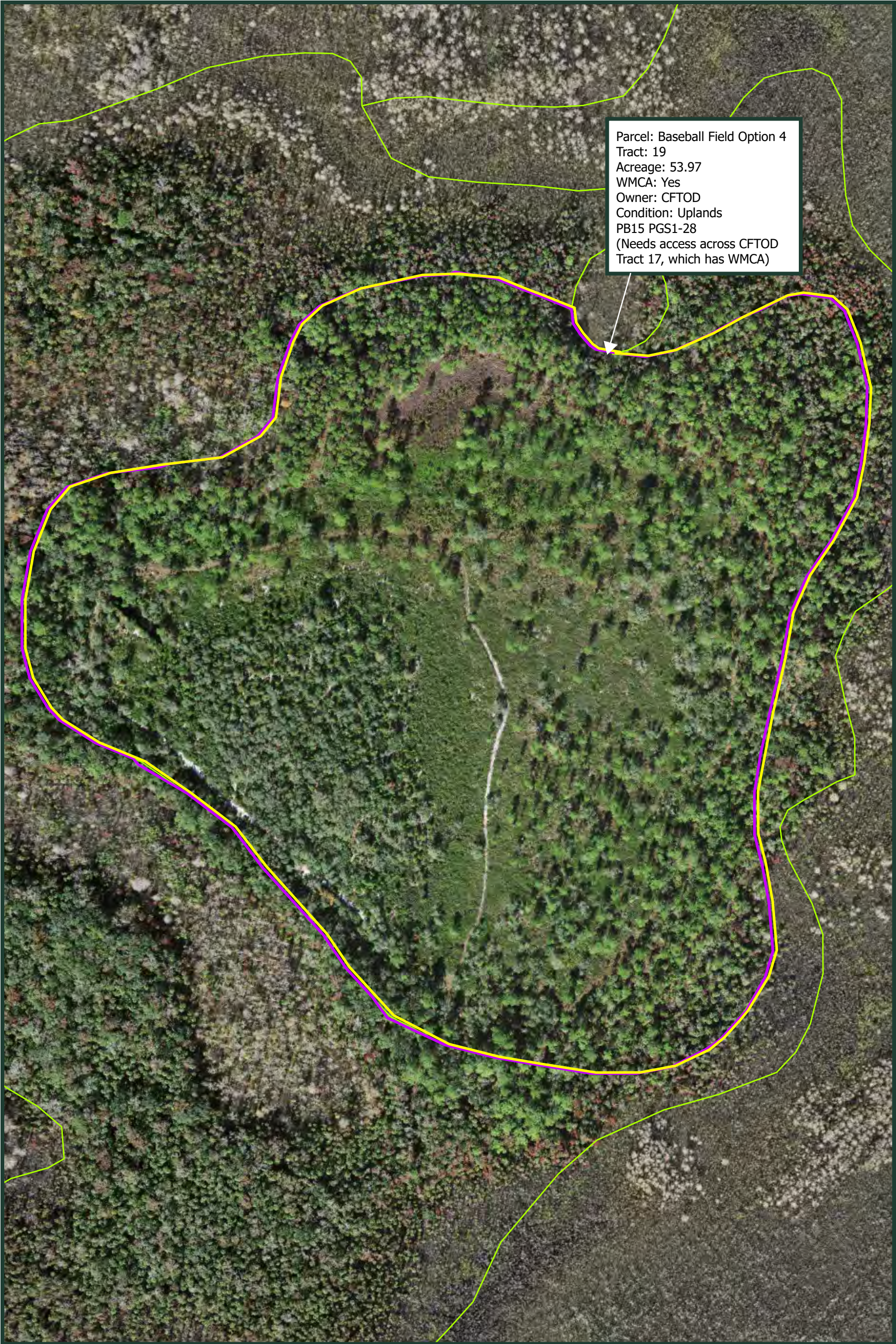
Figure 3



Legend

- | | | | |
|---------------------------------------|--------------------------|---|---------------------|
| Wildlife Management Conservation Area | Secondary Baseball Field | Primary Baseball Field/
Possible Swap Option | Wetlands |
| | | | WJP Acreage Request |

Figure 4



Parcel: Baseball Field Option 4
Tract: 19
Acreage: 53.97
WMCA: Yes
Owner: CFTOD
Condition: Uplands
PB15 PGS1-28
(Needs access across CFTOD
Tract 17, which has WMCA)

Legend




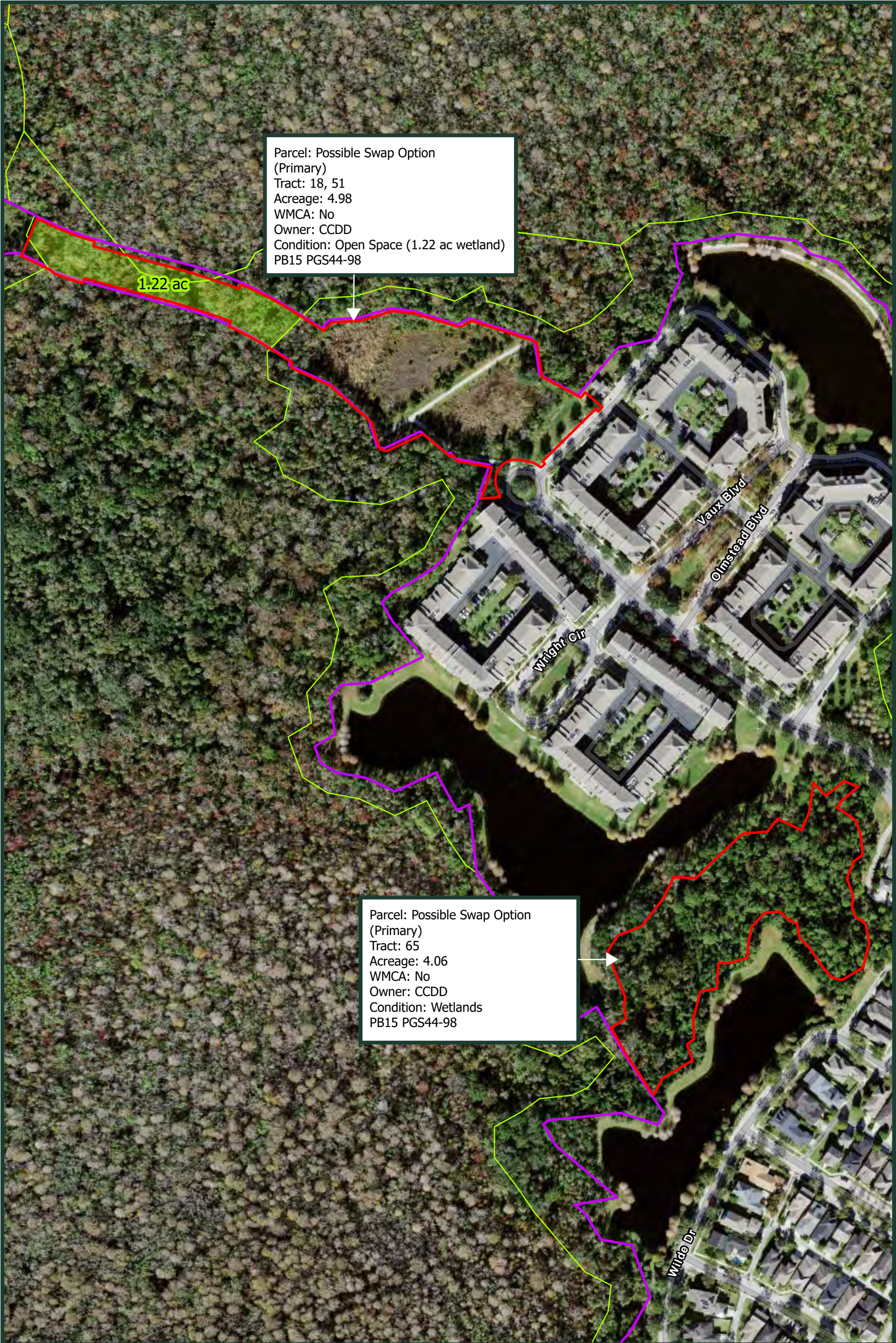
- | | | |
|---|--|--|
|  Wildlife Management Conservation Area |  Primary Baseball Field |  Wetlands |
|---|--|--|

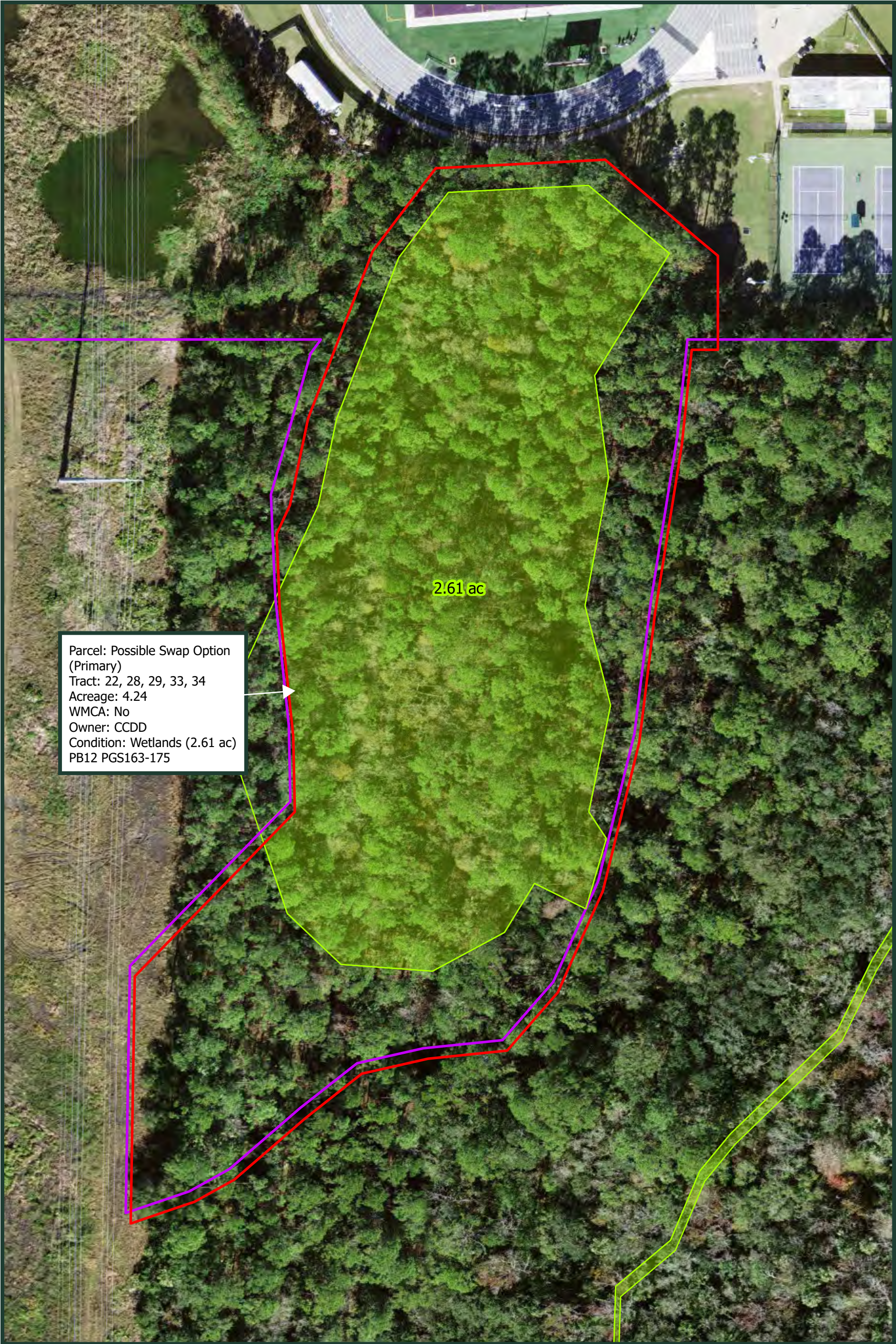
Figure 5



Legend

- Wildlife Management Conservation Area
- Primary Possible Swap Option
- Wetlands
- Wetlands within Parcel

Figure 6



Legend





- | | | |
|---|--|--|
|  Wildlife Management Conservation Area |  Primary Possible Swap Option |  Wetlands |
| | |  Wetlands within Parcel |

Figure 7



Parcel: Possible Swap Option
(Secondary)
Tract: 39
Acreage: 14.04
WMCA: Yes
Owner: CCDD
(Plat says RCID,
Appraiser says CCDD)
Condition: Wetlands (6.50 ac)
PB12 PGS178-197

6.5ac





Legend

- Wildlife Management Conservation Area
- Secondary Possible Swap Option
- Wetlands within Parcel

Figure 8



Legend

- | | | |
|---|--|--|
|  Wildlife Management Conservation Area |  Secondary Possible Swap Option |  Wetlands |
| | |  Wetlands within Parcel |

BDA
ENVIRONMENTAL CONSULTANTS

Mr. Mark Vincutonis, P.E.
January 8, 2023
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The remainder of the site has potential to consider as a swap option either alone or in combination with other property.

Possible swap option 39 (Figure 7) consists of 14.04 acres and lies entirely within the WMCA. As such this parcel does not have potential as a swap option as it already lies within the WMCA. It consists entirely of forested uplands.

Possible swap option 59 (Figure 8) consists of 39.16 acres lying entirely within the WMCA. As such this parcel does not have potential as a swap option as it already lies within the WMCA. It consists entirely of forested wetlands and uplands.

Please review and provide any comments or questions. We are available to discuss this analysis further either in conference or in person.

Sincerely yours,



W. Jeffrey Pardue, C.E.P., M.S., M.B.A.
Senior Vice President

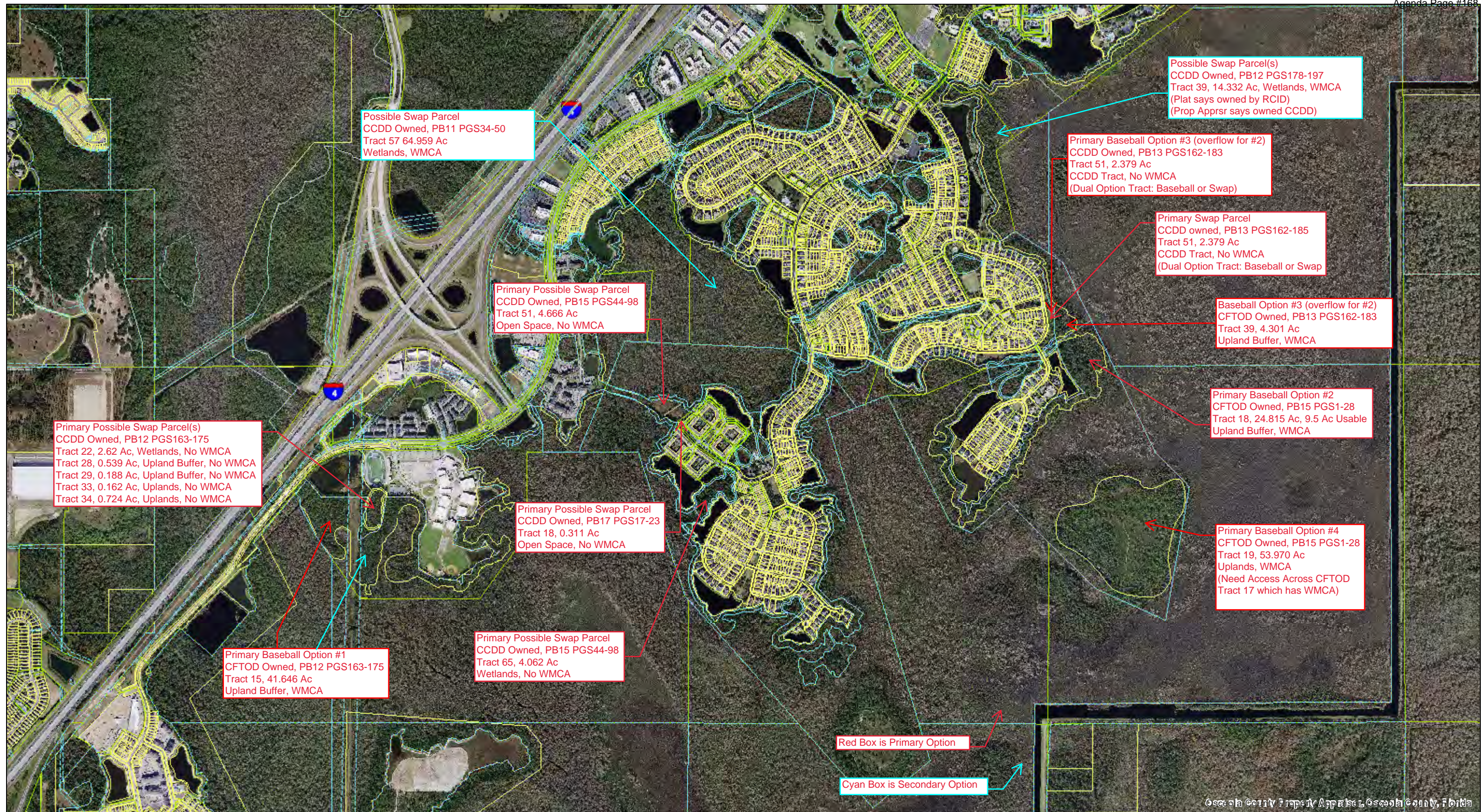
WJP/tnp

cc: David Hulme
W. Michael Dennis, Ph.D.

Enclosures

EXHIBIT 1

LOCATION OF PROPERTY OSCEOLA COUNTY, FLORIDA



Celebration Baseball Field Options



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

Date Generated: 11/10/2023

0 640 1,280 ft



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

EXHIBIT 2

DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS LONG TERM PERMIT ENVIRONMENTAL ASSESSMENT STATEMENT OF FINDINGS

CESAJ-RD-NC

SUBJECT: Department of the Army Environmental Assessment and Statement of Findings for Permit Application SAJ-1991-01901 (SP-TSD)
Walt Disney Parks & Resorts U.S., Inc. Long Term Permit Major Modification

Avoidance (site selection) was not considered a practicable alternative for this Disney project because

- Walt Disney World is a specific “tourist destination” and all attractions and supporting infrastructure must be integrated to efficiently serve guests; as such, new siting for an expansion is not possible.
- The likelihood of locating alternative tracts of land within this region of Florida with fewer wetland impacts than proposed is extremely low.

The previously permitted Disney project incorporated a comprehensive planning process to avoid, minimize, and compensate for WOUS by utilizing the Natural Areas Conservation and Management Plan (NACMP) as a foundation to protect the Reedy Creek corridor with the establishment of the WMCA. The WMCA consists of 8,348 acres and includes Reedy Creek, floodplain, and wetlands associated with Reedy Creek, and adjacent uplands which provide an important natural wildlife corridor. The WMCA is protected under conservation easement. The wetlands in the WMCA (7,613 acres) comprise 53% of the total wetlands on site. Impacts to these areas have been and will continue to be avoided except for unavoidable crossings for transportation and co-location of utilities. The integration of all program elements (attractions, hotels, transportation, support services, etc.) is essential to maintaining a safe and efficiently-operated attraction and resort complex. No impacts to these areas are requested as part of this permit modification.

Avoidance and minimization measures incorporated into this proposal include the following:

- Design projects to utilize the uplands to the maximum extent possible.
- Avoid impacts to the WMCA and associated high quality wetlands. This comprises ~ 53% of all wetlands on the project site. No impacts to these areas are requested as part of this permit modification.
- Land size requirements will be based on projected guest demand/attendance, design and operational requirements, and land acreage of existing facilities. Minimum acreage to support the project purpose will be incorporated for each project element.
- Development areas will be adjacent to and/or contiguous with existing attractions. Location for support of the attractions will be centered on the attraction and developed on available upland parcels to the extent practicable taking into consideration the land size requirements.
- Transportation and utility elements will be designed to share corridors to the extent practicable in order to minimize impacts. Crossings will be placed at the narrowest point, to the extent practicable, and bridges will be held to the minimum width necessary to comply with transportation requirements. Where necessary, design elements to facilitate wildlife movement will be incorporated.
- Best Management Practices (BMPs) will be implemented during all construction to minimize impacts to WOUS.

EXHIBIT 3

SOUTH FLORIDA WATER MANAGEMENT DISTRICT ERP SPECIAL CONDITION 13

SPECIAL CONDITIONS

10. The permittee has established a wetland accounting system concurrent with the submittal of the first construction application under Permit # 48-00714-S. This accounting system, entitled Table 11 tracks all wetland impacts permitted pursuant to the initial conceptual permit. Table 11 has been modified by this conceptual permit to incorporate mitigation provided at Mira Lago Mitigation Property. Permittee shall maintain this wetland accounting system. Each construction application submitted to the District shall include: Information identifying the specific wetland (by wetland number) to be impacted by the project. The wetland acreage to be impacted (including both total impact acreage and acreage impact broken down by wetland type: cypress, mixed forested, transitional and marsh); and a property wide total of impact authorized to date pursuant to this conceptual permit.

11. This permit authorizes mitigation activities and construction of ditch blocks and low water crossings on the Mira Lago Mitigation Property as set forth in the Mira Lago Mitigation Plan (MP) in application No 140801-15 and supporting application information incorporated by reference into this permit. Thirty days prior to construction, the Permittees shall deliver to the District the approved Construction Letter of Credit (\$192,195.00) and begin baseline monitoring. Within 30 days of completion of construction of the initial mitigation activities as described in the MP, the Permittees will provide the District with a wetland completion report including as built drawings of the ditch blocks and low water crossings signed and sealed by a Florida registered professional engineer. Upon acceptance of that report by the District, the monitoring as described in the MP shall begin and the Permittees may request release of the Construction Letter of Credit upon delivery of the mitigation monitoring Letter of Credit to the District. Within thirty days of completion receipt of the mitigation monitoring Letter of Credit, the District may take action necessary to secure the release of the Construction Letter of Credit.

At the time the Mitigation Monitoring Letter of Credit (\$570,240.00) goes into effect, a monitoring program shall be implemented for Mira Lago Mitigation Property encompassing the wetland restoration, enhancement, and preservation areas in accordance with the MP and shall include annual reports submitted to the District for a period of five years. These annual reports shall detail ongoing mitigation/management activities at the Mira Lago Mitigation Property. The permittees may request release from monitoring and reporting when permit success criteria are met. Upon the District's approval and release from further monitoring and reporting, the Permittees may request release of the Mitigation Monitoring Letter of Credit. Within 30 days the District may take action necessary to secure the release of the Mitigation Monitoring Letter of Credit. Management and maintenance of the Mira Lago Mitigation Property in perpetuity will be the responsibility of Walt Disney Parks and Resorts, U.S., Inc. or subsequent owners of the Mira Lago Mitigation Property.

Letters of Credit may be found in ePermitting.

12. This permit does not supersede or delete any requirements for other applications covered in Permit No. 48-00714-P unless otherwise specified herein.

13. This permit conceptually authorizes the impact and development of an additional 575 acres of wetlands within the RCID/WDW exclusive of the WMCA as shown in ePermitting. At the time of construction permit application, descriptions of the proposed construction area shall be provided to the District. Table 11 will be adjusted for the above impacts and shall be considered to have been mitigated by the onsite and offsite mitigation provided pursuant to Permits 48-00714-S, 48-00714-S-22 and application number 140801-15.

Onsite mitigation is provided by the preservation in perpetuity of the WMCA via conservation easement recorded in Official Record Book 4558 at Page 2657 of the Public Records of Orange County, Florida and at Official Record Book 1125 at Page 1165 of the Public Records of Osceola County Florida. This permit does not authorize impact to, or the ability to adversely affect any portion of, the WMCA located within the project boundary.

EXHIBIT 4

**DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS PERMIT NO.
SAJ-1991-01901 SPECIAL CONDITION 9**

PERMIT NUMBER: SAJ-1991-01901 (SP-TSD) Long Term Permit Major Modification
PERMITTEE: Walt Disney Parks & Resorts U.S., Inc.
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work areas to prevent the displacement of fill material outside the work area into waters of the United States. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until each authorized work is completed and the work areas are stabilized. Best management practices for turbidity/erosion control shall be used when performing any activity authorized in this permit.

8. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

9. **Wetland Avoidance/Minimization Areas:** The Permittee shall avoid impacts to the 8,348 acres of Wildlife Management and Conservation Area (WMCA) which consists of 7,613 acres of wetlands and 735 acres of uplands, reflected in Attachment 1, as detailed on Sheets 2 through 10 of 11). These natural wetland areas were avoided as part of the permit application review process and therefore will not be disturbed by any dredging, filling, mechanized land clearing, agricultural activities, or other construction work whatsoever. The Corps reserves the right to deny review of any requests for future impacts to these natural wetland areas.

10. **Compensatory Mitigation:** Within 18 months (to allow for construction in the dry season) from the effective date of this authorization, the Permittee shall initiate the mitigation activities in accordance with the approved **Mira Lago Compensatory Mitigation Plan (MLCMP)** included as Attachment 5 of this permit. Compensatory mitigation within the **MLCMP** is detailed in Attachment 5, which includes the construction of 12 site improvements along with the following:

- a) Preservation of the Mira Lago parcel, totaling 3,004 acres (in the current condition, 858 wetland acres and 2,146 upland acres) less 33.43 acres of out parcels from the conservation easement to account for an existing electrical easement and future administration and maintenance facilities total conservation easement area is 2,970.57 acres;
- b) Wetland restoration/reestablishment with hydrologic improvements to 338 acres;
- c) Wetland enhancement with hydrologic improvements to 483.49 acres;
- d) Long-term management over the entire 3,004 acre parcel including prescribed fire management program, exotic/nuisance species removal and management,