

**CELEBRATION  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**Tuesday, February 27, 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, February 27, 2024 – 6:00 p.m.

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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 January 23, 2024, Regular Meeting
  - B. Check Register (*January*)
  - C. Financial Statements (*January*)
7. **Business Matters**
  - A. Bat House Project for Boy Scout Troop 125
  - B. *Celebration News* Article for April
  - C. Construction Use Applications from Duke Energy
  - D. Non-Renewal of License Plate Reader Camera Agreement and Discussion of Alternatives
  - E. Contractor Evaluations
  - F. Proposals for Community Center/Master Plan
  - G. Proposal for Solar Power Radar Sign
  - H. Proposal from SŌLitude Lake Management for Canna Planting
  - I. Renewal of Street Sweeping Agreement
8. **Regular Reports**
  - A. District Manager: My Celebration App Implementation
  - B. Field Manager: Monthly Report
  - C. Legal Counsel: Memorial Bench Program
  - D. Engineer: Monthly Report
  - E. Liaisons
9. **Discussion Items**
  - A. Conversations with Osceola County
10. **Other Business, Updates, and Supervisor Comments**
11. **Public Comment Period**
12. **Adjournment**

*The mobile workshop is scheduled for Monday, March 4, 2024, at 10:00 a.m.*

*A budget workshop is scheduled for Tuesday, March 5, 2024, at 6:00 p.m.*

*The next meeting is scheduled for Tuesday, March 26, 2024, at 6:00 p.m.*

## District Office:

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

[www.CelebrationCDD.org](http://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**



**FOURTH ORDER OF BUSINESS                      Public Comment Period**

Mr. Barry Barboza commented on the radar speed sign placed directly in front of his home, questioned the placement, and requested it could be moved.

Discussion ensued regarding rationale behind locations used, non-permanent signs are moved quarterly, data analyzed by the sheriff's office, consideration of another location near the bridge, locations follow the data, and sometimes locations will be a temporary inconvenience.

**FIFTH ORDER OF BUSINESS                      Third-Party Reports and Presentations**

**A. Celebration Residential Owners Association (CROA)**

Discussion ensued regarding damage in the fields, request for a joint meeting regarding sheriff details, and potential future meeting.

**B. Incorporation**

Discussion ensued regarding phone call to be scheduled with outside counsel, counsel's comments to the consultant's report, Mr. Hulme interested in participating in the call, next steps to be provided, a town hall meeting possible, and requirements to be met.

**C. Osceola County Sheriff's Department**

Discussion ensued regarding Captain for West U.S. Hwy 192 introduced himself, addressed recent issues, monthly crime statistics, thoughts about levels of crime shared on social media, license-plate recognition cameras, damage at the ball fields, scooters and other traffic issues, and drafting guidelines for scooters.

**SIXTH ORDER OF BUSINESS                      Consent Agenda**

**A. Minutes of December 19, 2023, Regular Meeting and January 16, 2024, Workshop**

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

**B. Check Register and Invoices**

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

**C. Financial Statements**

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

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

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

**SEVENTH ORDER OF BUSINESS Business Matters**

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

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

Discussion ensued regarding recognizing members of staff, and comments from each Board member of appreciation for Mr. Hall and all his efforts.

Mr. McLaughlin made a MOTION to approve Resolution 2024-02, recognizing the contributions of Mr. Franklin Hall.  
Mr. Touzin seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2024-02, recognizing the contributions of Mr. Franklin Hall.

Mr. Hall expressed his gratitude and commitment to serving the community.

**B. Celebration News Article for March**

Mr. Touzin made a MOTION to approve the *Celebration News* article for March.  
Mr. McLaughlin seconded the motion.

Discussion ensued regarding availability of Board members for proposed dates, desire to have more time between workshops and meetings, revised March 5 workshop, April 17 workshop, May 14 workshop, hearing scheduled for July 30, and proposed budget due June 15.

Further discussion ensued regarding community center charette schedule and proposal due date, possible workshop date, move proposal due date to February 5 with a special meeting on February 7, and include discussion of recreation park/baseball field proposals on the February 7 agenda.

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

**C. Event Use Application for Farmer's Market Music on the Esplanade**

Discussion ensued regarding the recurring farmer's market with the addition of music on the esplanade.

Mr. McLaughlin made a MOTION to approve the event use application for music on the esplanade for farmer's market.  
Mr. Hulme seconded the motion.



Discussion ensued regarding annual event with the additional request of music on the esplanade, concerns in allowing music, variables with volume level and type of music performed, and perhaps get permission from downtown residents and Town center condominium residents.

Upon VOICE VOTE, with all opposed, the event use application was denied for music on the esplanade for farmer's market.

**D. Construction Use Applications from Duke Energy**

- i. 1100 Celebration Avenue #1**
- ii. 1100 Celebration Avenue #2**
- iii. 2319 Celebration Boulevard**
- iv. 768 Celebration Avenue**
- v. 807 Oak Shadows Road**
- vi. 1640 Resolute Street**

Discussion ensued regarding requests on Mattamy Homes property that have been referred back to Mattamy Homes, and temporary closure of sidewalks.

Mr. McLaughlin made a MOTION to approve the construction use applications from Duke Energy for all locations except for 2319 Celebration Boulevard, which is still owned by Mattamy Homes.  
Mr. Hulme seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the construction use applications from Duke Energy for all locations except for 2319 Celebration Boulevard, which is still owned by Mattamy Homes.

**E. Discussion of Liaisons**

Discussion ensued regarding liaison structure tied to functions, to continue as follows:

- Mr. Filak: management and Osceola County
- Mr. Touzin: maintenance
- Mr. Hulme: incorporation and Mattamy Homes
- Mr. McLaughlin: CROA
- Mr. Starks: Commissioner Peggy Choudhry

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Manager**

**i. My Celebration Implementation**

Discussion ensued regarding staff continuing to work on implementation, everything to be finalized Monday morning, updating the community through the website and social media, all CROA information is included, and start date anticipated to be February 1.

**ii. Cameras**

Discussion ensued regarding renewal of cameras, three-year renewal, and will be on the February agenda.

**iii. Community Center Charette**

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

**iv. Juniper Landscaping**

Discussion ensued regarding discussions with Mr. Jose Nova that equipment is being pulled out January 25 or 26 and Juniper contract concludes January 31, United Land Service (“United”) starting February 1, deduction can be made for to prorate remaining days from Juniper’s invoice, United can provide a skeleton crew for about \$7,500 during the non-growing season, crews really not needed between January 26 and February 1, United equipment will start moving in Friday and Monday, and the Board gave consensus for United to start February 1.

**v. Contractor Evaluation**

Discussion ensued regarding evaluations for contractors will be provided to the Board next week with Supervisor comments and feedback included in the February agenda.

Discussion ensued regarding a request for SŌLitude Lake Management (“SŌLitude”) to be onsite next week, previous proposals for additional aerators, question if those aerators are needed, separate contractor provided proposals for aerators, proposal for \$26,000 for dredging, same location needs dredging again with a \$7,000 proposal, staff indicated the proposal would not be presented to the Board, contractor disagrees with staff, email explanation from SŌLitude shared with the Board, waterline is not being maintained, and staff will investigate the ponds and which may need aerators.

**vi. Digitization**

Discussion ensued regarding digitization complete except for maps, staff will be cleaning out old records in the coming weeks, organizing and accessing construction data, and providing access for Board members.

**vii. Roof Inspection**

Discussion ensued regarding engineer evaluating roof on January 30, no cost to the District, and no leaks during the last rain event.

**viii. FEMA**

Discussion ensued regarding skimmer request reimbursed last month, Eastlawn pond request still in final process, and debris removal was stored on CROA property that made it ineligible.

**ix. Video Links**

Discussion ensued regarding meeting videos posted on YouTube, which is not maintained by the District with no comments permitted.

**x. Mules**

Discussion ensued regarding too expensive to license mules to be street legal, will confer with United on the equipment they are having delivering, get quotes on new vehicles, laydown yard provided by Mattamy Homes behind the school, and gasline easement supposed to allow civic use.

**B. Field Operations: Monthly Report**

**i. Monthly Report**

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

Discussion ensued regarding poinsettias looked nice, light fixtures painted, all the ones needing the lift will be complete, Eastlawn bridge replacement, new furniture placed on the esplanade, old equipment being sold, need release from purchasers, the District served today from an injury on a chair, all solid wood furniture replaced, minimal budget left, cutting roots for sidewalk panel replacements, Market Square Park pump replaced, minor damage, fountain covers being replaced, Artisan Park alley paving complete but looking at a couple locations, schedule for roadway resurfacing for North Village north of Celebration Boulevard, some areas will be milled and resurfaced and other areas just sealed, process and schedule changed at Osceola County, signal at S.R. 417 and Celebration Avenue, sign at Lake Rianhard not to feed alligators “harass” is misspelled, notifying residents when doing sidewalk repairs, doorhangers would need to be ordered, including information on Facebook for certain work items, staff has never previously notified residents of sidewalk grinding or other work being done, challenges having to notify residents and the time of repair being increased, permissible working hours 7:00 a.m. to 5:00 p.m., schedule can be changed depending on emergencies, consensus from the Board no changes needed for notification, Cyclone machine, curbs that need to be power washed, parts still not received, concerns about the machine’s reliability, consideration during the next budget cycle, attachments available for other current equipment, request for total repair costs, used only four or so months during the year, original purchase price about \$165,000, potential resale value maybe \$80,000, can only be used on eight-foot sidewalks, and unknown if equipment is available for four-foot sidewalks.

**C. Legal Counsel**

**i. Update Regarding Duke Energy**

Discussion ensued regarding Enterprise administers the right-of-way utilization agreement which is up for renewal in 2025, Duke Energy remits 6% of gross receipts, can be one combined agreement for both Districts or a separate agreement for each District, and consensus from the Board being okay with one joint agreement, depending what Enterprise CDD says.

**ii. Root Barriers in Island Village**

Discussion ensued regarding root barriers around the pond area, their arborist indicated root barriers were not needed on a slope, inspection report is needed, this is the only item not completed, cypress trees need to be located near the ponds, staff believes they understand the requirements for future phases, lights have not been accepted, question to Mattamy Homes how to inspect the lights, and staff to discuss further.

**iii. Signs on Easements**

Discussion ensued regarding potential policy to ban altogether or permit upon request, voting signs allowed, and current policy of no signs yet they show up.

**iii. Policy on Donations**

Discussion ensued regarding potential policy for private donations, a couple instances of receiving donations in the past, limitations, use of existing assets for memorials, standardized plaques and language to be purchased and installed by the District, and counsel will draft a policy.

**iii. Eminent Domain**

Discussion ensued regarding no new update or information.

**iii. Disney**

Discussion ensued regarding unknown if Disney has exited, suggestion to have a conversation now prior to their exit, Board will talk with Mr. Jim Parker, Mr. Page Pierce, and Mr. Todd Rimmer.

**iii. Social Media Presence**

Discussion ensued regarding most districts do not have social presence, some have private individuals hosting social media, risks for Board members posting or commenting on private social media including Sunshine law and public records law violations, management staff will not monitor private social media, My Celebration will offer media blasts, and current social media presence.

Further discussion ensued regarding example of certificates to Osceola County officers not in the District's jurisdiction and was not voted on, people are watching, not everything gets voted on such as budgeted items, increase in ethics violations being reported, examples of executive closed sessions, certificates were discussed with no vote and no objection, a CDD has very limited partners, jurisdiction of Publix was outside the boundary of the District, suggestion to ask counsel if an action is proper or appropriate, previous and vague accusations made against Board members, example of Board member giving direction to staff that requires expenditure and increased time is potentially an ethics violation, and responses to accusations and examples given.

**D. Engineer: Monthly Report**

**i. 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.

**ii. Report from BDA on Feasibility of Baseball Fields**

Discussion ensued regarding report provided that evaluated parcels for alternative sites for baseball fields, map identified several locations owned by the District that are big enough but all are under conservation or wildlife management easement, swaps would be necessary, language a little vague, master permit might need to be reissued, Disney is permit holder and probably will not agree to modify the permit, conversations can be held with Disney, look at other options in Island Village and elsewhere, brief review of consultant fees, comments from Celebration Little League, desire for three fields, playgrounds, lighting of the fields, orientation of the fields, artificial turf, and possible swap with area near World Drive that Disney plans to use for stormwater.

**E. Liaisons**

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

**NINTH ORDER OF BUSINESS**

**Discussion Items**

**A. Conversations with Osceola County**

Mr. Filak reviewed conversations with the County, including mosquito letter sent to the County prior to end of the year, no response received regarding street sweeping, and will continue to discuss the nine items on the list.

Further discussion ensued regarding resident wants to purchase District-owned land behind their house, resident who continues to complain about noise issues while staff or vendors are working and CROA sends them to the District, and street sweeping schedule is posted on the website.

**B. Community Center**

Discussion ensued regarding charette was discussed, meeting Mr. Filak has in the morning, conversation with Orange County how they build things, dates in February or March for a field trip to review existing community centers, the field trip to be advertised as a workshop, and Ms. Montagna to poll the Board for dates.

**C. Island Village Phase 1A Conveyance**

Discussion ensued regarding no new conveyance requests being received, and a short punch list received.

**TENTH ORDER OF BUSINESS**

**Other Business, Updates, and Supervisor Comments**

Ms. Starks requested the names of the people Mr. Filak spoke with at Orange County.

Celebration CDD  
January 23, 2024, meeting

**ELEVENTH ORDER OF BUSINESS      Public Comment Period**

There being none, the next order of business followed.

**TWELFTH ORDER OF BUSINESS      Adjournment**

On MOTION by Mr. McLaughlin, seconded by Ms. Starks, with all in favor, the meeting was adjourned at 9:15 p.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# **Subsection 6B**

# **Check Register**

**CELEBRATION**

Community Development District

**Check Register**

**January 31, 2024**



**CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Bank Account**

For the Period from 1/1/24 to 1/31/24

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>VALLEY NATIONAL - HIGH YIELD DDA - (ACCT#XXXXX3965)</b>							
<b>CHECK # 306</b>							
01/03/24	Vendor	CELEBRATION HARDWARE	381701	METAL CUTWHL (2)	R&M-Common Area	001-546016-53901	\$23.98
01/03/24	Vendor	CELEBRATION HARDWARE	381926	LINER DRUM	R&M-Common Area	001-546016-53901	\$113.97
01/03/24	Vendor	CELEBRATION HARDWARE	382003	SURE SPRAY DELUXE 3 GAL	R&M-Painting	001-546313-53901	\$62.99
01/03/24	Vendor	CELEBRATION HARDWARE	382142	MAT/BRUSHES/KNIFE PUTTY/CLOTH FIBERGLASS	R&M-Painting	001-546313-53901	\$31.01
01/03/24	Vendor	CELEBRATION HARDWARE	382304	DECK SCREW (4)	R&M-Boardwalks	001-546009-53901	\$203.96
01/03/24	Vendor	CELEBRATION HARDWARE	382393	PAINT SPRAY (2)	R&M-Painting	001-546313-53901	\$15.18
<b>Check Total</b>							<b>\$451.09</b>
<b>CHECK # 307</b>							
01/03/24	Vendor	CHURCHILLSGROUP HOLDINGS INC	32106	SPLASH PAD SERVICE - 3 VISITS/WEEK	Contracts-Fountain	001-534023-53901	\$661.50
<b>Check Total</b>							<b>\$661.50</b>
<b>CHECK # 308</b>							
01/03/24	Vendor	FUSION SYNERGY, LLC	664-B	FOUNTAIN REPAIRS	R&M-Fountain	001-546032-53901	\$15,000.00
<b>Check Total</b>							<b>\$15,000.00</b>
<b>CHECK # 309</b>							
01/03/24	Vendor	HANSON, WALTER & ASSOCIATES, I	5289316	NOV 2023 FEES	ISLAND VILLAGE	001-115000-51501	\$630.00
01/03/24	Vendor	HANSON, WALTER & ASSOCIATES, I	5289316	NOV 2023 FEES	ProfServ-Engineering	001-531013-51501	\$1,995.00
<b>Check Total</b>							<b>\$2,625.00</b>
<b>CHECK # 310</b>							
01/03/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	243663	PLANT INSTALL ON ARCADIA TERRACE	R&M-Other Landscape	001-546036-53901	\$1,672.89
01/03/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	243662	PLANT INSTALLATION IN MAIN AVE AND BLV	R&M-Other Landscape	001-546036-53901	\$324.69
01/03/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	243658	PLANT INSTALLATION ON MAIN AVE	R&M-Other Landscape	001-546036-53901	\$3,183.94
01/03/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	243660	PLANT INSTALL ON NT VILLAGE ST	R&M-Other Landscape	001-546036-53901	\$1,764.94
01/03/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	243659	PLANT INSTALL ON OLD BLUSH RD GAZEBO	R&M-Other Landscape	001-546036-53901	\$6,474.27
01/03/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	243661	INSTALL MATERIAL	R&M-Other Landscape	001-546036-53901	\$1,164.10
01/03/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	244335	WINTER ANNUALS 2023	Contracts-Annuals	001-534117-53901	\$1,385.00
<b>Check Total</b>							<b>\$15,969.83</b>
<b>CHECK # 311</b>							
01/03/24	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	122481	ISLAND VILLAGE THRU NOV 2023	Accounts Receivable	001-115000-51401	\$63.00
01/03/24	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	122480	GEN MATTERS THRU NOV 2023	ProfServ-Legal Services	001-531023-51401	\$1,997.72
01/03/24	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	122482	NOV 2023 INCORPORATION	ProfServ-Incorporation Study Legal	001-531117-51301	\$409.50
<b>Check Total</b>							<b>\$2,470.22</b>
<b>CHECK # 312</b>							
01/03/24	Vendor	ORLANDO SENTINEL	083594861000	NOTICE OF MEETING 11/4/23	Legal Advertising	001-548002-51301	\$301.93
<b>Check Total</b>							<b>\$301.93</b>
<b>CHECK # 313</b>							
01/03/24	Vendor	OSCEOLA SHERIFF'S OFFICE	55217	12/3-12/16/23 SECURITY SVCS	Security Service-Sheriff	001-534365-52001	\$5,504.13
<b>Check Total</b>							<b>\$5,504.13</b>
<b>CHECK # 314</b>							
01/03/24	Vendor	PROPET DISTRIBUTORS	144163	DOGIPOT PIU BAGS / LINER BAGS	R&M-Common Area	001-546016-53901	\$1,673.20
01/03/24	Vendor	PROPET DISTRIBUTORS	144535	DOGI POT PIUBAGS / LINER BAGS	R&M-Common Area	001-546016-53901	\$1,482.56
<b>Check Total</b>							<b>\$3,155.76</b>
<b>CHECK # 315</b>							
01/03/24	Vendor	SCIENS ORLANDO, LLC	MON-4676	QTRLY FIRE ALARM JAN-MAR 2024	Building Op Costs	001-563034-53901	\$105.00
<b>Check Total</b>							<b>\$105.00</b>
<b>CHECK # 316</b>							
01/03/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	137286312-001	IRR RPRS	R&M-Irrigation	001-546041-53901	\$824.69
<b>Check Total</b>							<b>\$824.69</b>
<b>CHECK # 317</b>							
01/03/24	Vendor	TERMINIX INTERNATIONAL CO.	441407726	PEST CONTROL 12/15/23	Building Op Costs	001-563034-53901	\$108.00
<b>Check Total</b>							<b>\$108.00</b>
<b>CHECK # 318</b>							
01/03/24	Vendor	USA SEAL & STRIPE, LLC	333	12/14/23 SWEEPING SVC	R&M-Road Cleaning	001-546080-54101	\$2,750.00
01/03/24	Vendor	USA SEAL & STRIPE, LLC	334	12/22/23 SWEEPING SVC	R&M-Road Cleaning	001-546080-54101	\$2,750.00
<b>Check Total</b>							<b>\$5,500.00</b>
<b>CHECK # 320</b>							
01/10/24	Vendor	CELEBRATION HARDWARE	383105	LINER DRUM	R&M-Common Area	001-546016-53901	\$113.97
01/10/24	Vendor	CELEBRATION HARDWARE	383569	BLEACH CONC OUTDOOR (4)	R&M-Pressure Washing	001-546171-53901	\$47.96
01/10/24	Vendor	CELEBRATION HARDWARE	383612	BITS; MTL CUTWHL 5PK	R&M-Common Area	001-546016-53901	\$35.96
<b>Check Total</b>							<b>\$197.89</b>
<b>CHECK # 321</b>							
01/10/24	Vendor	CHURCHILLSGROUP HOLDINGS INC	32124	CHEMICALS	R&M-Fountain	001-546032-53901	\$73.15
<b>Check Total</b>							<b>\$73.15</b>
<b>CHECK # 322</b>							
01/10/24	Vendor	CLARKE ENVIRONMENTAL MOSQUITO	001031761	DEC 2023 MOSQUITO MGMT	Contracts-Pest Control	001-534125-53001	\$20,752.42
<b>Check Total</b>							<b>\$20,752.42</b>

**CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Bank Account**

For the Period from 1/1/24 to 1/31/24

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>CHECK # 323</b>							
01/10/24	Vendor	ENTERPRISE CDD	122223-2021	BILL PRD 11/10/23-12/10/23	R&M-Irrigation	001-546041-53901	\$1,057.62
							<b>Check Total</b>
							\$1,057.62
<b>CHECK # 324</b>							
01/10/24	Vendor	ENTERPRISE CDD	122223-1022	BILL PRD 11/10-12/20/23	R&M-Irrigation	001-546041-53901	\$2,271.30
							<b>Check Total</b>
							\$2,271.30
<b>CHECK # 325</b>							
01/10/24	Vendor	ENTERPRISE CDD	122223-2722	BILL PRD 11/10-12/10/23	R&M-Irrigation	001-546041-53901	\$387.98
							<b>Check Total</b>
							\$387.98
<b>CHECK # 326</b>							
01/10/24	Vendor	ENTERPRISE CDD	122223-3021	11/10/23-12/10/23	R&M-Irrigation	001-546041-53901	\$819.94
							<b>Check Total</b>
							\$819.94
<b>CHECK # 327</b>							
01/10/24	Vendor	ENTERPRISE CDD	56022-122223	BILL PRD 11/10-12/10/23	R&M-Irrigation	001-546041-53901	\$390.24
							<b>Check Total</b>
							\$390.24
<b>CHECK # 328</b>							
01/10/24	Vendor	ENTERPRISE CDD	122223-0013	BILL PRD 11/10-12/10/23	R&M-Irrigation	001-546041-53901	\$339.07
							<b>Check Total</b>
							\$339.07
<b>CHECK # 329</b>							
01/10/24	Vendor	ENTERPRISE CDD	122223-005611	BILL PRD 11/10-12/8/23	R&M-Irrigation	001-546041-53901	\$1,442.75
							<b>Check Total</b>
							\$1,442.75
<b>CHECK # 330</b>							
01/10/24	Vendor	ENTERPRISE CDD	122223-5021	BILL PRD 11/10-12/10/23	R&M-Irrigation	001-546041-53901	\$371.66
							<b>Check Total</b>
							\$371.66
<b>CHECK # 331</b>							
01/10/24	Vendor	ENTERPRISE CDD	122223-4022	BILL PRD 11/10-12/10/23	R&M-Irrigation	001-546041-53901	\$395.79
							<b>Check Total</b>
							\$395.79
<b>CHECK # 332</b>							
01/10/24	Vendor	FEDEX	8-352-19563	FEDEX TO SESCO LIGHTING/COUNTRY CASUAL	Postage and Freight	001-541006-51301	\$27.05
							<b>Check Total</b>
							\$27.05
<b>CHECK # 333</b>							
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	232662	OCT 2023 LANDSCAPE MAINT	INSTALL PLANTS	001-534106-53901	\$21,910.83
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	232662	OCT 2023 LANDSCAPE MAINT	INSTALL PLANTS	001-534182-53901	\$47,637.17
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	232662	OCT 2023 LANDSCAPE MAINT	IRR	001-534073-53901	\$8,058.00
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	232662	OCT 2023 LANDSCAPE MAINT	PRESSURE WASHING	001-534182-53901	\$6,416.67
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	232662	OCT 2023 LANDSCAPE MAINT	PRESSURE WASHING	001-534179-53901	\$4,250.00
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	236813	NOV 2023 LANDSCAPE MAINT	Contracts-Ground/Turf/Tree/Maintenance	001-534182-53901	\$47,637.17
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	236813	NOV 2023 LANDSCAPE MAINT	Contracts-Shrub Maintenance	001-534106-53901	\$21,910.83
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	236813	NOV 2023 LANDSCAPE MAINT	Contracts-Ground/Turf/Tree/Maintenance	001-534182-53901	\$6,416.67
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	236813	NOV 2023 LANDSCAPE MAINT	Contracts-General Site/ Trash and Debris	001-534179-53901	\$4,250.00
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	236813	NOV 2023 LANDSCAPE MAINT	Contracts-Irrigation	001-534073-53901	\$8,058.00
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	245060	BEACH RIDGE RD PLANTS INSTALL	R&M-Other Landscape	001-546036-53901	\$757.72
01/10/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	245061	PLANTS INSTALL TIDEPOOL PL, ISLAND VILLAGE	R&M-Other Landscape	001-546036-53901	\$757.72
							<b>Check Total</b>
							\$178,060.78
<b>CHECK # 334</b>							
01/10/24	Vendor	OSCEOLA SHERIFF'S OFFICE	55254	SEC SVCS 12/17-12/30/23	11/5-11/19/23	001-534365-52001	\$6,282.24
							<b>Check Total</b>
							\$6,282.24
<b>CHECK # 335</b>							
01/10/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	137327687-001	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$649.26
01/10/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	137286312-002	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$81.98
							<b>Check Total</b>
							\$731.24
<b>CHECK # 336</b>							
01/10/24	Vendor	SOLITUDE LAKE MANAGEMENT	PSI040223	JAN '24 AERATION MAINT	R&M-Aeration	001-546003-53901	\$962.50
							<b>Check Total</b>
							\$962.50
<b>CHECK # 337</b>							
01/10/24	Vendor	SOUTHERN PINE LUMBER CO. OF ORLANDO, INC.	40075127	LUMBER	R&M-Boardwalks	001-546009-53901	\$1,456.64
01/10/24	Vendor	SOUTHERN PINE LUMBER CO. OF ORLANDO, INC.	40075127	LUMBER	DELIVERY CHG	001-546009-53901	\$65.00
							<b>Check Total</b>
							\$1,521.64
<b>CHECK # 338</b>							
01/10/24	Vendor	USA SEAL & STRIPE, LLC	335	SWEEPING ON 12/29/23	ROAD CLEANING	001-546080-54101	\$2,750.00
							<b>Check Total</b>
							\$2,750.00
<b>CHECK # 339</b>							
01/10/24	Vendor	VANGUARD CLEANING SYSTEMS	37246	JAN '24 CLEANING SVC CHG	Building Op Costs	001-563034-53901	\$438.00
							<b>Check Total</b>
							\$438.00
<b>CHECK # 341</b>							
01/11/24	Vendor	CELEBRATION CDD	12152023 3965	TRANSFER 11/16/23 MATURED CD	Due From Other Funds	131000	\$506,681.78
							<b>Check Total</b>
							\$506,681.78
<b>CHECK # 342</b>							
01/19/24	Vendor	USA SEAL & STRIPE, LLC	336	SWEEPING ON 01/05/24	ROAD CLEANING	001-546080-54101	\$2,750.00
01/19/24	Vendor	USA SEAL & STRIPE, LLC	1222	FINAL INVOICE FOR ARTISAN PARK EAST PAVING	paving	001-564104-53918	\$58,732.00

**CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Bank Account**

For the Period from 1/1/24 to 1/31/24

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
01/19/24	Vendor	USA SEAL & STRIPE, LLC	337	1/13/24 SWEEPING SVC	ROAD CLEANING	001-546080-54101	\$2,750.00
<b>Check Total</b>							<b>\$64,232.00</b>
<b>CHECK # 343</b>							
01/24/24	Vendor	BENCHMARK LANDSCAPING LLC	60143	CELEBRATION AVE FR GOLF PARK - 417 PROPERTY IMPROV	R&M-Other Landscape	001-546036-53901	\$96,320.00
<b>Check Total</b>							<b>\$96,320.00</b>
<b>CHECK # 344</b>							
01/24/24	Vendor	BRIGHTVIEW LANDSCAPING	8752500	BVLS FOUR CORNERS	R&M-Other Landscape	001-546036-53901	\$600.00
01/24/24	Vendor	BRIGHTVIEW LANDSCAPING	8752499	PALM REMOVAL	R&M - Tree Removal/Replacement	001-546213-53901	\$1,300.00
01/24/24	Vendor	BRIGHTVIEW LANDSCAPING	8752496	TREE ELEVATION PAVING	R&M - Tree Removal/Replacement	001-546213-53901	\$5,200.00
01/24/24	Vendor	BRIGHTVIEW LANDSCAPING	8752498	TREE ELEVATION	R&M - Tree Removal/Replacement	001-546213-53901	\$3,200.00
<b>Check Total</b>							<b>\$10,300.00</b>
<b>CHECK # 345</b>							
01/24/24	Vendor	CELEBRATION HARDWARE	383877	CONCRETE MIX	R&M-Sidewalks	001-546084-53901	\$24.95
01/24/24	Vendor	CELEBRATION HARDWARE	383885	DRILL TITAN / LINER DRUMS (2)	R&M-Common Area	001-546016-53901	\$99.97
01/24/24	Vendor	CELEBRATION HARDWARE	384373	BELT SANDING (3)	R&M-Sidewalks	001-546084-53901	\$23.97
01/24/24	Vendor	CELEBRATION HARDWARE	384518	COUPLING PVC (21)	R&M-Irrigation	001-546041-53901	\$54.59
01/24/24	Vendor	CELEBRATION HARDWARE	385263	LINER DRUM	R&M-Common Area	001-546016-53901	\$75.98
<b>Check Total</b>							<b>\$279.46</b>
<b>CHECK # 346</b>							
01/24/24	Vendor	CLARKE ENVIRONMENTAL MOSQUITO	001031790	JAN 2024 MOSQUITO MGMT	Contracts-Pest Control	001-534125-53001	\$20,752.42
<b>Check Total</b>							<b>\$20,752.42</b>
<b>CHECK # 347</b>							
01/24/24	Vendor	HANSON, WALTER & ASSOCIATES, I	5289627	DEC 2023 FEES	ISLAND VILLAGE	001-115000-51501	\$1,456.25
01/24/24	Vendor	HANSON, WALTER & ASSOCIATES, I	5289627	DEC 2023 FEES	ProfServ-Engineering	001-531013-51501	\$3,582.50
<b>Check Total</b>							<b>\$5,038.75</b>
<b>CHECK # 348</b>							
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$8,374.50
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	ProfServ-Field Management	001-531016-53901	\$95,240.25
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	Postage and Freight	001-541006-51301	\$5.04
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	Printing and Binding	001-547001-51301	\$47.70
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	Office Supplies	001-551002-51301	\$60.00
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	LANDSCAPE RFP	001-546036-53901	\$27.58
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	VAN RENTAL	001-546036-53901	\$483.87
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	BACKYARD DESIGN	001-546084-53901	\$3,002.79
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	AMAZON	001-546084-53901	\$455.52
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	EQUIPMENT	001-546022-53901	\$110.16
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	CASUAL TEAK	001-564104-53918	\$2,111.29
01/24/24	Vendor	INFRAMARK, LLC	107014	DEC 2023 MGMT FEES	ASSESSMENT ROLL SVC	001-531038-51301	\$24,612.00
<b>Check Total</b>							<b>\$134,530.70</b>
<b>CHECK # 349</b>							
01/24/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	241136	DEC 2023 LANDSCAPE MAINT	Contracts-Ground/Turf/Tree/Maintenance	001-534182-53901	\$47,637.17
01/24/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	241136	DEC 2023 LANDSCAPE MAINT	Contracts-Shrub Maintenance	001-534106-53901	\$21,910.83
01/24/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	241136	DEC 2023 LANDSCAPE MAINT	Contracts-Ground/Turf/Tree/Maintenance	001-534182-53901	\$6,416.67
01/24/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	241136	DEC 2023 LANDSCAPE MAINT	Contracts-General Site/ Trash and Debris	001-534179-53901	\$4,250.00
01/24/24	Vendor	JUNIPER LANDSCAPING OF FLORIDA LLC	241136	DEC 2023 LANDSCAPE MAINT	Contracts-Irrigation	001-534073-53901	\$8,058.00
<b>Check Total</b>							<b>\$88,272.67</b>
<b>CHECK # 350</b>							
01/24/24	Vendor	K AND D CONCRETE INC	260	SIDEWALK REPLACEMENT	R&M-Sidewalks	001-546084-53901	\$58,787.50
<b>Check Total</b>							<b>\$58,787.50</b>
<b>CHECK # 351</b>							
01/24/24	Vendor	LYNCH OIL COMPANY, INC	15597222	FUEL	Fuel, Gasoline and Oil	001-540004-53901	\$310.08
<b>Check Total</b>							<b>\$310.08</b>
<b>CHECK # 352</b>							
01/24/24	Vendor	MCGEE PLUMBING AND	2023FL 765	BACKFLOW TEST	Misc-Contingency	001-549900-53901	\$150.00
<b>Check Total</b>							<b>\$150.00</b>
<b>CHECK # 353</b>							
01/24/24	Vendor	NASH CONSTRUCTION, INC	CDD2401	RAILS REPR	Capital Projects	001-564104-53918	\$19,020.00
<b>Check Total</b>							<b>\$19,020.00</b>
<b>CHECK # 354</b>							
01/24/24	Vendor	RADARSIGN, LLC	INV944	CPU BOARD REPLACEMENT (2)	R&M-Signage/Radar Sign Maintenance	001-546994-54101	\$1,195.00
<b>Check Total</b>							<b>\$1,195.00</b>
<b>CHECK # 355</b>							
01/24/24	Vendor	SUNSHINE COMMUNICATION SERVICES, INC.	240110514	JAN 2024 TELEPHONE ANSWERING SVCS	ProfServ-Answering Services	001-531064-51301	\$453.91
<b>Check Total</b>							<b>\$453.91</b>
<b>CHECK # 356</b>							
01/31/24	Vendor	INFRAMARK, LLC	108531	JAN 2024 MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$8,374.50
01/31/24	Vendor	INFRAMARK, LLC	108531	JAN 2024 MGMT FEES	ProfServ-Field Management	001-531016-53901	\$95,240.25
<b>Check Total</b>							<b>\$103,614.75</b>
<b>CHECK # 357</b>							
01/31/24	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	122929	DEC 2023 GEN COUNSEL	ProfServ-Legal Services	001-531023-51401	\$4,782.92
<b>Check Total</b>							<b>\$4,782.92</b>

**CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Bank Account**

For the Period from 1/1/24 to 1/31/24

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>ACH #DD697</b>							
01/03/24	Vendor	DUKE ENERGY-ACH	121323 ACH	BILL PRD 11/4-12/5/23	Electricity - Streetlighting	001-543013-54101	\$2,097.98
01/03/24	Vendor	DUKE ENERGY-ACH	121323 ACH	BILL PRD 11/4-12/5/23	Electricity - General	001-543006-53901	\$4,585.21
01/03/24	Vendor	DUKE ENERGY-ACH	121323 ACH	BILL PRD 11/4-12/5/23	Building Op Costs	001-563034-53901	\$377.14
01/03/24	Vendor	DUKE ENERGY-ACH	121323 ACH	BILL PRD 11/4-12/5/23	R&M-Irrigation	001-546041-53901	\$258.46
<b>ACH Total</b>							<b>\$7,318.79</b>
<b>ACH #DD700</b>							
01/18/24	Vendor	SMART CITY TELECOM - AUTOPAY	010124-0025 ACH	BILL PRD 1/1/24-1/31/24	Communication - Telephone	001-541003-51301	\$180.28
<b>ACH Total</b>							<b>\$180.28</b>
<b>ACH #DD701</b>							
01/18/24	Vendor	SMART CITY TELECOM - AUTOPAY	010124-1187 ACH	BILL PRD 1/1/24-1/31/24	Communication - Telephone	001-541003-51301	\$137.41
<b>ACH Total</b>							<b>\$137.41</b>
<b>ACH #DD702</b>							
01/18/24	Vendor	SMART CITY TELECOM - AUTOPAY	010124-2310 ACH	BILL PRD 1/1/24-1/31/24	R&M-Irrigation	001-546041-53901	\$126.21
<b>ACH Total</b>							<b>\$126.21</b>
<b>Account Total</b>							<b>\$1,394,435.04</b>

**SOUTHSTATE BANK GF (NEW) - (ACCT#XXXXX7106)**

<b>CHECK # 10524</b>							
01/11/24	Vendor	CELEBRATION CDD C/O US BANK	010424-2013A	TRSF TAX COLLECTIONS 2013A	Due From Other Funds	131000	\$251,074.99
01/11/24	Vendor	CELEBRATION CDD C/O US BANK	010424-2021	TRSF TAX COLLECTIONS SERIES 2021	Due From Other Funds	131000	\$241,995.09
<b>Check Total</b>							<b>\$493,070.08</b>
<b>ACH #DD689</b>							
01/31/24	Employee	JOHN A. MCLAUGHLIN	PAYROLL	January 31, 2024 Payroll Posting			\$104.70
<b>ACH Total</b>							<b>\$104.70</b>
<b>ACH #DD690</b>							
01/31/24	Employee	CASSANDRA HARRIS-STARKS	PAYROLL	January 31, 2024 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>ACH #DD691</b>							
01/31/24	Employee	THOMAS A. TOUZIN	PAYROLL	January 31, 2024 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>Account Total</b>							<b>\$493,544.18</b>

<b>Total Amount Paid</b>	<b>\$1,887,979.22</b>
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# **Subsection 6C**

## **Financial Statements**

# **CELEBRATION**

Community Development District

*Financial Report*

*January 31, 2024*



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# **CELEBRATION**

Community Development District

## **Financial Statements**

**(Unaudited)**

**January 31, 2024**



**Balance Sheet**  
January 31, 2024

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>RESERVE FUND</b>	<b>SERIES 2013A DEBT SERVICE FUND</b>	<b>SERIES 2021 DEBT SERVICE FUND</b>	<b>SERIES 2002 CAPITAL PROJECTS FUND</b>	<b>SERIES 2021 CAPITAL PROJECTS FUND</b>	<b>TOTAL</b>
<b>ASSETS</b>							
Cash - Checking Account	\$ 3,664,673	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,664,673
Accounts Receivable	125,137	-	-	-	-	-	125,137
Due From Other Gov'tl Units	80	-	-	-	-	-	80
Due From Other Funds	-	2,439,004	44,004	68,947	12	-	2,551,967
Investments:							
Certificates of Deposit - 12 Months	750,000	-	-	-	-	-	750,000
Certificates of Deposit - 6 Months	750,000	-	-	-	-	-	750,000
Money Market Account	630,369	-	-	-	116,272	-	746,641
Treasury Bills (6 months)	2,691,536	-	-	-	-	-	2,691,536
Construction Fund	-	-	-	-	-	47,285	47,285
Prepayment Account	-	-	255	81	-	-	336
Reserve Fund	-	-	196,688	207,000	-	-	403,689
Revenue Fund	-	-	649,962	319,253	-	-	969,215
FMV Adjustment	2,362	-	-	-	-	-	2,362
Prepaid Items	1,725	-	-	-	-	-	1,725
Deposits	804	-	-	-	-	-	804
<b>TOTAL ASSETS</b>	<b>\$ 8,616,686</b>	<b>\$ 2,439,004</b>	<b>\$ 890,909</b>	<b>\$ 595,281</b>	<b>\$ 116,284</b>	<b>\$ 47,285</b>	<b>\$ 12,705,451</b>
<b>LIABILITIES</b>							
Accounts Payable	\$ 94,655	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,655
Accrued Expenses	95,323	-	-	-	-	-	95,323
Unearned Revenue	556,789	-	-	-	-	-	556,789
Due To Other Districts	139,615	-	-	-	-	-	139,615
Sales Tax Payable	41	-	-	-	-	-	41
Deposits	500	-	-	-	-	-	500
Other Current Liabilities	206,677	-	-	-	-	-	206,677
Due To Other Funds	2,551,967	-	-	-	-	-	2,551,967
<b>TOTAL LIABILITIES</b>	<b>3,645,567</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,645,567</b>

**Balance Sheet**  
January 31, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	RESERVE FUND	SERIES 2013A DEBT SERVICE FUND	SERIES 2021 DEBT SERVICE FUND	SERIES 2002 CAPITAL PROJECTS FUND	SERIES 2021 CAPITAL PROJECTS FUND	TOTAL
<b>FUND BALANCES</b>							
<b>Nonspendable:</b>							
Prepaid Items	1,725	-	-	-	-	-	1,725
Deposits	3,804	-	-	-	-	-	3,804
<b>Restricted for:</b>							
Debt Service	-	-	890,909	595,281	-	-	1,486,192
Capital Projects	-	-	-	-	116,284	47,285	163,569
<b>Assigned to:</b>							
Operating Reserves	1,157,075	-	-	-	-	-	1,157,075
Reserves - Annual Contribution	-	100,000	-	-	-	-	100,000
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:	3,808,515	-	-	-	-	-	3,808,515
<b>TOTAL FUND BALANCES</b>	<b>\$ 4,971,119</b>	<b>\$ 2,439,004</b>	<b>\$ 890,909</b>	<b>\$ 595,281</b>	<b>\$ 116,284</b>	<b>\$ 47,285</b>	<b>\$ 9,059,884</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 8,616,686</b>	<b>\$ 2,439,004</b>	<b>\$ 890,909</b>	<b>\$ 595,281</b>	<b>\$ 116,284</b>	<b>\$ 47,285</b>	<b>\$ 12,705,451</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2024

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>JAN-24 ACTUAL</u>
<b>REVENUES</b>						
Interest - Investments	\$ 300,000	\$ 100,000	\$ 83,202	\$ (16,798)	27.73%	\$ 12,331
Right-of-Way Fees Electricity	955,000	318,332	313,683	(4,649)	32.85%	63,115
Right-of-Way Fees Gas	5,000	1,668	817	(851)	16.34%	217
Interlocal Agreement - Enterprise (Security)	20,000	-	-	-	0.00%	-
Interlocal Agreement - Enterprise (Field)	20,000	-	-	-	0.00%	-
Interest - Tax Collector	2,500	1,500	3,866	2,366	154.64%	3,866
Building Rental Income	19,619	2,164	2,164	-	11.03%	541
Building Operating Cost Income	14,448	4,816	4,816	-	33.33%	1,204
Special Assmnts- Tax Collector	3,910,243	1,955,121	3,518,695	1,563,574	89.99%	536,945
Special Assmnts- CDD Collected	6,218	6,218	6,218	-	100.00%	6,218
Special Assmnts- Discounts	(156,410)	(78,204)	(122,211)	(44,007)	78.14%	(16,088)
Settlements	-	-	30,400	30,400	0.00%	30,400
Other Miscellaneous Revenues	400,000	33,333	10,523	(22,810)	2.63%	451
<b>TOTAL REVENUES</b>	<b>5,496,618</b>	<b>2,344,948</b>	<b>3,852,173</b>	<b>1,507,225</b>	<b>70.08%</b>	<b>639,200</b>
<b>EXPENDITURES</b>						
<b>Administration</b>						
P/R-Board of Supervisors	10,200	3,200	2,400	800	23.53%	600
FICA Taxes	780	244	168	76	21.54%	46
ProfServ-Arbitrage Rebate	1,200	-	-	-	0.00%	-
ProfServ-Dissemination Agent	2,000	2,000	2,000	-	100.00%	-
ProfServ-Engineering	24,000	8,000	15,251	(7,251)	63.55%	3,583
ProfServ-Legal Services	40,000	13,332	12,305	1,027	30.76%	4,783
ProfServ-Mgmt Consulting	100,494	33,498	33,498	-	33.33%	-
ProfServ-Property Appraiser	3,000	3,000	769	2,231	25.63%	-
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	1,168	2,759	(1,591)	78.83%	454
ProfServ-Incorporation Study Legal	20,000	700	7,103	(6,403)	35.52%	6,480
Auditing Services	5,000	-	-	-	0.00%	-
Communication - Telephone	10,000	3,332	1,271	2,061	12.71%	318
Postage and Freight	700	232	140	92	20.00%	32
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	1,268	48	1,220	1.26%	(48)
Legal Advertising	1,800	600	370	230	20.56%	68
Misc-Assessment Collection Cost	78,205	39,102	80,721	(41,619)	103.22%	10,417
Office Supplies	3,000	1,000	814	186	27.13%	522
Software	17,000	-	-	-	0.00%	-
Annual District Filing Fee	175	175	175	-	100.00%	-
<b>Total Administration</b>	<b>428,546</b>	<b>214,096</b>	<b>290,500</b>	<b>(76,404)</b>	<b>67.79%</b>	<b>2,643</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<b>Public Safety</b>						
Security Service - Sheriff	200,000	66,668	64,254	2,414	32.13%	28,713
<b>Total Public Safety</b>	<b>200,000</b>	<b>66,668</b>	<b>64,254</b>	<b>2,414</b>	<b>32.13%</b>	<b>28,713</b>
<b>Physical Environment</b>						
Contracts-Water Quality	22,000	7,332	-	7,332	0.00%	-
Contracts-Aquatic Control	146,832	48,944	45,954	2,990	31.30%	11,489
Contracts-Pest Control	249,029	83,008	83,010	(2)	33.33%	20,752
R&M-Wetland	1,000	332	-	332	0.00%	-
<b>Total Physical Environment</b>	<b>418,861</b>	<b>139,616</b>	<b>128,964</b>	<b>10,652</b>	<b>30.79%</b>	<b>32,241</b>
<b>Flood Control/Stormwater Mgmt</b>						
R&M-Canal Bank Restoration	100,000	33,332	-	33,332	0.00%	-
R&M-Stormwater System	30,000	10,000	15,335	(5,335)	51.12%	-
<b>Total Flood Control/Stormwater Mgmt</b>	<b>130,000</b>	<b>43,332</b>	<b>15,335</b>	<b>27,997</b>	<b>11.80%</b>	<b>-</b>
<b>Field</b>						
ProfServ-Field Management	1,142,883	380,961	380,961	-	33.33%	-
Contracts-Fountain	7,938	2,648	2,646	2	33.33%	662
Contracts-Mulch	117,638	39,212	71,798	(32,586)	61.03%	-
Contracts-Irrigation	96,696	32,232	32,232	-	33.33%	8,058
Contracts-Trees & Trimming	170,500	56,832	65,231	(8,399)	38.26%	-
Contracts-Shrub Maintenance	262,930	87,644	87,643	1	33.33%	21,911
Contracts-Annuals	16,380	5,460	1,385	4,075	8.46%	-
Contracts-General Site/ Trash and Debris	51,000	17,000	17,000	-	33.33%	4,250
Contracts-Ground/Turf/Tree/Maintenance	648,646	216,216	216,215	1	33.33%	54,054
Fuel, Gasoline and Oil	15,000	5,000	2,227	2,773	14.85%	553
Electricity - General	45,000	15,000	14,147	853	31.44%	(100)
Utility - Refuse Removal	18,000	6,000	5,325	675	29.58%	1,385
Rentals - General	3,000	1,000	410	590	13.67%	-
R&M-Aeration	25,000	8,332	1,925	6,407	7.70%	963
R&M-Boardwalks	25,000	8,332	11,222	(2,890)	44.89%	6,554
R&M-Common Area	60,000	20,000	10,488	9,512	17.48%	2,211
R&M-Equipment	20,000	6,668	4,057	2,611	20.29%	-
R&M-Fountain	10,000	3,332	2,719	613	27.19%	575
R&M-Other Landscape	200,000	66,668	118,670	(52,002)	59.34%	97,081
R&M-Irrigation	65,000	21,668	34,363	(12,695)	52.87%	8,680
R&M-Roads & Alleyways	18,000	6,000	3,500	2,500	19.44%	2,750
R&M-Sidewalks	200,000	66,668	95,859	(29,191)	47.93%	60,717
R&M-Pressure Washing	10,000	3,332	828	2,504	8.28%	142
R&M- Tree Removal/Replacement	90,000	30,000	25,348	4,652	28.16%	9,700
R&M-Fire Equipment	1,100	368	140	228	12.73%	-
R&M-Painting	10,000	3,332	513	2,819	5.13%	89
Misc-Contingency	15,000	5,000	197	4,803	1.31%	150
Building Op Costs	15,000	5,000	3,780	1,220	25.20%	394
<b>Total Field</b>	<b>3,359,711</b>	<b>1,119,905</b>	<b>1,210,829</b>	<b>(90,924)</b>	<b>36.04%</b>	<b>280,779</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<b>Capital Expenditures &amp; Projects</b>						
Capital Projects	191,500	1,105	154,783	(153,678)	80.83%	42,372
<b>Total Capital Expenditures &amp; Projects</b>	<b>191,500</b>	<b>1,105</b>	<b>154,783</b>	<b>(153,678)</b>	<b>80.83%</b>	<b>42,372</b>
<b>Road and Street Facilities</b>						
Electricity - Streetlights	175,000	58,332	63,137	(4,805)	36.08%	15,166
R&M-Road Cleaning	108,000	36,000	41,250	(5,250)	38.19%	8,250
R&M-Streetlights	120,000	40,000	83,974	(43,974)	69.98%	6,389
R&M-Signage/Radar Sign Maintenance	15,000	5,000	1,336	3,664	8.91%	141
<b>Total Road and Street Facilities</b>	<b>418,000</b>	<b>139,332</b>	<b>189,697</b>	<b>(50,365)</b>	<b>45.38%</b>	<b>29,946</b>
<b>Reserves</b>						
Reserves-Annual Contribution	-	-	-	-	0.00%	(115,886)
<b>Total Reserves</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>(115,886)</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>5,146,618</b>	<b>1,724,054</b>	<b>2,054,362</b>	<b>(330,308)</b>	<b>39.92%</b>	<b>300,808</b>
Excess (deficiency) of revenues Over (under) expenditures	350,000	620,894	1,797,811	1,176,917	513.66%	338,392
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfer to Reserve Fund	(350,000)	-	-	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(350,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ -	\$ 620,894	\$ 1,797,811	\$ 1,176,917	0.00%	\$ 338,392
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>3,173,308</b>	<b>3,173,308</b>	<b>3,173,308</b>			
<b>FUND BALANCE, ENDING</b>	<b>\$ 3,173,308</b>	<b>\$ 3,794,202</b>	<b>\$ 4,971,119</b>			

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>EXPENDITURES</b>						
<b>Annual Reserve Contributions</b>						
R&M - Paving	-	-	140,048	(140,048)	0.00%	140,048
Cap Outlay - Pump Station	-	-	34,570	(34,570)	0.00%	34,570
Reserves-Annual Contribution	350,000	174,618	-	174,618	0.00%	-
<b>Total Annual Reserve Contributions</b>	<b>350,000</b>	<b>174,618</b>	<b>174,618</b>	<b>-</b>	<b>49.89%</b>	<b>174,618</b>
<b>TOTAL EXPENDITURES</b>	<b>350,000</b>	<b>174,618</b>	<b>174,618</b>	<b>-</b>	<b>49.89%</b>	<b>174,618</b>
Excess (deficiency) of revenues Over (under) expenditures	(350,000)	(174,618)	(174,618)	-	49.89%	(174,618)
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfer In - Reserves	350,000	-	-	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>350,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ -	\$ (174,618)	\$ (174,618)	\$ -	0.00%	\$ (174,618)
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>2,613,622</b>	<b>2,613,622</b>	<b>2,613,622</b>			
<b>FUND BALANCE, ENDING</b>	<b>\$ 2,613,622</b>	<b>\$ 2,439,004</b>	<b>\$ 2,439,004</b>			

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ 4,000	\$ 1,332	\$ 9,342	\$ 8,010	233.55%	\$ 2,245
Special Assmnts- Tax Collector	424,665	212,334	382,141	169,807	89.99%	46,164
Special Assmnts- Discounts	(16,987)	(8,493)	(13,272)	(4,779)	78.13%	(1,315)
<b>TOTAL REVENUES</b>	<b>411,678</b>	<b>205,173</b>	<b>378,211</b>	<b>173,038</b>	<b>91.87%</b>	<b>47,094</b>
<b>EXPENDITURES</b>						
<b>Administration</b>						
Misc-Assessment Collection Cost	8,493	4,248	8,767	(4,519)	103.23%	845
<b>Total Administration</b>	<b>8,493</b>	<b>4,248</b>	<b>8,767</b>	<b>(4,519)</b>	<b>103.23%</b>	<b>845</b>
<b>Debt Service</b>						
Debt Retirement Series A	235,000	-	-	-	0.00%	-
Interest Expense Series A	161,431	80,716	80,591	125	49.92%	-
<b>Total Debt Service</b>	<b>396,431</b>	<b>80,716</b>	<b>80,591</b>	<b>125</b>	<b>20.33%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>404,924</b>	<b>84,964</b>	<b>89,358</b>	<b>(4,394)</b>	<b>22.07%</b>	<b>845</b>
Excess (deficiency) of revenues Over (under) expenditures	6,754	120,209	288,853	168,644	n/a	46,249
<b>OTHER FINANCING SOURCES (USES)</b>						
Contribution to (Use of) Fund Balance	6,754	-	-	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>6,754</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 6,754	\$ 120,209	\$ 288,853	\$ 168,644	n/a	\$ 46,249
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>602,056</b>	<b>602,056</b>	<b>602,056</b>			
<b>FUND BALANCE, ENDING</b>	<b>\$ 608,810</b>	<b>\$ 722,265</b>	<b>\$ 890,909</b>			

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ -	\$ 5,007	\$ 5,007	0.00%	\$ 1,008
Special Assmnts- Tax Collector	440,598	220,299	396,479	176,180	89.99%	72,652
Special Assmnts- Discounts	(17,624)	(8,811)	(13,770)	(4,959)	78.13%	(2,245)
<b>TOTAL REVENUES</b>	<b>422,974</b>	<b>211,488</b>	<b>387,716</b>	<b>176,228</b>	<b>91.66%</b>	<b>71,415</b>
<b>EXPENDITURES</b>						
<b>Administration</b>						
Misc-Assessment Collection Cost	8,812	4,407	9,095	(4,688)	103.21%	1,460
<b>Total Administration</b>	<b>8,812</b>	<b>4,407</b>	<b>9,095</b>	<b>(4,688)</b>	<b>103.21%</b>	<b>1,460</b>
<b>Debt Service</b>						
Debt Retirement Series A	165,000	-	-	-	0.00%	-
Interest Expense Series A	247,306	123,653	123,653	-	50.00%	-
<b>Total Debt Service</b>	<b>412,306</b>	<b>123,653</b>	<b>123,653</b>	<b>-</b>	<b>29.99%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>421,118</b>	<b>128,060</b>	<b>132,748</b>	<b>(4,688)</b>	<b>31.52%</b>	<b>1,460</b>
Excess (deficiency) of revenues Over (under) expenditures	1,856	83,428	254,968	171,540	n/a	69,955
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating Transfers-Out	-	-	(3,683)	(3,683)	0.00%	(929)
Contribution to (Use of) Fund Balance	1,856	-	-	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>1,856</b>	<b>-</b>	<b>(3,683)</b>	<b>(3,683)</b>	<b>n/a</b>	<b>(929)</b>
Net change in fund balance	\$ 1,856	\$ 83,428	\$ 251,285	\$ 167,857	n/a	\$ 69,026
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>343,996</b>	<b>343,996</b>	<b>343,996</b>			
<b>FUND BALANCE, ENDING</b>	<b>\$ 345,852</b>	<b>\$ 427,424</b>	<b>\$ 595,281</b>			



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ -	\$ 197	\$ 197	0.00%	\$ 53
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>197</b>	<b>197</b>	<b>0.00%</b>	<b>53</b>
<b>EXPENDITURES</b>						
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>Reserves</b>						
<b>Total Reserves</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	197	197	0.00%	53
Net change in fund balance	\$ -	\$ -	\$ 197	\$ 197	0.00%	\$ 53
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>-</b>	<b>-</b>	<b>116,087</b>			
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 116,284</b>			

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ -	\$ 790	\$ 790	0.00%	\$ 207
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>790</b>	<b>790</b>	<b>0.00%</b>	<b>207</b>
<b>EXPENDITURES</b>						
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>Reserves</b>						
Total Reserves	-	-	-	-	0.00%	-
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	790	790	0.00%	207
<b>OTHER FINANCING SOURCES (USES)</b>						
Interfund Transfer - In	-	-	3,683	3,683	0.00%	929
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>3,683</b>	<b>3,683</b>	<b>0.00%</b>	<b>929</b>
Net change in fund balance	\$ -	\$ -	\$ 4,473	\$ 4,473	0.00%	\$ 1,136
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>-</b>	<b>-</b>	<b>42,812</b>			
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 47,285</b>			

**Notes to the Financial Statements**  
**January 31, 2024**

**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**  
**January 31, 2024**

**Financial Overview / Highlights**

► Total general fund expenditures budget target is 33.33% and is approximately 41% compared to the adopted budget.

**Variance Analysis**

**Revenues (General Fund)**

<b>Account Name</b>	<b>Adopted Budget</b>	<b>YTD Actual</b>	<b>% of Budget</b>	<b>Explanation</b>
Settlements	\$0	(\$30,400)	0%	State of FI Emergency Mgmt
Other Miscellaneous Revenues	(\$400,000)	(\$10,523)	3%	M Family Foundation \$3,000; 5K Pink on Parade 2023 \$1,000; Prior year void check \$1,079; Teak Benches \$4,990; Shelby Pickett benches \$450; sales tax allowance credits \$4

**Expenditures (General Fund)**

<b>Account Name</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>% of Budget</b>	<b>Explanation</b>
<b><u>Administration</u></b>				
Proserv-Engineering	\$24,000	\$15,251	64%	Hanson, Walter fees thru December 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	\$2,759	79%	Sunshine Communication to-date
Insurance - General Liability	\$68,149	\$95,948	141%	EGIS Insurance Advisors LLC
<b><u>Public Safety</u></b>				
Security Service - Sheriff	\$200,000	\$64,254	32%	Osceola Sheriff thru Jan 2024
<b><u>Physical Environment</u></b>				
Contracts-Water Quality	\$22,000	\$0	0%	Contractual account use as needed
Contracts-Aquatic Control	\$146,832	\$45,954	31%	Budget \$12,236 per month, actual \$11,488.50 per month
<b><u>Flood Control/Stormwater Mgmt</u></b>				
R&M-Stormwater System	\$30,000	\$15,335	51%	All Florida Septic storm water system \$5,675; Sunbelt Metal aluminum grates \$9,660
<b><u>Field</u></b>				
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

**Notes to the Financial Statements  
January 31, 2024**

<b>Account Name</b>	<b>Adopted Budget</b>	<b>YTD Actual</b>	<b>% of Budget</b>	<b>Explanation</b>
<b><u>Field</u></b>				
R&M-Boardwalks	\$25,000	\$11,222	45%	Boardwalk repairs to-date
R&M-Other Landscape	\$200,000	\$118,670	59%	Landscape related including Benchmark Landscaping LLC job on Celebration Ave golf park \$96,320
R&M-Irrigation	\$65,000	\$34,363	53%	Irrigation repairs/supplies to-date
R&M-Sidewalks	\$200,000	\$95,859	48%	Expenditures to-date
<b><u>Capital Expenditures &amp; Projects</u></b>				
Capital Outlay	\$191,500	\$154,783	81%	See schedule of financials
<b><u>Road and Street Facilities</u></b>				
Electricity - Streetlights	\$175,000	\$63,137	36%	Duke Energy to-date
R&M-Road Cleaning	\$108,000	\$41,250	38%	USA Seal & Swipe to-date
R&M-Streetlights	\$120,000	\$83,974	70%	Sesco Lighting, Sternberg \$67,575 and other supplies
<b><u>Reserves</u></b>				
Reserves-Annual Contribution	\$350,000	\$174,618	50%	Alley Ways West asphalt paving work \$48,816; Artisan Park \$91,232; bypass pump \$34,570

# **CELEBRATION**

Community Development District

## **Supporting Schedules**

**January 31, 2024**

**Non-Ad Valorem Special Assessments  
Osceola County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2024**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocated by Fund		
					General Fund	Series 2013A Debt Service Fund	Series 2021 Debt Service Fund
<b>ASSESSMENTS LEVIED</b>				\$ 4,775,506	\$ 3,910,243	\$ 424,665	\$ 440,598
Allocation %				100%	82%	8.89%	9%
<b>Real Estate Installment</b>							
11/10/23	\$ 32,870	\$ 671	\$ 1,757	\$ 35,297	\$ 28,902	\$ 3,139	\$ 3,257
12/11/23	1,401	15	29	1,445	1,183	129	133
01/10/24	17,086	514	349	17,949	14,697	1,596	1,656
<b>Real Estate Current</b>							
11/24/23	671,897	13,712	28,566	714,175	584,775	63,508	65,891
12/11/23	2,588,369	110,047	52,824	2,751,240	2,252,749	244,656	253,835
12/22/23	131,552	5,160	2,685	139,397	114,140	12,396	12,861
01/10/24	606,305	19,134	12,374	637,813	522,249	56,718	58,846
<b>TOTAL</b>	\$ 4,049,479	\$ 149,254	\$ 98,583	\$ 4,297,316	\$ 3,518,695	\$ 382,141	\$ 396,480
<b>% COLLECTED</b>				90%	90%	90%	90%
<b>TOTAL OUTSTANDING</b>				\$ 478,191	\$ 391,548	\$ 42,523	\$ 44,119

**Cash and Investment Report**  
January 31, 2024

<u>Investment Type</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<b><u>General Fund</u></b>				
Demand Deposit Account	SouthState Bank	n/a	0.00%	\$744,655 (1)
Government Interest	Valley National Bank	n/a	5.25%	2,920,018
			<b>Subtotal</b>	<u>3,664,673</u>
Certificate of Deposit (12 months)	Valley National Bank	8/16/2024	5.47%	750,000
Certificate of Deposit (6 months)	Valley National Bank	2/16/2024	5.42%	750,000
			<b>Subtotal</b>	<u>1,500,000</u>
Public Funds MMA Variance Account	BankUnited	n/a	5.25%	630,369
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
			<b>Subtotal</b>	<u>2,691,536</u>
			<b>GF Subtotal</b>	<u><b>\$8,486,577</b></u>

<b>Debt Service and Capital Projects Funds</b>
--

<u>Investment Type</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<b><u>Debit Service and Capital Project Funds</u></b>				
<b>Series 2013A</b>				
First American Government Obligation Fund	US Bank, Prepayment Fund	n/a	4.95%	255
First American Government Obligation Fund	US Bank, Reserve Fund	n/a	4.95%	196,688
First American Government Obligation Fund	US Bank, Revenue Fund	n/a	4.95%	649,963
<b>Series 2021</b>				
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%	319,253
			<b>Subtotal</b>	<u>1,373,239</u>
Business Money Market Checking	SouthState Bank	n/a	0.50%	116,272
			<b>Subtotal</b>	<u>116,272</u>
<b>Series 2021</b>				
US Bank Nat'l Association Commercial Paper	US Bank, Construction Fund	n/a	5.25%	47,285
			<b>Total</b>	<u><b>\$10,023,374</b></u>

**Note**

(1) In February, \$112,951 was transferred to U.S. Bank trust accounts; and \$630,000 to BankUnited MMA



**Capital Projects**  
January 31, 2024

<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	96,572	3,428
Streetlight Painting (2)	40,000	39,191	809
Utility Vehicle	12,000	-	12,000
Rails(East Lawn Bridge) (3)	-	19,020	-
<b>Total Capital Projects</b>	<b>\$ 191,500</b>	<b>\$ 154,783</b>	<b>\$ 43,737</b>

- (1) Westminster Teak, teak bench \$2,306
- (1) Country Casual Teak \$94,266
- (2) PPG Architectural Finishes & RSP Painting LLC \$1,105
- (2) RSP Painting, LLC \$38,086
- (3) Nash Construction

**Right-of-Way Fees Electricity**  
January 31, 2024

<b>Posting Date</b>	<b>Payment Month</b>	<b>Amount \$</b>
10/31/2023	October	\$ 91,960.28
11/30/2023	November	78,608.14
12/31/2023	December	73,114.91
1/31/2024	January	70,000.00
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	-
<b>Total</b>		<b>\$ 313,683.33</b>

Note: Jan will be received in mid Feb

# 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)
ACH		01/01/24	Vendor	DUKE ENERGY-ACH	122623 ACH	BILL PRD 11/28-12/22/23	Due To Other Districts	206500	(\$14,015.71)
JE	ACCRUAL	1/31/24	Vendor	DUKE ENERGY-ACH	ACCRUAL	BILL PRD JAN 2024	Due To Other Districts	206500	(\$14,000.00)
								<b>DUE TO OTHER DISTRICTS A/C #206500</b>	<b>(\$139,614.74)</b>

# **Section 7**

## **Business Matters**

# **Subsection 7B**

## ***Celebration News Article***

## **Celebration Community Development District From the Board of Supervisors**

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### **My Celebration FL App**

The Celebration CDD is excited to announce the rollout of a new application for residents to electronically report issues noticed or encountered in the community. [My Celebration FL](#) is available for download now on the Apple App Store or Google Play for easy use on a smartphone device, or can be accessed on the CCDD website at <https://www.celebrationcdd.org/report-an-issue>. In addition to issue submission and tracking, the app front page contains links to the CCDD, CROA, and ECDD/Water Utility homepages as well as contact phone numbers for several service providers. Credentials used previously on CeleService will not migrate over automatically, so new user registration is required, and there is no charge to download or operate the app.

Reporting is as simple as selecting “START REQUEST” upon opening the app and is organized into several categories to provide the most efficient response. Once selected, users may add or take a picture of the issue or enter a location. The embedded map knows the limits of the community, and can use phone GPS location or a full address for accurate reporting. Contact information auto populates once the request is submitted so no further action is needed. Users can track the status of each issue and will receive automated email and push notifications as a request is worked toward a resolution.

The application is developed and maintained by GOGovApps, a citizen request management and code enforcement software company founded in 2004 and serving 175 municipalities with over 2 million total users.



*Celebration CDD Board of Supervisors*

# **Subsection 7C**

## **Construction Use Applications from Duke Energy**

**713 Eastlawn Drive**



## 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 09/09/2024 TIMES Start: 7:30am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Relocation of existing switchgear to bring closer to road for accessibility. Crew to open switchgear to perform re-phasing on our system.

How does the construction benefit the constituents of the CCDD? By performing load balancing it ensure that customers recieve more reliable power with less outages.

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): Sidewalk detour will be necessary, please see attached.

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

All existing utilities within the utility easement will be located prior to any digging.

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

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: 2 bucket trucks and 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: 2/2/2024

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](mailto: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: 2/2/2024

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.

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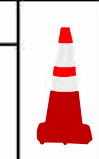
**Applicant agrees to abide by all requirements and stipulations as noted above:**

Signature: Migdalia Concepcion

Date: 2/2/2024

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 K147204  
 R - PME-4  
 R - 150 AMP (B)  
 R - 150 AMP (C)  
 TREE TRIMMING

**P3**  
 FIELD TAG UNK  
 NEW TAG 8993240  
 R - 30"X48"X24" PULLBOX  
 I - PME-9  
 I - 150 AMP (A)  
 I - 150 AMP (C)  
 I - 600 AMP SWITCH (ABC) N.C.  
 I - 600 AMP SWITCH (ABC) N.C.  
 DEF 28.01-118  
 TREE TRIMMING

**S1 - 20'**  
 R - 1000 AL (ABC)

**COUNTY NOTIFICATION**  
 NOTIFY COUNTY INSPECTOR EVERY MORNING YOU WORK ON THE PROJECT  
 CHRIS LARSEN (407) 962-8624

**911 ADDRESS**  
 713 EASTLAWN DR,  
 KISSIMMEE, FL 34747

**DE PROJECT MANAGER**  
 ANNA VISNIC  
 407-415-7897  
**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

**OUTAGE REQUIRED AT THE FOLLOWING XFMRS (C PHASE):**  
 PMTX: 6183421  
 PMTX: 6183420  
 PMTX: 6183419  
 PMTX: 6183418  
 PMTX: 6183417  
 PMTX: 6183416  
 PMTX: 6183416 N.O.

**OUTAGE REQUIRED AT THE FOLLOWING XFMRS (B PHASE):**  
 PMTX: 6183410  
 PMTX: 6183409  
 PMTX: 6183408  
 PMTX: 6183407  
 PMTX: 6183406  
 PMTX: 6183405 N.O.

**SCOPE OF WORK**  
 P1 GPS: 28.3124362, -81.5458161  
 -REPLACE SWITCHGEAR PME-4 WITH NEW PME-9 (P1)  
 -REPHASE TAP STARTING AT FUSE K147204-3B FROM B PHASE TO A PHASE  
 -REPHASE TAP STARTING AT FUSE K120582-3 FROM B PHASE TO A PHASE

BAY1  
 E - 1000 AL UG (ABC)

BAY 3  
 E - 1/0 AL (BC)

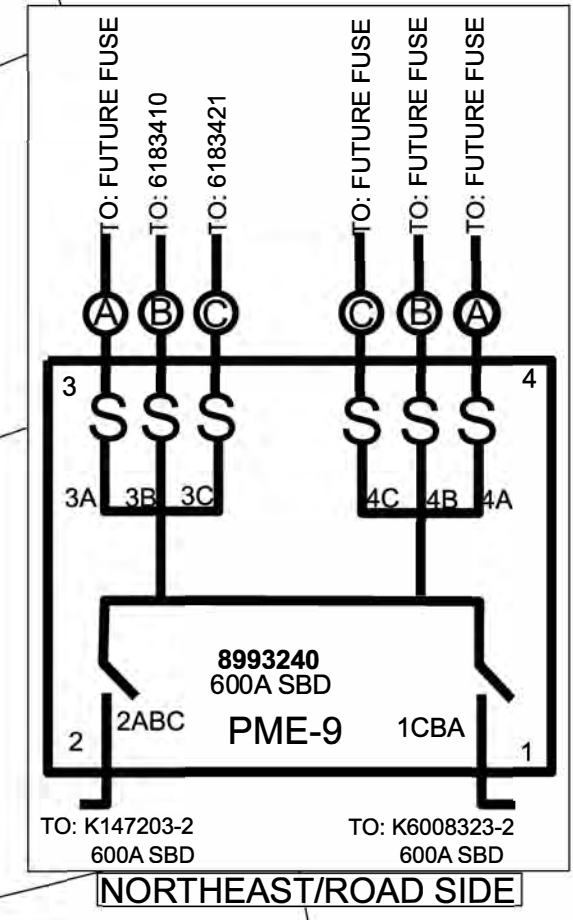
BAY2  
 E - 1000 AL UG (ABC)

713

715

EASTLAWN DR

TOWHEE CT



**CONSTRUCTION NOTES**  
 -ALL POINTS ACCESSIBLE  
 -MOT REQUIRED: P1  
 -TREE TRIMMING REQUIRED  
 -INSTALL SWITCHGEAR OVER THE PULLBOX LOCATION. LINE UP BAY 2 WITH PULLBOX AND SPLICE INTO WIRE GOING SOUTH. BAY 1 SPLICE INTO THE 1000 AL PRIMARY COMING INTO THE PULLBOX FROM THE NORTH. BAY 3 WILL CUT INTO THE EXISTING B AND C PHASE 1/0 PRIMARY GOING SOUTH.

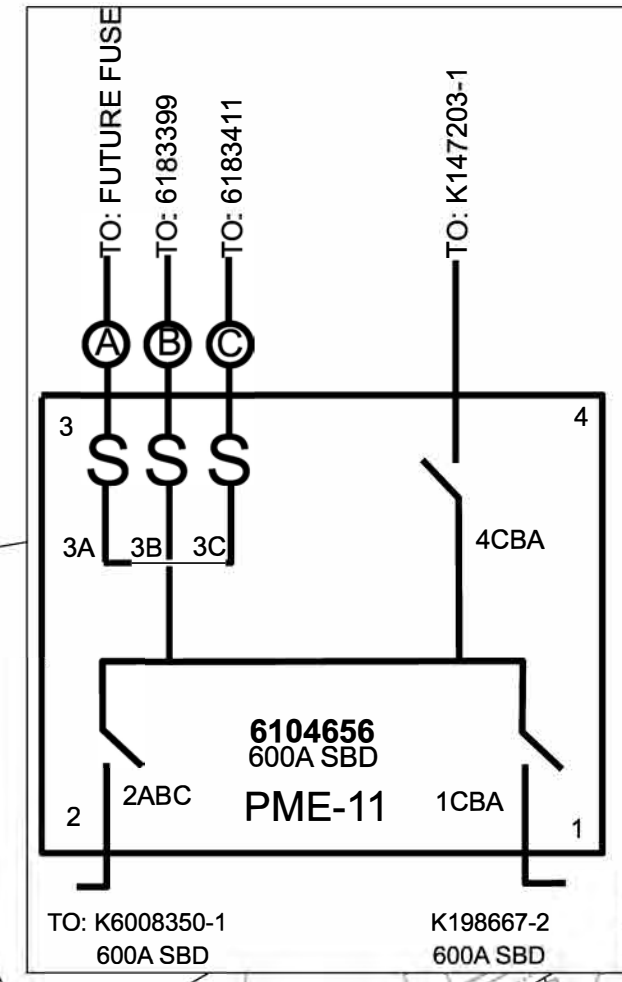
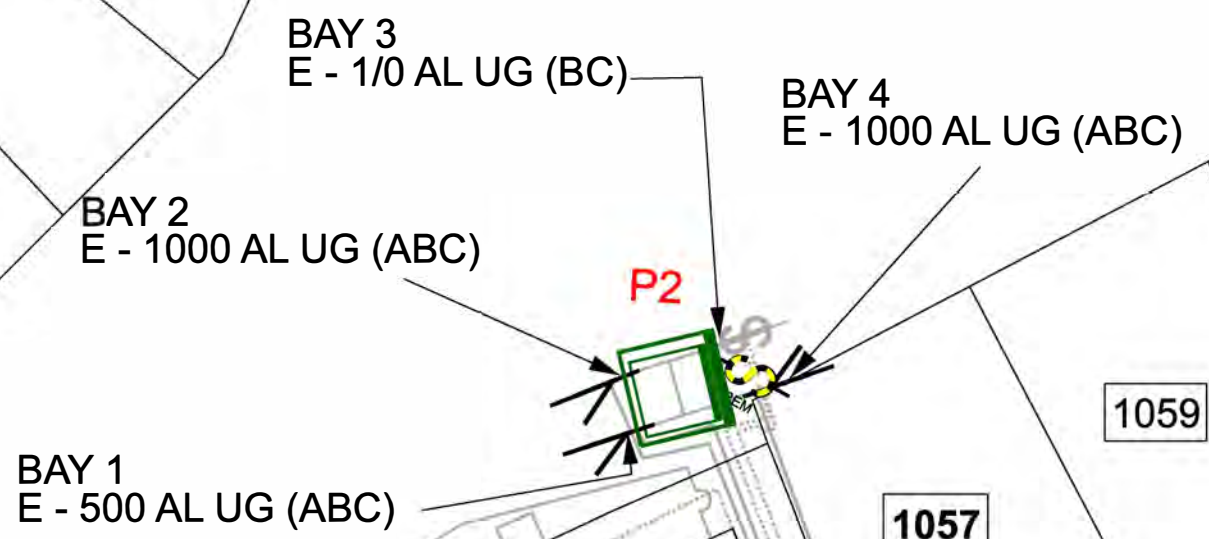
Work Order Number	51230756
Customer/Contact	
Contact Phone	
Job Site Address	713 Eastlawn Dr
City	CELEBRATION
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K2706
Primary Voltage	12.47/7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	CELEBRATION CDD
Permit Type/No. 3	
Revision Date	2-2-2024



**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.**

**P2**  
 FIELD TAG K120582  
 NEW TAG 6104656  
 E - PME-11  
 E - 600 AMP SWITCH (ABC)  
 E - 600 AMP SWITCH (ABC)  
 E - 600 AMP SWITCH (ABC)  
 R - 150 AMP (B)  
 I - 150 AMP (A)

**911 ADDRESS**  
 1057 NASH DR,  
 KISSIMMEE, FL 34747



**DE PROJECT MANAGER**  
 ANNA VISNIC  
 407-415-7897  
**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

**SCOPE OF WORK**  
 P2 GPS: 28.3066645, -81.8499317  
 -REPLACE SWITCHGEAR PME-4 WITH NEW PME-9 (P1)  
 -REPHASE TAP STARTING AT FUSE K147204-3B FROM B PHASE TO A PHASE  
 -REPHASE TAP STARTING AT FUSE K120582-3 FROM B PHASE TO A PHASE

**CONSTRUCTION NOTES**  
 -ALL POINTS ACCESSIBLE  
 -MOT REQUIRED: P2

Work Order Number	51230756
Customer/Contact	
Contact Phone	
Job Site Address	713 Eastlawn Dr
City	CELEBRATION
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
Permit Type/No.	CELEBRATION CDD
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	2-2-24

**EXISTING SWITCHGEAR  
TO BE MOVED CLOSER  
TO SIDEWALK WHERE  
EXISTING PULLBOX IS.  
APPROX. ~1FT. EAST**



**SIDEWALK CLOSURE  
WHILE CONSTRUCTION  
IS TAKING PLACE.**



**901 Jasmine 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 09/09/2024 TIMES Start: 7:00am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted capacitor bank, installation of primary enclosure, replacement of 1 switchgear, and bore across Campus St. Underground directional bore will be made from new equipment to existing pullbox. New equipment to be installed within FPC easement and Celebration CDD owned property. New equipment will not interfere with golf course.  
How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more reliable power to customers. The replacement of equipment will also help with longevity.

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. 7 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): No sidewalk detour will be necessary.

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

All existing utilities within the utility easement will be located prior to any digging.

Setup will begin at said area(s) at approximately (time) 6:45am and will be completed at (time) 4:30pm

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: 4 bucket trucks, a bore rig, and pickup trucks. Equipment will be a cable reel to install approx. 570' of underground cable. New device is approx. 64" length by 60" width. Replaced switchgear to have same footprint as existing one. Cable to be directionally bored in conduit.

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: 2/1/2024

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](mailto: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: 2/1/2024

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.

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

Signature: Migdalia Concepcion

Date: 2/1/2024

Print Name: Migdalia Concepcion

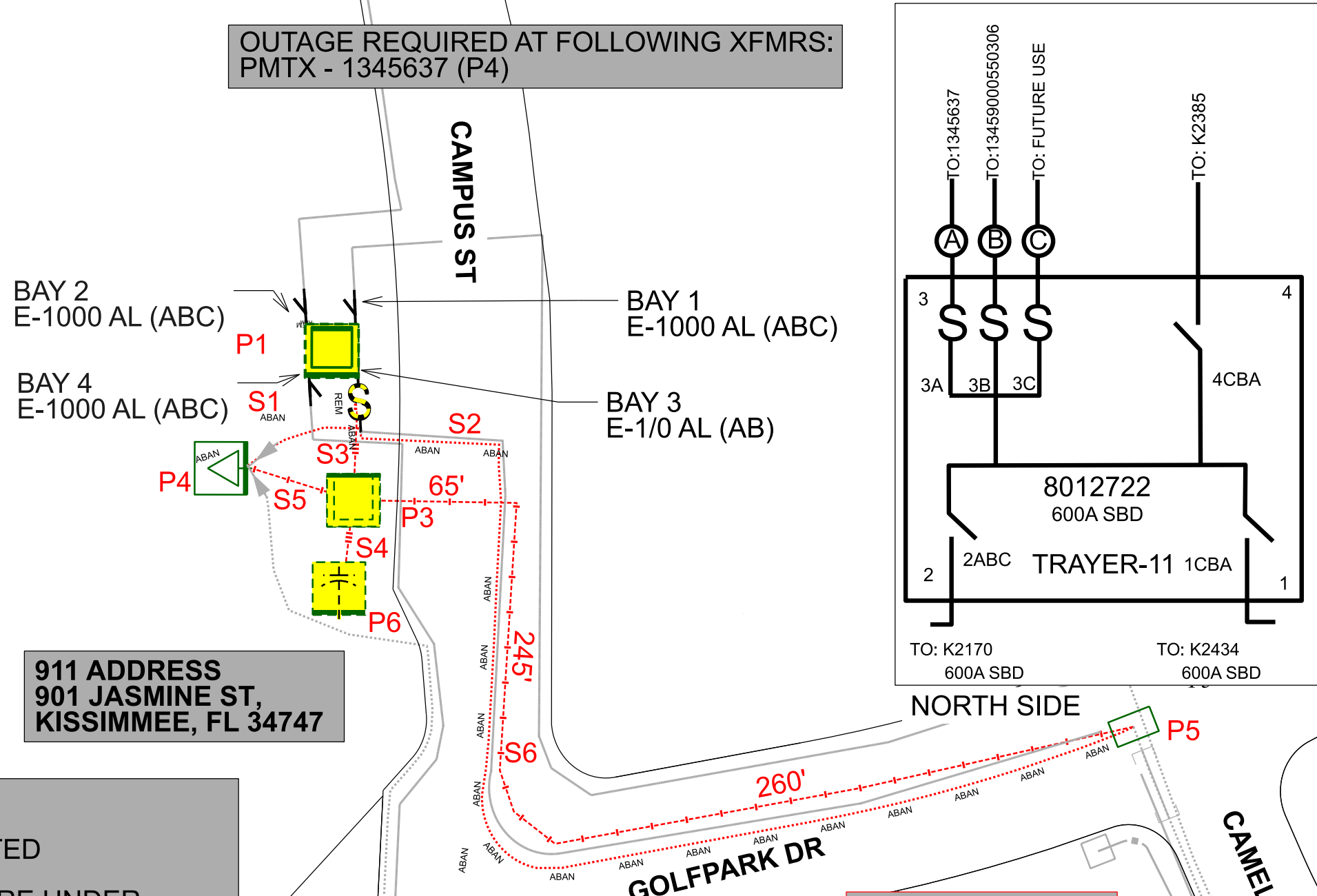
Title: Duke Energy Engineer



**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 8012722  
R - TRAYER-11  
R - 80 AMP (AB)  
I - PME-11  
I - 80 AMP (ABC)
- P3**  
NEW TAG 8991603  
I - 4 WAY PRI ENCLOSURE
- P4**  
FIELD TAG 1345637  
GIS TAG 13456370550654  
E - 25 KVA UG (A) 120/240V
- P5**  
GIS TAG 8577845  
E - 24X36" PULLBOX (B)
- P6**  
NEW TAG 8985138  
I - 1200 KVAR CAP UG (ABC)  
PAD MOUNTED CAPACITOR

**OUTAGE REQUIRED AT FOLLOWING XFMRS:  
PMTX - 1345637 (P4)**



**911 ADDRESS  
901 JASMINE ST,  
KISSIMMEE, FL 34747**

**AVIAN AREA**

**DE PROJECT MANAGER  
CRAIG AVERY  
515-777-0261**

**DE ASSET DESIGN  
MIGDALIA CONCEPCION  
689-444-8598**

**SCOPE OF WORK**  
P1 GPS: 28.323997, -81.547271  
-INSTALL 1200 KVAR PAD MOUNTED CAPACITOR BANK  
-ADD 4-WAY PRIMARY ENCLOSURE UNDER FUSE BAY 3 TO TIE IN EQUIPMENT  
-INSTALL 605' OF 1/0 AL UG CONDUCTOR TO NEW EQUIPMENT

**CONSTRUCTION NOTES**  
-ALL POINTS ACCESSIBLE  
-MOT REQUIRED: P5  
-HAND DIGGING: S3, S4, AND S5  
-COMPLETE CONSTRUCTION BEFORE WO 51230990  
-BEAUTIFICATION IS REQUIRED AFTER WORK IS DONE

**S1 - 10'  
RFS - 2 AL UG (A)**

**S2 - 550'  
RFS - 1/0 AL UG (B)**

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

**S4 - 10'  
I - 1/0 AL UG (ABC)  
I - 4" PVC  
TRENCH**

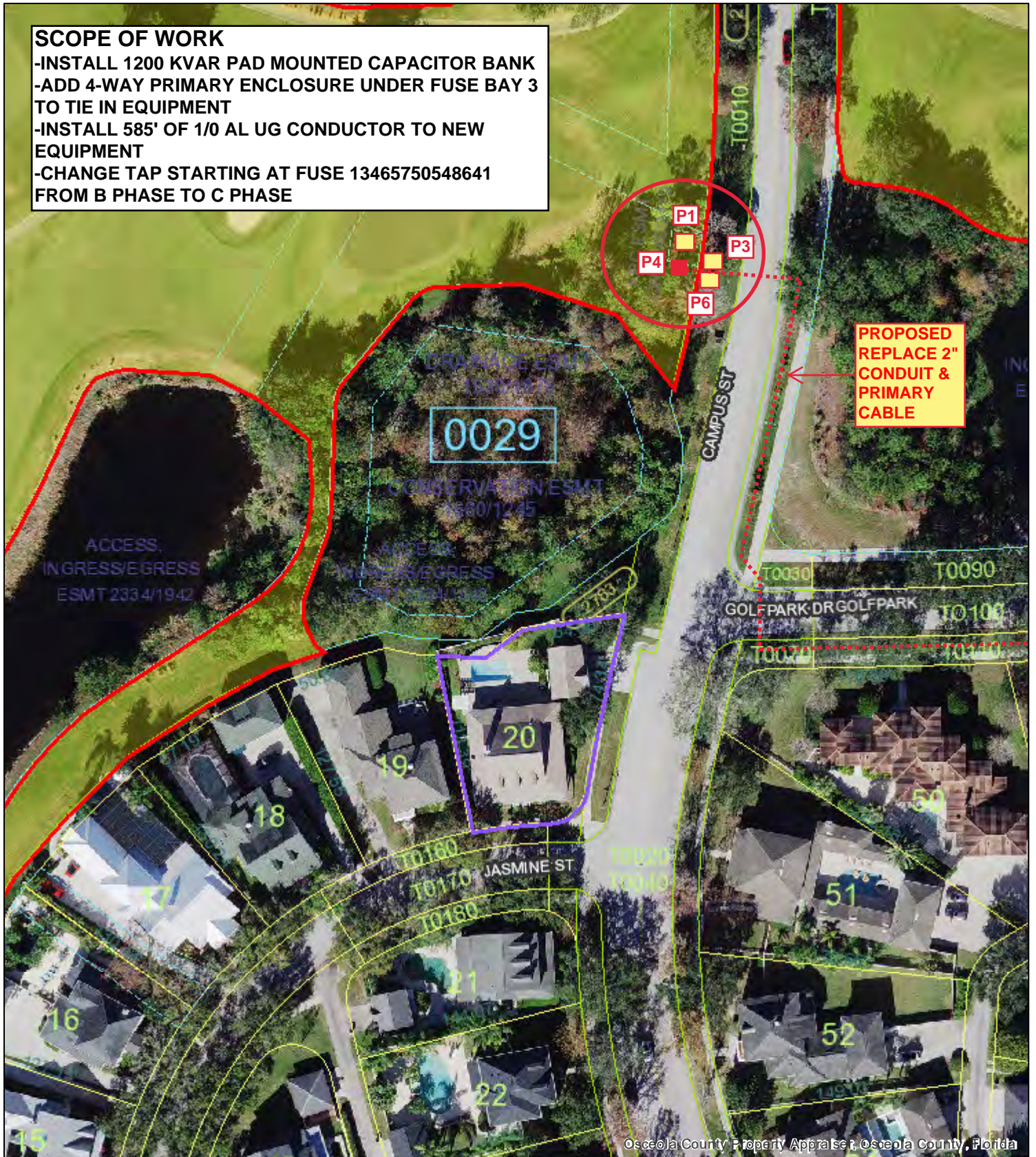
**S5 - 15'  
I - 1/0 AL UG (A)  
I - 2" PVC  
TRENCH**

**S6 - 570'  
I - 1/0 AL UG (B)  
I - 2" FLEX  
TRENCHLESS**

Work Order Number	51231352
Customer/Contact	
Contact Phone	
Job Site Address	901 JASMINE ST
City	KISSIMMEE
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K2703
Primary Voltage	12.47/7.2KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	CELEBRATION CDD
Permit Type/No. 3	
Revision Date	12/28/2023

**SCOPE OF WORK**

- INSTALL 1200 KVAR PAD MOUNTED CAPACITOR BANK
- ADD 4-WAY PRIMARY ENCLOSURE UNDER FUSE BAY 3 TO TIE IN EQUIPMENT
- INSTALL 585' OF 1/0 AL UG CONDUCTOR TO NEW EQUIPMENT
- CHANGE TAP STARTING AT FUSE 13465750548641 FROM B PHASE TO C PHASE

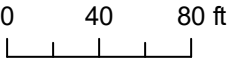


Osceola County Property Appraiser, Osceola County, Florida

**51231352 SCOPE OF WORK**

CELEBRATION CDD PROPERTY

Date Generated: 2/1/2024



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

# **400 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 06/10/2024 TIMES Start: 7:30am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted recloser  
and replacement of existing switchgear.

How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more  
reliable power to customers. The replacement of equipment will also help with longevity.

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. 6 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: \_\_\_\_\_

All existing utilities within the utility easement will be located prior to any digging.

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

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: 3 bucket trucks and pickup trucks.

New device is approx. 23" length by 29" height by 16" width. Switchgear to be replaced with same footprint.

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: 2/13/2024

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.
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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](mailto: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: 2/13/2024

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 Concepcion

Date: 2/13/2024

Print Name: Migdalia Concepcion

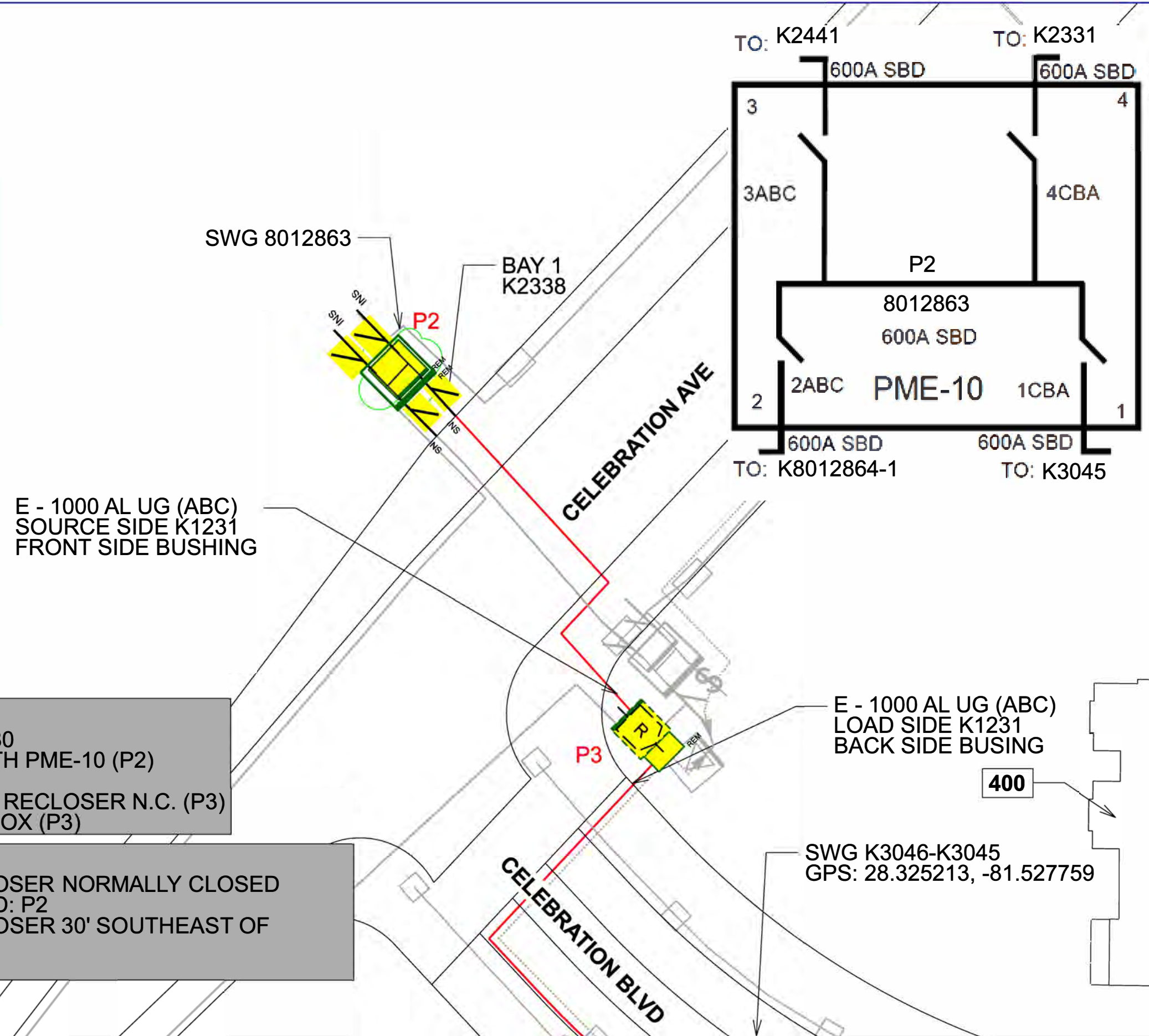
Title: Duke Energy Engineer



**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.**

**P2**  
 FIELD TAG 8012863  
 R-PMH-10  
 I-PME-10  
 DEF 28.01-120  
 TREE TRIMMING

**P3**  
 NEW TAG 8988661  
 R-PULLBOX (ABC)  
 I - 800A VIPER-ST (ABC) N.C.  
 I - 77 X 75 24" PAD  
 DEF 28.15-101



**911 ADDRESS**  
 400 CELEBRATION BLVD,  
 CELEBRATION, FL 34747

**AVIAN AREA**

**DE PROJECT MANAGER**  
 ANNA VISNIC  
 407-415-7897

**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

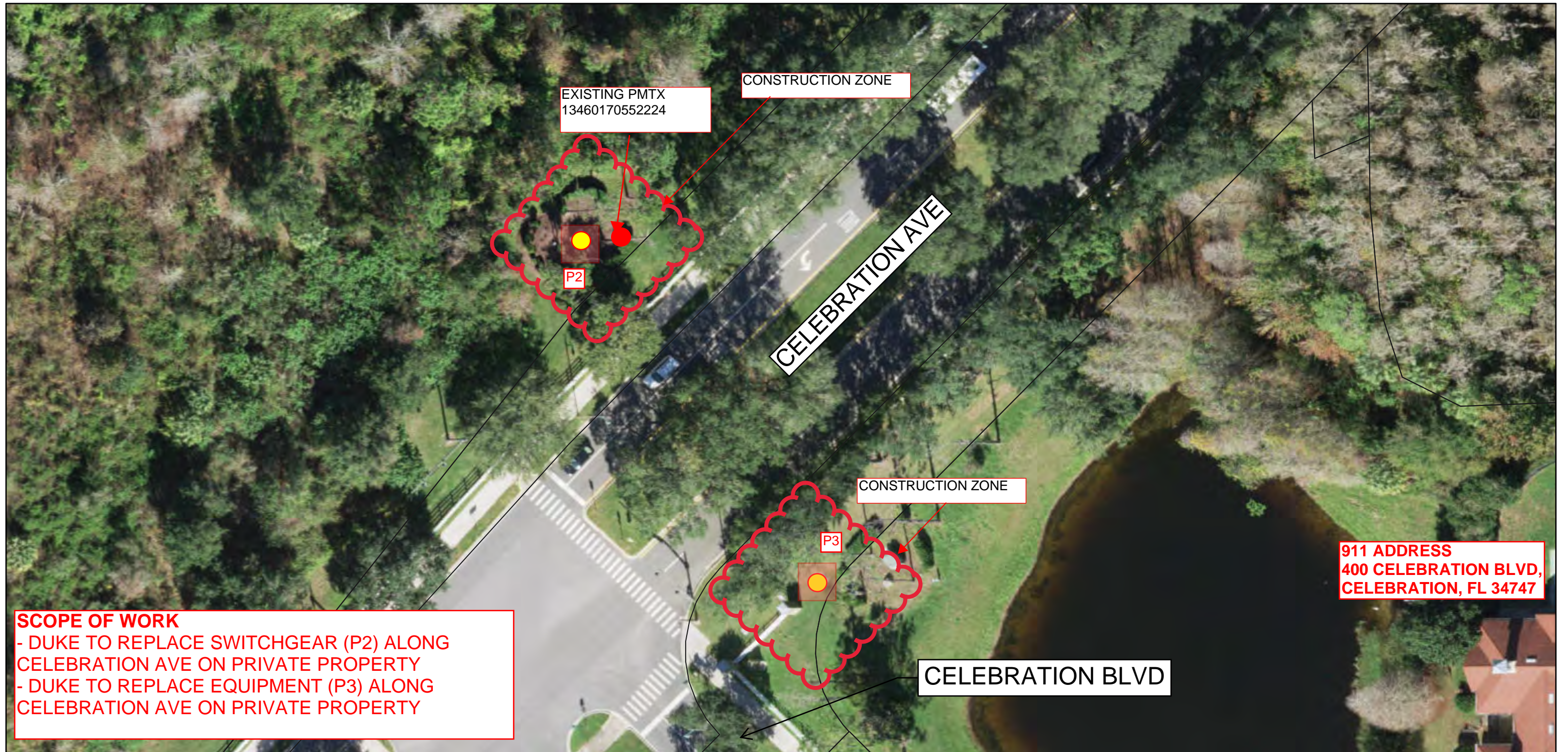
**SCOPE OF WORK**  
 P2 GPS: 28.324992, -81.532780  
 - REPLACE SWG PMH-10 WITH PME-10 (P2)  
 - REMOVE PULLBOX (P3)  
 - INSTALL PADMOUNT VIPER RECLOSER N.C. (P3)  
 - INSTALL 10' FG CONTROL BOX (P3)

**CONSTRUCTION NOTES**  
 - INSTALL PADMOUNT RECLOSER NORMALLY CLOSED  
 - TREE TRIMMING REQUIRED: P2  
 - INSTALL PADMOUNT RECLOSER 30' SOUTHEAST OF SWITCHGEAR 8012863  
 - MOT REQUIRED: P2, P3

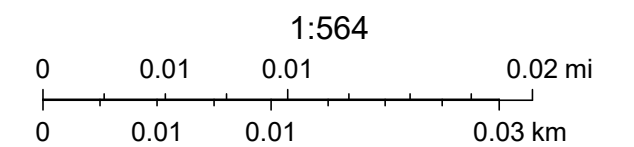
E - 1000 AL UG (ABC)  
 LOAD SIDE K1231  
 BACK SIDE BUSING

SWG K3046-K3045  
 GPS: 28.325213, -81.527759

Work Order Number	51232 589
Customer/Contact	
Contact Phone	
Job Site Address	400 CELEBRATION BLVD
City	CELEBRATION
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	(407) 243-3914
Circuit ID	K1231
Primary Voltage	12.47/7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	CELEBRATION CDD
Permit Type/No. 3	
Revision Date	02-07-24



12/4/2023, 11:51:33 AM



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

# **231 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 08/05/2024 TIMES Start: 7:30am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted recloser  
and replacement of existing switchgear.

How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more  
reliable power to customers. The replacement of equipment will also help with longevity.

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. 5 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: \_\_\_\_\_

All existing utilities within the utility easement will be located prior to any digging.

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

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: 2 bucket trucks and pickup trucks.

New device is approx. 23" length by 29" height by 16" width. Switchgear to be replaced with same footprint.

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: 2/14/2024

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*;
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- 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](mailto: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: 2/14/2024

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.
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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.

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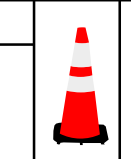
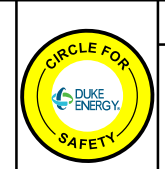
**Applicant agrees to abide by all requirements and stipulations as noted above:**

Signature: Migdalia Concepcion

Date: 2/14/2024

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**  
 NEW TAG 8988111  
 I - 800A VIPER-ST (ABC) N.C.  
 I - 77 X 75 X 24" PAD  
 DEF 28.15-101

**911 ADDRESS**  
 218 EASTPARK DR,  
 KISSIMMEE, FL 34747

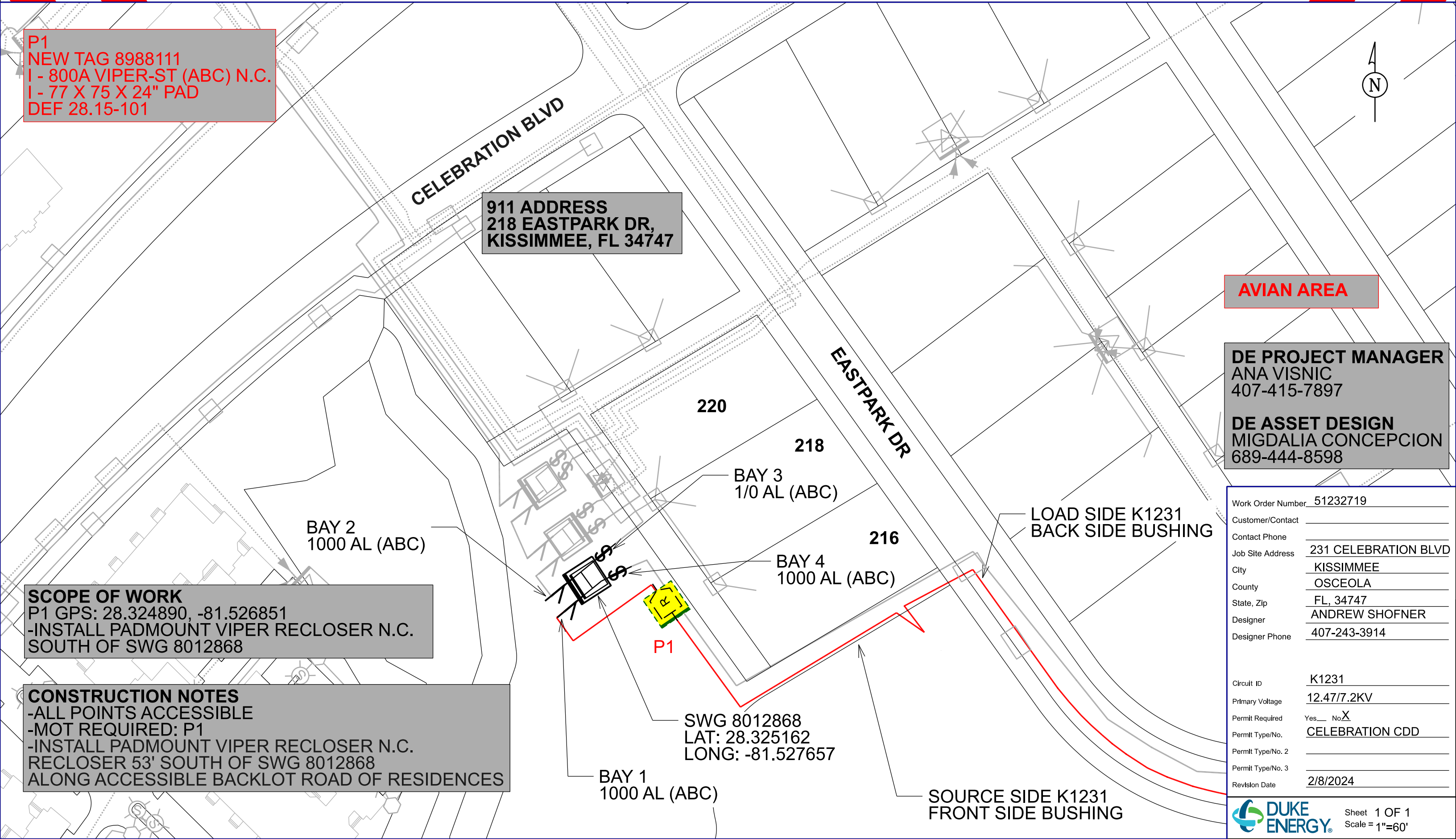
**AVIAN AREA**

**DE PROJECT MANAGER**  
 ANA VISNIC  
 407-415-7897

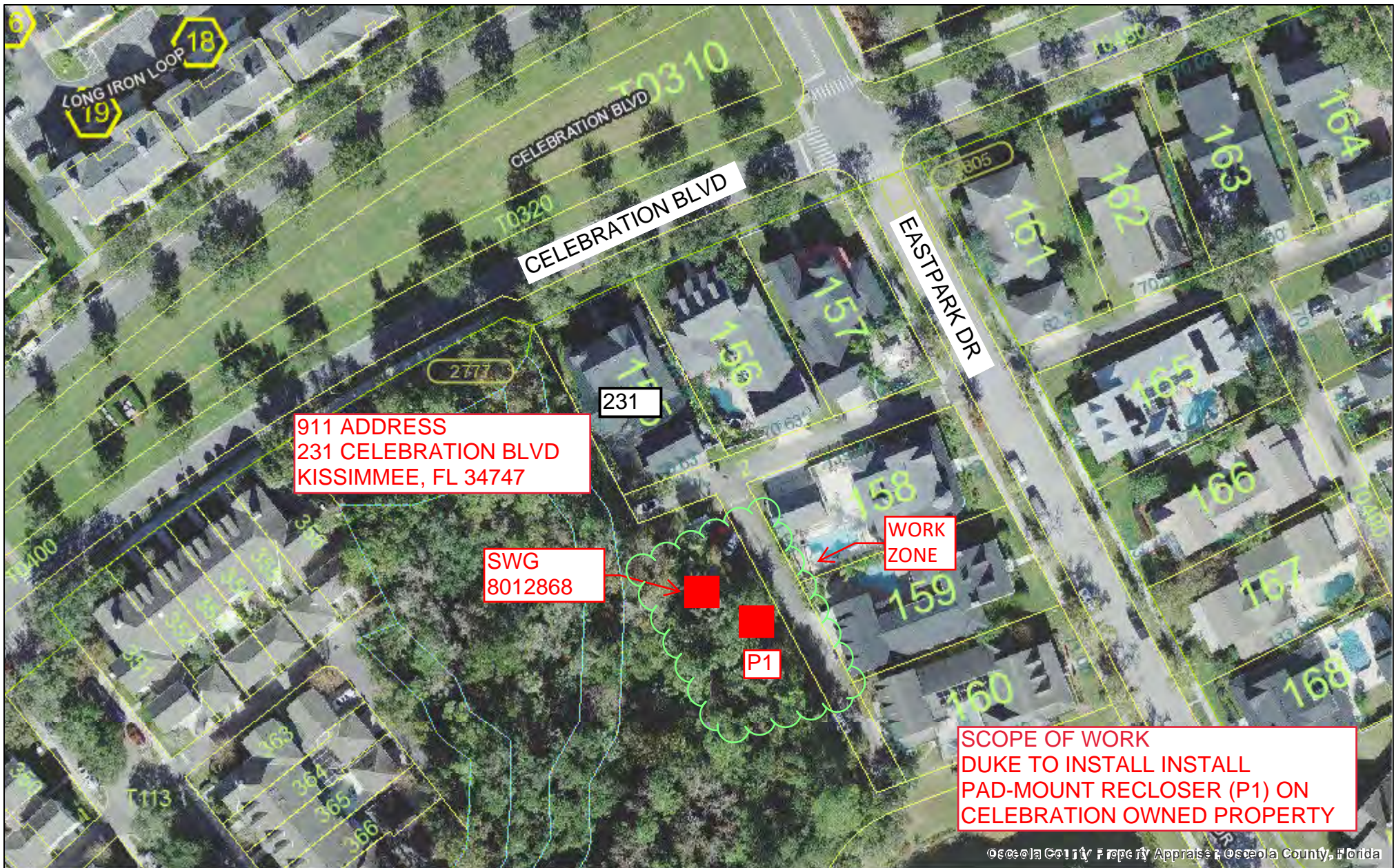
**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

**SCOPE OF WORK**  
 P1 GPS: 28.324890, -81.526851  
 -INSTALL PADMOUNT VIPER RECLOSER N.C.  
 SOUTH OF SWG 8012868

**CONSTRUCTION NOTES**  
 -ALL POINTS ACCESSIBLE  
 -MOT REQUIRED: P1  
 -INSTALL PADMOUNT VIPER RECLOSER N.C.  
 RECLOSER 53' SOUTH OF SWG 8012868  
 ALONG ACCESSIBLE BACKLOT ROAD OF RESIDENCES



Work Order Number	51232719
Customer/Contact	
Contact Phone	
Job Site Address	231 CELEBRATION BLVD
City	KISSIMMEE
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K1231
Primary Voltage	12.47/7.2KV
Permit Required	Yes___ NoX
Permit Type/No.	CELEBRATION CDD
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	2/8/2024



911 ADDRESS  
 231 CELEBRATION BLVD  
 KISSIMMEE, FL 34747

SWG  
 8012868

WORK  
 ZONE

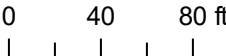
P1

SCOPE OF WORK  
 DUKE TO INSTALL INSTALL  
 PAD-MOUNT RECLOSER (P1) ON  
 CELEBRATION OWNED PROPERTY

Osceola County Property Appraiser, Osceola County, Florida

WO 51232719

Date Generated: 11/29/2023



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

# **500 Golfpark Drive**

## 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 08/05/2024 TIMES Start: 7:30am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Replacement of existing switchgear and installation of pad-mount recloser.

How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more reliable power to customers. The replacement of equipment will also help with longevity.

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): Sidewalk detour may be necessary.

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

All existing utilities within the utility easement will be located prior to any digging.

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

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: 2 bucket trucks and 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: 2/19/2024

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](mailto: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: 2/19/2024

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 Concepcion

Date: 2/19/2024

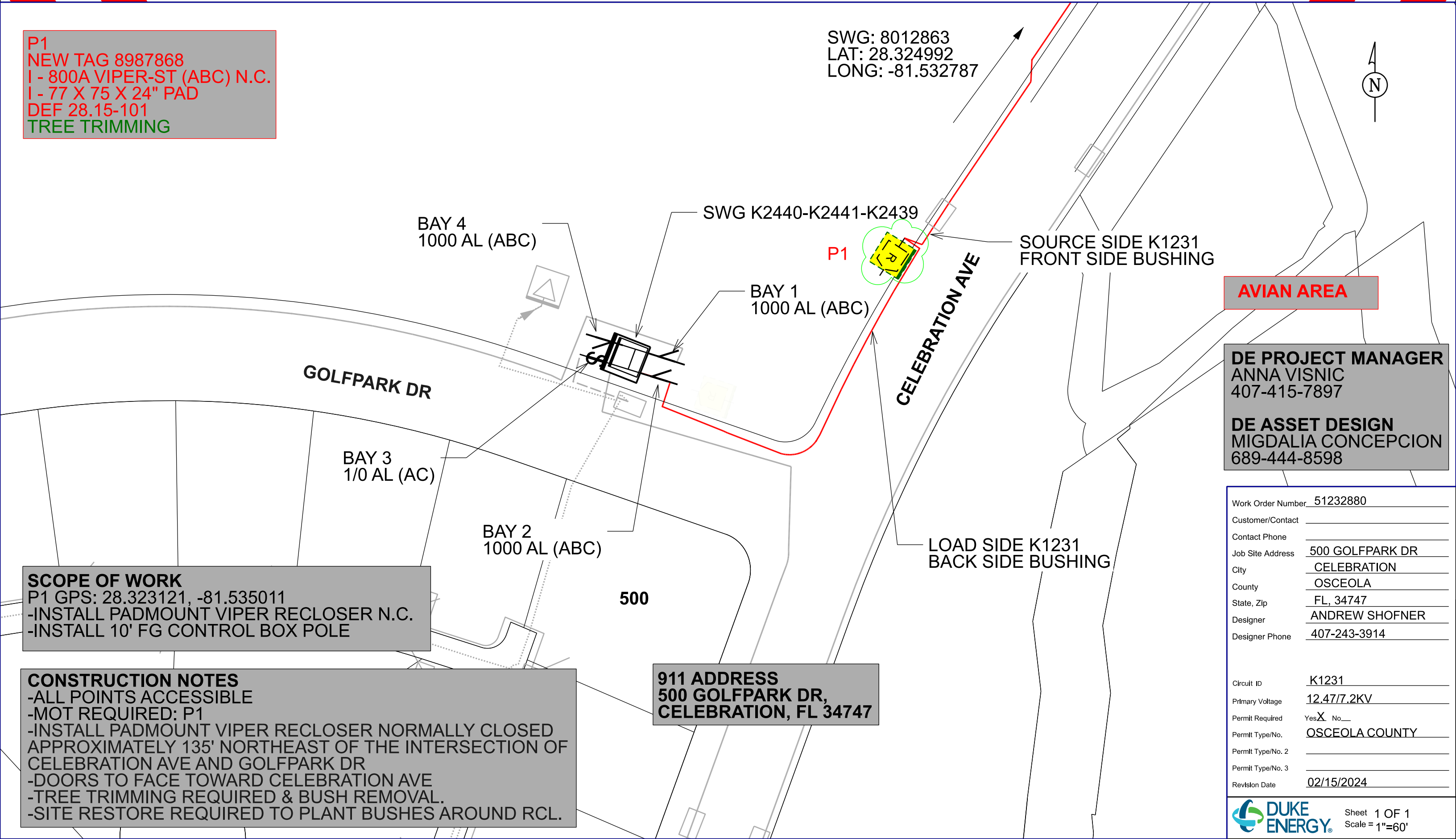
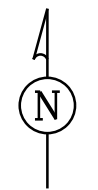
Print Name: Migdalia Concepcion

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**  
 NEW TAG 8987868  
 I - 800A VIPER-ST (ABC) N.C.  
 I - 77 X 75 X 24" PAD  
 DEF 28.15-101  
 TREE TRIMMING

SWG: 8012863  
 LAT: 28.324992  
 LONG: -81.532787



**AVIAN AREA**

**DE PROJECT MANAGER**  
 ANNA VISNIC  
 407-415-7897

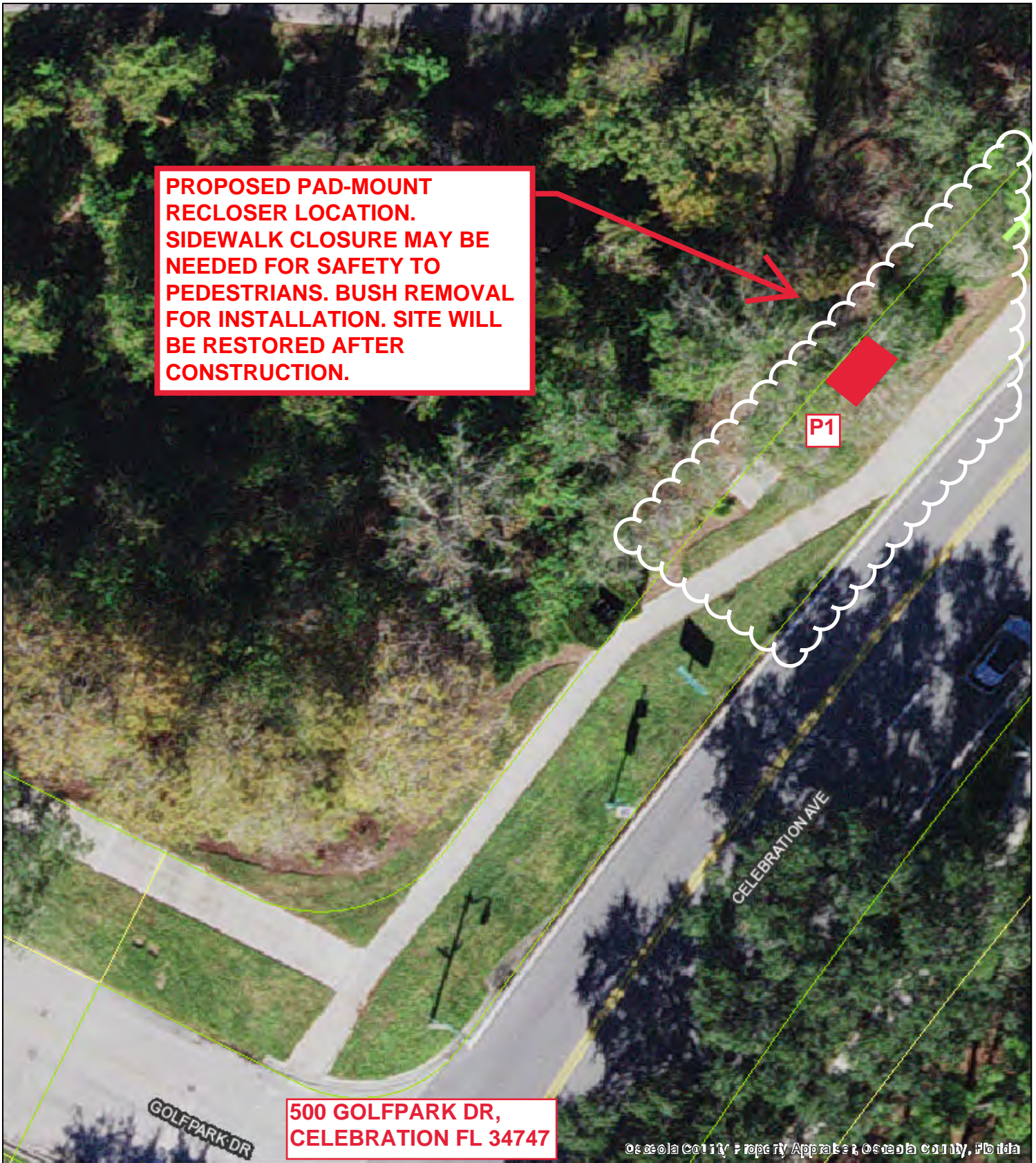
**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

**SCOPE OF WORK**  
 P1 GPS: 28.323121, -81.535011  
 -INSTALL PADMOUNT VIPER RECLOSER N.C.  
 -INSTALL 10' FG CONTROL BOX POLE

**CONSTRUCTION NOTES**  
 -ALL POINTS ACCESSIBLE  
 -MOT REQUIRED: P1  
 -INSTALL PADMOUNT VIPER RECLOSER NORMALLY CLOSED APPROXIMATELY 135' NORTHEAST OF THE INTERSECTION OF CELEBRATION AVE AND GOLFPARK DR  
 -DOORS TO FACE TOWARD CELEBRATION AVE  
 -TREE TRIMMING REQUIRED & BUSH REMOVAL.  
 -SITE RESTORE REQUIRED TO PLANT BUSHES AROUND RCL.

**911 ADDRESS**  
 500 GOLFPARK DR,  
 CELEBRATION, FL 34747

Work Order Number	51232880
Customer/Contact	
Contact Phone	
Job Site Address	500 GOLFPARK DR
City	CELEBRATION
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K1231
Primary Voltage	12.47/7.2KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	02/15/2024



**PROPOSED PAD-MOUNT RECLOSER LOCATION. SIDEWALK CLOSURE MAY BE NEEDED FOR SAFETY TO PEDESTRIANS. BUSH REMOVAL FOR INSTALLATION. SITE WILL BE RESTORED AFTER CONSTRUCTION.**

**500 GOLFPARK DR,  
CELEBRATION FL 34747**

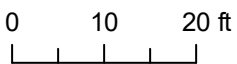
Osceola County Property Appraiser, Osceola County, Florida



# 51232880 AERIAL MAP

## WORK ZONE & SIDEWALK CLOSURE

Date Generated: 2/19/2024



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**

# **400 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 06/24/2024 TIMES Start: 7:30am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Replacement of existing switchgear and installation of pad-mount recloser.

How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more reliable power to customers. The replacement of equipment will also help with longevity.

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) No sidewalk detour will be necessary.

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

All existing utilities within the utility easement will be located prior to any digging.

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

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: 2 bucket trucks and 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: 2/6/2024

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.

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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.
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Signed by Applicant:

By: Duke Energy Florida  
 Name: Migdalia Concepcion  
 Title: Duke Energy Engineer  
 Date: 2/6/2024

Witness: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Approved by: **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

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

Witness: \_\_\_\_\_  
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## ADDITIONAL RULES AND REGULATIONS FOR CONSTRUCTION

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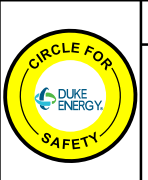
Signature: Migdalia Concepcion

Date: 2/6/2024

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer

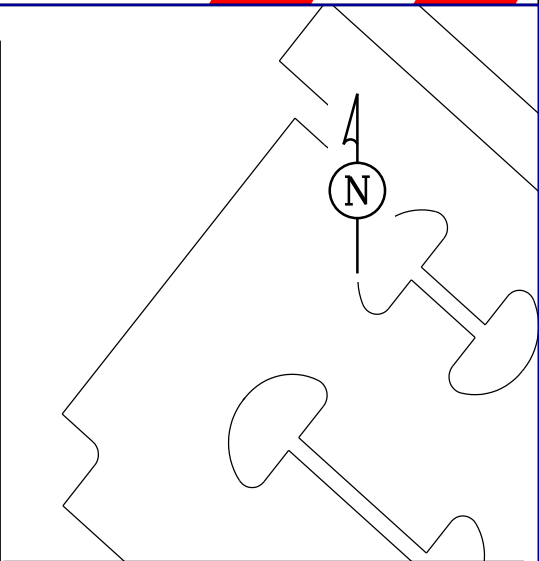
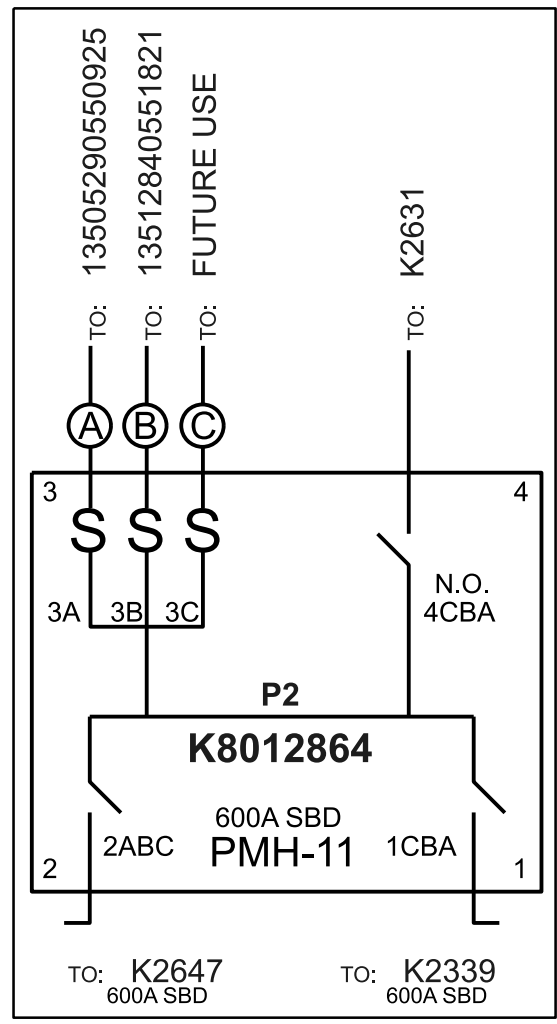
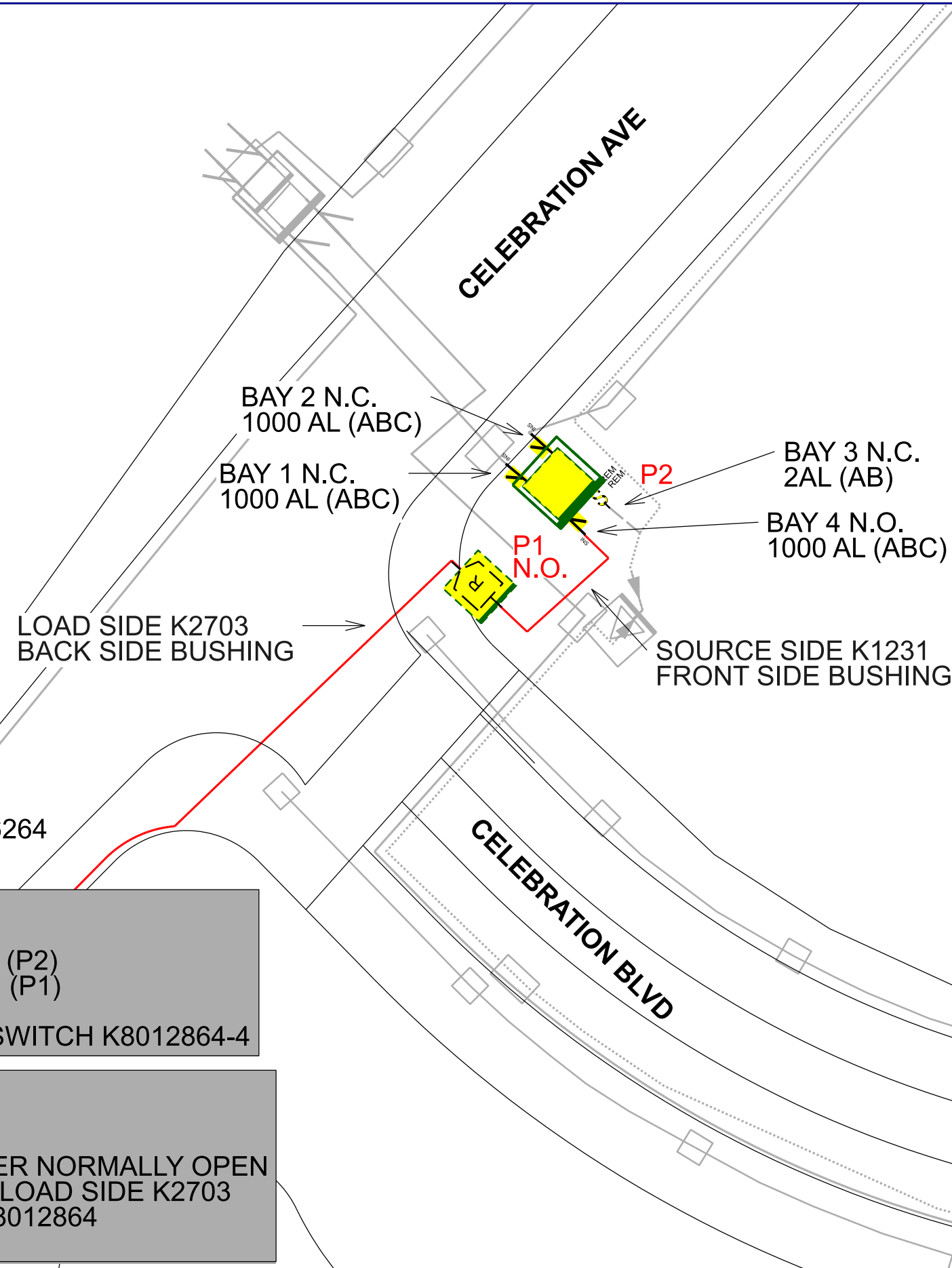




**REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.**

**P1**  
 NEW TAG 8988072  
 I - VIPER RECL PM N.O.  
 DEF 28.15-101

**P2**  
 GIS TAG K8012864  
 NEW TAG 8012864  
 R - PMH-11  
 I - PME-11  
 CLOSE SWITCH K8012864-4 BAY 4



**DE PROJECT MANAGER**  
 ANNA VISNIC  
 407-415-7897

**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

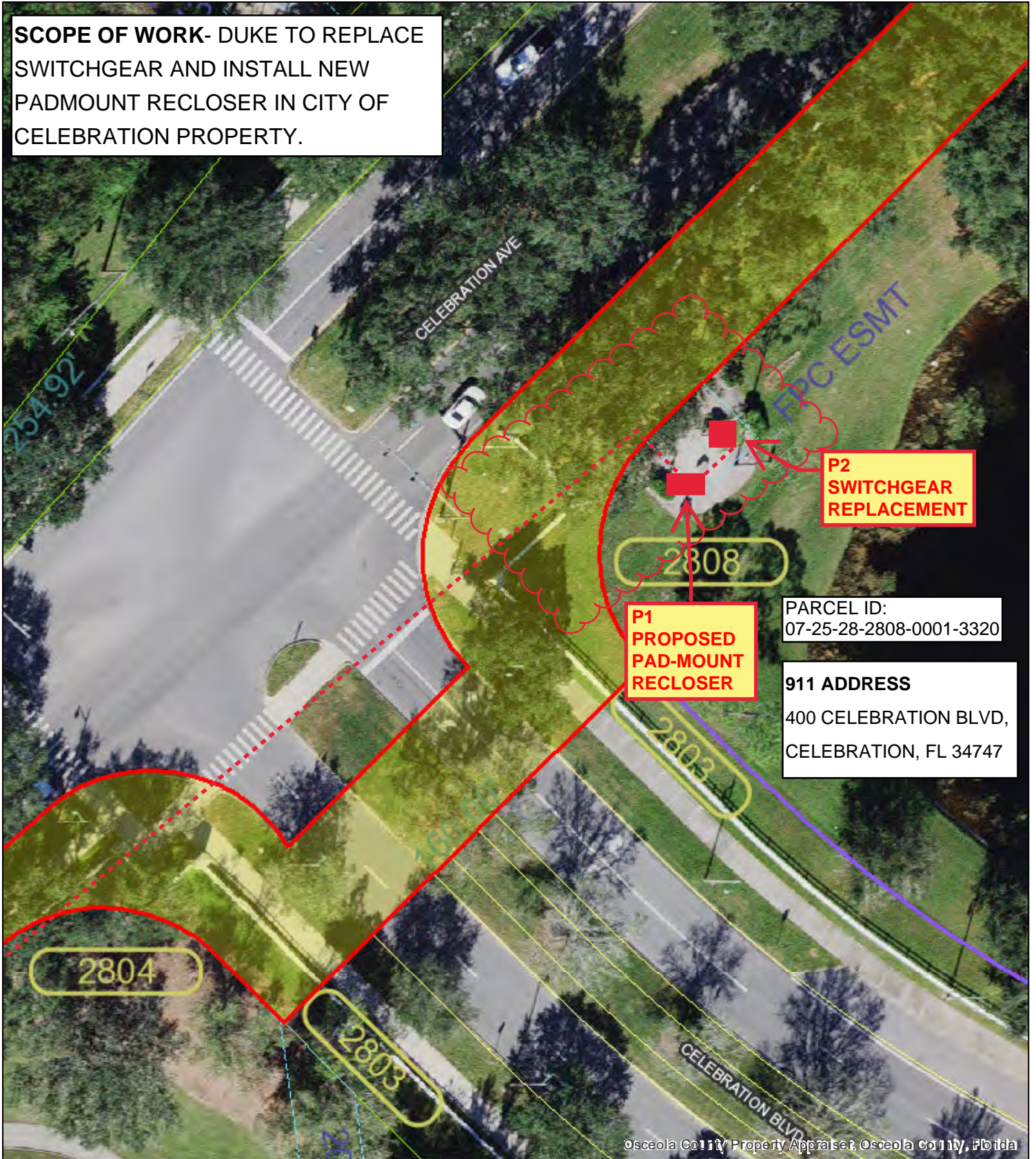
SWG 8012726  
 GPS: 28.320451, -81.536264

**SCOPE OF WORK**  
 P1 GPS: 28.324556, -81.532431  
 -REPLACE SWG PMH-11 WITH PME-11 (P2)  
 -INSTALL PADMOUNT RECLOSER N.O. (P1)  
 -INSTALL 10' FG CONTROL BOX POLE  
 -CLOSE EXISTING NORMALLY OPEN SWITCH K8012864-4

**CONSTRUCTION NOTES**  
 -ALL POINTS ACCESSIBLE  
 -MOT REQUIRED: P1, P2  
 -INSTALL PADMOUNT VIPER RECLOSER NORMALLY OPEN BETWEEN SOURCE SIDE K1231 AND LOAD SIDE K2703 30' SOUTHWEST OF SWITCHGEAR K8012864 ON PRIMARY SPAN 438475818

Work Order Number	51232946
Customer/Contact	
Contact Phone	
Job Site Address	400 CELEBRATION BLVD
City	CELEBRATION
County	OSCEOLA
State, Zip	FL, 34747
Designer	Dominick Pena
Designer Phone	407-243-3914
Circuit ID	K1231 & K2703
Primary Voltage	12.47/7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	CELEBRATION CDD
Permit Type/No. 3	
Revision Date	02/02/2024

**SCOPE OF WORK- DUKE TO REPLACE SWITCHGEAR AND INSTALL NEW PADMOUNT RECLOSER IN CITY OF CELEBRATION PROPERTY.**



**P2  
SWITCHGEAR  
REPLACEMENT**

**P1  
PROPOSED  
PAD-MOUNT  
RECLOSER**

PARCEL ID:  
07-25-28-2808-0001-3320

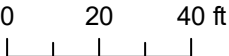
**911 ADDRESS**  
400 CELEBRATION BLVD,  
CELEBRATION, FL 34747

Osceola County Property Appraiser, Osceola County, Florida

### PLAN VIEW

51232946

Date Generated: 2/6/2024



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**

# **500 Golfpark Drive**

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: 3250 Bonnet Creek Rd. Lake Buena Vista, FL 32830
Phone: 689-444-8598
Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic
Mailing Address: 452 E Crown Point Rd. Winter Garden, FL 34787
Phone: 407-415-7897
Email: anna.visnic@duke-energy.com

Date of construction: 04/22/2024 TIMES Start: 7:30am End: 4:30pm
Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted recloser.

How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more reliable power to customers. The replacement of equipment will also help with longevity.

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:

All existing utilities within the utility easement will be located prior to any digging.

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

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: 2 bucket trucks and pickup trucks.

New device is approx. 23" length by 29" height by 16" width.

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: 2/7/2024

Signed by Applicant: Duke Energy Florida

(Insert name of organization if applicable)

Witness:
Print Name:

Migdalia Concepcion
Signature

Print Name: Migdalia Concepcion

Witness:
Print Name:

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](mailto: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

Witness: \_\_\_\_\_

Name: Migdalia Concepcion

Print Name: \_\_\_\_\_

Title: Duke Energy Engineer

Date: 2/7/2024

Approved by: **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

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

Witness: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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

## 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 Concepcion

Date: 2/7/2024

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer



USP: BREAKER K1231, K2703  
 COORDINATE WITH WO 51232880  
 TEAM 724  
 SCHEMATIC DEVICE ID: N724-94



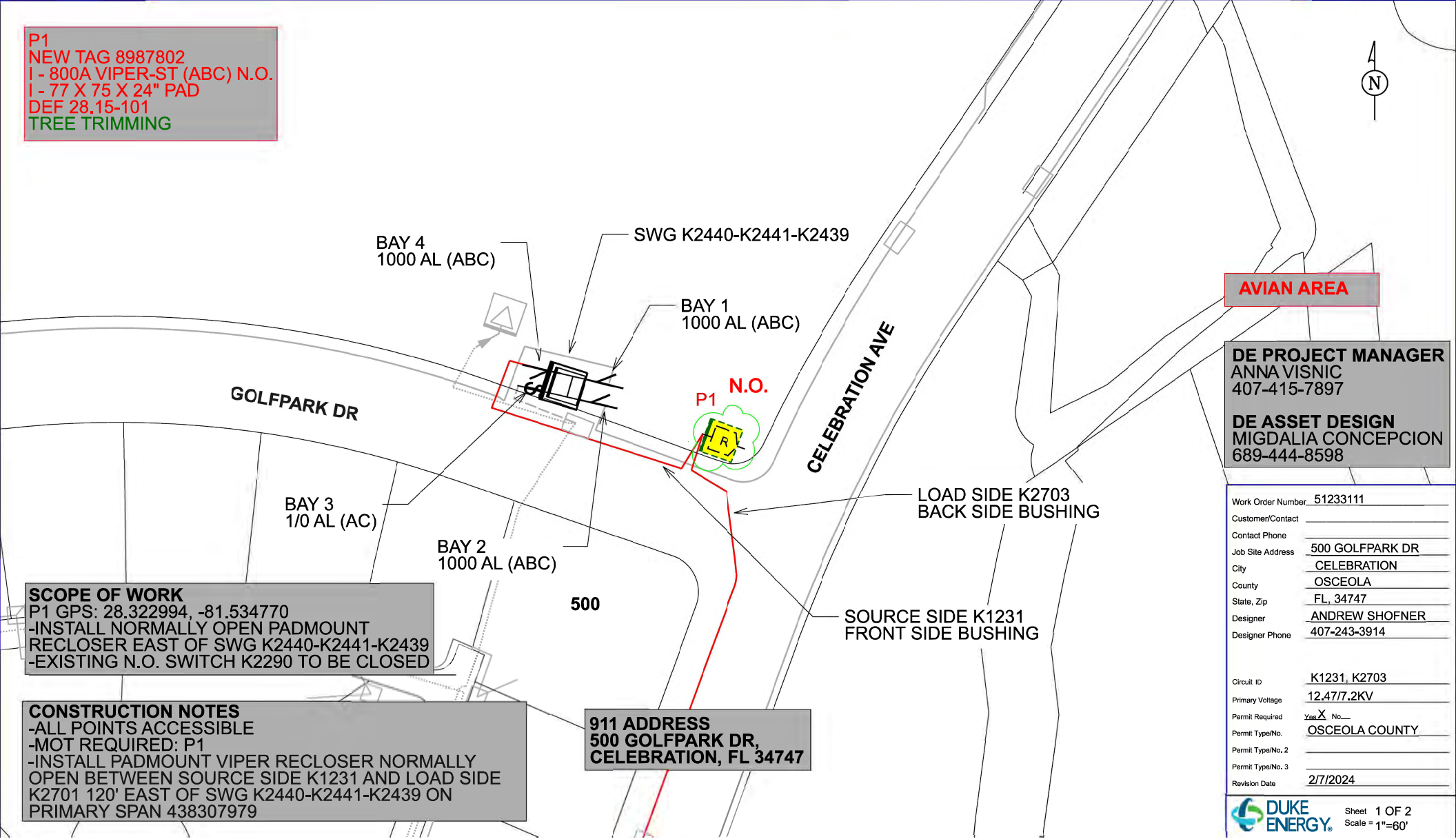
**Safety Reminders / Adverse Conditions**  
 TRAFFIC AWARENESS  
 PEDESTRIAN AWARENESS



LOCATION IS TRUCK ACCESSIBLE

**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**  
 NEW TAG 8987802  
 I - 800A VIPER-ST (ABC) N.O.  
 I - 77 X 75 X 24" PAD  
 DEF 28.15-101  
 TREE TRIMMING



**AVIAN AREA**

**DE PROJECT MANAGER**  
 ANNA VISNIC  
 407-415-7897  
**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

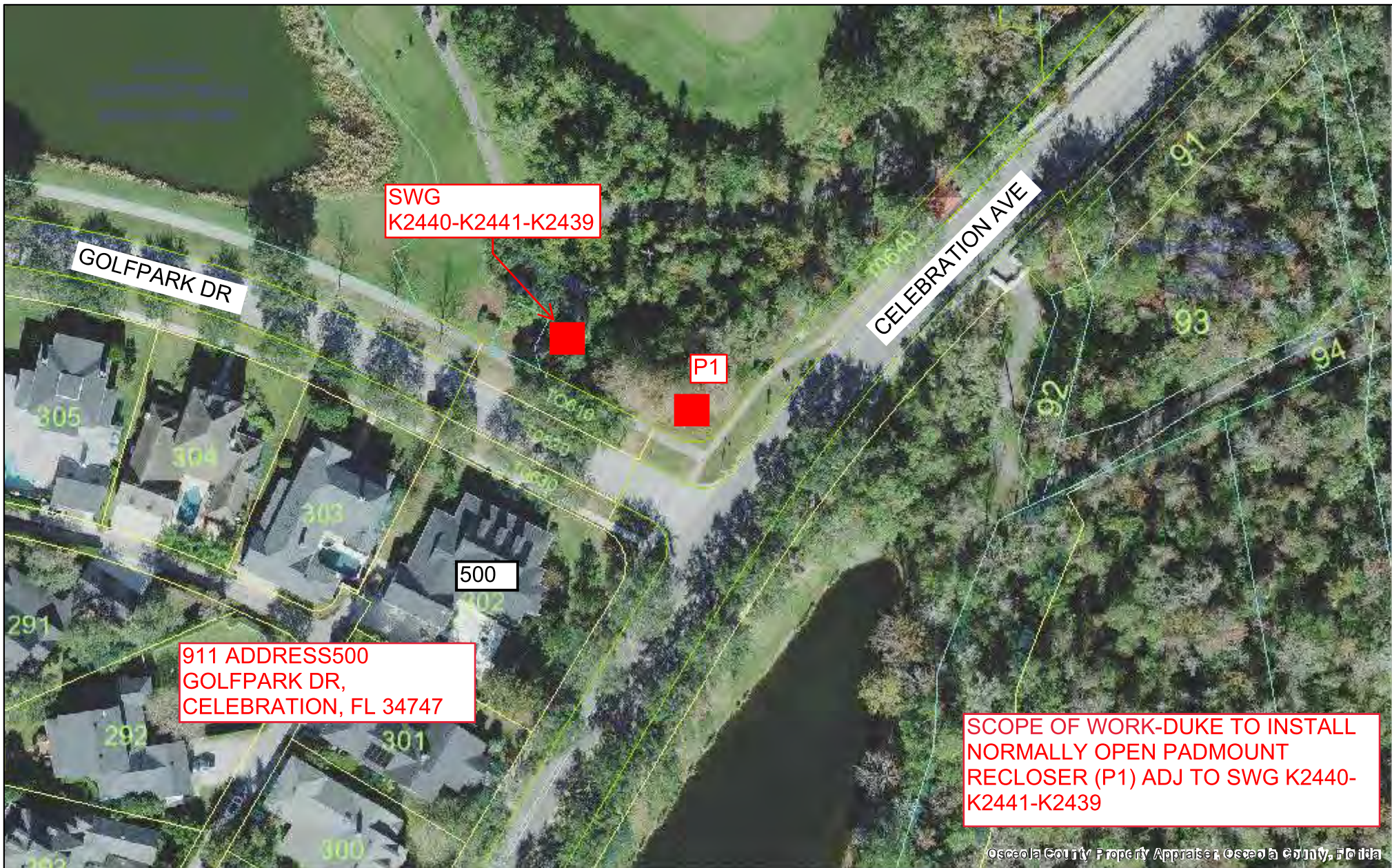
**SCOPE OF WORK**  
 P1 GPS: 28.322994, -81.534770  
 -INSTALL NORMALLY OPEN PADMOUNT RECLOSER EAST OF SWG K2440-K2441-K2439  
 -EXISTING N.O. SWITCH K2290 TO BE CLOSED

**CONSTRUCTION NOTES**  
 -ALL POINTS ACCESSIBLE  
 -MOT REQUIRED: P1  
 -INSTALL PADMOUNT VIPER RECLOSER NORMALLY OPEN BETWEEN SOURCE SIDE K1231 AND LOAD SIDE K2701 120' EAST OF SWG K2440-K2441-K2439 ON PRIMARY SPAN 438307979

**911 ADDRESS**  
 500 GOLFPARK DR,  
 CELEBRATION, FL 34747

Work Order Number	51233111
Customer/Contact	
Contact Phone	
Job Site Address	500 GOLFPARK DR
City	CELEBRATION
County	OSCEOLA
Slate, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K1231, K2703
Primary Voltage	12.47/7.2KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	2/7/2024

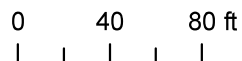




Osceola County Property Appraiser, Osceola County, Florida

# WO 51233111 AERIAL MAP

Date Generated: 11/28/2023



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

# **950 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 05/06/2024 TIMES Start: 7:30am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Installation of net new pad-mounted recloser.

How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more reliable power to 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) No sidewalk detour will be necessary.

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

All existing utilities within the utility easement will be located prior to any digging.

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

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: 2 bucket trucks and 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: 2/6/2024

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](mailto: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: 2/6/2024

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 Concepcion

Date: 2/6/2024

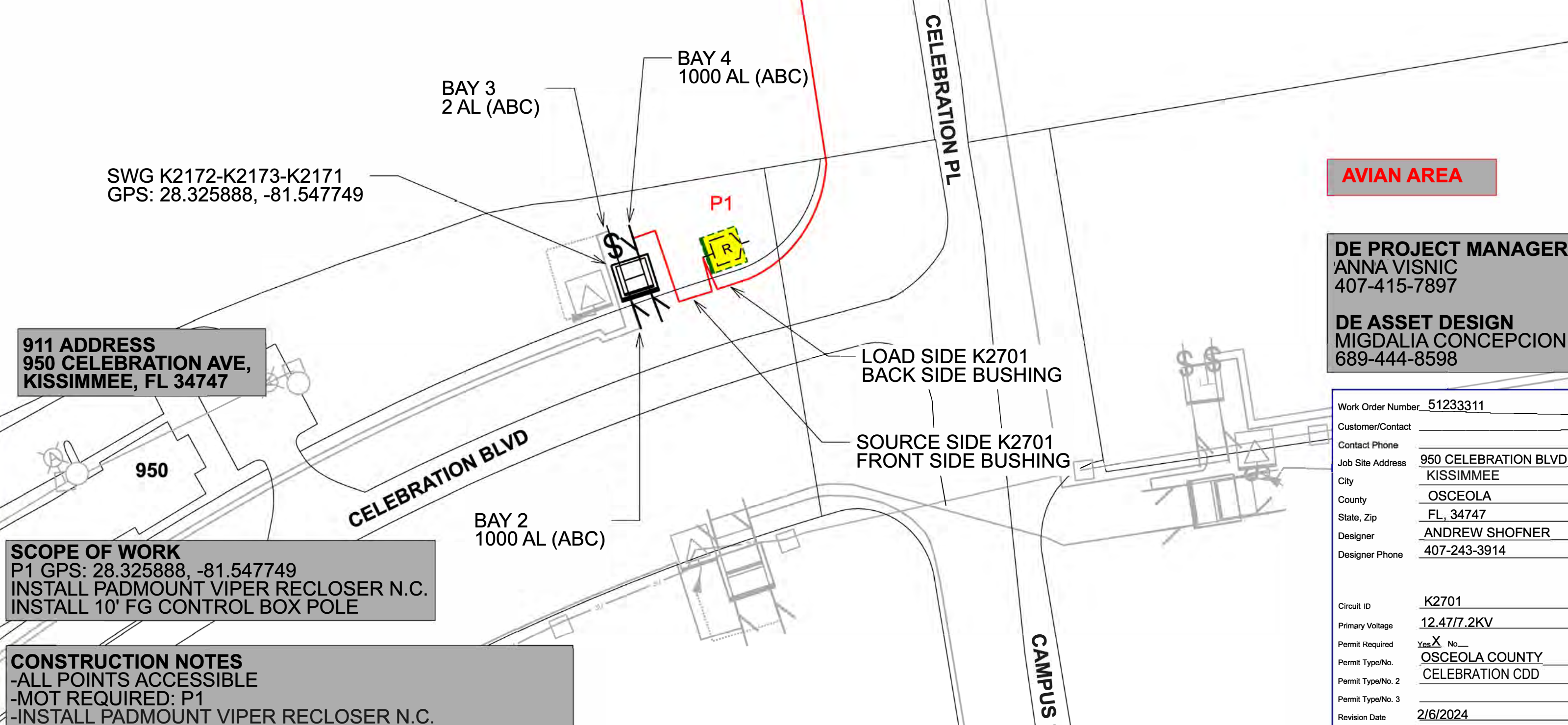
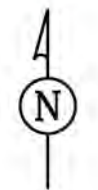
Print Name: Migdalia Concepcion

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**  
 NEW TAG 8987553  
 I - 800A VIPER-ST (ABC) N.C.  
 I - 77 X 75 X 24" PAD  
 DEF 28.15-101



**AVIAN AREA**

**DE PROJECT MANAGER**  
 ANNA VISNIC  
 407-415-7897

**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

**911 ADDRESS**  
 950 CELEBRATION AVE,  
 KISSIMMEE, FL 34747

**SCOPE OF WORK**  
 P1 GPS: 28.325888, -81.547749  
 INSTALL PADMOUNT VIPER RECLOSER N.C.  
 INSTALL 10' FG CONTROL BOX POLE

**CONSTRUCTION NOTES**  
 -ALL POINTS ACCESSIBLE  
 -MOT REQUIRED: P1  
 -INSTALL PADMOUNT VIPER RECLOSER N.C.  
 RECLOSER 30' EAST OF SWITCHGEAR K2172-K2173-K2171  
 ON PRIMARY SPAN 438475450

Work Order Number	51233311
Customer/Contact	
Contact Phone	
Job Site Address	950 CELEBRATION BLVD
City	KISSIMMEE
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K2701
Primary Voltage	12.47/7.2KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	CELEBRATION CDD
Permit Type/No. 3	
Revision Date	2/6/2024

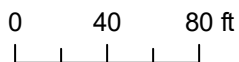


This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

## PLAN VIEW

51233311

Date Generated: 2/6/2024



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



**EXISTING SWITCHGEAR  
LOCATION ALONG  
CELEBRATION BLVD**

**PROPOSED PAD-  
MOUNT  
RECLOSER  
LOCATION**

**EXISTING PRIMARY CABLE**



# **950 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@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 recloser and replacement of two switchgears. Underground directional bore will be made from new equipment to replaced switchgear. Due to clearance issues, one switchgear will be relocated 55ft. East.

How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more reliable power to customers. The replacement of equipment will also help with longevity.

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: All existing utilities within the utility easement will be located prior to any digging.

Setup will begin at said area(s) at approximately (time) 7:30am and will be completed at (time) 4:30pm  
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: 3 bucket trucks, a bore rig, and pickup trucks. Equipment will be a cable reel to install approx. 300' of underground cable. New device is approx. 23" length by 29" height by 16" width.

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: 1/25/2024

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](mailto: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: 1/25/2024

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.
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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.

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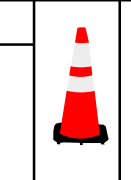
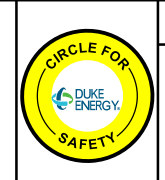
**Applicant agrees to abide by all requirements and stipulations as noted above:**

Signature: Migdalia Concepcion

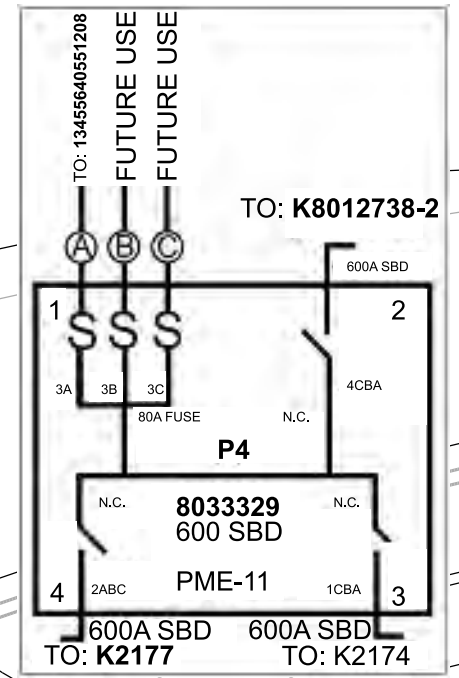
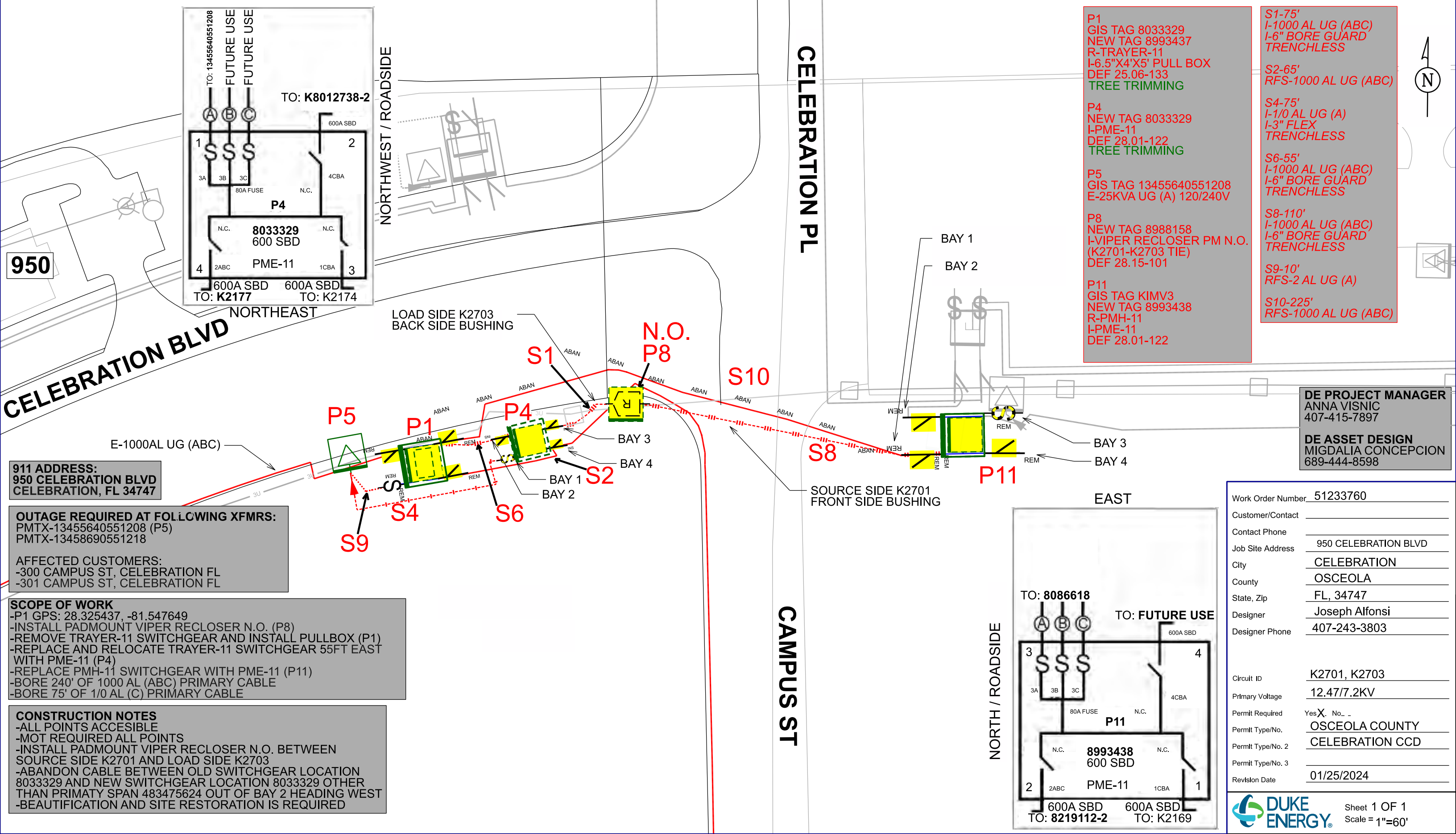
Date: 1/25/2024

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**  
 GIS TAG 8033329  
 NEW TAG 8993437  
 R-TRAYER-11  
 I-6.5"X4'X5' PULL BOX  
 DEF 25.06-133  
 TREE TRIMMING
- P4**  
 NEW TAG 8033329  
 I-PME-11  
 DEF 28.01-122  
 TREE TRIMMING
- P5**  
 GIS TAG 13455640551208  
 E-25KVA UG (A) 120/240V
- P8**  
 NEW TAG 8988158  
 I-VIPER RECLOSER PM N.O.  
 (K2701-K2703 TIE)  
 DEF 28.15-101
- P11**  
 GIS TAG KIMV3  
 NEW TAG 8993438  
 R-PMH-11  
 I-PME-11  
 DEF 28.01-122

- S1-75'**  
 I-1000 AL UG (ABC)  
 I-6" BORE GUARD  
 TRENCHLESS
- S2-65'**  
 RFS-1000 AL UG (ABC)
- S4-75'**  
 I-1/0 AL UG (A)  
 I-3" FLEX  
 TRENCHLESS
- S6-55'**  
 I-1000 AL UG (ABC)  
 I-6" BORE GUARD  
 TRENCHLESS
- S8-110'**  
 I-1000 AL UG (ABC)  
 I-6" BORE GUARD  
 TRENCHLESS
- S9-10'**  
 RFS-2 AL UG (A)
- S10-225'**  
 RFS-1000 AL UG (ABC)

911 ADDRESS:  
 950 CELEBRATION BLVD  
 CELEBRATION, FL 34747

**OUTAGE REQUIRED AT FOLLOWING XFMRs:**  
 PMTX-13455640551208 (P5)  
 PMTX-13458690551218

**AFFECTED CUSTOMERS:**  
 -300 CAMPUS ST, CELEBRATION FL  
 -301 CAMPUS ST, CELEBRATION FL

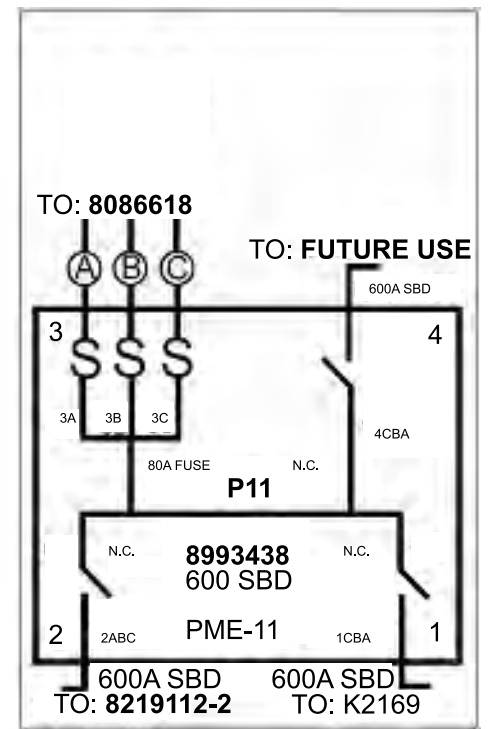
**SCOPE OF WORK**  
 -P1 GPS: 28.325437, -81.547649  
 -INSTALL PADMOUNT VIPER RECLOSER N.O. (P8)  
 -REMOVE TRAYER-11 SWITCHGEAR AND INSTALL PULLBOX (P1)  
 -REPLACE AND RELOCATE TRAYER-11 SWITCHGEAR 55FT EAST WITH PME-11 (P4)  
 -REPLACE PMH-11 SWITCHGEAR WITH PME-11 (P11)  
 -BORE 240' OF 1000 AL (ABC) PRIMARY CABLE  
 -BORE 75' OF 1/0 AL (C) PRIMARY CABLE

**CONSTRUCTION NOTES**  
 -ALL POINTS ACCESSIBLE  
 -MOT REQUIRED ALL POINTS  
 -INSTALL PADMOUNT VIPER RECLOSER N.O. BETWEEN SOURCE SIDE K2701 AND LOAD SIDE K2703  
 -ABANDON CABLE BETWEEN OLD SWITCHGEAR LOCATION 8033329 AND NEW SWITCHGEAR LOCATION 8033329 OTHER THAN PRIMATY SPAN 483475624 OUT OF BAY 2 HEADING WEST  
 -BEAUTIFICATION AND SITE RESTORATION IS REQUIRED

**DE PROJECT MANAGER**  
 ANNA VISNIC  
 407-415-7897

**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

Work Order Number	51233760
Customer/Contact	
Contact Phone	
Job Site Address	950 CELEBRATION BLVD
City	CELEBRATION
County	OSCEOLA
State, Zip	FL, 34747
Designer	Joseph Alfonsi
Designer Phone	407-243-3803
Circuit ID	K2701, K2703
Primary Voltage	12.47/7.2KVV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	CELEBRATION CCD
Permit Type/No. 3	
Revision Date	01/25/2024



911 ADDRESS  
950 CELEBRATION BLVD,  
CELEBRATION, FL 34747

SCOPE OF WORK  
DUKE TO REPLACE A SWITCHGEAR WITH A  
PULL BOX 8993437 (P1), INSTALL A NEW  
SWITCHGEAR 8033329 (P4), A NORMALLY  
OPEN PADMOUNT RECLOSER 8988158 (P5),  
AND REPLACE SWITCHGEAR 899438 (P11)

950

TRACT  
7

T25

T24

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CELEBRATION BLVD

CONSTRUCTION  
ZONE

CREW TO SET UP IN  
GOLF COURSE AREA.  
GRASS WILL BE  
RESTORED OR  
REPLACED TO  
BETTER OR EXISTING  
CONDITION.

C  
A  
M  
P  
U  
S  
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T

P1  
PULLBOX  
6.5"X4'X5'

P11  
SWITCHGEAR  
74"X75"X46"

FPC ESMT  
OR 1346/2119

P4  
SWITCHGEAR  
74"X75"X46"

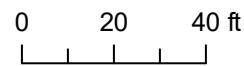
WO 51233760  
CELEBRATION AERIAL

P5  
RECLOSER  
77"X71"X46"

Osceola County Property Appraiser, Osceola County, Florida



Date Generated: 12/29/2023



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



**949 Westpark Drive**

## 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 09/16/2024 TIMES Start: 7:00am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted recloser and replacement of two switchgears. Underground directional bore will be made from new equipment to replaced switchgears and relocated pad-mount transformer. Due to clearance issues, the pad-mount transformer will be relocated 5ft. Northwest. Two switchgears to be replaced with same footprint as existing.  
How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more reliable power to customers. The replacement of equipment will also help with longevity.

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. 5 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: All existing utilities within the utility easement will be located prior to any digging.

Setup will begin at said area(s) at approximately (time) 7:00am and will be completed at (time) 4:30pm  
People will begin arriving at said area(s) at approximately (time) 6:40am and will be dispersed at (time) 5:00pm

Equipment and apparatus proposed to be utilized in connection with the construction: 4 bucket trucks, a bore rig, and pickup trucks. Equipment will be a cable reel to install approx. 55' of underground cable. New device will is approx. 77" length by 46" height x 70" width with approx. weight of 1550 lbs. Replaced switchgears to have same footprint as existing equipment.

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: 1/30/2024

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](mailto: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: 1/30/2024

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 Concepcion

Date: 1/30/2024

Print Name: Migdalia Concepcion

Title: Duke Energy Engineer



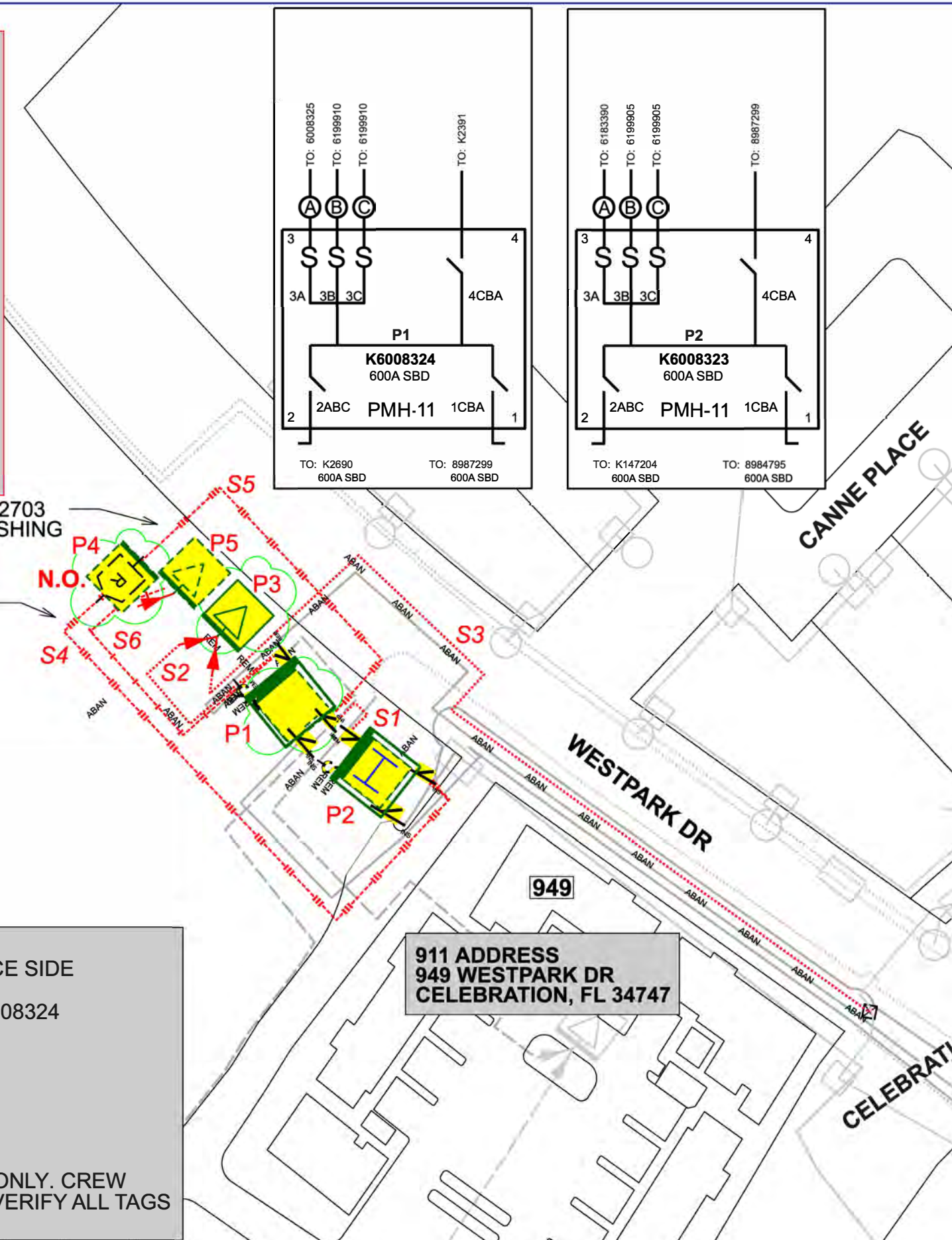
**REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.**

- P1**  
 FIELD TAG K6008324  
 NEW TAG 6562223  
 R - PMH-11  
 I - PME-11  
 DEF 28.01-122  
 TREE TRIMMING
- P2**  
 FIELD TAG K6008323  
 R - PMH-11  
 R - N.O. POINT  
 I - PME-11  
 I - N.C. POINT  
 DEF 28.01-122
- P3**  
 FIELD TAG 6008325  
 R - SM CTE PAD  
 T - 25 KVA UG (A)  
 120/240V (TO P5)  
 TREE TRIMMING
- P4**  
 NEW TAG 8987299  
 I - VIPER RECL PM N.O.  
 DEF 28.15-101  
 TREE TRIMMING
- P5**  
 NEW TAG 6008325  
 I - SM CTE PAD  
 T - 25 KVA UG (A)  
 120/240V (FROM P3)  
 DEF 27.02-136

- S1 - 10'**  
 RFS - 1000 AL UG (ABC)
- S2 - 10'**  
 RFS - 1/0 AL UG (A)
- S3 - 360'**  
 RFS - 1/0 AL UG (A)
- S4 - 55'**  
 I - 1000 AL UG (ABC)  
 I - 6" BOREGUARD  
 TRENCHLESS
- S5 - 45'**  
 I - 1000 AL UG (ABC)  
 I - 6" BOREGUARD  
 TRENCHLESS
- S6 - 15'**  
 I - 1/0 AL UG (A)  
 I - 3" PVC  
 TRENCH

**SCOPE OF WORK:**  
 P4 GPS: 28.314650, -81.548161  
 - REPLACE SWG PMH-11 WITH PME-11 (P1, P2)  
 - INSTALL PADMOUNT VIPER RECLOSER N.O. (P4)  
 - INSTALL 10' FG CONTROL BOX POLE  
 - RELOCATE PMTX (P3 TO P5) 6008325 TO BE 15' FROM SWG K6008324 (P1)

**CONSTRUCTION NOTES:**  
 - INSTALL RECLOSER NORMALLY OPEN BETWEEN SOURCE SIDE K2703 AND LOAD SIDE K2706  
 - INSTALL PM RECLOSER 45 FT NORTHWEST OF SWG K6008324  
 - N.O. SWITCH K6008323-4 TO BE CLOSED (P2)  
 - ALL POINTS ACCESSIBLE  
 - MOTS NOT REQUIRED  
 - TREE TRIMMING REQUIRED: P1, P3, P4  
 - WO51234931 TO BE COMPLETED BEFORE WO51234102  
 - HAND DIG TRENCH: S6  
 - TRENCHLESS SPANS: S4, S5  
 - SWITCHGEAR DETAILS BASED ON AVAILABLE GIS DATA ONLY. CREW TO CONFIRM THIS INFORMATION WITH DCC AND FIELD VERIFY ALL TAGS PRIOR TO SWITCHING.



**OUTAGES REQUIRED AT FOLLOWING XFMRs:**  
 PMTX - 6008325  
 PMTX - 6193152

**AVIAN AREA**

**DE PROJECT MANAGER:**  
 ANNA VISNIC  
 407-415-7897

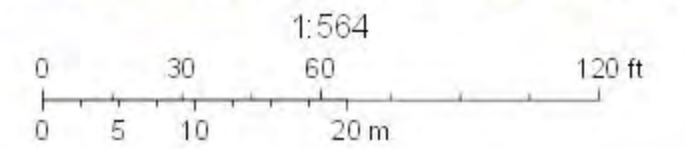
**DE ASSET DESIGN:**  
 MIGDALIA CONCEPCION  
 689-444-8598

Work Order Number	51234931
Customer/Contact	
Contact Phone	
Job Site Address	949 WESTPARK DR
City	KISSIMMEE
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K2703, K2706
Primary Voltage	12.47/7.2 KV
Permit Required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Permit Type/No.	CELEBRATION CCD
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	01-30-2024

# ArcGIS Web Map



12/20/2023, 2:17:36 PM



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

**1480 Celebration Avenue**



## 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: 07/29/2024 TIMES Start: 7:30am End: 5:00pm

Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted recloser.

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): A sidewalk closure will not be needed 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) 7:00am 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 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: 2/19/2024

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.
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Signed by Applicant:

By: Duke Energy Florida  
 Name: Migdalia Concepcion  
 Title: Duke Energy Engineer  
 Date: 2/19/2024

Witness: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Approved by: **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

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

Witness: \_\_\_\_\_  
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## ADDITIONAL RULES AND REGULATIONS FOR CONSTRUCTION

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---

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

Signature: Migdalia Concepcion

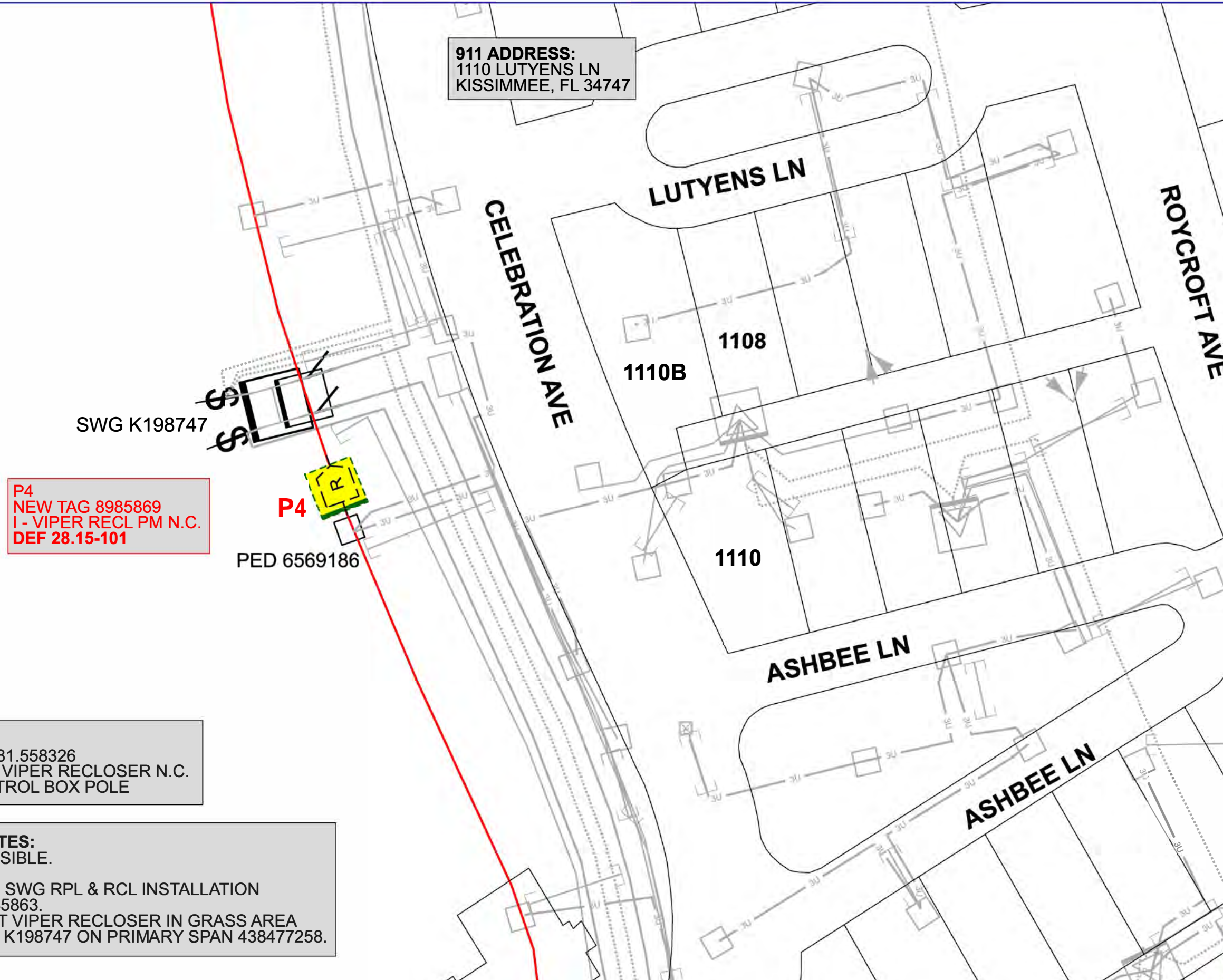
Date: 2/19/2024

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.



911 ADDRESS:  
 1110 LUTYENS LN  
 KISSIMMEE, FL 34747

P4  
 NEW TAG 8985869  
 I - VIPER RECL PM N.C.  
 DEF 28.15-101

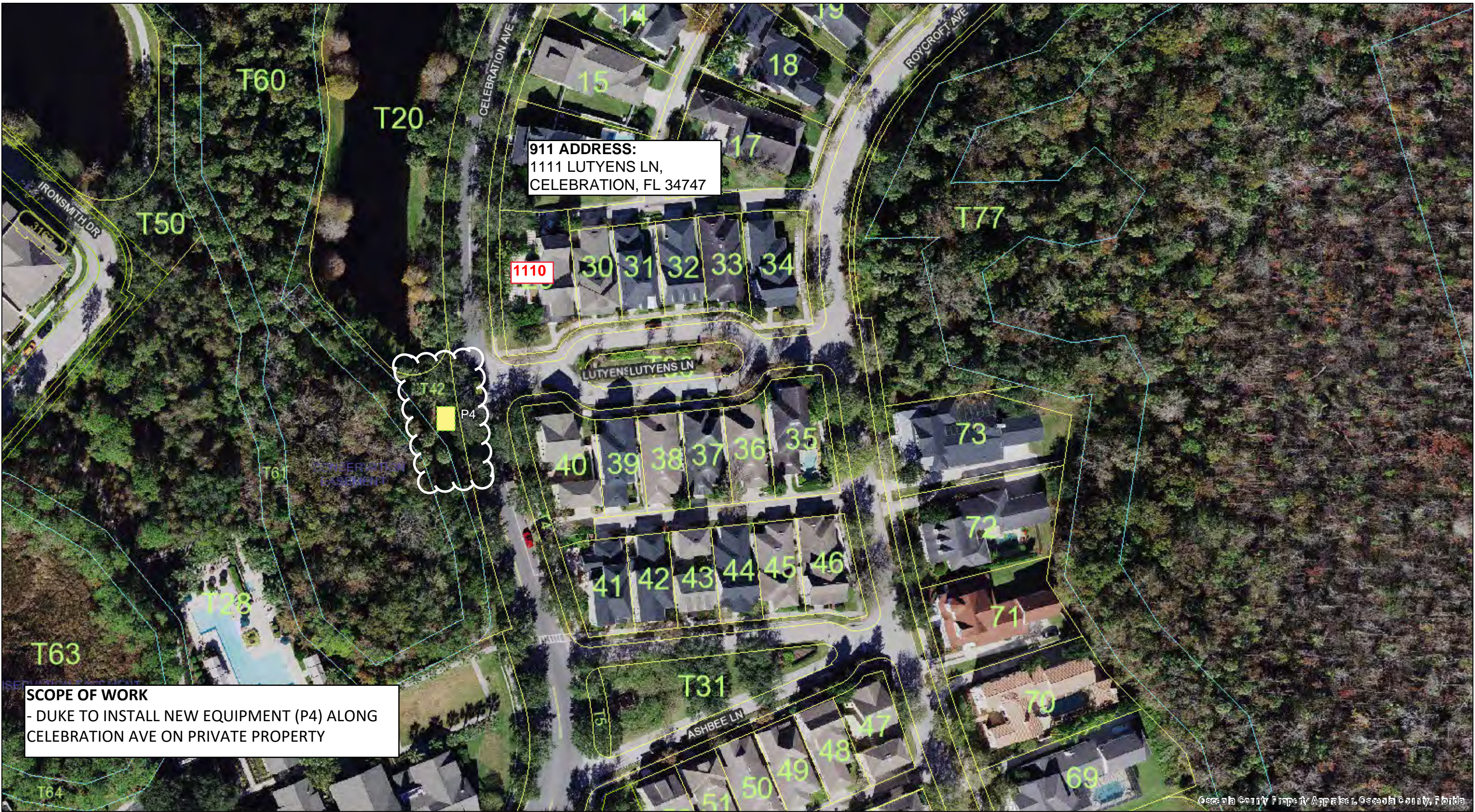
AVIAN AREA

DE PROJECT MANAGER  
 ANNA VISNIC  
 407-415-7897  
 DUKE ENERGY ENGINEER  
 MIGDALIA CONCEPCION  
 689-444-8598

**SCOPE OF WORK:**  
 P1 GPS: 28.301065, -81.558326  
 INSTALL PADMOUNT VIPER RECLOSER N.C.  
 INSTALL 10' FG CONTROL BOX POLE

**CONSTRUCTION NOTES:**  
 - ALL POINTS ACCESSIBLE.  
 - MOT REQUIRED: P1  
 - COORDINATE WITH SWG RPL & RCL INSTALLATION WORK ORDER 51235863.  
 - INSTALL PADMOUNT VIPER RECLOSER IN GRASS AREA 30' SOUTH OF SWG K198747 ON PRIMARY SPAN 438477258.

Work Order Number	51235779
Customer/Contact	
Contact Phone	
Job Site Address	1480 CELEBRATION AVE
City	KISSIMMEE
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K2706
Primary Voltage	12.47/7.2KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	CELEBRATION CDD
Permit Type/No. 3	
Revision Date	02/19/2024



**911 ADDRESS:**  
 1111 LUTYENS LN,  
 CELEBRATION, FL 34747

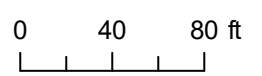
**1110**

T42  
 P4

**SCOPE OF WORK**  
 - DUKE TO INSTALL NEW EQUIPMENT (P4) ALONG  
 CELEBRATION AVE ON PRIVATE PROPERTY

**WO51235779 AERIAL MAP**

Date Generated: 11/21/2023



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

Osceola County Property Appraiser, Osceola County, Florida

**1111 Lutyens Lane**

## 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 05/06/2024 TIMES Start: 7:00am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted transformer, replacement of switchgear, and installation of new motor operated switch on switchgear bay. Underground PVC pipe to be installed to place new underground secondary cable. New flush-mount pedestal to be installed 5ft. from switchgear location to feed motor operated switch.  
How does the construction benefit the constituents of the CCDD? By automating our facilities we are able to provide more reliable power to customers. The replacement of equipment will also help with longevity.

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. 5 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): No sidewalk detour is necessary.  
Will any CCDD utilities (electric, water, reuse, wastewater) be needed? No If yes, describe use: All existing utilities within the utility easement will be located prior to any digging.

Setup will begin at said area(s) at approximately (time) 6:45am and will be completed at (time) 4:30pm  
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: 4 bucket trucks and pickup trucks. Equipment will be a cable reel to install approx. 30' of underground cable. New device will fit on side of switchgear. The replaced switchgear will have the same footprint as the existing equipment.

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: 2/6/2024

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](mailto: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: 2/6/2024

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 Concepcion

Date: 2/6/2024

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: K198747  
 NEW TAG: 6569121  
 R - TRAYER-9  
 1 - PME-9  
 1 - MOS CABINET BAY 2  
 DEF 28.01-118 & 28.02-136  
 TREE TRIMMING

**P2**  
 NEW TAG: 8987800  
 1 - 25 KVA UG (A) 120/240 V  
 NORMALLY CLOSED  
 DEF 27.02-132

S1 - 30'  
 1 - 6-2-SN UG  
 1 - 1 1/2" PVC  
 TRENCH

S2 - 5'  
 1 - 1/0-2-SN UG  
 1 - 1 1/2" PVC  
 TRENCH

**P3**  
 NEW TAG: 8987801  
 1 - 12X20 FM PED  
 DEF 28.02-136

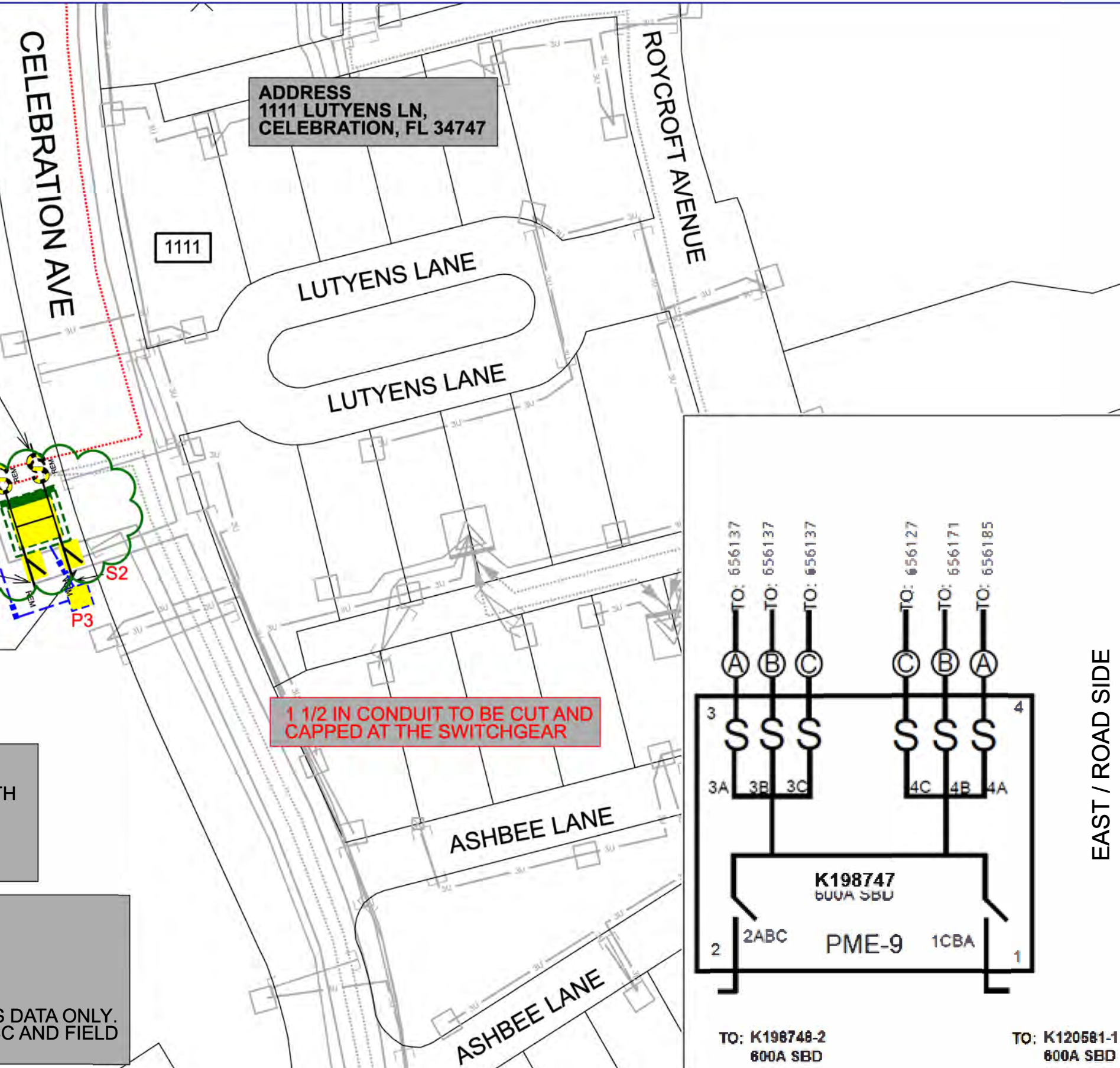
BAY 4 (N.C.)  
 E - 1/0 AL (ABC)

BAY 3 (N.C.)  
 E - 1/0 AL (ABC)

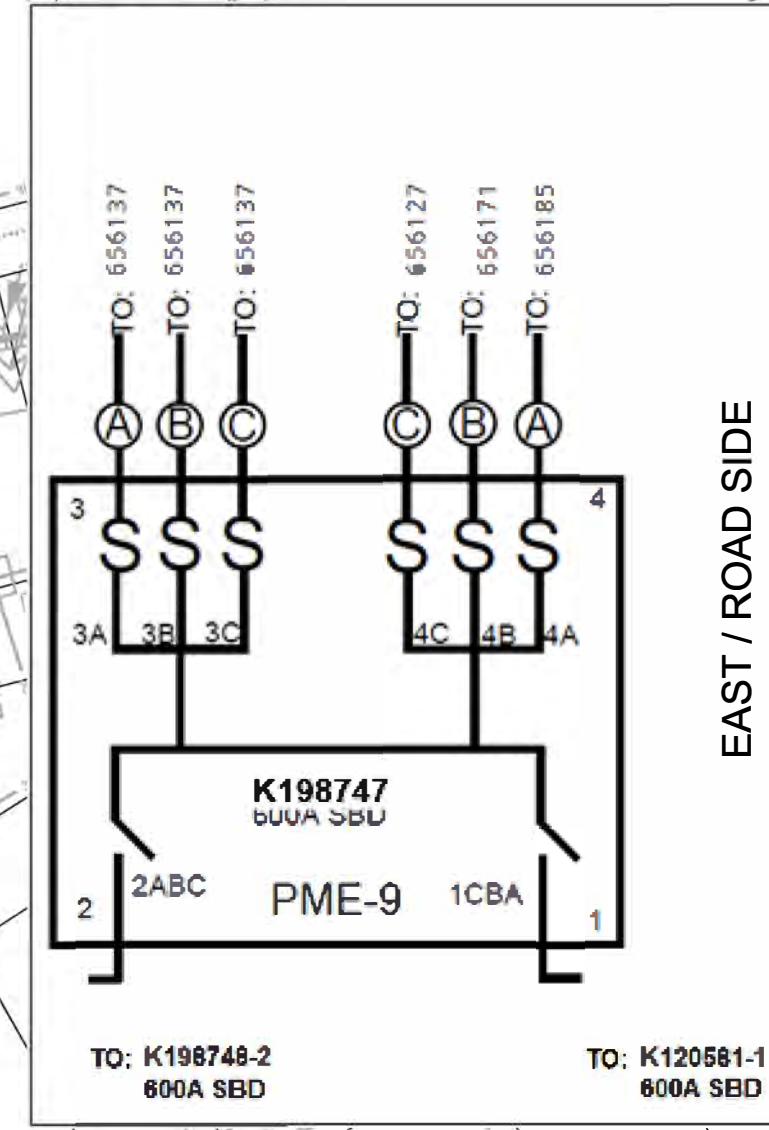
BAY 2 (N.C.)  
 E - 1000 AL (ABC)

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

ADDRESS  
 1111 LUTYENS LN,  
 CELEBRATION, FL 34747



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



**AVIAN AREA**

**DE PROJECT MANAGER**  
 ANNA VISNIC  
 407-415-7897

**DE ASSET DESIGN**  
 MIGDALIA CONCEPCION  
 689-444-8598

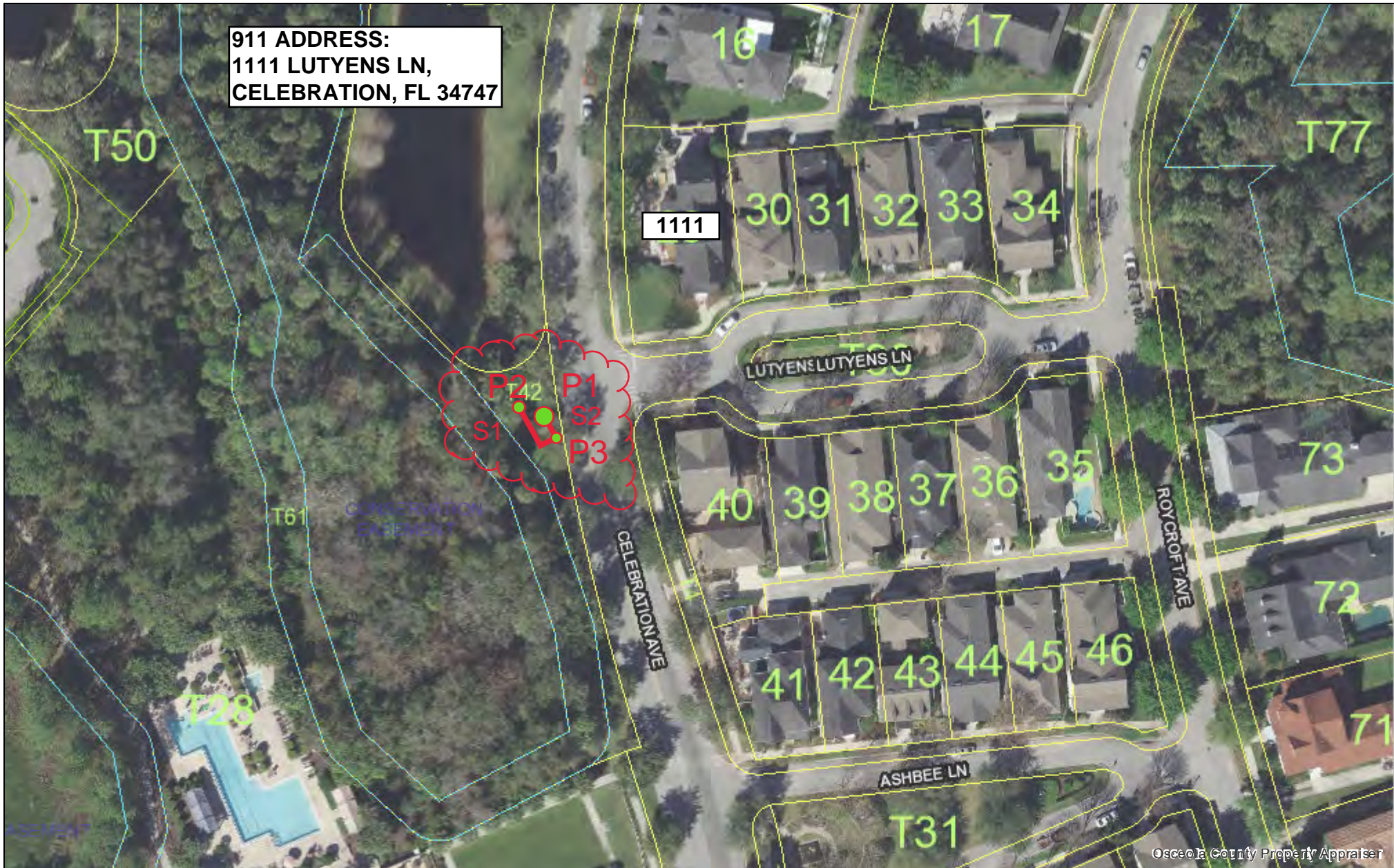
Work Order Number	51235863
Customer/Contact	
Contact Phone	
Job Site Address	1111 LUTYENS LN
City	CELEBRATION
County	OSCEOLA
State, Zip	FL, 34747
Designer	ANDREW SHOFNER
Designer Phone	407-243-3914
Circuit ID	K2706
Primary Voltage	12.47/7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	12-28-2023

**SCOPE OF WORK**  
 P1 GPS: 28.300446, -81.554271  
 - REPLACE EXISTING TRAYER-9 SWITCHGEAR WITH  
 A NEW PME-9 SWITCHGEAR  
 - INSTALL 25KVA PMTX 120/240V (P2)  
 - INSTALL FLUSHMOUNT PEDESTAL (P3)  
 - INSTALL MOS ON SWG K198747 BAY 2 N.C. (P1)

**CONSTRUCTION NOTES**  
 - ALL POINTS ACCESSIBLE  
 - MOT REQUIRED: P1, P2 & P3  
 - TREE TRIMMING REQUIRED: P1  
 - HAND DIG FOR TRENCH S2  
 - P2 TO BE SPLICED INTO EXISTING A PHASE  
 - SWITCHGEAR DETAILS BASED ON AVAILABLE GIS DATA ONLY.  
 CREW TO CONFIRM THIS INFORMATION WITH DCC AND FIELD  
 VERIFY ALL TAGS PRIOR TO SWITCHING.

EAST / ROAD SIDE

911 ADDRESS:  
1111 LUTYENS LN,  
CELEBRATION, FL 34747

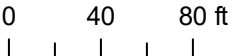


Osceola County Property Appraiser

**SCOPE OF WORK**

DUKE TO REPLACE SWITCHGEAR (P1), INSTALL NEW PMTX (P2), TRENCH SECONDARY CABLE IN NEW 1.5" CONDUIT FROM PROPOSED PADMOUNTED TRANSFORMER TO PROPOSED PEDESTAL (P3) AND HAND DIG SECONDARY CABLE FROM PROPOSED PEDESTAL TO SWITCHGEAR IN PRIVATE PROPERTY.

Date Generated: 12/6/2023



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

**1251 Celebration Avenue**

## 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: 3250 Bonnet Creek Rd. Phone: 689-444-8598  
Lake Buena Vista, FL 32830 Email: migdalia.concepcion@duke-energy.com

Contact Person (name and title): Anna Visnic  
Mailing Address: 452 E Crown Point Rd. Phone: 407-415-7897  
Winter Garden, FL 34787 Email: anna.visnic@duke-energy.com

Date of construction: 08/12/2024 TIMES Start: 7:00am End: 4:30pm  
Nature of construction (including the type(s) of activities which will occur): Installation of new pad-mounted recloser and replacement of two switchgears. Underground directional bore will be made from new equipment to replaced switchgear. Due to clearance issues, one switchgear will be relocated 75ft. North in private property behind the sidewalk along Celebration Ave.  
How does the construction benefit the constituents of the CCDD? \_\_\_\_\_

\_\_\_\_\_ By automating our facilities we are able to provide more reliable power to customers. The replacement of equipment will also help with longevity.

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): Sidewalk detour may be necessary to keep workzone safe.

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? No If yes, describe use: \_\_\_\_\_  
All existing utilities within the utility easement will be located prior to any digging.

Setup will begin at said area(s) at approximately (time) 6:45am and will be completed at (time) 4:30pm

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: 4 bucket trucks, a bore rig, and pickup trucks. Equipment will be a cable reel to install approx. 75' of underground cable. New device will is approx. 77" length by 46" height x 70" width with approx. weight of 1550 lbs. Replaced switchgears to have same footprint as existing equipment.

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: 1/30/2024

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

\*Please note that during construction, the driveway to get to 1251 Celebration Ave facilities will be blocked for access. Site will be coned off while equipment is replaced and new cable directionally drilled to new equipment locations.

## 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.

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  - 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](mailto: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: 1/30/2024

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 Concepcion

Date: 1/30/2024

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.**

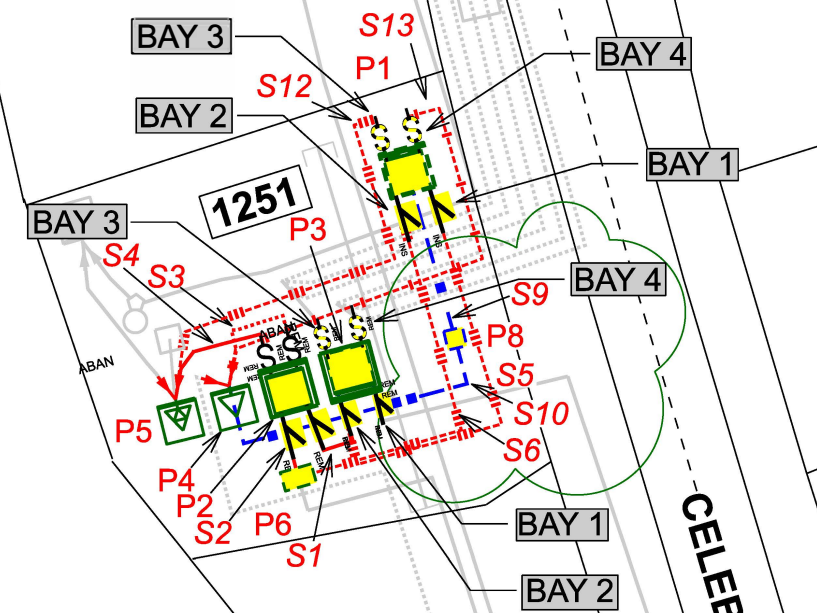
- P1**  
NEW TAG 6104655  
I - PME-9  
I - MOS CABINET N.O. BAY 2  
DEF 28.01-118 & 28-02-136
- P2**  
FIELD TAG K6008351  
R - PMH-9
- P3**  
FIELD TAG K6008350  
R - PMH-9  
I - PME-9  
DEF 28.01-118
- P4**  
FIELD TAG 6008362  
E - 25KVA UG (C) 120/240
- P5**  
FIELD TAG 6008361  
E - 75KVA UG (ABC) 120/240V
- P6**  
NEW TAG 8994000  
I - 48" X 78" X 60" PULLBOX
- P8**  
NEW TAG 8993935  
I - 12X20 FM PED  
DEF 25.06-116

- S1 - 10'**  
R - 1000 AL UG (ABC)
- S2 - 5'**  
R - 1000 AL UG (ABC)
- S3 - 5'**  
R - 1/0 AL UG (C)
- S4 - 10'**  
R - 1/0 AL UG (ABC)
- S5 - 75'**  
I - 1000 AL UG (ABC)  
I - 6" BORE GUARD  
TRENCHLESS  
TREE TRIMMING
- S6 - 70'**  
I - 1000 AL UG (ABC)  
I - 6" BORE GUARD  
TRENCHLESS  
TREE TRIMMING
- S9 - 5'**  
I - 10-2-SN UG  
I - 1 1/2" PVC  
TRENCH
- S10 - 75'**  
I - 6-2-SN UG  
I - 1 1/2" FLEX  
TRENCHLESS  
TREE TRIMMING

- S12 - 85'**  
I - 1/0 AL UG (ABC)  
I - 4" FLEX  
TRENCHLESS  
TREE TRIMMING
- S13 - 80'**  
I - 1/0 AL UG (C)  
I - 3" FLEX  
TRENCHLESS  
TREE TRIMMING

THE NEAREST INTERSECTION IS CELEBRATION AVE AND JESTER BEN DR WHICH IS 300' NORTHEAST FROM THE WORK LOCATION

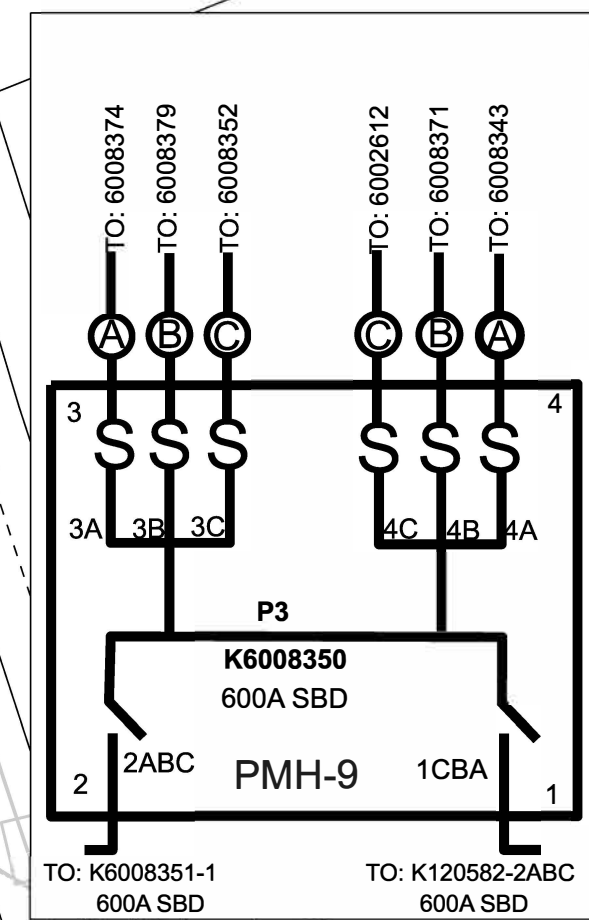
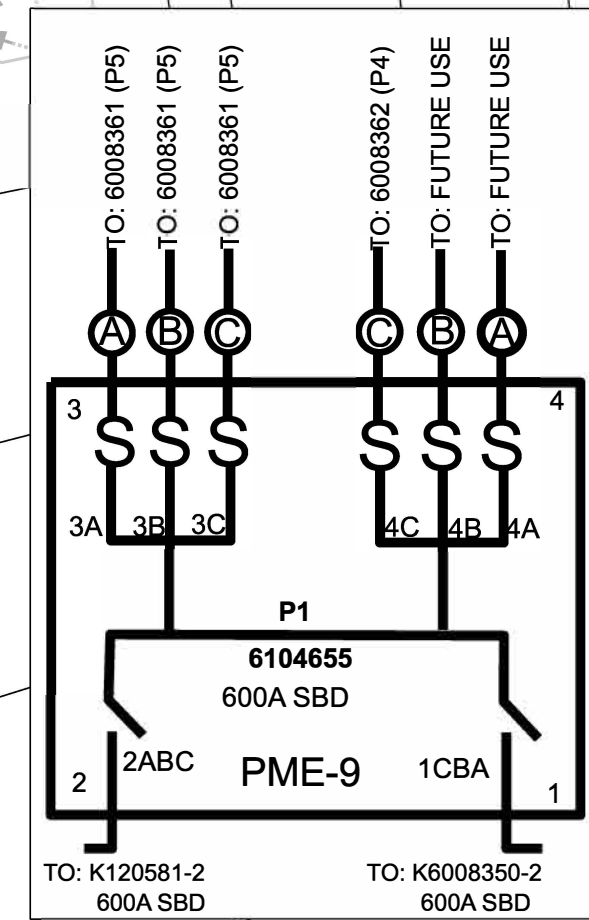
**CONSTRUCTION NOTE:**  
1 1/2IN CONDUIT TO BE CUT AND CAPPED AT THE SWITCHGEAR



**GIS UPDATE:**  
SWAP 3PH (ABC) PMTX 6008361 (P5) AND 1 PH (C) PMTX 6008362 (P4) TO MATCH FIELD CONDITIONS

**911 ADDRESS:**  
1251 CELEBRATION AVE  
CELEBRATION, FL 34747

**OUTAGE REQUIRED AT THE FOLLOWING XFRMS:**  
PMTX - 6008362 (P4)  
PMTX - 6008361 (P5)



**AVIAN ARE**

**DE PROJECT MANAGER:**  
ANNA VISNIC  
407-415-7897

**DUKE ASSET DESIGN:**  
MIGDALIA CONCEPCION  
689-444-8598

**SCOPE OF WORK**  
 P2 GPS: 28.305604, -81.553813  
 - REPLACE AND RELOCATE PMH SWITCHGEAR WITH PME (P2 TO P1)  
 - REPLACE PMH SWITCHGEAR WITH PME (P3)  
 - INSTALL MOS ON SWG 6104655 BAY 2 N.O. (P1)  
 - INSTALL FLUSHMOUNT PEDESTAL (P8)  
 - BORE 70' OF 1000 AL UG PRIMARY TO PULLBOX (P6) TO INTERCEPT UG PRIMARY FROM SWG K6008351 BAY 2  
 - RE-BORE 85' OF 1/0 AL UG PRIMARY TO PMTX 6008362 (P5)  
 - RE-BORE 80' OF 1/0 AL UG PRIMARY TO PMTX 6008361 (P4)  
 - RE-BORE 75' OF 1000 AL UG PRIMARY TO SWG K6008350 BAY 2 (P3)

**CONSTRUCTION NOTES**  
 - ALL POINTS ACCESSIBLE  
 - ALL POINTS LOCATED ON PRIVATE PROPERTY: P1-P8  
 - SPAN LENGTHS ARE APPROXIMATES  
 - HAND DIG TRENCH FOR S9  
 - SIDEWALK CLOSURE NEEDED  
 - DRIVEWAY CLOSURE NEEDED  
 - SITE RESTORATION NEEDED  
 - MOT REQUIRED: P1, P8

Work Order Number	51236222
Customer/Contact	
Contact Phone	
Job Site Address	1251 CELEBRATION AVE
City	CELEBRATION
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 <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	OSCEOLA COUNTY
Permit Type/No. 2	CELEBRATION CDD
Permit Type/No. 3	
Revision Date	01/29/24

**RELOCATE SWITCHGEAR TO AVOID CLEARANCE ISSUES WITH MOS.**

**TREE TRIMMING REQUIRED TO CLEAR OUT FOR ACCESS.**

**INSTALL SWITCHGEAR 5FT. FROM THE BACK OF THE SIDEWALK. RE-BORE NEW PATH FOR EXISTING PRIMARY SPANS.**

**RE-BORE PRIMARY TO K6008350-2**

**INSTALL PULLBOX**

**RE-BORE C-PHASE TO 6008362 FROM NEW SWG LOCATION. RE-BORE UG PRIMARY TO 6008361 FROM NEW SWG LOCATION.**

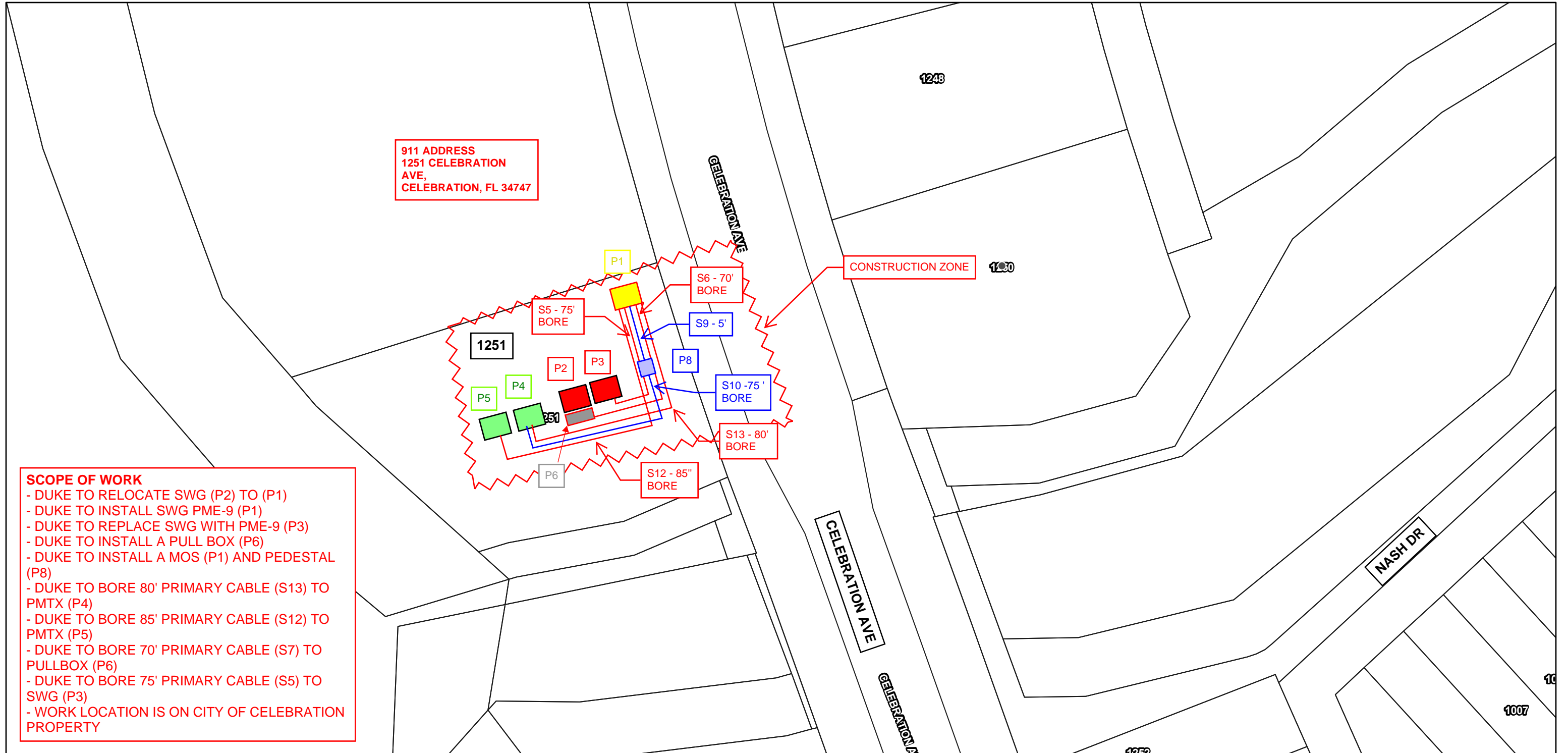
**BORE NEW PRIMARY TO WHERE EXISTING SWG LOCATION IS TO INTERCEPT 438476034.**

**SIDEWALK CLOSURE NEEDED. DRIVEWAY CLOSURE NEEDED. SITE RESTORATION NEEDED.**

**MENTION THESE CONDITIONS IN THE PLAN VIEW & UNDER THE CONSTRUCTION NOTES ON THE PRINT.**



# WO51236222 AERIAL MAP



911 ADDRESS  
1251 CELEBRATION  
AVE,  
CELEBRATION, FL 34747

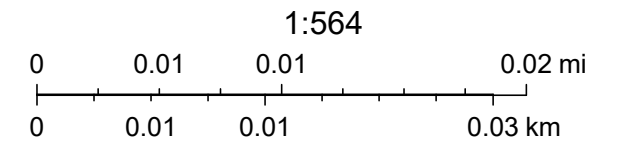
CONSTRUCTION ZONE

**SCOPE OF WORK**

- DUKE TO RELOCATE SWG (P2) TO (P1)
- DUKE TO INSTALL SWG PME-9 (P1)
- DUKE TO REPLACE SWG WITH PME-9 (P3)
- DUKE TO INSTALL A PULL BOX (P6)
- DUKE TO INSTALL A MOS (P1) AND PEDESTAL (P8)
- DUKE TO BORE 80' PRIMARY CABLE (S13) TO PMTX (P4)
- DUKE TO BORE 85' PRIMARY CABLE (S12) TO PMTX (P5)
- DUKE TO BORE 70' PRIMARY CABLE (S7) TO PULLBOX (P6)
- DUKE TO BORE 75' PRIMARY CABLE (S5) TO SWG (P3)
- WORK LOCATION IS ON CITY OF CELEBRATION PROPERTY

12/26/2023, 11:53:14 AM

- Parcels
- EXISTING PMTX
- EXISTING SWITCHGEAR
- PROPOSED PULLBOX
- PROPOSED SWITCHGEAR
- PROPOSED PEDESTAL
- NEW UG PRIMARY
- NEW UG SECONDARY



# **Subsection 7D**

## **LPR Non-Renewal**

# 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  
Russ Simmons, Field Manager

---

February 13, 2024

### **Sent via FedEx (standard overnight) and Email where indicated**

Vetted Security Solutions, LLC  
4185 35th Street North  
St. Petersburg, Florida 33714  
Attn: Sam Boyle, Account Manager  
[sboyle@vettedsecurity.com](mailto:sboyle@vettedsecurity.com)

Vetted Security Solutions, LLC  
4185 35th Street North  
St. Petersburg, Florida 33714  
Attn: Bryce Gonzalez

### **Re: Notice of Non-Renewal of License Plate Reader Agreement between Celebration Community Development District and Vetted Security Solutions LLC**

Dear Mr. Boyle and Mr. Gonzalez:

Please be advised that I am the District Manager to the Celebration Community Development District (the "District") and the authorized representative under the Contract between the District and Vetted Security Solutions LLC ("Vetted"), as amended by an extension and amendment to the Contract, dated February 24, 2023 (collectively, the "Contract").

The District has elected not to renew the Contract pursuant to your Quote # Q-10235-1, dated January 23, 2024 (attached). The Contract period will, therefore, end on February 23, 2024.

Please contact our office in advance for any coordination or assistance you need in removal of cameras to occur on or after February 24, 2024, at the completion of the contract term.

We thank you for your service.

Sincerely,

Angel Montagna  
District Manager for Celebration Community Development District

cc: Jan A. Carpenter, Esq. (via e-mail)



**Vetted Security Solutions**

4185 35th St N  
Saint Petersburg, FL 33714  
Office Phone: (727) 440-3245

**Purchaser:** Greg Filak  
**Purchaser Phone Number:**  
**Purchaser Email:** greg.filak@celebrationcdd.org  
**Quote Name:** L5F Renewal  
**Quote #:** Q-10235-1  
**Job Number:** 10084  
**Date:** 1/23/2024  
**Expires On:** 2/22/2024

**Ship To**  
Celebration Community Development District (FL)  
313 Campus St  
Celebration, FL 34747  
USA

**Bill To**  
Celebration Community Development District (FL)  
313 Campus St  
Celebration, FL 34747  
USA

**PROJECT QUOTATION**

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sam Boyle	(727) 426-3591	sboyle@vettedsecuritysolutions.com	Ground	Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
8.00	VSS-FM-01	Fixed LPR Communications Enclosure with 1 Camera – Annual subscription includes warranty, cellular line of service, and licensing	\$3,100.00	\$3,100.00	\$24,800.00
<b>TOTAL:</b>					\$24,800.00

**Scope of Work**

**Notes**

**Terms & Conditions**

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above-stated bill of materials.
3. There will be a 3.5% processing fee for credit card payments.
4. The expected lead time for hardware and installation is 30-60 days.
5. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
6. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.



7. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.

8. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).

9. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

<b>Project Total: \$24,800.00</b>
-----------------------------------

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_

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

Please sign and email to [insidesales@vettedsecurity.com](mailto:insidesales@vettedsecurity.com)

THANK YOU FOR YOUR BUSINESS!

# **Subsection 7E**

## **Contractor Evaluations**

EVALUATED BY MANAGEMENT:

Company/Vendor Evaluated: CLARKE

Date of Evaluation: 2/1/2024

Evaluation Period: FISCAL YEAR 2023

**Quality of Service (Performance):** Choose an item.

THEY COME OUT AND TREAT PER THE CONTRACT.

**Timeliness of Service (Schedule):** Choose an item.

THEY ARE VERY RESPONSIVE. IF ANY ISSUES OR CONCERNS COME IN, THEY ARE OUT IMMEDIATELY TO RESOLVE.

**Cost Controls / Financial Management (Cost):** Choose an item.

THIS DOES NOT APPLY AS THEY HAVE A CONTRACTED PRICE.

**Business Relationship (Management):** Choose an item.

THE RELATIONSHIP IS VERY GOOD AS THEY ARE RESPONSIVE AND HANDLE CONCERNS IMMEDIATELY. THEY ALWAYS CHECK IN TO SEE HOW THINGS ARE GOING AND ATTEND MEETINGS AT LEAST QUARTERLY WITHOUT BEING ASKED.

**Additional Comments for Continuous Improvement:**

MANAGEMENT SEE NO ISSUES WITH CLARKE AT ALL.

**Overall Performance Score for Evaluated Period:** Choose an item.

ON A 1-10 SCALE - 10

**Contractor Response to Any Comments Provided By Supervisor:**

[CONTRACTOR TO INSERT RESPONSES OR REBUTTALS TO ANY SUPERVISOR EVALUATION COMMENTS]

EVALUATED BY MANAGEMENT:

Company/Vendor Evaluated: SOLITUDE

Date of Evaluation: 2/1/2024

Evaluation Period: FISCAL YEAR 2023

**Quality of Service (Performance):** Choose an item.

THEY COME OUT AND TREAT PER THE CONTRACT.

**Timeliness of Service (Schedule):** Choose an item.

THEY ARE RESPONSIVE. IF ANY ISSUES OR CONCERNS COME IN, THEY ARE RESPONSIVE, BUT IT DOES TAKE AN EXTENDED AMOUNT OF TIME TO ADDRESS THE CONCERNS. THE DISTRICT PAID SERVICES AND WE ARE CURRENTLY WAITING ON THEM TO DO THE JOB AGAIN.

**Cost Controls / Financial Management (Cost):** Choose an item.

THIS DOES NOT APPLY AS THEY HAVE A CONTRACTED PRICE.

**Business Relationship (Management):** Choose an item.

THE RELATIONSHIP IS GOOD AS THEY ARE RESPONSIVE BUT DO NOT HANDLE CONCERNS TIMELY. THEY TO CHECK IN WHEN ON-SITE WITH THE OFFICE. THEY NEED TO ATTEND MEETINGS AT LEAST QUARTERLY WITHOUT BEING ASKED.

**Additional Comments for Continuous Improvement:**

MANAGEMENT WOULD LIKE TO SEE PROJECTS/WORK GET DONE MORE TIMELY.

**Overall Performance Score for Evaluated Period:** Choose an item.

ON A 1-10 SCALE - 7

**Contractor Response to Any Comments Provided By Supervisor:**

[CONTRACTOR TO INSERT RESPONSES OR REBUTTALS TO ANY SUPERVISOR EVALUATION COMMENTS]

# **Subsection 7F**

## **Master Plan Proposals**

**Dix-Hite**



DIX·HITE

# CELEBRATION PARKS MASTER PLAN

PARKS AND RECREATION SYSTEM PLANNING SERVICES

Celebration, Florida

February 16, 2024

Contact: Chris Hite, Founder  
Dix.Hite + Partners  
chite@dixhite.com  
150 West Jessup Avenue  
Longwood, Florida 32750  
(p) 407.667.1777

February 16th , 2024

Angel Montagna  
Vice President of District Services  
Inframark  
313 Campus Street  
Celebration, FL 34747



**Re: Celebration Parks Master Plan  
Project Number 240103**

Dear Angel,

The Dix.Hite + Partners Team is pleased to present this updated response to the Celebration CDD Parks Master Plan. We're excited for this opportunity to go through the signature Dix.Hite '6 D' design process, alongside the town of Celebration stakeholders, to develop a parks system master plan that meets the future needs of the town. Our recent experience in park system master planning, park design, traditional and master planned community design and our current and historic familiarity with Celebration over 30 years, from early master planning to recent work at Island Village, puts us in a unique position to guide this vision forward.

Our team wholeheartedly believes that parks serve as the heart of the community by providing the opportunity connect with the outdoors in active and passive pursuits, creating a strong relationship to the environment and community that makes Celebration unique. We strive always to truly listen to the Client's dream, and provide recommendations on how facilities, programming, budget, spatial relationships, connections, and materials can translate a spoken story of place, building on the legacy and story of Celebration and its vibrant residents.

Based on the direction provided from your team and our enhanced understanding of the ask we have added a team member to include HR&A Advisors. HR&A Advisors specializes in providing economic analysis and proformas for park systems across the United States. We believe HR&A Advisors adds a high level of value to the Parks Master Plan by establishing a financial model detailing estimated operating costs and revenue sources in alignment with the Framework Plan developed by the team. As well as developing a funding plan that matches sources to uses identified in the Framework Plan, including earned income, contributed income, value capture, and public funding sources.

As requested, fees have been established as fixed fee for each scope sections, with the exemption of the Community Engagement and Workshop sections which will be in a time and materials format.

We look forward to discussing our proposal with you and your team. We are extremely excited about the opportunity!

Regards,



**CHRIS HITE, PLA, FASLA**

FOUNDER

DIX.HITE + PARTNERS

Attachments



# FIRM PROFILE

Celebration Parks Master Plan

Project Number 240103

February 16, 2024





## ***Hi! We're Dix.Hite, and we Design for Life.***

*What exactly does that mean? Well, to us, Designing for Life isn't just what we do - it's who we are, it's how we think, it's why we do what we do.*

When we design, we are driven by how our ability to tell the stories of the land will impact the life of a space's end users. It means that we design for life experiences. It means that we keep native ecosystems top of mind in our design work. It means that our employees pour their all into their work, thus enhancing their own lives and the lives of those who interact with the spaces they design.

### **Our Story**

Since 1996, Dix.Hite + Partners has been providing holistic landscape architecture, urban design, and land planning services throughout the United States and internationally. We are an award-winning firm that designs for life through making exterior spaces – and the experiences within those spaces – flow. Our firm specializes in parks, open space, trails, streetscapes, sustainable mixed-use projects, transportation corridors, and multi-family development. Our team of around 40 employees work out of our offices in Orlando, FL, Atlanta, GA, and Birmingham, AL.

### **Our Mission**

*To realize the full potential of the land by designing exterior spaces, and the experiences within those spaces, that flow.*

We make it our mission to harness the spirit of the land through holistic, intentional, and enduring design. With a shared interest in honoring the local environment and celebrating community character, we approach each project with unwavering passion. And we are determined to provide sustainable, context-sensitive solutions. We strive to connect people to place.

### **Our Vision**

*To bring the community and the earth into harmony.*

Being landscape architects comes with tremendous responsibility to the Earth and all of its creatures. Through continuous research, we strive to be at the forefront of environmentally responsible design. At Dix.Hite, we incorporate sustainable design principles on our projects, both from a land planning perspective and through detailed design, including an emphasis on Low Impact Development and water-wise approaches to landscape design and irrigation. We ensure our designs celebrate the natural and historical context, preserving the region's character for future generations.

### **Our Culture**

*We believe in collaboration over ego.*

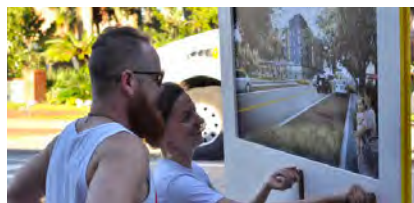
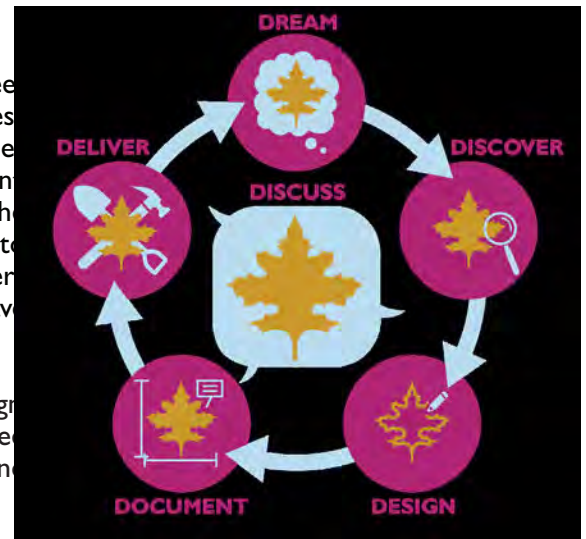
We work side-by-side with our clients and community members to help establish an overall vision for their project and work tirelessly to ensure that vision is met. We take ownership of all the exterior design from site planning down to the tiniest details. Our work touches every consultant's work — we find and fill the gaps, and tie up the loose ends. This collaborative mindset has resulted in some exceptional projects that have had tremendous impacts on the community.

## Our Process

*Collaborative, insightful, and curious - who we are is how we work.*

We're true believers in the power of the design process. To help clients meet their goals, we apply the "6D" approach: a transparent and scalable process that engages the entire design team in collectively identifying opportunities and constraints. These steps provide a framework for project management ensuring that outcome matches the intent and that the results fulfill the vision. As details of the project are uncovered, we adapt our approach to meet specific goals, deliverables, and time frames. Dix.Hite team members hold the 6D method integral to the firm's culture and creativity and have applied it successfully to numerous design projects.

The name, "6D," refers to the steps in the process: dream, discover, design, discuss, document and deliver. Each step of the way, progress is checked against the dream, helping ensure that the outcomes meet the intent and that the results fulfill the vision.



### DREAM

At the outset of the project, the Dix.Hite team seeks input from the client and stakeholders to understand needs and aspirations. We uncover the unique "why" of the project and identify goals and solutions that will inform the design responses. Each remaining step of the 6D process is validated against the dream to ensure the final outcome meets the vision.



### DISCOVER

During this phase, we collect and document the base data and review relevant planning documents that influences the study area. We create a digital base data, conduct an inventory and analysis of the existing parks and recreation facilities. Prepare a level of service standard to determine the general size and location of proposed new parks and recreation facilities needed to accommodate anticipated growth. Engage with the local stakeholders and residents.



### DESIGN

With the dream identified, existing parks and recreation conditions and opportunities understood, and input from the public gathered the design begins. Potential solutions are communicated through diagrammatic plans, reports, graphics or other deliverables that address programmatic and spatial relationships, while taking into account critical path permit issues, schedule, existing policies and budget parameters.



### DOCUMENT

The design is advanced into framework plans. The team coordinates across disciplines to create one cohesive document that communicates park hierarchy, major system components, and community wide connectivity. In addition facility fit studies are prepared for each major system component to determine spatial requirements, vision, and character.



### DELIVER

The Dix.Hite team is committed to implementation and provides services to help clients navigate bidding, permitting, and construction. We take great professional pride in being with clients from the initial visioning session all the way through ground breaking and grand opening.



### DISCUSS

Critical to the success of the process, this step validates the options. The design team, client and stakeholders come back together to review the design solutions and collaborate on modifications. This step occurs continually throughout the process.

## Project Design Team



### EDUCATION

Master of Landscape Architecture,  
University of Florida, 2012

Bachelor of Landscape Architecture,  
University of Georgia, 1987

### REGISTRATION

Landscape Architect  
FL, SC, GA, VA, AZ, HI  
LEED-AP

### AFFILIATIONS

ASLA, Fellow  
onePULSE Foundation Design &  
Construction Committee, Member  
UGA College of Environment & Design  
Dean's Advisory Council, Chair

## DIX.HITE + PARTNERS

### CHRISTINA HITE, PLA, FASLA, LEED-AP Urban Design Lead



As Founding Partner of the firm, Chris provides visionary leadership to a flourishing practice. Her exemplary leadership recently was recognized by the Orlando Business Journal and i4 Business Magazine, both of which named Chris a 2017 CEO of the Year for Central Florida. Chris didn't set out in her younger years to become a top recognized CEO. Rather, she was a designer, adventurer and environmentalist who applied her artistic talents to become a world-class landscape architect. Along the way, she learned that planning for business success can be similar to planning for project success. Chris' design work celebrates the unique characteristics of a place's social and geographical context, with a special focus on local ecologies, cultural identity, history, native plants, local materials, urban form, regional character and quality of life. Her master-planning portfolio includes award-winning work on Green Island Ranch, Osceola County, Florida; Lake Nona Town Center, Orlando, Florida; Starkey Ranch, Pasco County, Florida; Central Florida's Commuter Rail System, SunRail, , Crest Lake Park, Clearwater, Florida; Solary Park and Oviedo on the Park in Oviedo, FL, and Hoakalei, a master-planned community in Hawaii. Chris strives to advance the practice of landscape architecture by volunteering on boards and advisory councils to share her professional experience and knowledge with young professionals, students, community leaders, developers and designers.

The iconic leaf fountain in Artisan Park has been the backdrop for many important life moments for 20 years – family photo shoots, proms, and even weddings. Chris Hite designed the fountain to represent a turkey oak leaf falling on the surface of a lake, which she observed on early site visits.



## Project Design Team



### DIX.HITE + PARTNERS

#### DAVID HOPPES, PLA

##### Principal-in-Charge

David is a principal and studio leader at Dix.Hite and has 29 years of experience in the field of landscape architecture with both public and private clients. His experience includes lead project design, visioning, concept development, landscape/hardscape design, and project management/implementation. He has a passion for context sensitive design and takes pride in creating projects that are timeless and seamlessly fit within their environment. David excels at complex, detail-oriented projects that require multi-disciplinary coordination. His design and management skills lend focus to urban infill, mixed use and multi-family developments, resorts, multi-use trail systems, streetscapes, parks, scenic byways, and multi-modal transportation/pedestrian facilities.

#### YEARS OF EXPERIENCE

29 years

#### EDUCATION

B.S. Landscape Architecture,  
Purdue University, 1994

#### REGISTRATION

Landscape Architect:  
FL #LA1719

#### AFFILIATIONS

ASLA, Member



#### SELECTED PROJECT EXPERIENCE

- Coastal Oaks Preserve, Vero Beach, FL, Indian River Land Trust
- University of Florida Research & Academic Center At Lake Nona, Orlando, FL \*
- St. Leo University, St. Leo, FL, St. Leo University \*
- 4ROOTS Farm, Orlando, FL, 4R Foundation
- City of Jacksonville Pedestrian & Bicycle Master Plan, Jacksonville, FL
- City of Longwood Historic District Master Plan, Longwood, FL
- What If: Community Engagement Tool, Orlando, FL
- Reiter Park, Longwood, FL
- Hamlin, West Orange County, FL
- Florida Southern College Campus Donor Gardens, Lakeland, FL \*
- Oakland Park, Winter Garden, FL
- Briley Farm, Oakland, FL
- Winter Park Village, Winter Park, FL
- Artisan Park, Celebration FL



### DIX.HITE + PARTNERS

#### MADELINE STEIGERWALD, PLA

##### Senior Associate

Madeline is a landscape architect with 9 years of experience. She earned a bachelor's degree in landscape architecture from The Ohio State University. Her current project focus includes roadway and streetscape design, multi-family developments, residential design, community hardscape and landscape renovations, and exterior building color studies. Madeline's role at Dix.Hite includes detailed hardscape and landscape design, construction documentation production, graphic design, and rendering.

#### YEARS OF EXPERIENCE

9 years

#### EDUCATION

B.S. Landscape Architecture  
The Ohio State University, 2010

#### REGISTRATION

Landscape Architect:  
Alabama 817

#### AFFILIATIONS

ASLA, Member



#### SELECTED PROJECT EXPERIENCE

- Center Lake Ranch Public Realm, St Cloud, FL, Pineloch
- Waterlin, Osceola County, FL, Gentry Land Company
- Celebration Island Village Multi-Family, Celebration, FL, Streetlights Residential
- 4ROOTS Farm, Orlando, FL, 4R Foundation
- Starkey Ranch, Odesa, FL, Gentry Land Company
- Lake Nona Town Center, Orlando, FL, Tavistock Development
- Trussville Entertainment District, Trussville, AL, City of Trussville
- Sand Mountain Park & Amphitheater, Albertville, AL, City of Albertville

\*Work completed with past employer



## DIX.HITE + PARTNERS

### HANNAH PLATE

#### Project Manager

Hannah is a landscape designer with over 9 years of experience in urban design and landscape architecture. Hannah is a skilled project manager with experience leading multi-disciplinary design teams on a variety of projects. Her role at Dix.Hite is project management, holistic site design from concepts through construction, leading and participating in community engagement activities, and developing graphic renderings. Her skills as a designer and passion for building community are an asset to any team. Hannah has amazing ideas and is skilled at effectively articulating them to different audiences.

#### YEARS OF EXPERIENCE

9 years

#### EDUCATION

B.S. Landscape Architecture,  
University of Florida, 2013

#### AFFILIATIONS

ASLA, Member  
ACD Member



#### SELECTED PROJECT EXPERIENCE

- Rollins East End Village, Winter Park, Florida
- Washington Street Park Transformation, Tampa, Florida
- Market at Southside, Orlando Florida
- AIA Strategic Plan, AIA Corridor, FL, FDOT
- Brooklyn North - Project Manager, Jacksonville, Florida
- Lake Mary Stair Step Park, Orlando, Florida
- Rollins Innovation Triangle, Winter Park Fl
- Catchlight Crossings - Project Manager and Designer\*
- Meridian Park Community - Project Manager\*
- Celebration Island Village - Designer\*



## DIX.HITE + PARTNERS

### HANNAH PLATE

#### DESIGNER

Kirsten first joined us as an intern and came on full-time after completing two semesters in the Master of Landscape Architecture program at the University of Florida and a Certificate in Landscape Architecture from UCLA. Before pursuing landscape architecture, Kirsten earned a Bachelor of Science in Nutritional Sciences, worked in finance, and founded her own interior design and renovation business which she ran for over 5 years. To say she's well-rounded is an understatement. She has incredible talent for design and is curious and passionate about improving the built environment for people.

#### SELECTED PROJECT EXPERIENCE

- 4ROOTS Farm, Orlando, FL, 4R Foundation
- Waterlin, Osceola County, FL, Gentry Land Company
- New Yard Pattern Book, OUTSIDE Collaboration
- Washington Street Park Transformation, Tampa, Florida

#### YEARS OF EXPERIENCE

19 years

#### EDUCATION

Master of Landscape Architecture,  
University of Florida, Completed 2  
semesters 2021-2022

Landscape Architecture Certificate  
Program, University of California Los  
Angeles - Extension, 2020

#### AFFILIATIONS

ASLA, Member



\*Work completed with past employer

## Project Design Team



### YEARS OF EXPERIENCE

### EDUCATION

Massachusetts Institute of Technology,  
Master in City Planning, 2009  
University of Pennsylvania, Wharton  
School, Bachelors in Economics,  
Minor in French, 2002

### AFFILIATIONS

Landscape Architecture Foundation,  
Member, Board of Directors, 2019 –  
Present

## HR&A ADVISORS, AICP

### CONNIE CHUNG

#### Partner

Connie is a leader in HR&A's planning and open space practice where she develops programming, funding, and partnership strategies that enable successful public-private partnerships. Her work guides strategic investments in civic infrastructure and catalyzes signature public realm projects. Connie's open space practice ranges from the revitalization of existing assets to the introduction of completely new amenities to a community, using market data to ground business planning. In master planning projects, Connie develops market-supportable programs and implementation plans for complex, large-scale, and mixed-use projects. Connie was the project manager for the conception and implementation of The Lawn on D, an award-winning outdoor event space in Boston, during its first two seasons; with The Lawn on D, she developed the programming and branding concept, built and managed a team to oversee the project, and built internal capacity with the owner, which operates The Lawn on D as a net income-generating venture. Prior to joining HR&A, Connie was Director of Planning at the Alliance for Downtown New York, where she managed its planning efforts districtwide, including the activation of public open spaces in collaboration with commercial property owners and small businesses. Connie also serves as the Managing Principal for HR&A's Los Angeles office, where she focuses on talent development and business strategy.

#### SELECTED PROJECT EXPERIENCE

- Atlanta Parks Department Budget and Operations Analysis
- Long-term Maintenance Strategy for Atlanta BeltLine, Atlanta, GA
- Funding Strategy for Silver Lake Reservoir Complex Master Plan, Los Angeles, CA
- Implementation Strategy for Grand Rapids Parks Master Plan
- LA County Department of Parks and Recreation Impact Fee Analysis
- Fairfax County Parks Equity Study
- Cultural Terrace Business Planning at Orange County Great Park, Irvine, CA



### YEARS OF EXPERIENCE

35 years

### EDUCATION

Harvard University Law School, Juris  
Doctor, 1986  
Amherst College, Bachelor of Arts,  
American Studies, 1981

### AFFILIATIONS

American Society of Landscape  
Architects, Honorary Member  
Urban Land Institute, Chair

## HR&A ADVISORS

### CANDACE DAMON

#### Chair

Candace is the Chair of HR&A Advisors, Inc. and has over 35 years of experience in the management of complex, public-private real estate and economic development activity. Candace has devoted her career to crafting sustainable urban redevelopment strategies in cities across North America. Her specific areas of expertise include supporting master planning efforts for large-scale revitalizations, including of downtowns and waterfronts; ensuring the long-term viability of urban open space; leading organizational planning for non-profits and institutions; and addressing the financial challenges of making commercial and multifamily residential buildings energy efficient.

#### SELECTED PROJECT EXPERIENCE

- Atlanta Parks Department Budget and Operations Analysis
- Long-term Maintenance Strategy for Atlanta BeltLine, Atlanta, GA
- San Diego Downtown Parks Implementation Master Plan
- Economic and Policy Analysis for Green Line Parks & Commons Initiative in Minnesota
- Redevelopment Planning for the Sarasota Bayfront
- Sarasota Performing Arts Center Strategic Support



## Project Design Team



### HR&A ADVISORS CLAIRE SUMMERS PROJECT MANAGER



Claire focuses on developing strategies to build and preserve vibrant, sustainable, and inclusive open spaces and to guide place-based investments that catalyze equitable economic development. Prior to joining HR&A, Claire worked for the Massachusetts Port Authority as part of the Real Estate Strategy and Policy Division, where she contributed to the creation of long-term strategies for the agency's citywide properties and helped grow its public realm initiative. Previously, she worked for social impact real estate development firm Bastogne Development Partners and for the Center City District in Philadelphia. Claire holds a Masters in Urban Planning from the Harvard Graduate School of Design and a Bachelor of Arts from Vassar College.

#### YEARS OF EXPERIENCE

10 years

#### EDUCATION

Harvard Graduate School of Design,  
Masters in Urban Planning, 2018  
Vassar College, Bachelor of Arts,  
2014

#### SELECTED PROJECT EXPERIENCE

- Long-term Maintenance Strategy for Atlanta BeltLine, Atlanta, GA
- Atlanta Parks Department Budget and Operations Analysis
- Funding Strategy for Silver Lake Reservoir Complex Master Plan, Los Angeles, CA
- Grand River Governance & Funding, Grand River, MI
- Downtown Planning Study, Boston, MA
- South Main Innovation District Development Advisor, Houston, TX





**KPM FRANKLIN**  
**MICHAEL HOLBROOK, ASLA**  
**Director of Planning**



Michael C. Holbrook, ASLA, director of planning, has experience in all aspects of urban planning, landscape architecture, site planning and design, project management and business development. His responsibilities have ranged from developing the Master Plan for an international airport in the West Indies and preparing Land Use Plans for a 27,000-acre project in Central Florida, to designing and implementing the Development Plan for a major resort in Central Florida. He has consulted for a variety of public and private clients involving commercial, industrial, resort and residential projects. His current experience includes the utilization of Geographic Information Systems (GIS) technology in regional planning analysis and growth forecasting. He brings this unique understanding to each assignment.

**YEARS OF EXPERIENCE**

40 years

**EDUCATION**

Bachelor of Science Landscape Architecture University of Florida, 1978

Master of Arts Urban and Regional Planning

University of Florida, 1981

**REGISTRATION**

Florida Landscape Architect No. LA0000742

**SELECTED PROJECT EXPERIENCE**

- Ridgewood Lakes | Walton Development & Management | Polk County | 2014
- Sorrento Springs | Commercial Real Estate Development Consultants Inc. | Lake County, Florida | 2002 - 2005
- Colonial Town Park | Colonial Properties Trust | Lake Mary, FL | 2006
- Orange Lake Resort and Country Club | Kissimmee, FL | 1994 - 1999
- Cascades PUD | CDD | Groveland, FL | 2003
- Fore Ranch PUD | Elegance Berkeley | Ocala, FL | 2008
- Deer Run CDD | Flagler County | Flagler County, FL | 2008
- Vista Lakes CDD | Orlando, FL | 2004 - 2015
- Cascades PUD / CDD | Levitt Homes | Groveland, FL | 2005
- Colonial Center Heathrow | Colonial Properties Trust | City of Lake Mary and Seminole County, Florida | 2006



**KPM FRANKLIN**  
**ALLYSON WILLIAMS, MSURP**  
**Senior Planner**



Allyson Williams, MSURP, Planning Specialist / Analyst, has four years of planning experience working in public policy, site plan review and urban design. Her experience ranges from regional entities and local municipalities to private projects including residential, commercial and industrial sites. She is responsible for providing planning services which include conducting due diligence studies, aiding in the entitlement and public hearing processes as well as providing permitting assistance.

**YEARS OF EXPERIENCE**

4 years

**EDUCATION**

Bachelor of Arts International Affairs with a concentration in Geography Florida State University, 2016

Master in Science Community and Regional Planning

University of Central Florida, 2020

**REGISTRATION**

American Planning Association (APA),

**SELECTED PROJECT EXPERIENCE**

- Hickory Tree Road | American Land Development | St. Cloud, FL | 2022-Present
- Conine Drive | KPaul Architects | Winter Haven, FL | 2022-Present
- Plymouth Sorrento Subdivision | Innovative Investment Group | Apopka, FL | 2021 - Present
- Vistas at Davenport | MAS Development | Polk County, FL | 2022-Present
- The Great Ausch Hotel | Lincoln Heights Estates, LLC | Location | 2022-Present Project

*\*Work completed with past employer*



## KPM FRANKLIN

### ROBBY MOON, PE

#### Principal in Charge



Robert M. Moon, PE, principal and chief executive officer; has more than 20 years of civil engineering and project management experience for private and public clients. He has been the project manager and engineer of record for nearly 100 theme park projects. He oversees projects from concept to completion, including client and subconsultant coordinating, concept planning, civil engineering and construction document design, permitting, bidding, construction administration, site inspection and final certification.

#### SELECTED PROJECT EXPERIENCE

- Clubhouse | Country Club of Orlando | Orlando, FL | 2023-Present
- Celebration Civic Corridor – Lot D | Celebration Residential Owners Association | Celebration, FL | 2021-2023
- Animal Kingdom, Project Lion | Facility Asset Management | Walt Disney World Resort | 2018-2020
- Southwest Aquatic Center | EH Burns, LLC | Winter Garden, FL | 2018
- Magic Kingdom, Project Willis | Walt Disney Imagineering | Walt Disney World Resort | 2017-2018
- Epcot BOH, WDI Building and Parking | Walt Disney Imagineering | Walt Disney World Resort | 2017-2018
- Project Sunset – Phase 2, All Parks | Facility Asset Management | Walt Disney World Resort | 2017
- Magic Kingdom, Cosmic Ray's Starlight Café Renovation | Facility Asset Management | Walt Disney World Resort | 2016-2017
- Universal Project 195 | Universal Creative | Orlando, FL | 2021-2022

#### YEARS OF EXPERIENCE

24 years

#### EDUCATION

Bachelor of Science Civil Engineering  
University of North Florida, 2002

#### REGISTRATION

Florida Professional Engineer License  
No. 66501, 2007



## LRK

### MARK JONES, AIA

#### Principal

Mark joined LRK in 1987 and is a Principal, specializing in residential architecture and design – from moderate income housing to high-end custom residences. His experience includes design of custom and speculative single-family residences, renovation of single- and multifamily projects, development of design guidelines, and design review services, and community master planning. Mark's work includes numerous housing designs for Traditional Neighborhood Developments (TNDs) or TND-influenced projects. Mark has served as Town Architect in some of the most notable communities in Florida, such as Celebration, Baldwin Park, Oakland Park, River Town, and Babcock Ranch, as well as others across the country. He is a frequent speaker at the International Builders' Show, Southeast Building Conference, The Institute of Classical Architecture & Classical America, The Seaside Institute, and Pacific Coast Builders Conference. Mark is the Managing Principal of LRK's Celebration, Fla. studio.

#### SELECTED PROJECT EXPERIENCE

- Celebration | Celebration, FL
- Baldwin Park | Orlando, FL
- WaterColor | Santa Rosa Beach, FL
- Rosemary Beach | Rosemary Beach, FL
- Lakewood Ranch | Lakewood Ranch, FL
- Baldwin Harbor | Baldwin Park, FL
- Meadowbrook Park | Prairie Village, KS
- Grand Cypress | Orlando, FL
- Golden Oak Cottages | Celebration, FL
- Palmetto Bluff Hotel Cottages | Bluffton, SC

#### YEARS OF EXPERIENCE

37 years

#### EDUCATION

Bachelor of Architecture, University of  
Tennessee, Knoxville

#### REGISTRATION

Architect – Florida, Tennessee

\*Work completed with past employer

# DREAM, SCHEDULE & COMPENSATION

Celebration Parks Master Plan

Project Number 240103

February 16, 2024



## Dream

Project Understanding – Celebration, not unlike similar New Urbanist towns that have been developed over the last 30 years, has a built-in fabric of walkable access to numerous amenities, parks, trails and public spaces. Parallel to the New Urbanist movement was the development of a greater understanding of the facility and program hierarchy for parks and recreation systems that serve regions, cities, towns, villages and hamlets. Some of those facilities were traditionally lacking in the New Urbanist master plan approach. Celebration is now at a crossroads as it has matured into a town, and it's lacking some of the recreation infrastructure that would typically serve its over 15,000 residents. This study will serve to identify the gaps in the parks and recreation infrastructure, identify the associated wants and needs of the community, and provide a road map for placement and implementation of an actionable Parks Master Plan for the future.

As Celebration has considered its facilities in the past few years, one of the identified gaps is a true Community Center. The study will include, specifically, a deep dive into this element, examining the existing Town Hall infrastructure and facilities as well as Community Centers that serve similarly sized towns. Every park system is unique, and one size certainly doesn't fit all. The community participation process will be paramount in determining the unique needs of Celebration.

Please note that we recommend that the final deliverable in this phase will be a Diagrammatic Framework Plan with complementary Facility Fit Studies for Major System Components. Conceptual Design will come later, as budget and phasing hierarchy is determined.

The team identified additional areas scope that we thought were important to be included. We have highlighted these items as magenta so they are easily recognized.

## PROJECT MANAGEMENT

### 1.1 Project Description

Client desires to engage Consultant to provide professional services in support of Client's development of a Parks Master Plan (Project) in Celebration, Florida. The services will culminate in the collaborative preparation of the Parks Master Plan by the Consultant that reflects the conceptual vision of the plan and provides the deliverable (book) to be used by the client to demonstrate the long-range creation of the parks and recreational facilities within the Celebration Community. The master plan will build on the existing park and recreation system in Celebration, through documentation of existing facilities and identification of gaps in the level of service based on community input and County and National standards. The process will also include the evaluation of Celebration's existing Town Hall and comparable Community Centers that serve similar sized residential populations. As an integral member of the Client's Project team Consultant will provide a Parks System Master Plan to the Client, who in turn will provide required Project/site information), respond to requests from Consultant, and who will review and provide comments/feedback as appropriate on deliverables submitted by Consultant.

### 1.2 Assigned Personnel

The following personnel from Consultant will be assigned to this Project and will have the responsibilities described:

Chris Hite	Principal in Charge
Hannah Plate	Project Manager
Kirsten Farmer	Designer



### 1.3 Project Coordination

In addition to the specific services detailed below (the “Services”), Consultant shall coordinate our work with the Client’s representative and the Client’s Project team, monitor the Project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of Project progress. Coordination will involve the following stakeholders:

- CCDD (Celebration Community Development District) - municipal district that owns/maintains infrastructure (ponds, sidewalks/trails, lights) in residential areas.
- ECDD (Enterprise Community Development District) - water/sewer utility provider and municipal district that owns/maintains infrastructure in non-residential area.
- CROA (Celebration Residential Owners Association) - the community HOA that owns most common parks and amenities, along with Town Hall located at 851 Celebration Ave.
- CNOA (Celebration Non-residential Owners Association) - the community commercial POA which notably owns the streets downtown so they can be closed off for events.
- MPAG (Master Plan Advisory Group) – CROA initiated committee of selected community volunteers tasked to develop a comprehensive Master Plan strategy based on prior community survey research and other historically available information, strategic partnerships and related organizational goals, and well-curated community outreach and data research, to establish a long-term goal for the community’s development.
- CJC (Celebration Joint Committee) - manages common items to CROA/CNOA like management, communications, accounting, and security.
- TCC (The Celebration Company) - Developer and Declarant of the community as well as a subsidiary of Disney. Occupies 3 seats on CNOA (majority) and 2 seats on CJC and ECDD (minority). Owns very few parcels in Celebration proper but majority landowner in ECDD area to the west across I-4.
- Mattamy Homes - homebuilder and owner/developer of the remaining undeveloped portion of Celebration in Island Village.
- Lexin - a private real estate company that owns and manages downtown mixed-use buildings.
- CFTOD (Central Florida Tourism Oversight District) - formally RCID, owner of land surrounding the community and party to any environmental permitting.

### 1.4 Client Kick-off Meeting

Consultant will meet with the Client to kick-off the Project and to develop a shared vision for the Project. The agenda for the meeting may include:

- Client objectives
- Project insight
- Team member responsibilities
- Public Involvement Strategy and Communications
- Schedule
- Invoicing and other administrative procedures

# Schedule

Dream	2 Weeks	Meeting to establish vision and goals
Discover	12 Weeks	Base collection and review, national guidelines, comparable communities, site inventory and analysis, public engagement, discovery summary
Design	4 Weeks	Workshop, parks and recreation master plan vision framework
Document	6 Weeks	Framework Plan and Master Plan



# Compensation

## FEE ESTIMATE

### Dix.Hite + Partners

### Fee

#### DREAM/ DISCOVER

A. Research	████████	Lump Sum
B. Sites Evaluation	████████	Lump Sum
C. Inventory and Analysis of Existing Amenities Facilities	████████	Lump Sum
D. Community Engagement		
Meetings (In Person)	████████	T&M
Meetings (Virtual)	████████	T&M
Branded Pop-Ups	████████	T&M
Phone Tree	████████	T&M
E. Pre-Vision Workshop	████████	Lump Sum
<b>SUBTOTAL</b>	████████	<b>Lump Sum Only</b>

#### DESIGN

A.Vision Workshop	████████	T&M
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#### SUBTOTAL

████████	T&M
████████	T&M

#### DOCUMENT

G. Framework Plan	████████	Lump Sum
H. Master Plan	████████	Lump Sum
<b>SUBTOTAL</b>	████████ 0	<b>Lump Sum Only</b>

\$ ██████████	Lump Sum
\$ ██████████	Lump Sum
\$ ██████████ 0	Lump Sum Only

#### TOTAL

\$ ██████████ 0 + T&M	<b>Lump Sum Only Not Including T&amp;M</b>
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### LRK

Dream / Discover	████████ 0
Design	████████ + T&M
Document	N/A
Total	████████ + T&M

\$ ██████████ 0
████████ + T&M
N/A
\$ ██████████ + T&M

### KPM Franklin

Dream / Discover	████████
Design	████████ + T&M
Document	████████
Total	████████ + T&M

\$ ██████████
\$ ██████████ + T&M
\$ ██████████
\$ ██████████ + T&M

### HR& A Advisors

Dream / Discover	████████
Design	████████ + T&M
Document	████████ 0
Total	████████ + T&M

\$ ██████████
████████ + T&M
████████ 0
\$ ██████████ + T&M

Project Total:

████████ + T&M
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# RELEVANT PROJECT EXPERIENCE

Celebration Parks Master Plan

Project Number 240103

February 16, 2024





# TOWN OF CELEBRATION

## ORLANDO, FLORIDA

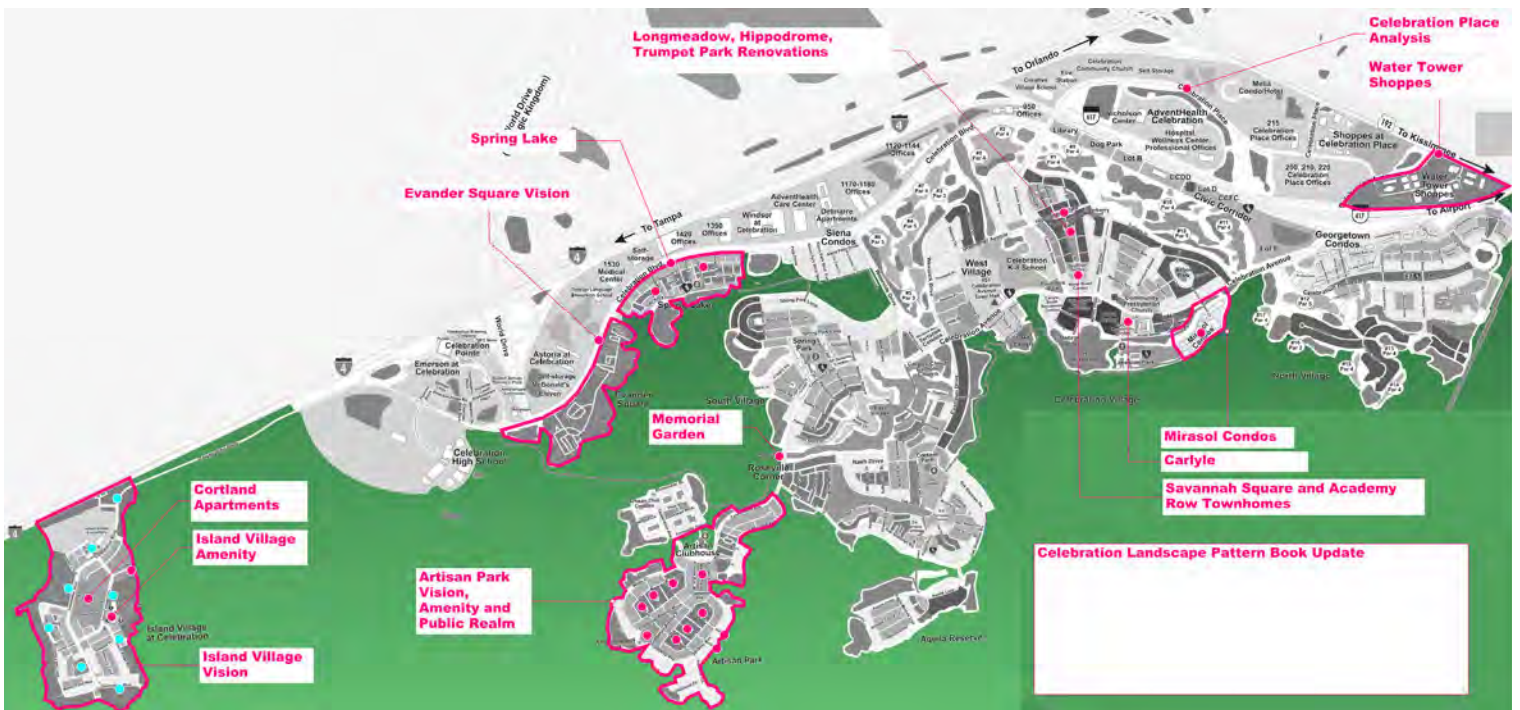


**CLIENT:**  
The Celebration Company and the St. Joe Company

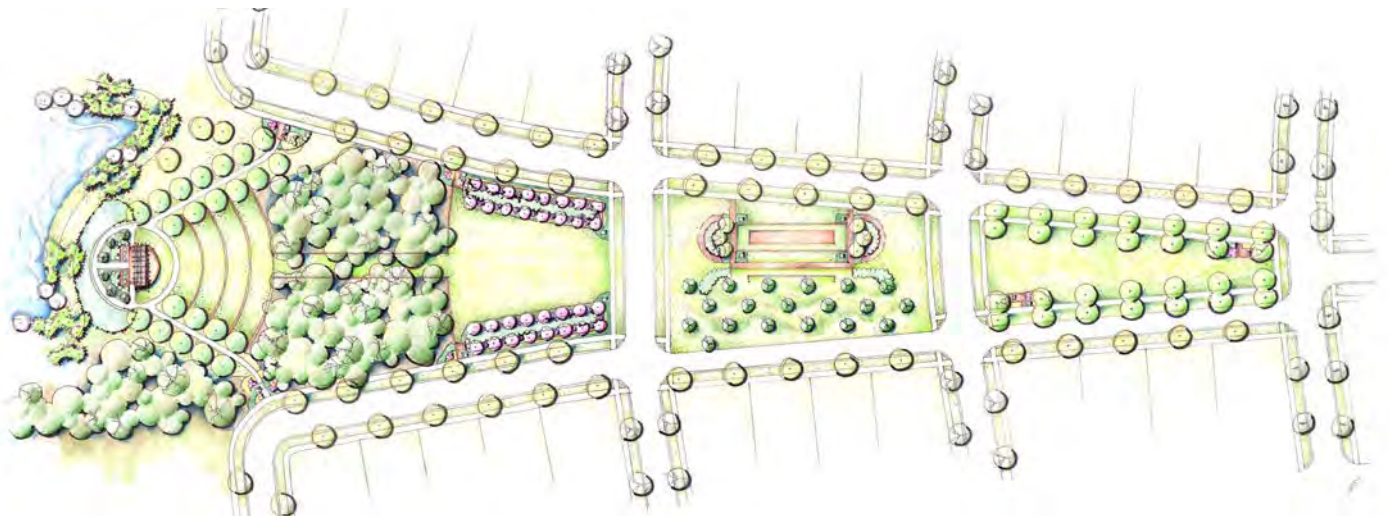
**PROJECT HIGHLIGHTS:**  
16 community parks; Low-Impact Stormwater System

**TEAM**  
Dix.Hite, LRK

Celebration is a town of over 9,000 residents that was designed based on the principles of new urbanism. Dix.Hite has been involved in many aspects of the development of Celebration over the past 30 years, from early collaboration on master planning efforts and design guidelines to the implementation of parks, trails, streetscapes, and village clusters. Large-scale planning initiatives have created a well-connected, pedestrian-oriented town with great open space networks, streets, and architectural relationships. LRK has served as the Town Architect for celebration for three decades. Our Dix.Hite team has worked closely with them on varying levels – from large-scale planning to detailed design and construction. Notable projects include the celebration memorial garden for Artisan Park and Spring Lake villages, as well as visioning and master planning for Island Village. LRK and Dix.Hite’s collaboration over the years has created an incredibly close-knit town in implementing villages with a community feel. Each Village was created to further enhance the town’s sense of place and ownership.



Artisan Park is a unique village within the neo-traditional town of Celebration. Dix.Hite established the village’s architectural character, color palette, design for the hardscape and landscape for the tree-lined streetscapes, as well as naturalized landscape edges, housing, amenities, and the parks within Artisan Park. The iconic leaf fountain in Artisan Park has been the backdrop for many important life moments for 20 years –family photo shoots, proms, and even weddings. Chris Hite designed the fountain to represent a turkey oak leaf falling on the surface of a lake, which she observed on early site visits.



The 600-unit Artisan Park village is unified by a string of 16 parks that stretch through the site. The parks house a multitude of uses, including open fields for play, preserved natural areas, a bocce court, and an amphitheater. Additionally, many homes on the village streets face garden pocket parks.

Inspired by the Arts and Crafts movement of the early 1900s, the project architecture reflects the craftsmanship of that era. Dix.Hite worked with local artisans to incorporate art elements into the overall fabric, including painted and mosaic tile, stone, pottery, metalwork, and woodwork. At the heart of Artisan Park is the clubhouse and recreation center with architecture and hardscape elements that reflect characteristics of the Bungalow style. Artisan Park incorporates unique hardscape and landscape design features emblematic of the movement. The Park also implements low-impact design practices, which was revolutionary for its time in town planning and engineering. It serves as the central drainage basin, providing a large open play space that directs stormwater to a series of rain gardens containing vegetation that serves to filter run-off. The open space is defined by a series of walls showcasing pieces by local artisans.





Dix.Hite led the effort to update the landscape portion of the design guidelines in 2010. The document is still referenced across Florida as an example to guide other communities in “Florida Friendly®” practices. With Chris’s design leadership, Dix.Hite continues to have a design influence in Celebration and has been instrumental in developing IslandVillage and establishing a new village core.

# WATERLIN

OSCEOLA COUNTY, FLORIDA

CLIENT:

Gentry Land Company

PROJECT HIGHLIGHTS:

Regional Planning, Parks System Master Planning, Visioning and Implementation

TEAM

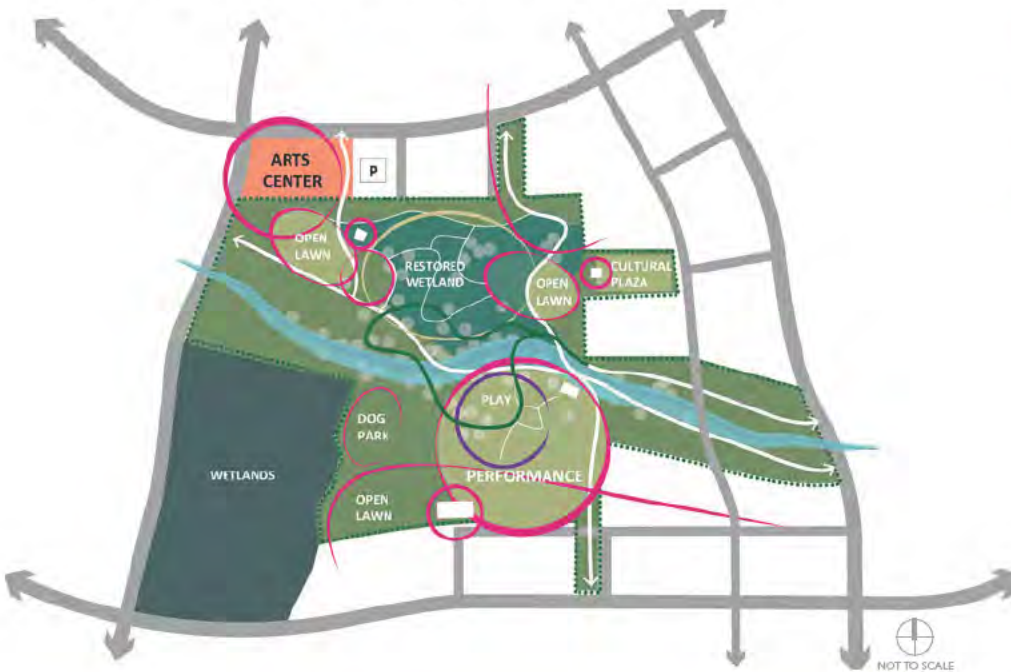
Dix.Hite: Kody Smith (Principal in Charge),

Chris Hite (Planning & Urban Design)

LRK (Architecture & Planning)

Waterlin is a 6,000-acre master-planned town along the famed bass fishing lake, Lake Tohopekaliga, in Osceola County and will serve as the southern gateway to Central Florida. Guided by a set of values and principles established through several stakeholder visioning workshops, development is focused on creating a livable, human-centric town that honors the natural environment and encourages social and ecological connection. The town's planning spans the transect continuum with areas of higher intensity near the urban core to the low-intensity conservation areas of the native Florida flatwoods, hardwood hammocks, and cypress swamps. Design inspiration is anchored in these naturally occurring ecological communities through the representative trees of oak, pine, and cypress.

## PARKS SYSTEM MASTER PLAN, FACILITY FIT STUDY



Reference: Reed Berlinsky  
Gentry Land Company  
321.805.4830

A holistic design approach aims to bring nature forward by utilizing native plant palettes and low-impact stormwater solutions, practicing responsible land stewardship, and employing future readiness strategies across the site's multiple neighborhoods, urban centers, village centers, schools, civic spaces, and parks.

Master planning of the park system and extensive trail network is currently underway. It will include a 200-acre lake shore regional park and celebrate nature through the open spaces, greenways, blueways, recreation facilities, and multi-modal trails at the heart of connectivity throughout the site.

As the lead urban designer and project landscape architect, Dix.Hite has worked closely with LRK on the Town of Waterlin for the past 18 months. The project is anticipated to be developed over the next 30 years and will break ground in late 2023.

### OVERALL DESIGN INTENSITY

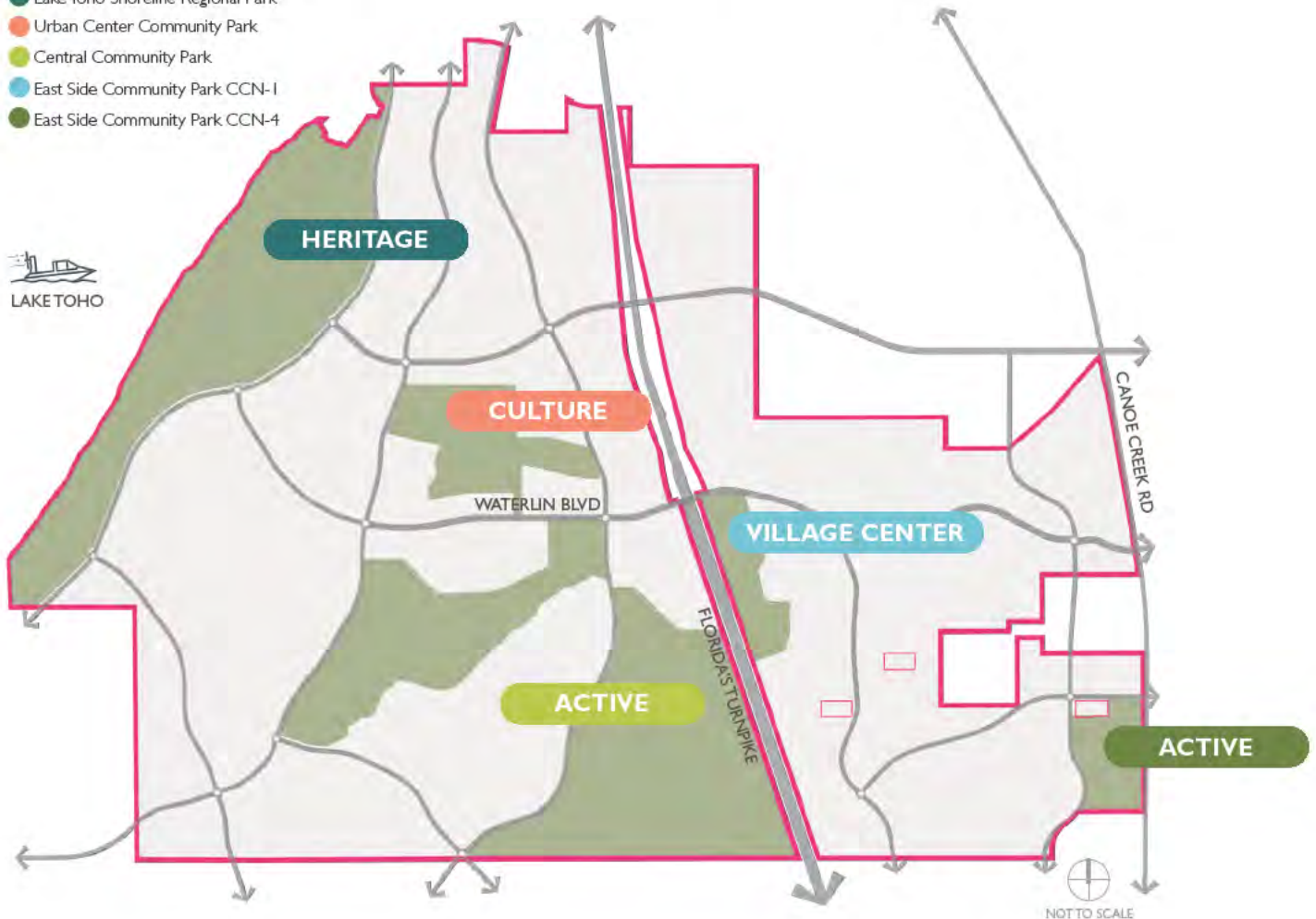


Establishing design intensity within the Town of Waterlin provides a road map for success in understanding levels of investment of development and infrastructural requirements.

### PARKS SYSTEM | REGIONAL AND COMMUNITY PARK CHARACTER

#### LEGEND

- Lake Toho Shoreline Regional Park
- Urban Center Community Park
- Central Community Park
- East Side Community Park CCN-1
- East Side Community Park CCN-4



# OVIEDO ON THE PARK MASTER PLAN & CENTER LAKE PARK

## OVIEDO, FLORIDA



**CLIENT:**  
City of Oviedo

**PROJECT HIGHLIGHTS:**  
Community Master Plan; Amphitheater and Park;  
Veterans Memorial

**TEAM**  
Dix.Hite: Chris Hite (Lead Planner / Principal in Charge), Kody Smith (Landscape Architect)

The City of Oviedo entered into a public-private partnership with a unified vision to create a walkable, mixed-use Town Center. Dix.Hite led the master planning effort, helping to establish an aesthetic unique to the city and developing a plan that integrates civic, residential, retail, and commercial uses within a walkable framework. The town plan includes Center Lake Park, the hub of community activity, featuring an amphitheater, dog-park, play area, concessions, splash pad, Veterans Memorial, and water activities to invite citizens to interact daily. Inspired by the agricultural history of Oviedo, Dix.Hite introduced native plant materials and bold sculptural patterns in the signage and hardscape to connect park goers to the cultural, historical, and natural environment.



Reference: Brian Cobb  
City of Oviedo  
407.971.5781



# OVIEDO 2040: UPTOWN MASTERPLAN & SOLARY PARK

## OVIEDO, FLORIDA

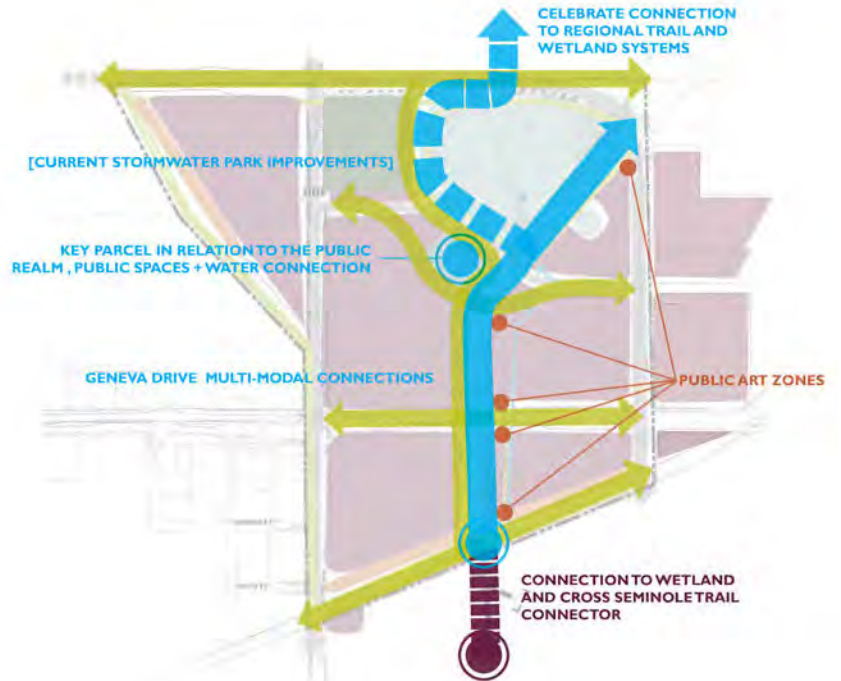
CLIENT:  
City of Oviedo

PROJECT HIGHLIGHTS:  
Collaborative planning project with UF students,  
3.7 acre Stormwater park with educational trail

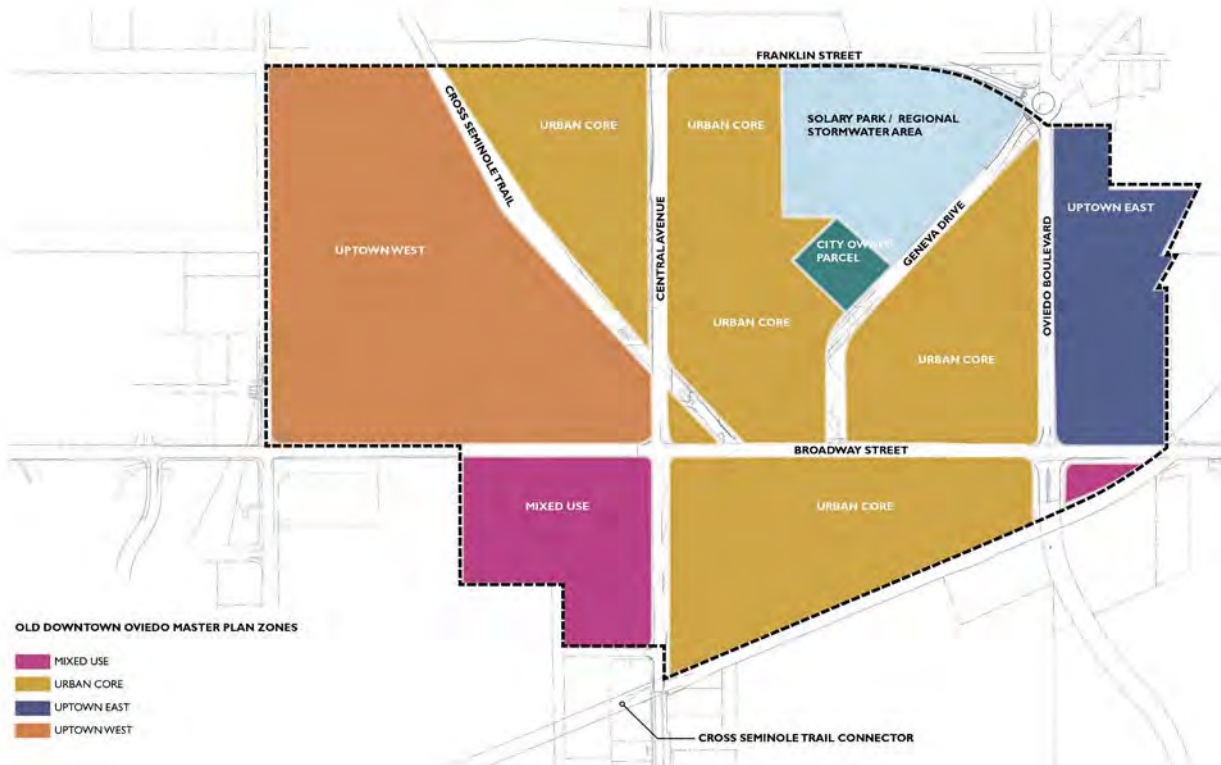
TEAM  
Dix.Hite: Chris Hite (Lead Planner)

The re-imagining of the historic Old Downtown Oviedo district creates a framework for a more integrated, walkable, and sustainable mixed-use village organized around a strong public realm. Dix. Hite collaborated with CPH Engineering and a group of landscape architecture students to create an urban village plan that highlights development opportunities and creates a sense of place based on history and context. The team provided an implementable action plan with recommendations for amendments to the Comp Plan, Zoning Code, and Land Development Regulations and made recommendations for land-use densities and intensities, land use types, street typologies, infrastructure initiatives, and developer incentives.

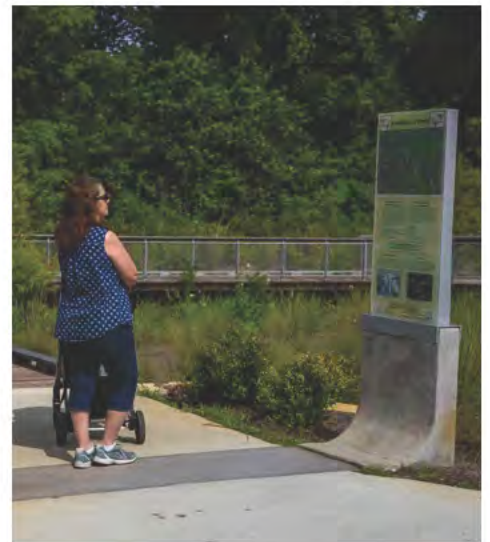
### OLD DOWNTOWN CORRIDOR



### OLD DOWNTOWN OVIEDO MASTER PLAN 2040







In lieu of a traditional stormwater retention pond, the City of Oviedo and Dix.Hite worked to create an innovative park that provides both recreational and educational opportunities while helping to improve local water quality. The trailhead provides connections to local and regional multi-use trails with shaded seating areas and bike facilities. A boardwalk and trail creates a loop around the pond, including a “Creekwalk” that meanders through a cypress grove along the restored Sweetwater Creek. Littoral zones within the pond and creek were carefully designed to provide habitat and treat water. Flexible lawn spaces create areas for the community to gather, play, and relax. The park includes rain gardens with educational signage to provide opportunities to teach users about the local water system.



Reference: Bobby Wyatt  
City of Oviedo  
407.971.5648

# BROOKLYN NORTH

## JACKSONVILLE, FLORIDA



Rendering courtesy of: Urban Design Associates

**CLIENT:**  
Block Hold Co.

**PROJECT HIGHLIGHTS:**  
Framework and Master Land Use Plan, Streetscape Framework Plan, Park and Open Space Plan

**TEAM**  
Dix.Hite: Chris Hite (Principal in Charge)  
Fehr & Peers: Billy Hattaway (Complete Streets & FDOT Strategy), Kathrin Tellez (Roadway Operations for all Modes, Parking Policy, Bike/Ped Network Planning, Multimodal Trip Generation Assessment)

Dix.Hite provided urban design and landscape architecture for a 20 block, 52 acre redevelopment area in downtown Jacksonville, Florida. Dix.Hite provided an overall framework and master land use plan of the district including a block-by-block program with intensities and forms for owner controlled property. In addition the team provided a streetscape framework plan to accommodate new development, transit, pedestrian corridors, bicyclists, on street parking, landscape and infrastructure with specific focus on Park Street as the first level of investment. A comprehensive park and open space plan for activity and play areas, watershed, bicycle and walking paths, and flex use was included.

Fehr & Peers participated in several working group sessions to provide transportation related feedback on plan elements as they were being developed. To support their participation, they conducted peak hour traffic operations analysis, and developed future year traffic forecasts, including estimates of walking, biking and transit activity, to help support a potential lane elimination as well as the placement and design of pedestrian, bicycling and transit infrastructure. They also developed parking management strategies to help balance the parking supply and demand, and phase in overall reductions to the area-wide parking supply as the area matured and more transportation options and land use development supportive of walking, biking and transit use, came on-line in the neighborhood.



Rendering courtesy of: Urban Design Associates



Reference: Hugh Mathews  
ETM, Client Liason  
904.642.8990

Rendering courtesy of: Urban Design Associates

# NORTH CAPE & 7 ISLANDS VISION PLAN

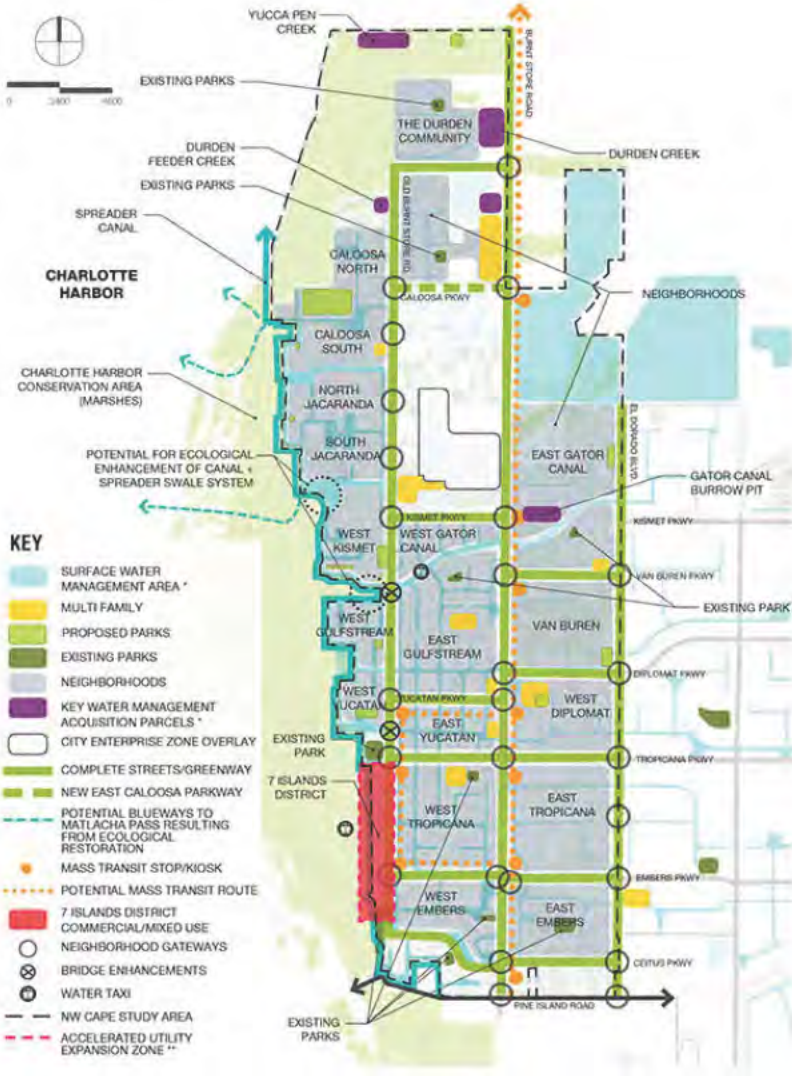
## CAPE CORAL, FLORIDA

**CLIENT:**  
City of Cape Coral

**PROJECT HIGHLIGHTS:**  
Completed 2017; 20.75-square-mile study area

**TEAM**  
Dix.Hite: Chris Hite (Lead Planner / Principal in Charge), Kody Smith (Landscape Architect)

Dix.Hite and CPH, Inc. worked with the City of Cape Coral to prepare a Vision Plan for the Northwest Cape area and develop concept plans for the potential development of the distinctive 7 Islands properties. The Vision Plan identifies key urban design and place-making elements that set forth the blueprint for development in the area, celebrating the environmental and ecological assets of the region while establishing sustainable growth patterns. This is achieved through context sensitive design options responding to connectivity, opportunities and constraints, and the environmental assets of the study area. The 7 Islands Concepts identify potential development scenarios and set the basis for establishment of the regulatory framework, designed to guide the development of this city asset.



Reference: Javier Omana  
CPH, Client Liason  
407.575.7210

## NEO CITY MULTI-TENANT OFFICE BUILDING SITE DEVELOPMENT KISSIMMEE, FLORIDA



**CLIENT:**  
Osceola County

**PROJECT HIGHLIGHTS:**  
Civil engineering, land surveying, permitting assistance, construction administration.

**TEAM**  
KPM FRANKLIN

KPM Franklin was contracted to provide civil engineering design, land surveying, permitting assistance and construction administration services for developing the site of a multi-tenant office building and adjacent surface parking at NeoCity technology park in Osceola County, Florida. The 8.8-acre project site includes a 25,200 square-foot, ground-level footprint for the four-story, 100,000 square-foot office building and 243 parking spaces. Osceola County is developing NeoCity as a high-tech business park on approximately 317 acres south of U.S. Highway 192 in Kissimmee.

## OSCEOLA ARTS MASTER SITE PLAN REVISIONS KISSIMMEE, FLORIDA



**CLIENT:**  
Osceola County

**PROJECT HIGHLIGHTS:**  
Civil engineering, land surveying, landscape architecture, planning, conceptual design

**TEAM**  
KPM FRANKLIN

KPM Franklin was contracted by Osceola County to provide civil engineering design, land surveying, landscape architecture, planning and conceptual design services for revising a master site plan of existing structures that are home to Osceola Arts on 4.86 acres along U.S. Highway 192 in Kissimmee. The project scope included the addition of a new two-story building, removal and reconfiguration of the existing surface parking lot, grading and drainage, utility improvements, stormwater management and access design.

## US 192 AND STOREY LAKE BOULEVARD

OSCEOLA COUNTY, FLORIDA

**CLIENT:**

Lennar Homes

**PROJECT HIGHLIGHTS:**

Civil engineering, land surveying, landscape architecture

**TEAM**

KPM FRANKLIN

Client: Lennar Homes

Duration: 08/2016 to 09/2018

Size: 2,500 linear feet

Fee: \$300,000.00

KPM Franklin provided civil engineering design, land surveying and landscape architecture services for approximately 2,500 linear feet of Storey Lake Boulevard from the intersection of US 192 to a new roundabout connecting three roadways. The site design included a new principal shared path alignment connection to US 192 approved by Osceola County and the Florida Department of Transportation. Utility studies were performed and utility construction plans were approved by the TOHO Water Authority. The new roundabout was designed to replace a previous intersection design connecting Storey Lake Boulevard, Windermere Avenue and Nature's Ridge Drive.

## **WATERSET**

KISSIMMEE, FLORIDA



With a contemporary design and open, light filled floor plan, the amenity center is intended as a gathering place for the Waterset community. It provides a café, fitness facility, pool, information center, playground, screened pavilion, pier, and views to the lake beyond. The focus is on quality of life, offering a variety of parks and easy access to schools, shopping, dining, and amenities such as the 6-mile Greenway and Waterset Trailhead. The Waterset Amenity Center is LEED NC certified.

## **FISH HAWK RANCH - LAKE HOUSE**

TAMPA, FLORIDA



Located in FishHawk Ranch's newest neighborhood, the Lake House is accessed by a meandering woodland trail and features a gathering room with fireplace and kitchen, a cardio fitness center, and screened-in game room with billiards and ping pong, all overlooking the community lake. FishHawk Ranch offers a pedestrian friendly neighborhood with 25 miles of nature trails winding throughout the development and easy access to schools, restaurants, and shopping.

## MEADOWBROOKE

### PRAIRIE VILLAGE, KS



The Kessler is located within the 136-acre LRK-planned Meadowbrook Park and contains 282 luxury apartments with a mix of studio, one, two, and three-bedroom units. Style, substance and sustainability are the pillars of quality living at The Kessler. The caliber of the amenity spaces brings luxury to Prairie Village living with timeless architectural features balanced with updated and refined furnishings. The Kessler sits adjacent to an 84-acre community park. The property features amenities such as controlled access throughout the entire building and a structured parking garage for residents with direct access to the community. There is an on-site clubhouse, 24-hour fitness center, scenic walking trails, private dining room for entertaining, outdoor grills and seating with an outdoor kitchen garden and community garden.

## THEFRONTPORCH AT HARVEST

### ARGYLE, TEXAS



A porch is where a community gathers for every event, big and small and everything in between. thefrontPORCH is a multi-purpose space serving the Harvest community. It is inserted into the amenity sequence established in Phase 1 and continued through Phase 2, framing the linear green axis. It faces both the South Lawn and OJR creating a communal beacon for Harvest. thefrontPORCH contains a large event space and support spaces including restrooms and storage. Any event can be hosted here while also serving the everyday life events of the community. A series of pivot/sliding screens can be closed for a private event or opened up for a public event. Weddings, galas, movie nights, receptions, concerts, plays, among many other events can be held at the pavilion.

# SCOPE OF SERVICES

Celebration Parks Master Plan

Project Number 240103

February 16, 2024





**Scope of Services  
Celebration CDD Parks Master Plan  
Project Number 240103  
February 16, 2024**

**DREAM**

**Project Understanding** – Celebration, not unlike similar New Urbanist towns that have been developed over the last 30 years, has a built-in fabric of walkable access to numerous amenities, parks, trails and public spaces. Parallel to the New Urbanist movement was the development of a greater understanding of the facility and program hierarchy for parks and recreation systems that serve regions, cities, towns, villages and hamlets. Some of those facilities were traditionally lacking in the New Urbanist master plan approach. Celebration is now at a crossroads as it has matured into a town, and it's lacking some of the recreation infrastructure that would typically serve its over 15,000 residents. This study will serve to identify the gaps in the parks and recreation infrastructure, identify the associated wants and needs of the community, and provide a road map for placement and implementation of an actionable Parks Master Plan for the future.

As Celebration has considered its facilities in the past few years, one of the identified gaps is a true Community Center. The study will include, specifically, a deep dive into this element, examining the existing Town Hall infrastructure and facilities as well as Community Centers that serve similarly sized towns.

Every park system is unique, and one size certainly doesn't fit all. The community participation process will be paramount in determining the unique needs of Celebration.

Please note that we recommend that the final deliverable in this phase will be a Diagrammatic Framework Plan with complementary Facility Fit Studies for Major System Components. Conceptual Design will come later, as budget and phasing hierarchy is determined.

The team identified additional areas scope that we thought were important to be included. We have highlighted these items as magenta so they are easily recognized.

**Project Management**

2.1 **Project Description** – Client desires to engage Consultant to provide professional services in support of Client's development of a Parks Master Plan (Project) in Celebration, Florida. The services will culminate in the collaborative preparation of the Parks Master Plan by the Consultant that reflects the conceptual vision of the plan and provides the deliverable (book) to be used by the client to demonstrate the long-range creation of the parks and recreational facilities within the Celebration Community. The master plan will build on the existing park and recreation system in Celebration, through documentation of existing facilities and identification of gaps in the level of service based on community input and County and National standards. The process will also include the evaluation of Celebration's existing Town Hall and comparable Community Centers that serve similar sized residential populations. As an integral member of the Client's Project team Consultant will provide a Parks System Master Plan to the Client, who in turn will provide required Project/site information), respond to requests from Consultant, and who will review and provide comments/feedback as appropriate on deliverables submitted by Consultant.

2.1 **Assigned Personnel** – The following personnel from Consultant will be assigned to this Project and will have the responsibilities described:

Chris Hite	Principal in Charge
Hannah Plate	Project Manager
Kirsten Farmer	Designer

2.1 **Project Coordination** – In addition to the specific services detailed below (the "Services"), Consultant shall coordinate our work with the Client's representative and the Client's Project team, monitor the Project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of Project progress. Coordination will involve the following stakeholders:

- CCDD (Celebration Community Development District) - municipal district that owns/maintains infrastructure (ponds, sidewalks/trails, lights) in residential areas.
- ECDD (Enterprise Community Development District) - water/sewer utility provider and municipal district that owns/maintains infrastructure in non-residential area.
- CROA (Celebration Residential Owners Association) - the community HOA that owns most common parks and amenities, along with Town Hall located at 851 Celebration Ave.
- CNOA (Celebration Non-residential Owners Association) - the community commercial POA which notably owns the streets downtown so they can be closed off for events.
- MPAG (Master Plan Advisory Group) – CROA initiated committee of selected community volunteers tasked to develop a comprehensive Master Plan strategy based on prior community survey research and other historically available information, strategic partnerships and related organizational goals, and well-curated community outreach and data research, to establish a long-term goal for the community's development.
- CJC (Celebration Joint Committee) - manages common items to CROA/CNOA like management, communications, accounting, and security.
- TCC (The Celebration Company) - Developer and Declarant of the community as well as a subsidiary of Disney. Occupies 3 seats on CNOA (majority) and 2 seats on CJC and ECDD (minority). Owns very few parcels in Celebration proper but majority landowner in ECDD area to the west across I-4.
- Mattamy Homes - homebuilder and owner/developer of the remaining undeveloped portion of Celebration in Island Village.
- Lexin - a private real estate company that owns and manages downtown mixed-use buildings.
- CFTOD (Central Florida Tourism Oversight District) - formally RCID, owner of land surrounding the community and party to any environmental permitting.

**2.2 Client Kick-off Meeting** – Consultant will meet with the Client to kick-off the Project and to develop a shared vision for the Project. The agenda for the meeting may include:

- Client objectives
- Project insight
- Team member responsibilities
- Public Involvement Strategy and Communications
- Schedule
- Invoicing and other administrative procedures

## I. Scope of Services

### DISCOVER

#### A. Research

- I. **Base Data and Review of Relevant Planning Documents** - The Consultant will gather base data as noted. Client will provide Consultant with the following data as noted that Consultant will review and incorporate into the development of base plans prior to beginning design work. Consultant shall rely on all information supplied by the Client as accurate and correct. Additional work needed due to inaccurate, incorrect, or incomplete information supplied by the Client shall be completed as an Additional Service.
  - a. Gather and evaluate prior work by Osceola County
    - i. Comprehensive Plan Parks and Recreation Element
    - ii. Parks Master Plan Phase I (10/12/2015)
    - iii. Parks Master Plan Phases II & III (01/04/2018)
    - iv. Trail Prioritization and Feasibility Study (04/2019)
    - v. MXD Conceptual Master Plans – Technical Appendix 06 (2010)
    - vi. County Capital Improvement Plan
  - b. Gather and evaluate community park and recreation standards established by both public and private organizations.
    - i. National Recreation and Parks Association, Recreation, Open Space and Greenway Guidelines
    - ii. Parks and Recreation System Planning References (PPS Power of 10, TFPL 10 Minute Walk Campaign, ULI, High Performing Public Spaces, and Harnik's seven measures in the Excellent City Park System).
    - iii. Sports and Fitness Topline Participation.
  - c. Gather and evaluate the following prior Celebration planning and community feedback documents located at <https://celebration.fl.us/facilities-parks-master-plan-celebration-florida/>. Town of Celebration background information (Client, unless otherwise noted)
    - i. Town of Celebration Facilities and Park Master Plan (2019)
    - ii. Town of Celebration Parks and Recreations Master Plan (2015 – 2020)
    - iii. CROA Master Plan Advisory Group Resolution (Draft)
    - iv. Current inventory of parks and recreation facilities including acreage and facilities
    - v. inventory of schools, churches, and nonprofits (ex YMCA)
    - vi. Current inventory of private recreation facilities (ex. VE Hospital)
    - vii. Celebration Island Village Master Plan
    - viii. CROA Board Strategic Planning Goals Areas
    - ix. 2018 Celebration 25 Year, Community Conservation RECAP
    - x. 2017 Celebration Recreation Program Plan
    - xi. 2017 Community Health Needs Assessment Report Central Florida Community Benefit Collaboration Lake, Orange, Osceola and Seminole Counties.
    - xii. Aerial Photography
    - xiii. Existing and Future Land Use Map (Consultant)
    - xiv. Digital base files:
      - i. Parcel data
      - ii. Water bodies
      - iii. Environmentally sensitive areas and conservation areas
      - iv. Wetlands
      - v. Floodplain Limits (from Drainage Model in Review Process)
      - vi. Topography
      - vii. Streets
      - viii. Bikeways and trails
      - ix. Poinciana Parkway Extension Alignments (Proposed) (Consultant)
      - x. Future Roadway Alignments (Proposed) (Consultant)

- xv. Financial
  - i. Budgets
- xvi. Revenues

- d. Gather and understand adopted regulatory constraints.
  - i. Osceola County Comprehensive Plan and land development code
  - ii. Celebration Governing Documents
- 2. Community Center Comparable Review and Analysis – Consultant shall gather and evaluate public Community Centers, focusing on the Central Florida Region
  - a. List of communities with comparable demographics as Celebration which have public Community Centers (minimum -7; preferred -10).
  - b. Community Center facilities within these communities (floorplans/size, pictures, amenities [gym, playing courts, community kitchen, multipurpose rooms, dance studios, etc.), major assets, programming, construction costs and timelines).
  - c. Feedback from municipalities/operators of what has worked well, what has not, desired changes, usage statistics of individual amenities in their Community Center.
  - d. Structure of usage agreements for public use, “partner programs” (for-profit, non-profit, governmental).
  - e. Most recent revenue and costs of operations/maintenance.
  - f. Summary of return on investment where information is readily shared.
- 3. Celebration Town Hall Review and Analysis - Gather and evaluate use of community rooms in Celebration’s Town Hall (851 Celebration Avenue), owned by CROA
  - a. Usage and scheduling of community center rooms detailed by each organization/ program for the past five years (acknowledging low usage during COVID-19 pandemic and separately with current building damage since September 2022 due to hurricane)

## COMPARISON | PARK PERFORMANCE

OUTDOOR FACILITIES	POPULATION: 20,000 TO 49,999								POPULATION: LESS THAN 20,000							
	NRPA		LAKE NONA		WINTER PARK		WATERLIN		NRPA		BALDWIN PARK		CELEBRATION		STARKEY RANCH	
	ADDRESS	POPULATION	ADDRESS	POPULATION	ADDRESS	POPULATION	ADDRESS	POPULATION	ADDRESS	POPULATION	ADDRESS	POPULATION	ADDRESS	POPULATION	ADDRESS	POPULATION
Playgrounds	3,111	11.3	2,486	10	2,931	10	2,263	16	1,986	5.0	2,766	3	2,236	5	1,786	9
Tot Lot	10,756	3.3	4,971	5	29,308	1	8,200	5	11,981	1.5	8,297	1	5,589	2	7,145	1
Basketball Courts	6,859	3.1	24,863	1	3,664	8	5,857	7	8,750	2.7	2,766	3	11,178	1	1,786	4
Tennis Courts	5,000	7.0	214	116	1,224	23	4,160	10	5,608	3.7	2,766	3	1,397	8	1,786	4
Pickleball Courts	8,143	4.3	3,108	8	4,885	6	8,933	8	3,446	2.9	N/A	0	2,798	4	N/A	0
Diamond Fields Baseball - Youth	4,858	7.2	8,288	3	4,885	6	5,129	8	3,107	3.2	8,297	1	5,589	2	7,145	1
Diamond Fields Baseball - Adult	19,000	1.8	N/A	0	14,654	2	20,500	2	7,954	1.3	8,297	1	N/A	0	N/A	0
Diamond Fields Softball Fields - Youth	8,509	4.1	12,421	2	N/A	0	2,125	8	5,339	1.9	8,297	1	N/A	0	N/A	0
Diamond Fields Softball Fields - Adult	11,232	3.1	N/A	0	14,654	2	10,230	4	5,667	1.8	N/A	0	N/A	0	N/A	0
Rectangular Fields Multi-Purpose	7,674	8.6	5,216	4	3,664	8	8,033	6	4,862	2.3	N/A	0	1,016	11	2,882	3
Rectangular Fields Soccer Field - Youth	5,011	7.0	N/A	0	7,327	4	5,125	8	3,504	2.9	N/A	0	11,178	1	N/A	0
Rectangular Fields Soccer Field - Adult	10,547	3.3	N/A	0	29,308	1			8,017	1.2	N/A	0	5,589	2	N/A	0
Rectangular Fields Football Field	19,151	1.8	N/A	0	29,308	1	13,667	3	8,004	1.2	N/A	0	N/A	0	N/A	0
Multibase Courts Basketball Volleyball	14,807	2.4	N/A	0	29,308	1	13,667	3	5,400	1.9	N/A	0	5,589	2	N/A	0
Dog Parks	38,000	1.3	24,863	1	29,308	1	2,563	16	11,100	0.9	8,297	1	11,178	1	1,429	5
Swimming Pools	26,281	1.3	4,144	6	14,654	2	2,733	15	8,673	1.2	4,149	2	1,392	8	3,583	3
Community Gardens	24,500	1.4	24,863	1	29,308	1	20,500	2	8,773	1.1	N/A	0	N/A	0	7,145	1
Multipurpose Synthetic Fields	24,665	1.4	N/A	0	N/A	0	20,500	2	12,962	0.8	N/A	0	3,726	3	N/A	0
Splash Pad	N/A	N/A	24,863	1	29,308	1	81,000	1	N/A	N/A	N/A	0	N/A	0	7,145	1
Regulation 18-Hole Golf Course	33,800	1.0	24,863	1	29,308	0.5	41,000	1	9,183	1.1	N/A	0	N/A	0	N/A	0
Driving Range Stations	23,238	1.5	24,863	1	N/A	0	N/A	0	5,055	2.0	N/A	0	N/A	0	N/A	0
Ski/Snow Park	32,335	1.1	N/A	0	N/A	0	41,000	1	11,100	0.9	N/A	0	N/A	0	N/A	0

Example of Comparable Level of Service Data

- 4. Comparable Communities Parks, Open Space, and Amenity Level of Service Study - Parks and recreation level of service metrics can be helpful in determining if there is a deficiency in parkland or facilities and if parkland, facilities, programs, and funding are distributed equitably across geographics, political, and socioeconomic boundaries. In long range park system planning the levels of service standards can also help determine the general size and location of proposed new parks and

recreation facilities needed to accommodate anticipated growth. In this proposal, Level of Service (LOS) is defined as the amount, size, or monetary value of programming as it pertains to particular elements or categories of development as represented within the built environment of an existing or planned community. Level of Service is determined by analyzing, comparing, and correlating quantity, size, and/or value of elements or categories of development on a per housing unit basis across each relevant comparable community or study area.

- a. Consultant will identify and prepare a level of service review of the parks, open spaces, and amenities of up to five (5) existing, comparable, and relevant communities agreed upon by Client. The goal of the study will establish a market benchmark for the Town of Celebration in order to provide recommendations on the parks system level of service and master plan that positions the Town of Celebration in the market for optimum economic performance and community success.
  - b. Consultant will determine the Level of Service on a per-housing-unit basis in respect of the category, amount, size, and/or estimated cost of each existing park, open space, or amenity area within the study communities. DHP will then provide a recommendation on parks, open space, and amenity programming based on the targeted overall community Level of Service.
  - c. Consultant will perform a preliminary, high level, order-of-magnitude budget allocation analysis for parks, open spaces, and amenities. The budget will be based on the anticipated amount, size, program content, and quality of parks, open spaces, and amenities required to meet the recommended Level-of-Service per market competition benchmarks. The cost estimates required to complete the budget review will be based on the most current and known market rate construction costs and historical project financial data readily available to Consultant.
5. Existing Budget and Funding Analysis (HR&A Advisors)
- a. Conduct analysis of operating budgets for existing parks and amenity facilities by reviewing budgets of relevant entities responsible for operating facilities, including CROA, CCDD, and CNOA. Compile a comprehensive estimate of maintenance, programming, and administrative costs of operating facilities. HR&A will meet with the client team initially to establish an understanding of current operations and staffing capacity, in terms of number of staff, skills, responsibilities, and whether the work is done in-house or contracted out. HR&A will provide an estimated cost for each of the assets by unit to inform an understanding of the future costs of expanding operations.
  - b. Conduct analysis of existing funding sources that support operations of park and amenity facilities, including from entities that might include CROA, CCDD, CNOA, and others. HR&A will evaluate funding from public, earned income, contributed, and value capture sources.

## **B. Sites Evaluation**

1. Create a map of common areas showing:
  - a. Aerial Photography with existing conditions and uses
  - b. Ownership
  - c. Site constraints (wetlands, floodplain, easements, topography)
  - d. Poinciana Parkway Extension Alignments (Proposed)
  - e. Future Roadway Alignments (Proposed)
2. Gather and analyze constraints from designated land use, zoning, and deed restrictions.
3. Evaluate best use and opportunities per location.



**Example Inventory and Analysis**

- C. **Inventory and Analysis of Existing Amenity Facilities** - Evaluation of The Town of Celebration parks and recreation system including both physical resources and program with the purpose of identifying opportunities for greater resiliency and sustainability as well as operations, maintenance, and staffing. Physical resources refer to the parks and recreation themselves where program refers to the activation and use of the physical resource.
  - 1. Gather information on community amenities/facilities per village (North, Celebration Main, South, East, Artisan Park, Spring Lake, Celebration Blvd., Island Village). See <https://celebration.fl.us/amenities/> for information from CROA
    - a. Existing parks and recreation within the Town of Celebration: 11 Neighborhoods: North Village, Celebration Village, West Village, South Village, East Village, Spring Lake, Roseville Corner, Aquila Reserve, Artisan Park
    - b. Proposed parks and recreation within Celebration Island Village: 4 Neighborhoods
    - c. Name and Type (Regional, Community, Conservation Area, etc.)
    - d. Facilities provided (type and amount)
    - e. Parking provided (type and amount)
    - f. Hours of operation
    - g. Acreage
    - h. Fee Structure
    - i. Review of existing and projected demographics.
  - 2. Evaluate condition, accessibility, and connectivity of community facilities.
    - a. Evaluation of physical resources
      - i. Creation of an evaluation form and scoring method based on agreed-upon criteria.
      - ii. Visit each site to complete the site evaluation forms.
      - iii. Develop a report of the findings from the site evaluations, charted and mapped to show scores of individual parks, identifying area for improvement within each par, and show scores for each specific criterion, identifying how well the entire park system is performing as a whole.

- b. Evaluation of Program
  - i. Gather additional data including Program guides, Participation Rates, Resident versus nonresident data, Satisfaction surveys, Cost and revenues, Cost recovery goals, Participation trends, Resiliency and sustainability programing.
  - ii. Develop a report of the findings from program.
- 3. Gather applicable data for facilities in vicinity (10-mile radius) Exclusions of study area are neighborhood parks and parkettes. Inclusions of study area are regional trail systems connectivity. The following information will be included in the inventory and analysis of the study area:
  - a. Name and Type (Regional, Community, Conservation Area, etc.)
  - b. Facilities provided (type and amount)
  - c. Parking provided (type and amount)
  - d. Hours of operation
  - e. Acreage



**Example Public Engagement**

**D. Public Engagement**

- 1. Coordinate with CROA and/or MPAG to solicit input from residents on their satisfaction with existing facilities, expectations, and desired additions.
- 2. Expectation is that Consultant will assist the design, planning, and analysis of the feedback effort, with MPAG/CROA responsible for execution.

**E. Pre-Vision Workshop Preparation**

- 1. Create a Discovery Summary document summarizing task A-D.
- 2. A draft Discovery Summary document will be presented to the client for review and comment.
- 3. The Client comments will be included in the Discovery Summary and be used in the Vision Workshop.
- 4. Perform market and benchmarking comparisons of existing facilities to comparable communities to established level of services standards for the Town of Celebration. Needs Assessment provides the catalyst for the park system master plan. The Consultant will analyze the data collected from the above steps to compare findings from the various needs assessment techniques to identify a prioritization list that informs the master plan.
- 5. Preliminary facilities and programming strategy to guide conversations on the vision for the new, expanded, or altered park system uses and facilities. (HR&A Advisors Engagement).
- 6. Create workshop agenda.
- 7. Prepare workshop exercises.
- 8. Gather comparable images and review project precedents to share during vision workshop.
- 9. Coordinate with stakeholders to ensure representation.

- a. Phone Tree with Key Stakeholder to establish goals and objectives up to 10 meetings as defined by the Client.
- b. Review Programming Strategy



Example framework plan illustrating park system hierarchy

## DESIGN

- F. **Vision Workshop** – Consultant will host a two-day workshop in Celebration (location TBD). The objective of this two-day workshop is to engage stakeholders, gather input from the public, and collaborate with consultants to develop a framework plan for the park system. Through a mix of presentations, stakeholder meetings, and working sessions, the workshop aims to establish goals, identify priorities, and outline strategies for the future development and management of the park system. This two-day workshop will serve as a critical milestone in the park system master planning process, providing a platform for meaningful engagement, collaboration, and decision-making. By leveraging the expertise of consultants, the input of stakeholders, and the perspectives of the public, the resulting master plan will reflect the shared vision and priorities of the community for the future of its park system.
  1. **Public Presentations:** Conduct two public meetings.
    - a. The first meeting will inform the public of the project, the team, process, schedule, and discovery findings. As well as collect input from the public on the needs assessment.
    - b. The second meeting will present a draft framework plan for the park system plan.
  2. **Stakeholder Meetings:** Conduct meetings with stakeholders and major operating entities to inform development of operating strategy. (HR&A Advisors).
  3. **Design Sessions:** The Consultant and project team will work of the course of the two days to design



the draft framework plan. These working sessions will consider the public and stakeholder meeting input from the workshop.

4. Workshop content to be delivered during the workshop includes the following.
  - a. Introduction
    - i. State the goal of the workshop(s)
    - ii. Introduce the stakeholders/participants.
    - iii. Present credentials to establish trust/authority.
  - b. Present results of Discovery Summary findings completed in Task A – E. This list below recapitulates the deliverables to be shared.
    - i. Prior work by Osceola County.
    - ii. Community park and recreation standards established by both public and private organizations.
    - iii. Prior Celebration planning and community feedback documents.
    - iv. Adopted regulatory constraints.
    - v. Community Center Comparable Review and Analysis.
    - vi. Celebration Town Hall Review and Analysis
    - vii. Comparable Communities Parks, Open Space, and Amenity Level of Service Study
    - viii. Comparable Communities of real estate value generated by comparable park systems. (HR& A Advisors)
    - ix. Budget and Funding Analysis, including current operating costs and funding sources for park and amenity facilities and evaluate facilities based on: (HR& A Advisors)
      - i. Order of magnitude operating cost.
      - ii. Ability to generate revenue.
      - iii. Capital investments required to maintain or upgrade facility.
      - iv. Ability to generate increased values for surrounding real estate.
    - x. Sites Evaluation
    - xi. Inventory and Analysis of Existing Amenity; inventory review of existing parks, facilities, natural resources, recreational assets, and infrastructure. Assessment on the condition and usability of these resources.
    - xii. Public Engagement; understanding the needs, preferences, and priorities.
5. Visioning of the Major System Components. In park system master planning, several major components are typically considered to ensure effective and comprehensive planning. These components may vary depending on the specific needs and characteristics of the park system.
  - a. Guide the Client and invited participants in the development of a long-range vision with the goal of formulating and evaluating alternative strategies to address issues and needs.
  - b. Major System Components, define and outline desired purpose. Major system components include; regional facilities, community facilities, neighborhood facilities, and town wide connectivity systems.
  - c. Identify the Gaps, Facility and Program Strategy Discussion. Discussion around the discovery findings, park system gaps, and facility and program strategy. Identify list of elements that may be included for each Major System Component.
    - i. Regional Facilities
    - ii. Community Facilities
      - i. Centralized Celebration Community Center. Centralized Celebration Community Center to include overview of suggested aspects for a Center (meeting and flex rooms, indoor sports courts, community gym/weight room, party/banquet hall, performing arts stage, game room, dance studio, café/concession stand, office space for community government/management, etc.)
      - ii. Celebration Town Hall Function
      - iii. Athletic Fields
      - iv. Stetson University Center
      - v. Celebration K-8 School

- iii. Neighborhood Facilities and associated open spaces
  - i. North Village
  - ii. Celebration Village
  - iii. East Village
  - iv. South Village
  - v. Artisan Park
  - vi. Island Village
- iv. Connectivity Systems
  - i. Master Trail System
  - ii. Master Stormwater Systems
  - iii. Conservation/Preservation Areas
- v. Celebration Boulevard
- d. Locate the Gaps, Town Mapping Exercise, using a map of the existing park system the group will walk through filling in the gaps in parks, facilities, and program.
  - i. Park Classification, Distribution and Access
  - ii. Connectivity Systems
  - iii. Facility and Programming
- e. Visioning the Gaps, select style and character for the constituent “Elements” making up each Major System Component
  - i. Present examples of desirable elements to be included in the Major System Components (Photographs, Renderings, Sketches).
  - ii. Visioning Exercise (Red Dot/Green Dot) to select the vision and character of the types of example elements for the Major System Components
- 6. Prepare Diagrammatic Framework Plan for Major System the Consultant Team will develop a high-level plan reflecting:
  - a. Park Hierarchy
  - b. Acreage/location of all Major System Components
  - c. Connectivity
- 7. Prepare Diagrammatic Major System Components Plans for a selection of parks that align with the project goals.
  - a. Spatial requirement diagrams communicating the configuration of the facility.
  - b. Vision and character photos and sketches of the example elements to be included within the facility.
- 8. Post Workshop Collaboration
  - a. Create a Vision Workshop Summary document summarizing the key decisions and defining the essence of the vision for the Parks Master Plan.
  - b. A draft Vision Workshop Summary will be presented to the client for review and comment.
  - c. The Client comments will be included in the development of the Framework Plan.



Example of Coastal Oaks conceptual sketch of the configuration of facilities within a single park.



Example of Coastal Oaks facility and Program strategy

- G. **Framework Plan** - The Consultant will utilize the Vision Workshop Summary to create a Framework Plan for the Parks Master Plan. The Framework Plan is intended to be a high-level “road map” of the long-range plan for the community. The Framework Plan will consist of the following:
  - 1. Finalize the Framework Plan for Major System Components based on the alignment established in the workshop (and the budget analysis and Master Plan timeframe, by others) the Consultant Team will develop a high-level plan reflecting:
    - a. Park Hierarchy
    - b. Acreage/location of all Major System Components
    - c. Connectivity
  - 2. Finalize the diagrammatic Major System Components Plans
    - a. Spatial requirement diagrams communicating the configuration of the facility.
    - b. Vision and character photos and sketches of the example elements to be included within the facility.
  - 3. Park System Programmatic Framework
    - a. Based on discussion during the Vision Workshop and findings from Dream/Discover and Design Phases, HR&A will develop a high-level framework for the future of Celebration’s park system, identifying potential facilities, uses, and infrastructure needed to achieve established vision and goals. HR&A will develop a short memo summarizing this framework.
    - b. Focus on identifying investments that serve the needs and goals of the Celebration community, elevate the city’s park system to an elevated standard on par with peer communities, and generate value for the community and the City through increases in property value, fiscal revenue, and other economic development impacts.
  - 4. A draft Framework Plan of the Parks Master Plan will be presented for review and comment.
  - 5. The review comments will be included in the Framework Plan for the Parks Master Plan for use by the client.
  
- H. **Master Plan** - Consultant will use the Framework Plan to create an itemized Master Plan showing:
  - 1. Programming for each location
  - 2. What existing, renovated, and/or new facilities will provide such programming
  - 3. Estimated cost to construct/renovate to provide such facilities (in today’s dollars) in compliance with



## REC CENTER + OUTDOOR AQUATICS

The new Rec Center will be the greatest attraction and revenue generator.



### Revenue Sources

**Rec Center**  
 Membership + Daily Pass  
 Community Programs  
 Athletic Programs  
 Space Rental  
 Retail Sales/Concession

**Aquatics (Indoor + Outdoor)**  
 Aquatic Program  
 Aquatic Space Rentals  
 Outdoor Aquatic  
 Concession

## Gross Revenue Estimate

**Low**  
**\$1,300,000**

**High**  
**\$1,800,000**

- Conservative estimate of memberships & daily passes
- Fewer event/space rentals
- More conservative concession revenue assumptions
- Memberships & daily passes based on Bodenhamer capture\*
- More event/space rentals
- Less conservative concession revenue assumptions

### Phase 1 Opportunity

Daily Pass  
 Outdoor Aquatic  
 Small concession  
 Space rental

**~\$85,000/year**

*Assumes rental facilities are included in Phase 1*

\* Bodenhamer Rec Center captures approximately 2.15% of the population living in a 15-mile radius. While Coastal Gateway Park has a larger 15-mile population many residents may already be members.

## Example of Revenue Base Facilities and Estimate Gross Revenue

### I. Schedule and Finances

2. Assume an overall duration of 20-25 weeks (6 months) culminating at contract award and/or notice to proceed.
3. There is no 2024 CCDD budgetary line item associated with this effort. As such value proposition and return on investment are the only financial considerations in evaluating the proposals, though the next annual CCDD budgetary cycle will likely impose a spending budget on master planning for the next fiscal year.
4. FYI the CCDD's establishment and powers granted under FL Statute 190, both soft and hard costs associated with the planning, design, and construction of community amenities should be assumed to be financed using municipal bonds at current market rates. Recurring operations and maintenance costs are not eligible for bond funding and are charged to members of the CCDD (i.e. residents) as non ad-valorem assessments on their County annual tax bill.
5. Proposals shall establish a fixed fee for each of the above scope sections, with the exemption of the Community Engagement and Workshop sections which will be in a time and materials format. Given the uncertainty on how much effort will be involved with each, pricing can be unit pricing (i.e. cost per workshop) and/or hourly cost based on makeup of the team dedicated to the task.

### Dream / Discover / Design / Document: Meetings and Deliverables

*Meetings – A summary of meetings Consultant will attend includes the following (all meetings are assumed to be via videoconference unless otherwise noted):*

- Kick-off Meeting (1 meeting, to be held in person in Celebration or Dix. Hite's Office)
- Weekly Project Coordination Meetings/Work sessions (24 meetings)
- Community Center and Town Hall Site Visit and Meeting with staff
- Stakeholder (as identified in the scope) Meetings (10 meetings, half to be held in person in Celebration)
- Regulatory Meetings (3 meetings)

- 2-Day Workshop (To be held in person in Celebration)
- Review of Discovery Summary (1 meeting)
- Review of Vision Workshop Summary (1 meeting)
- Review of draft Framework Plan (1 meeting)
- Review of final Framework Plan (1 meeting)
- Review of draft Parks Master Plan (1 meeting)
- Review of final Parks Master Plan (1 meeting)

Community Engagement – A summary of possible community engagement meetings and activities the Consultant will attend includes the following (all meetings are assumed to be via videoconference unless otherwise noted. These possible meetings or activities are time and material charge.

- Stakeholder Meetings (10 meetings, half to be held in person in Celebration)
- Public Meetings (4 meetings, to be held in Celebration)
- Branded Pop-ups (3 meetings, to be held in person in Celebration)

Deliverables – As a result of these tasks, Consultant shall produce the following:

- Project Status Reports
- One (1) Base Data and Planning Document Report (.pdf format)
- One (1) Community Center Comparable Review and Analysis Report (.pdf format)
- One (1) Celebration Town Hall Review and Analysis Report (.pdf format)
- One (1) National Guidelines Summary (.pdf format)
- One (1) Comparable Communities Parks, Open Space, and Amenity Level of Service Study Report (.pdf format)
- One (1) Inventory and Analysis of Parks and Recreational Facilities Report (.pdf format)
- One (1) Discovery Summary (.pdf format)
- One (1) Vision Workshop Summary (.pdf format)
- One (1) Draft Framework Plan (.pdf format)
- One (1) Final Framework Plan (.pdf format)
- 
- One (1) Draft Parks Master Plan (.pdf format)
- One (1) Final Parks Master Plan (.pdf format)

HR&A Advisors Deliverables – As a result of these tasks, Consultant shall produce the following:

- One (1) Summary of findings from Budget and Funding Analysis in briefing book format (.pdf format)
- One (1) Operating Budget and Revenue Strategy, including static financial model, in briefing book format (.pdf format)

**PROJECT SCHEDULE and COMPENSATION**

**Dix Hite**

Task	Fee	Fee Type	
<b>DREAM/ DISCOVER</b>			
A. Research	[REDACTED]	Lump Sum	
B. Sites Evaluation		Lump Sum	
C. Inventory and Analysis of Existing Amenities Facilities		Lump Sum	
D. Community Engagement Meetings (In Person)	[REDACTED]	T&M	Two Staff Per Meeting Plus Prep and Follow up.
Meetings (Virtual)		T&M	
Branded Pop-Ups		T&M	
Phone Tree		T&M	
E. Pre-Vision Workshop		T&M	
<b>SUBTOTAL</b>		<b>Lump Sum Only</b>	
<b>DESIGN</b>			
F. Vision Workshop	[REDACTED]	T&M	
<b>SUBTOTAL</b>	[REDACTED]	T&M	
<b>DOCUMENT</b>			
G. Framework Plan	[REDACTED]	Lump Sum	
H. Master Plan		Lump Sum	
<b>SUBTOTAL</b>			<b>Lump Sum Only</b>
<b>TOTAL</b>	[REDACTED]	<b>Lump Sum Only, Not Including T&amp;M</b>	

**Direct expenses** will be billed in addition to the fees listed above, at cost plus a 10% administration fee. Direct expense may include, but are not limited to, costs associated with travel, printing, and reprographics.

Subconsultants' fee(s) are not included in Consultant's fee listed above. The fee(s) listed below are estimates; if the services are needed and the fee exceeds estimates noted, consultant will submit a proposal for approval, and the cost, plus a 10% administration fee, will be billed as a direct expense.

**LRK, INC.**

Task	Fee	Fee Type
DREAM / DISCOVER	[REDACTED]	Lump Sum
DESIGN		Lump Sum
DOCUMENT		N/A
<b>TOTAL</b>		Lump Sum

<b>KPMFranklin</b>		
<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>
DREAM / DISCOVER	[REDACTED]	Lump Sum
DESIGN		Lump Sum
DOCUMENT		Lump Sum
<b>TOTAL</b>		Lump Sum

<b>HR&amp;A Advisors</b>		
<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>
DREAM / DISCOVER	[REDACTED]	Lump Sum
DESIGN		Lump Sum
DOCUMENT		Lump Sum
<b>TOTAL</b>		Lump Sum

**TOTAL** [REDACTED] **Lump Sum Only, Not Including T&M**

**DHP HOURLY LABOR RATES**

Any hourly fees will be billed using the rates shown below. If additional services are authorized during the performance of a contract, compensation will be based on the Schedule of Fees in effect at the time the services are authorized. Billing rates are adjusted each year to reflect updated labor cost categories. Labor rates for work authorized in subsequent calendar years may be billed using current rates for that year. Rates for expert testimony, litigation support, personal service contracts, and depositions/court appearances are subject to an additional premium.

Senior Principal	[REDACTED]
Principal	
Senior Landscape Architect	
Landscape Architect	
Senior Designer	
Designer	
Technical / Administration	



# ADDITIONAL TERMS AND CONDITIONS

Celebration Parks Master Plan

Project Number 240103

February 16, 2024



## ADDITIONAL TERMS AND CONDITIONS

### Celebration CDD Parks Master Plan

240103

2/16/2024

The additional terms and conditions contained herein are incorporated into the Agreement for Professional Services ("Agreement") between Celebration CDD (Client) and Dix.Hite + Partners, Inc. (Consultant).

1. **Client's Responsibilities:** Client agrees to provide Consultant with all information, surveys, reports, tests, and professional recommendations and any other related items requested by Consultant to provide its professional services. Consultant shall be entitled to rely on the accuracy and completeness of these items in performing its work and shall not be responsible for calculations, specifications or designs based on erroneous, inaccurate or incomplete information provided by Client. Unless such professionals are listed herein as part of the Consultants project team, Client shall furnish, at a minimum, the services of the following consultants, as such services may be necessary for the proper execution of this project: civil engineer; geotechnical engineer; surveyor; structural engineer; architect, and environmental engineer. Client agrees to advise Consultant of any known or suspected contaminants at the Project and Consultant shall not have any responsibility for the discovery, presence, handling, removal or disposal of, or exposure to, hazardous materials or toxic substances in any form at the Project. Consultant shall not be responsible for all surface and subsurface soil conditions. Client will apply and pay for (directly to the appropriate agency at the required time) all necessary permits from authorities with jurisdiction over the Project. Client agrees to provide the items described in this paragraph and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.
2. **Use and Ownership of Consultant's Documents:** Upon the parties signing this Agreement, Consultant grants Client a nonexclusive license to use the drawings, specifications, renderings, conceptual plans, blueprints and other documents prepared by Consultant for Client ("Documents"), if Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Consultant, including the Documents, are the property of, and shall remain the exclusive property of, Consultant and shall retain all common law, statutory and other reserved rights, including copyrights. The Consultant warrants that in transmitting Instruments of Service, it is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Originals shall remain with Consultant with Client retaining a duplicate set. Client has the right to reproduce drawings or reasonable facsimiles, artist renditions or the like of said documents for marketing purposes with Consultant's prior written permission and on the condition that said documents reflect Consultant's brand. These documents shall not be reused on other projects by Client or sold or assigned to third parties without Consultant's prior written permission, which may be withheld in its sole discretion. In the event the Client uses the Instruments of Service without retaining Consultant, the Client releases Consultant from all claims and causes of action arising from such uses. Client, to the extent permitted by law, further agrees to indemnify and hold harmless Consultant from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section.
3. **Intellectual Property.** Except for rights expressly granted under this agreement, nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.
4. **Billing and Payment:**
  - (a) Invoices may be sent to Client in either electronic or paper format. Client shall select a preferred format and enter the required information. If an option is not selected, billing shall be in paper format mailed to the Client at the address indicated in this Agreement.
    - Electronic – email address (e.g. *name@company.com*): \_\_\_\_\_
    - Paper – name & address (if different from Agreement name and address): \_\_\_\_\_
  - (b) Payment of Consultant's invoices is due within thirty (30) days of receipt of invoice.
  - (c) Balances unpaid after ninety (90) days shall accrue compounded interest at the rate of 1.5% per month until paid in full.
  - (d) If Client objects to any portion of an invoice, Client shall notify Consultant in writing of the reason for any disputed portion, within 15 calendar days of the invoice date; otherwise any objection shall be deemed waived and the invoice shall be considered accurate and correct.
  - (e) Payment shall be to: Dix.Hite + Partners, Inc.

- If paid by manual check, mail to: 150 West Jessup Avenue, Longwood, Florida 32750
- If paid by Electronic Funds Transfer (EFT): First Colony Bank, Maitland, Florida; ABA Routing Number: 063116504; Account Number: 1174124698

5. **Changed Conditions:** Consultant reserves the right to renegotiate the fee if the work deviates from the Scope of Services defined in the Agreement.
6. **Site Observation:** The Client recognizes that site observation/review is a vital element of Consultant's service and includes design and drawing modifications based on changing site conditions during construction. Should the Client, for any reason, including non-payment, not retain Consultant to review the site, or should the Client restrict Consultant from reviewing the site during the period of construction, the Client waives any claim or liability for injury or loss related to the Project that allegedly result from findings, conclusions, recommendations, plans or specifications developed by Consultant. The Client also agrees to compensate Consultant for time and expenses incurred in the defense of any such claim. The site visits performed by Consultant in no way constitute a guarantee that construction deficiencies may not exist or occur.
7. **Termination:** Either Client or Consultant may terminate this Agreement upon seven (7) days' written notice to the other party. If terminated, Client agrees to pay Consultant for all Basic and Additional Services rendered and Reimbursable and Direct Expenses (as such terms are defined herein) incurred up to the date of termination. Upon not less than seven (7) days' written notice, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment. If the Project is suspended or put on hold for any reason, including but not limited to nonpayment, for more than 90 days Consultant shall be entitled to a remobilization fee which shall be determined prior to re-initiating the project.
8. **Miscellaneous Provisions:**
  - (a) This Agreement is governed by the laws of the State of Florida without regard to the principles of conflicts of laws. Any cause of action under this Agreement shall be adjudicated in the appropriate court located in the County and State where the Project is located.
  - (b) This Agreement is the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both parties.
  - (c) If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
  - (d) Neither Client nor Consultant shall assign this Agreement without the prior written consent of the other.
  - (e) Irrespective of any other term in this Agreement, Consultant shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures for the Project; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Consultant's Documents.
  - (f) Client agrees to indemnify, defend and hold harmless Consultant, and its officers, employees, agents and representatives from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that Consultant shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Consultant's negligent acts, errors or omissions. The provisions of this paragraph shall survive the expiration/termination of this Agreement.
  - (g) Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to all costs and attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
  - (h) Client and Consultant waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement, including but not limited to any claim related to Project delays. Consultant's waiver of consequential damages is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Consultant for claims, disputes or other matters in question arising out of or relating to the Project.

- (i) Pursuant to Section 558.0035 Florida Statutes, Dix.Hite + Partners, Inc. is the responsible party for the professional services it agrees to provide under this contract. Pursuant to Section 558.0035, FL Stat, Consultant and Owner agree that no individual, professional, employee, agent, director, officer or principal may be held individually liable for negligence arising out of, or related to, this contract.
- (j) To the extent damages are covered by property insurance during construction, Client and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Consultant, as appropriate, shall require of the contractors, consultants, agents (and their employees) similar waivers in favor of the other parties described in this paragraph.
- (k) Client acknowledges and agrees that proper Project maintenance is required throughout the Project including during construction and continuing indefinitely after construction is substantially complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Consultant is not responsible for the results of any lack of or improper maintenance. This indemnification includes damage to public and/or private property. Maintenance of the premises shall be the sole responsibility of the Owner or its agents.
- (l) Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- (m) It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venture or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes.
- (n) It is the intention of the parties hereto that no person or entity other than a party hereto shall be entitled to bring any action to enforce any provision of this Agreement against the other party hereto, and that the covenants, undertakings, and agreements set forth in this Agreement shall, unless provided otherwise, be solely for the benefit of, and shall be enforceable only by the parties hereto and their respective successors and permitted assigns.
- (o) In no event shall the total liability of Consultant for any damages, losses, claims and/or causes of actions arising from the terms of this Agreement and the work provided hereunder exceed, in the aggregate, exceed \$50,000 or the total contract fee paid to Consultant under this Agreement, whichever is greater.
- (p) Consultant shall be relieved of its obligations under this Agreement in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the Consultant, including, without limitation, Acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The Consultant agrees to make all reasonable efforts to mitigate the delays and damages of Force Majeure.
- (q) The Consultant shall secure and maintain during the life of this Agreement General Liability, Professional Liability and Workers Compensation Insurance. Client shall be named as additional insured under the Commercial General Liability policy, if requested by Client. Consultant shall furnish Client with copies of certificates of insurance upon request.
- (r) Any notice required to be given under this Agreement shall be deemed sufficient, if given in writing and delivered to the following:

CLIENT:

---

Contact Name

---

Company Name

---

Address, City, State, Zip Code

CONSULTANT:

Gail O'Connor

Dix.Hite + Partners, Inc.

150 West Jessup Avenue, Longwood, FL 32750

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures. If this Agreement is not signed and returned to Dix.Hite within thirty (30) business days, the offer to perform the described services may, in Dix.Hite's sole discretion, be withdrawn and be null and void.

**Celebration CDD**

**Dix.Hite + Partners, Inc.**

\_\_\_\_\_  
Name: Angel Montagna  
Title: Vice President of District Services

  
\_\_\_\_\_  
Christina Hite, PLA, Founder

\_\_\_\_\_  
Date

February 16, 2024  
\_\_\_\_\_  
Date

THANK YOU



**DIX·HITE**

150 West Jessup Ave  
Longwood, FL 32750  
407-667-1777



# LandDesign



FEBRUARY 16, 2024

EXHIBIT A  
SCOPE OF SERVICES

CELEBRATION PARKS MASTER PLAN

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT (CCDD)  
LandDesign PN: 8124008

LandDesign understands that the Celebration Community Development District (CCDD) is requesting design services for a Parks Master Plan that reflects the conceptual vision of the community. We understand that the CCDD is looking for a Planning and Amenity consultant to provide a report and visioning document that outlines the long-range planning and implementation of the parks and recreational facilities within the Celebration Community (see Exhibit C). Items in *italics* have been added to the initial scope provided and are at no additional cost from the provided scope. We anticipate the timeline of this project to be approximately 6 months.

The services will culminate in the collaborative preparation of the Parks Master Plan by the consultant team ("Consultant") that reflects the conceptual vision of the plan and provides the deliverable (book) to be used by the client to demonstrate the long-range creation of the parks and recreational facilities within the Celebration Community. Coordination will involve the following stakeholders:

- CCDD (Celebration Community Development District) - municipal district that owns/maintains infrastructure (ponds, sidewalks/trails, lights) in residential areas.
- ECDD (Enterprise Community Development District) - water/sewer utility provider and municipal district that owns/maintains infrastructure in non-residential area.
- CROA (Celebration Residential Owners Association) - the community HOA that owns most common parks and amenities, along with Town Hall located at 851 Celebration Ave.
- CNOA (Celebration Non-residential Owners Association) - the community commercial POA which notably owns the streets downtown so they can be closed off for events.
- MPAG (Master Plan Advisory Group) – CROA initiated committee of selected community volunteers tasked to develop a comprehensive Master Plan strategy based on prior community survey research and other historically available information, strategic partnerships and related organizational goals, and well-curated community outreach and data research, to establish a long-term goal for the community's development.
- CJC (Celebration Joint Committee) - manages common items to CROA/CNOA like management, communications, accounting, and security.
- TCC (The Celebration Company) - Developer and Declarant of the community as well as a subsidiary of Disney. Occupies 3 seats on CNOA (majority) and 2 seats on CJC and ECDD (minority). Owns very few parcels in Celebration proper but majority landowner in ECDD area to the west across I-4.
- Mattamy Homes - homebuilder and owner/developer of the remaining undeveloped portion of Celebration in Island Village.
- Lexin - a private real estate company that owns and manages downtown mixed-use buildings.
- CFTOD (Central Florida Tourism Oversight District) - formally RCID, owner of land surrounding the community and party to any environmental permitting.



LandDesign proposes to offer the following as part of this proposal for design services.

**I. DATA COLLECTION AND DISCOVERY**

**PHASE 100**

**Research**

1. Gather and evaluate prior work by Osceola County
  - a. Comprehensive Plan Parks and Recreation Element
  - b. Parks Master Plan Phase I (10/12/2015)
  - c. Parks Master Plan Phases II & III (01/04/2018)
  - d. Trail Prioritization and Feasibility Study (04/2019)
  - e. MXD Conceptual Master Plans – Technical Appendix 06 (2010)
  - f. County Capital Improvement Plan
2. Gather and evaluate community park and recreation standards established by both public and private organizations.
3. Determine comparable communities to Celebration by established level of service standards.
4. Gather and evaluate public Community Centers in the Central Florida region
  - a. List of communities with comparable demographics as Celebration which have public Community Centers (minimum - 7; preferred - 10)
  - b. Details of Community Centers within these communities (floorplans/size, pictures, amenities [gym, playing courts, community kitchen, multipurpose rooms, dance studios, etc.], major assets, programming, construction costs and timelines)
  - c. Feedback from municipalities/operators of what has worked well, what has not, desired changes, usage statistics of individual amenities in their Community Center
  - d. Structure of usage agreements for general public use, “partner programs” (for-profit, non-profit, governmental)
  - e. Most recent revenue and costs of operations/maintenance.
5. Understand regulatory constraints of:
  - a. County comprehensive plan and land development code
  - b. Celebration governing documents
6. Evaluate the following prior Celebration planning and community feedback documents located at <https://celebration.fl.us/facilities-parks-master-plan-celebration-florida/>:
  - a. 2019 Facilities & Parks Master Plan
  - b. 2015-2020 Parks and Recreation Master Plan
  - c. CROA Master Plan Advisory Group Resolution (draft)
7. Gather and evaluate use of community rooms in Celebration’s Town Hall (851 Celebration Avenue), owned by CROA
  - a. Usage and scheduling of community center rooms detailed by each organization/program for the past five years (acknowledging low usage during COVID-19 pandemic and separately with current building damage since September 2022 due to hurricane)

**Site Evaluation**

*LandDesign will gather publicly available information in GIS format and client-provided information to be incorporated into base maps for the project area. We will work with the client to identify potentially under-utilized parcels.*

1. Gather site constraints in AutoCAD Format for the following:
  - a. Aerial Photography with existing conditions and uses
  - b. Ownership
  - c. Site constraints (wetlands, floodplain, easements, topography)
  - d. Poinciana Parkway Extension Alignments (Proposed)
  - e. Future Roadway Alignments (Proposed)
  - f. Existing and future land use (FLU); existing zoning; water bodies; streets; bikeways and trails; parcels; rights-of-way; current inventory of vacant/derelict sites (Osceola

Co. Property Appraiser); current inventory of school, churches and non-profit community facilities; County and CCDD-owned parcels

2. Gather and analyze constraints from designated land use, zoning, and deed restrictions.
3. Evaluate best use and opportunities per location.

**Inventory Existing Amenity Facilities**

1. Gather information on community amenities/facilities per village (North, Celebration Main, South, East, Artisan Park, Spring Lake, Celebration Blvd., Island Village). See <https://celebration.fl.us/amenities/> for information from CROA.
2. Evaluate condition, accessibility and connectivity of community facilities.
3. Gather applicable data for facilities in vicinity (10-mile radius)
  - a. Facility Name and Type (Regional, Community, Conservation Area, etc.)
  - b. Elements provided (type and amount)
  - c. Parking provided (type and amount)
  - d. Hours of operation
  - e. Fee Structure
4. Utilize the inventory of open space, amenities, and access/trail connectivity to develop a Needs Assessment Summary looking at:
  - a. Acreage
  - b. Facilities
  - c. Access
  - d. Quality

**Pre-Workshop Preparation**

1. Perform market and benchmarking comparisons of existing facilities to comparable communities and established community standards.
2. Create Workshop Agenda
3. Prepare workshop exercises
4. Gather photographic examples of desirable elements
5. Coordinate with stakeholders to ensure representation

**II. COMMUNITY ENGAGEMENT**

**PHASE 010**

1. Coordinate with CROA and/or MPAG to solicit input from residents on their satisfaction with existing facilities, expectations, and desired additions.
2. Expectation is that Consultant will assist the design, planning, and analysis of the feedback effort, with MPAG/CROA responsible for execution.

**Workshops**

Workshop(s) will contain a minimum of the below components:

1. Introduction:
  - a. State the goal of the workshop(s)
  - b. Introduce the stakeholders/participants
  - c. Present credentials to establish trust/authority
2. Present results of:
  - a. Research
  - b. Site Evaluation
  - c. Existing Facility Inventory and Analysis
3. Visioning of the **Major System Components**
  - a. Centralized Celebration Community Center to include overview of suggested aspects for a Center (meeting and flex rooms, indoor sports courts, community gym/weight room, party/banquet hall, performing arts stage, game room, dance studio,

- café/concession stand, office space for community government/management, etc.)
- b. Community Facilities including Athletic Fields and Master Trail System
- c. Neighborhood Facilities per village
- 4. Select Vision for the constituent “Elements” making up each Major System Component
  - a. Present examples of desirable elements to be included in the Major System Components (Photographs, Renderings Sketches)
  - b. Visioning Exercise (Red Dot/Green Dot) to select the vision and character of the types of example elements for the Major System Components

#### **Post Workshop Collaboration**

1. Create a document summarizing the key decisions and defining the essence of the vision for the Parks Master Plan.
2. The Vision of the Parks Master Plan will be presented for review and comment.
3. Comments will be included by Consultant in the vision for the Parks Master Plan and a final document will be created for use by the Team to move forward.

### **III. FRAMEWORK PLAN AND MASTER PLAN**

**PHASE 120**

#### **Framework Plan**

Consultant will utilize Research, Site Evaluation, Inventory, Community Input, and Workshop results to create a Framework Plan for the Parks Master Plan. The Framework Plan is intended to be a high-level “road map” of the long-range plan for the community. The Framework Plan will consist of the following:

#### **Diagrammatic Conceptual Plans for Major System Components**

1. Based on the alignment established in the workshop, the Consultant will develop a high-level plan reflecting:
  - a. Park Hierarchy
  - b. Acreage/location of all Major System Components
  - c. Connectivity
2. Each Major System Component will be reflected with:
  - a. Conceptual sketch of the configuration of the facility
  - b. Vision and character photos and sketches of the example elements to be included within the facility.

#### **List of Elements that may be included for each Major System Component**

1. Multipurpose Building Facilities
  - a. Community Centers
  - b. Senior Centers
  - c. Gymnasiums
  - d. Amphitheaters
2. League Facilities
  - a. Baseball fields
  - b. Soccer Fields
  - c. Football Fields
  - d. Lacrosse Fields
  - e. Multipurpose Fields
  - f. Aquatic Facilities
3. Aquatics Centers
  - a. Community Swimming Pools
  - b. Splash Pads
4. Sports Courts Facilities
  - a. Basketball Courts
  - b. Tennis Courts
  - c. Pickleball Courts

- d. Handball Courts
- e. Bocce
5. Dog Parks
  - a. Large Dog Parks
  - b. Small Dog Parks
6. Nature Experiences
  - a. Conservation Areas
  - b. Boardwalks
  - c. Community gardens
  - d. Outdoor Fitness Facilities
7. Trails and Connectivity
  - a. Identify opportunities for trail connectivity to and from parks and community facilities to local destinations such as schools and neighborhoods.

#### **Master Plan**

- Consultant will use the Framework Plan to create an itemized Master Plan showing:
  1. Programming for each location based on stakeholder input.
  2. What existing, renovated, and/or new facilities will provide such programming
  3. Estimated cost to construct/renovate to provide such facilities (in today's dollars) in compliance with community architectural and planning guidelines.
  4. Prioritized schedule of improvements, from highest to lowest impact.
  5. Provide information on potential funding strategies and grant opportunities.
- The Master Plan and associated financial impact (expected revenues and cost to operate and maintain improvements) will be presented for review and comment.

#### **Schedule and Finances**

1. Assume an overall duration of 20-25 weeks (6 months) culminating at contract award and/or notice to proceed.
2. There is no 2024 CCDD budgetary line item associated with this effort. As such value proposition and return on investment are the only financial considerations in evaluating the proposals, though the next annual CCDD budgetary cycle will likely impose a spending budget on master planning for the next fiscal year.
3. FYI the CCDD's establishment and powers granted under FL Statute 190, both soft and hard costs associated with the planning, design, and construction of community amenities should be assumed to be financed using municipal bonds at current market rates. Recurring operations and maintenance costs are not eligible for bond funding and are charged to members of the CCDD (i.e. residents) as non ad-valorem assessments on their County annual tax bill.
4. Proposals shall establish a fixed fee for each of the above scope sections, with the exemption of the Community Engagement and Workshop sections which will be in a time and materials format. Given the uncertainty on how much effort will be involved with each, pricing can be unit pricing (i.e. cost per workshop) and/or hourly cost based on makeup of the team dedicated to the task.

**EXHIBIT B**

**FEEES**

**COMPENSATION SUMMARY**

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Data Collection and Discovery	100	██████████
Community Engagement (hourly not to exceed)	010	██████████
Framework Plan and Master Plan	120	██████████
Expenses – <i>to be billed at cost, as incurred</i>	EXP	██████████
<b>Grand Total:</b>		██████████

**HOURLY RATES**

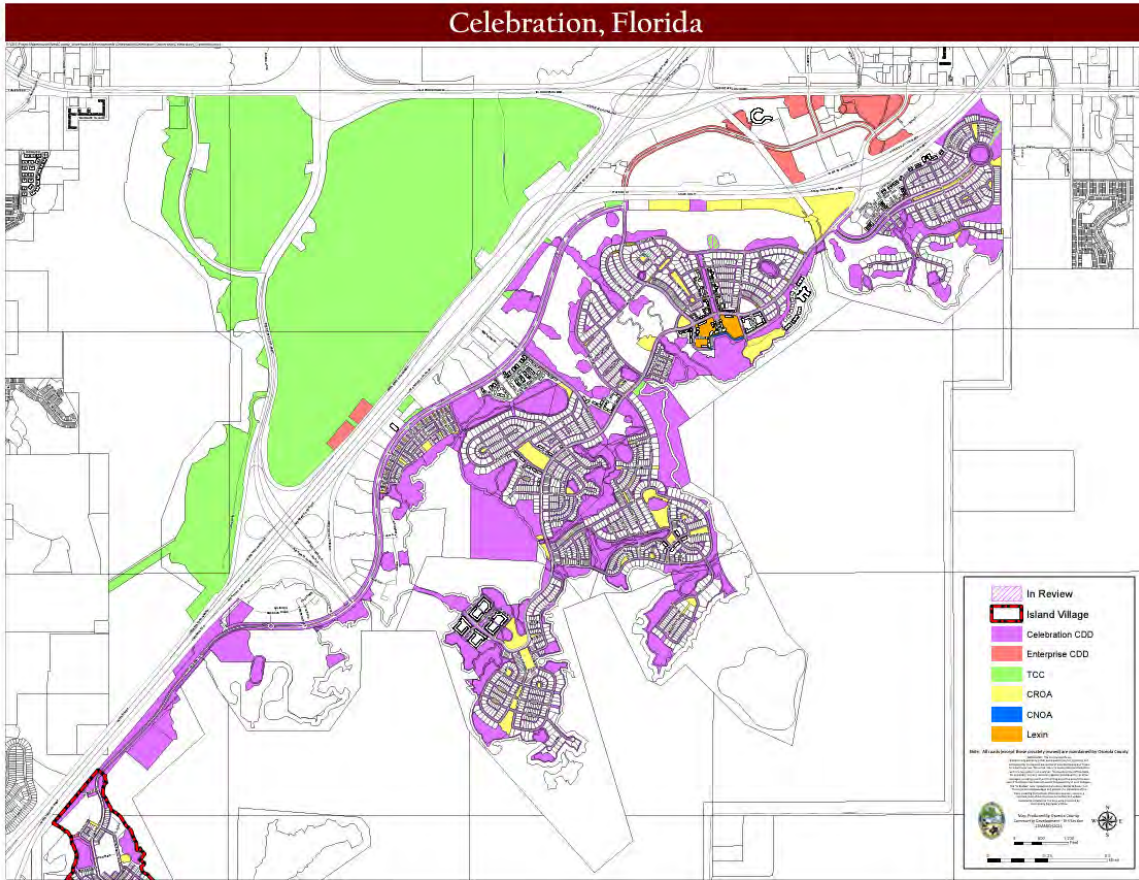
Partner	██████████	/Hour	Construction Administration Manager	██████████	/Hour
Principal	██████████	/Hour	Survey Manager	██████████	/Hour
Director	██████████	/Hour	Professional Surveyor	██████████	/Hour
Studio Leader	██████████	/Hour	Field Survey Party	██████████	/Hour
Senior Designer	██████████	/Hour	Survey CAD Technician	██████████	/Hour
Designer	██████████	/Hour	Project Assistant	██████████	/Hour

All billing rates are subject to periodic adjustments at the discretion of LandDesign.

**REIMBURSABLE EXPENSES**

Expenses incurred by LandDesign solely in the interest of the project shall be reimbursable and billed at our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long distance telephone and facsimile transmittals, supplies, printing, and photographic reproductions.

**EXHIBIT C – APPROXIMATE PROJECT AREA**



# Perry Becker



# PERRY | BECKER

Celebration CDD Parks Master Plan  
2024-02-16



“Experience at EVERY Scale”





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**SECTION 1**  
**LETTER OF INTEREST**



February 16, 2024

Ms. Angel Montagna  
Vice President of District Services  
Celebration Community Development District  
313 Campus Street  
Celebration, FL 34747

**Re: Celebration Parks Master Plan RFP**


Dear Ms. Montagna,

It is with great pleasure that we submit our qualifications and fee proposal for the Development of the Town of Celebration Parks Master Plan RFP. We have developed this proposal based on the scope of work requested in the RFP transmitted to our office and subsequent clarifications provided.

We have assembled a highly experienced team of professionals with strong historical knowledge. Both Mr. Bill Poulin and I were engaged by the Celebration Company in the original Master Planning, Entitlement Approvals and Landscape Architectural Design for the project from its inception. We feel quite confident in our knowledge of the overall project to assist in developing a detailed Parks Master Plan update.

The Perry Becker team has worked with multiple County and City agencies as well as private developers to update parks master plans and develop full master plans for large-scale projects. Our team is very familiar with the current state parks and recreational standards which will be the basis of our analysis and ultimate recommendations for future planning needs.

We look forward to assisting you in this project and are eager to help continue building upon the excellence of the Celebration Community.

Sincerely, 

David A. Perry, PLA, AICP  
Managing Director



## SECTION 2 FIRM INTRODUCTION



## Perry Becker Design

### Firm Overview



Perry Becker Design offers exceptional Hospitality, Themed Entertainment Planning, Landscape Architectural Design, and Construction Management to both private and public sector clients around the world. Our team brings over 60 years of collective experience between our founding Principals, with a clear focus in providing design vision and innovative design solutions to our clients.

As opposed to many firms, our Principals are hands on to every project in our office. This was a commitment that we made at the inception of our firm and one that we know our clients expect. This hands on approach is one that we do not take lightly and what often sets us apart from our competitors.

We seek clients that are passionate about design and the desire to truly create memorable and lasting places. We clearly understand that every project works within budgetary parameters. We see this as defined opportunity as opposed to constraint. We strive to develop innovative design solutions that maximize the quality of every project while respecting our client's financial goals and the long term sustainability of each project.

*Innovative Design – Feasible Solutions - Trusted Advisors*

[www.Perry-Becker.com](http://www.Perry-Becker.com)

## Services

### Landscape Architecture, Planning and Urban Design

- Urban Planning
- Land Use Planning and Analysis
- Comprehensive Planning
- Neighborhood Planning
- Comprehensive Parks Master Planning
- Rezoning
- Corridor Redevelopment Planning
- Streetscape Design
- Parks Design and Master Planning
- Recreational Master Planning
- Environmental Planning
- Facilities Planning and Design
- Development Feasibility Analysis
- Development Design Guidelines
- Transportation Facilities Design
- Plans Permitting
- Public Meeting Facilitation

### Graphic Design Services

- Environmental Graphics & Signage Design
- Thematic Signage and Branding Design
- Artistic Renderings (Watercolor, Digital, Mixed-Media)
- 3-D Visualization Graphics and Animation Design
- Signage Fabrication and Installation Supervision

### Construction Services

- Project Management
- Cost Estimation and Scheduling
- Plans Processing and Permitting
- Landscape Contract Grow Management
- Construction Administration
- Arborist Services
- Construction Inspection
- ADA Analysis and Construction Remediation
- Post Construction Analysis





**SECTION 3**  
**PROJECT TEAM**





**David Perry, PLA, ASLA**  
Principal-In-Charge  
Project Lead



**Bill Poulin, PLA, ASLA**  
Programming &  
Quality Control



**Derick Taylor, PLA, ASLA**  
Project Manager/Sr. Landscape Architect  
Meeting Facilitator



**Sydney Fisk, ASLA**  
Parks Research, Meeting Facilitator  
Design Presentation



**Ryan Hunt, PLA, ASLA**  
Parks Research & Analysis  
Meeting Facilitator



**DAVID A. PERRY, PLA, AICP, ASLA****Principal-In-Charge, Project Lead**

Mr. Perry has spent the last 32 years of his career leading multi-disciplinary teams in the development of extremely complex projects ranging from resorts and theme parks, to CRA corridor and community redevelopment plans, urban waterfronts, streetscapes and public parks. He has focused his career on planning and designing vibrant, memorable and financially sustainable communities with a specific interest in redevelopment planning.

**Parks and Trails System Design***(Over 52 Miles of Trails Design)*

- Countywide Master Trails Signage Program, Seminole County, FL
- Flagler Drive Waterfront Linear Park, West Palm Beach, FL  
(2.8 Miles Urban Waterfront Trail)
- Green Spring Park, Volusia County, FL ( 1.75 Miles of Nature Trails)
- Spring to Spring Historic Trail, Volusia County, FL (5.25 Miles of Trails)
- Horizon's West Special Area Plan, Orange County, FL (2.5 Miles of Trails to date)
- Indian Trails Park, Palm Coast, FL (1.25 Miles of Trails)
- Innovation Place, Orange County, FL
- Loxahatchee National Wildlife Refuge Public Facilities Design (3.75 Miles of Nature Trails and Boardwalks)
- Multiple Park Projects - Rock Lake Park/Ivey Lane Park/Rosemont Sports Park/Greenwood Wetlands Park , Orlando, FL (2.25 Miles of Trails)
- Okechee Regional Park (3.5 Miles of Trails)
- Seminole County Countywide GIS Trails Mapping, Alignment Analysis and Cost Programming, Seminole County, FL
- Seminole County Environmental Studies Center (6.5 Miles of Trails and Boardwalks)
- Seminole County Cross Seminole Trail Signage (Master Signage for Entire Trails System)
- Seminole County – Trails Around The World
- Seminole County Trails GIS Mapping
- South Brevard County Equestrian Trails GIS Mapping and Cost Programming, Brevard County, FL (14.5 Miles of Trails)
- South Mainland Community Park
- St. Maarten, N.A., Bay Front Promenade (1.8 Miles of Urban Waterfront Trails)
- Tuskawilla Park, Martin County, FL (1.25 Miles of Trails)
- University of Florida Biven's Arm Nature Park and Master Trails Design (2.5 Miles of Nature and Multi-Modal Trails)
- West Orange Trail Maintenance Analysis and Cost Programming, Orange Co., FL
- Vakaria/South Brevard Master Plan (4.5 Miles of nature/equestrian Trails)

**Recreational Planning and Design**

- Brevard County Parks Referendum Continuing Services LA Consultant, Brevard County, FL (5 Parks Total)
- Broken Glass Community Park
- Broward Recreation Complex – University of Florida
- Burt Reynolds Riverfront Park, Jupiter Florida
- City of Orlando Continuing Landscape Architectural Services Contract, Orlando, FL (4 Parks Total)
- Orange County Continuing Services for Parks and Recreational Design, Orange County, FL (6 Parks Total)
- Orange County – Countywide Recreational Sports Fields Parks Maintenance Analysis and Cost Programming, Orange County, FL
- Micco Community Park, Brevard County, FL
- Summerport Linear Park
- Valkaria Park, Brevard County, FL
- Others Throughout Florida and the CaribbeanS

**Urban Design/ Redevelopment Planning**

- Cape Coral CRA - Master Signage Design Guidelines, Cape Coral, FL
- Cape Coral CRA Downtown Redevelopment Master Plan, Cape Coral , FL
- Disney's Flamingo Crossings Town Center Design Guidelines
- Mizner Park Village Center (Construction Manager) Boca Raton, FL
- Millenia Park Master Plan, Orlando, FL
- Orlando CRA - Creative Village Urban Redevelopment Master Plan, Orlando, FL
- Orlando CRA - Creative Village Urban Open Space/Parks Design, Orlando, FL
- Winter Park CRA - Urban Redevelopment Design Guidelines, Winter Park, FL
- Downtown Stuart CRA Master Plan & EAR Based Amendments
- Downtown Ruskin CRA Master Plan
- Boynton Beach CRA HSI Corridor Streetscape Master Plan

**Professional Registration**

Licensed Landscape Architect  
Florida #1538

**Affiliations/ Memberships**

Orange County Urban Design Commission (Past Chair)  
Orange County Development Advisory Board  
Florida Redevelopment Association  
City of Orlando Arts Advisory Board (Chair)  
Habitat for Humanity – Orlando & Brevard County Sections  
Urban Land Institute  
American Society of Landscape Architects  
Themed Entertainment Association

**Education:**

BLA University of Florida

**Years of Experience: 32**



## Bill Poulin, PLA, ASLA

### Programming & Quality Control

Bill is a Senior Director and Team Leader for our firm. His phenomenally accomplished career has placed him in leadership positions with EDAW, Canin Associates, Walt Disney Imagineering and most recently Atkins where he served as their National Director of Landscape Architecture. Bill brings more than 30 years of experience in Land Development Planning, Landscape Architecture, and Design/Construction Management to our firm. His extensive expertise and deep knowledge in the application of technology and integrated delivery, including BIM and VDC, adds tremendous value to our team.



#### Urban Design/Redevelopment Design

- Celebration (Town Center), Celebration, Florida
- Disney Springs, Lake Buena Vista, Florida
- Disney's Golden Oaks - Clubhouse, Lake Buena Vista, Florida
- Veranda Park Master Plan, Orlando, Florida
- Lakeside Village, Lakeland, Florida
- Lakewood Ranch Town Center, Sarasota, Florida
- Lakewood Ranch Parks Master Plan, Sarasota, Florida
- Trilogy Orlando (Parks & Amenities), Groveland, Florida
- Windemere (Parks & Amenities), Bakersfield, California
- Villages at Brimhall - Brighton (Parks & Amenities), Bakersfield, California
- Windsor at Seven Oaks (Parks & Amenities), Bakersfield, California

#### Campus Planning & Design

- Georgia Tech, Campanile Fountain/Plaza, Atlanta, Georgia
- Emory University – Biomedical Connector, Atlanta, Georgia
- Edison Community College Masterplan, Punta Gorda, Florida
- Florida Agriculture & Mechanical University, Tallahassee Florida
- Masterplan University of North Florida (UNF) Masterplan, Jacksonville, Florida

#### Recreational Planning & Design

- Biltmore Estate Visitor Center, Asheville, North Carolina
- World Golf Village, St. Augustine, Florida
- Cirque du Soleil @ Disney Springs, Lake Buena Vista, Florida
- NBA Experience @ Disney Springs, Lake Buena Vista, Florida
- Disney's Hollywood Studios – Grand Avenue, Lake Buena Vista, Florida
- Hard Rock Hotel, Daytona Beach, Florida
- Amador Convention Center, Panama City, Panama
- Disney's Art of Animation Resort, Lake Buena Vista, Florida
- Hilton Orlando - Bonnet Creek Resort, Orlando, Florida
- Waldorf Astoria Orlando, Orlando, Florida
- Disney's Animal Kingdom, Lake Buena Vista, Florida
- Disney's Coronado Springs Resort, Lake Buena Vista, Florida
- Disney's Fantasia Garden's Golf, Lake Buena Vista, Florida
- Disney's Boardwalk Resort, Lake Buena Vista, Florida
- Centennial Olympic Park, Atlanta, Georgia
- Biltmore Estate Visitor Center, Asheville, North Carolina
- World Golf Village, St. Augustine, Florida

#### Professional Registration

Florida Registered Landscape Architect # LA 1431

#### Affiliations/ Memberships

American Society of Landscape Architects, Central Florida

#### Education:

BLA, Landscape Architecture, University of Florida

CIFE Certificate

Center for Integrated Facility Engineering

**Years of Experience: 32**

#### Expertise:

- BIM Cost Modeling
- BIM Management
- Concept Design
- Construction Administration
- Construction Design
- Construction Management
- Graphic Design

#### Program Proficiency:

- AutoCad/LandFX
- Civil 3-D
- Sketchup
- REVIT
- Adobe Creative Suite
- Microsoft Office Suite



## Derick Taylor, PLA, ASLA

### Project Manager, Sr. Landscape Architect, Meeting Facilitator

Mr. Taylor is an Urban Designer/Landscape Architect for the firm. His role ranges from developing urban master plans and design guidelines, to corridor redevelopment planning and streetscape design to site specific detailed landscape architectural construction design and field construction management. He has more than 16 years of experience in all aspects of urban planning, mobility planning and design, recreational planning and themed entertainment venue design.



#### Streetscape Design

- Osceola County US-192 improvements
- Epcot Center Drive Area Development Design, Orlando, FL
- BVD Corridor Area Development Design, Orlando, FL
- Creative Village Conceptual Streetscape Design
- US 17-92 Corridor Streetscape Master Plan, Seminole Co.
- Jacksonville Dunn Avenue Streetscape
- Jacksonville Main Street Streetscape
- Jacksonville New Kings Road Urban Corridor Redevelopment MP
- Windermere Main Street Redevelopment Master Plan
- Cape Coral CRA Main Street Streetscape Design
- John Wycliffe Boulevard Streetscape Plan, Orlando, FL

#### Urban Design/Redevelopment Design

- Boynton Beach CRA - Boynton Harbor Marina Village Master Plan
- Cape Coral CRA Downtown Redevelopment Master Plan, Cape Coral , FL
- Disney's Flamingo Crossings Town Center Master Planning
- Disney's Flamingo Crossings Town Center Design Guidelines
- Maitland Town Center Master Planning, Maitland, FL
- Orlando CRA - Creative Village Urban Redevelopment Master Plan, Orlando, FL
- Orlando CRA - Creative Village Urban Open Space/Parks Design, Orlando, FL
- Palm Bay Bayfront CRA - Redevelopment Master Plan, Palm Bay, FL
- Seminole County CRA - US 17-92 Streetscape Redevelopment Design Guidelines
- Stuart CRA - Downtown Streetscape Master Plan, Stuart, FL
- Stuart CRA - Downtown Redevelopment Master Plan, Stuart , FL
- Summerport Village Center Master Plan, Orlando, FL
- Williams Property - Brightline St

#### Professional Registration

Florida Registered Landscape Architect # LA6667168

#### Affiliations/ Memberships

American Society of Landscape Architects, Central Florida

Themed Entertainment Association

#### Education:

BLA, University of Florida

#### Years of Experience: 17

#### Expertise:

- Concept Design
- Graphic Design
- Construction Design
- Graphics & 3D Visualization & Animation Design
- Construction Administration

#### Program Proficiency:

- AutoCad/LandFX
- Civil 3-D
- Sketchup
- Lumion
- Unreal Engine
- REVIT
- Adobe Creative Suite
- Microsoft Office Suite

## Sydney Fisk, ASLA

### Parks Research, Design Presentation, Meeting Facilitator

Mrs. Fisk is a landscape architectural designer with Perry Becker Design. In addition to her core landscape architectural construction design skills, Sydney is highly talented in construction design and construction management. Sydney is well versed in highly detailed landscape design and horticultural construction practices catered to the specific environments created in an urban environment and understands the regulatory requirements well, enabling her to achieve successful results with both agency approval, as well as in the field.



#### Urban Design/Redevelopment Design

- Centene Corporate Campus, Charlotte NC
- Atrium Health Union West, Charlotte NC
- 95 Roberts Mixed-Use Arts District, Asheville, NC.
- Innovation Park Master Plan, Charlotte NC
- Galleria, Charlotte NC
- Mint and Carson, Charlotte NC
- Carolyn Lane, Charlotte NC
- McCarthy Park, Charlotte NC

#### Parks & Recreation Design

- Francisco Park, San Francisco, CA
- Sixth Street Viaduct Park, Los Angeles, CA
- Wilmore Centennial Park, Charlotte NC
- Carr Lake Open Space Recreation and Restoration

#### Transportation Planning & Design

- Novel Loso Station, Charlotte NC
- Link Manchester, Charlotte NC
- Link Brookstown, Charlotte NC IBM Drive, Charlotte NC
- Universal's Epic Universe Resort Wide Roadway Master Planning
- Walt Disney World Ticket and Transportation Center Irrigation Mapping
- Disney's Magic Kingdom Parking Lot Irrigation Mapping

#### Affiliations/ Memberships

American Society of Landscape Architects, Central Florida

Themed Entertainment Association

Urban Land Institute

#### Education:

BS Landscape Architecture, Cornell University

BS Urban & Regional Studies, Cornell University

#### Years of Experience: 5

#### Expertise:

- Concept Design
- Graphic Design
- Construction Design
- Graphics & 3D Visualization & Animation Design
- Construction Administration

#### Program Proficiency:

- AutoCad/LandFX
- Civil 3-D
- Sketchup
- Lumion
- Unreal Engine
- REVIT
- Adobe Creative Suite
- Microsoft Office Suite

## Ryan Hunt, PLA, ASLA

### Parks Research & Analysis, Meeting Facilitator

Mr. Hunt is a Landscape Architect with Perry Becker Design. Ryan provides critical design collaboration, construction design and construction administration for a wide variety of Urban design related projects. Ryan is well versed in highly detailed landscape design and horticultural construction practices catered to the specific environments created in an urban environment and understands the regulatory requirements well, enabling him to achieve successful results with both agency approval, as well as in the field.

#### Urban/Community Planning & Design

- Calypso Cove Cruise Port, Bahamas
- Port of Progreso, Mexico
- Boxi Park, Lake Nona
- Waterleigh COMMUNITY Master Plan
- Bronson Community Development Master Plan
- Placencia Waterfront Redevelopment Master Plan
- Valencia Digital Film School
- UCF Hotel

#### Parks & Recreational Planning & Design

- Waterleigh Parks Master Plan (8 Parks)
- Bellaterra Parks Master Plan (6 Parks)
- Universal Studios Epic Universe
- Clermont Waterfront Park and Amphitheater

#### Urban Streetscapes/Transportation Planning

- Osceola County US-192 Streetscape improvements
- Osceola County Durbin Creek Streetscape
- Universal Studios Epic Universe Streetscape Master Plan
- Clermont 8th Street Waterfront Redevelopment Masterplan
- Clermont 8th Street Waterfront Streetscape
- Apopka Boy Scout Road Streetscape Master Plan
- Disney's Bonnet Creek Boulevard Streetscape Master Plan
- Disney's Gateway Boulevard Streetscape Master Plan



#### Affiliations

Florida Registered Landscape Architect # LA6667551  
 American Society of Landscape Architects  
 ASLA Orlando Section Chair (2022)

#### Education:

BLA, University of Georgia

#### Years of Experience: 5

#### Expertise:

- Concept Design
- Graphic Design
- Construction Design
- Graphics & 3D Visualization & Animation Design
- Construction Administration

#### Program Proficiency:

- AutoCad/LandFX
- Civil 3-D
- Sketchup
- Lumion
- Unreal Engine
- REVIT
- Adobe Creative Suite
- Microsoft Office Suite



**SECTION 4**  
**RELEVANT EXPERIENCE**



## RELEVANT PROJECT EXPERIENCE

- Orange County Parks Master Plan (2002)
- City of Orlando Parks Master Plan (2005)
- Ocala Parks Master Plan
- Summerport Parks Master Plan, Orlando, FL
- Village Commons @ Bear Lakes, West Palm Beach
- Vista Lakes Parks Master Plan, Orlando, FL
- Waterford Lakes Parks Master Plan, Orlando, FL
- Baldwin Park Community Master Plan
- City of Boca Raton CRA US 1 Corridor Design Guidelines
- City of Winter Park Urban Design Guidelines
- Disney's Flamingo Crossings Town Center Design Guidelines
- Disney's Town of Celebration Master Land-Use Entitlements Management
- Disney's Town of Celebration Signage Design Guidelines
- Horizon West Sector Plan
- Horizon West Master Development Parks Master Plan
- Innovation Place Village Center Design Guidelines
- Innovation Place Master Development Park Master Plan
- North Boca Village Center, Boca Raton
- Ocala 2035 Vision Master Plan
- West Ocala Community Plan
- Millenia Park, Orlando, FL
- Tupperware DRI Master Plan, Osceola County, FL



## Orange County Parks Master Plan

Central Florida



### Project Description:

Principals of Perry Becker Design were commissioned by Orange County to conduct a complete park inventory, develop a comprehensive needs assessment and update the Orange County Parks and Recreation Master Plan to maintain compliance with the comprehensive plan. Our Team facilitated multiple public engagement meetings and charettes throughout Orange County to solicit input to help guide the final design programming in the final master plan.

## PROJECT PROFILE

### Services:

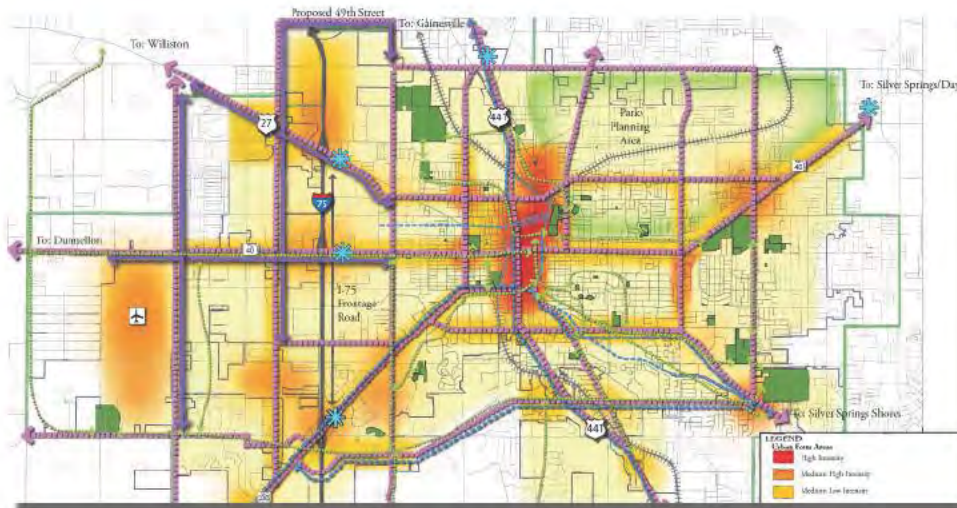
- Parks Inventory
- Assessment of Need
- Parks Programming
- Individual Park Masterplanning
- Public Participation & Charettes
- City Wide Parks Planning
- Multi-Discipline Team Management

### Size:

*1,003 SQ Mile Area*

## City of Ocala Parks Master Plan

### Ocala, Florida



### Project Description:

Perry-Becker Staff while at a previous firm (VHB MillerSellen), was commissioned by the City of Ocala to develop a comprehensive Recreation and Parks Master Plan. The objective of this Master Plan is to identify current conditions and deficiencies, provide recommendations for remediation measures and develop a strategic budgetary implementation plan for future development activities for the City's Recreation and Parks Master Plan. In addition, this master plan would assist staff in identifying any desired amendments to the Recreational Element for the Comprehensive Plan.

Criteria for this analysis was based on recreational standards established by the State of Florida, Dept. of Environmental Protection, Division of Recreation and Parks, Outdoor Recreation in Florida. The Recreation and Parks Master Plan was developed concurrently with the Ocala 2035 Vision Plan for the City to help guide the future development and programming facilities into the future.

## PROJECT PROFILE

### Services:

- Parks Inventory
- Assessment of Need
- Parks Programming
- Individual Park Masterplanning
- Public Participation & Charettes
- City Wide Parks Planning
- Multi-Discipline Team Management

### Size:

38.63 SQ Mile Area



# DR Horton Parks Master Plan

## DHI Communities



### Project Description:

PBD was commissioned to lead all project theming, parks & open space master planning including multiple active and passive park developments. PBD led a team of design professionals in the planning and final construction design of this 1,750-acre residential development, including (8) community parks and over 3 miles of trails systems throughout the project. PBD staff organized and managed the construction document preparation and delivery of final permitting and construction packages for the open space parks and recreation amenities.

## PROJECT PROFILE

### Services:

- Community Master Planning
- Community Wide Parks Masterplan
- Parks Construction Design
- Landscape Architectural Design
- Signage & Wayfinding
- Public Entitlements Management
- Multi-Discipline Team Management

### Size:

**1,750 Acres**  
**(8) Individual Parks**  
**3+ Miles of Trails**

## Themed Entertainment Design



For over 30 years the partners of Perry Becker Design have created some of the most successful and engaging environments around the world ranging from hotel & resorts to zoos and theme parks. As a testament to the quality of our work we are proud to say that we have maintained a constant contractual working relationship with the Walt Disney Company since 1994 and hold master service agreements with Disney, Universal, SeaWorld and Herschend Family Entertainment to provide full masterplanning, thematic design, landscape architectural design, signage design and construction management. To date, we have completed over 600 themed entertainment assignments.

Our design team process is purposefully collaborative. We believe the very best design comes from engaging as a team rather than individuals. Needless to say our passion drives us explore the bounds of design to meet both the current and future needs for our clients. We see our role as both designers and facilitators to help our clients realize their vision and bring them to life.

Our staff takes great pride and commitment to deliver an unprecedented level of service to our clients, realizing that our success can only be measured by their success.

## Services

### Landscape Architecture, Planning and Urban Design

- Hospitality Design
- Thematic Design
- Masterplanning
- Urban Design
- Streetscape Design
- Parks Design and Master Planning
- Recreational Master Planning
- Environmental Planning
- Port Facilities Planning and Design
- Development Feasibility Analysis
- Development Design Guidelines
- Transportation Facilities Design
- Plans Permitting
- Public Meeting Facilitation

### Graphic Design Services

- Environmental Graphics & Signage Design
- Thematic Signage and Branding Design
- Artistic Renderings (Watercolor, Digital, Mixed-Media)
- 3-D Visualization Graphics and Animation Design
- Signage Fabrication and Installation Supervision

### Construction Services

- Project Management
- Cost Estimation and Scheduling
- Plans Processing and Permitting
- Landscape Contract Grow Management
- Construction Administration
- Arborist Services
- Construction Inspection
- ADA Analysis and Construction Remediation
- Post Construction Analysis



## SECTION 5 PROJECT SCHEDULE



## Project Schedule

Project Phase	Start Date	End Date
<u>Project Research</u>	11-Mar	29-Mar
<u>Parks Site Evaluation Research</u>	1-Apr	31-May
<u>Inventory of Existing Facilities</u>	1-Apr	31-May
<u>Pre-Workshop Preparation</u>	1-Jun	14-Jun
<u>Discovery and Public Information Overview (Workshop #1)</u>	17-Jun	28-Jun
<u>Public Visioning Charette (Workshop #2)</u>	1-Jul	12-Jul
<u>Parks Framework Plan</u>	15-Jul	2-Aug
<u>Final Parks Master Plan</u>	5-Aug	30-Sep



**SECTION 6**  
**SCOPE AND FEE BREAKDOWN**



**PERRY BECKER DESIGN, LLC**  
**PROPOSAL FOR PROFESSIONAL SERVICES**

**CELEBRATION CDD**  
**PARKS MASTER PLAN**  
**CELEBRATION, FL**

**February 16, 2024**

**PBD NO. 1115.24**

This Agreement is composed of Part I, Part II and Exhibit A. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are proposed general terms of the engagement between **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**, hereinafter called the "Client," and **PERRY BECKER DESIGN, LLC (PBD)**. Exhibit A is PBD's schedule of Hourly Rates.

**PART I**

**PROJECT DESCRIPTION**

This Agreement provides for professional planning and landscape architectural services for the development of the Celebration Parks Master Plan which is being developed to both study the potential development of a Celebration Community Center and provide recreational programming evaluation for the existing parks within the Celebration Community. This proposal has been developed based on the information provided in the project RFP transmitted to our office on site plan received on January 12, 2024, by the Client. Should additional design development areas need to be included beyond this scope of work, PBD can perform this work as an Additional Service to this Agreement based on the current schedule of hourly rates included within this Agreement.

Based on the information provided it is our understanding the project analysis area includes the following:

- Celebration Total Site Area – 6,771 ac.
- Total Unit Count - 4,321 Units
- Total Population – 11,178 residents
- Regional Parks – A total of 1
- Community Parks – A total of 8
- Neighborhood Parks – A total of 10
- Parkettes – A total of 42
- Recreational Trails – 10 miles

## **SCOPE OF SERVICES**

### **1.0 Project Research**

**1.1** PBD will gather and evaluate of the following as part of the Parks Master Planning efforts:

- Comprehensive Plans Parks and Recreation Element
- Parks Master Plan Phase I (10/12/2015)
- Parks Master Plan Phase II & III (1/4/2018)
- Trails Prioritization and Feasibility Study (4/2019)
- MXD Conceptual Master Plans – Technical Appendix 06 (2010)
- County Capital Improvements Plans

**1.2** PBD will Gather and Evaluate community park and recreation standards to established by both public and private organizations.

**1.3** Based on available information PBD will determine comparable communities to Celebration by established level of services standards. Please note that this is information may not be readily available but PBD will make every effort to research this for this report.

**1.4** PBD will also Collect Data and evaluate Public Community Centers in the Central Florida Region and provide the following:

- A listing of communities with comparable demographics to Celebration which have Community Centers
- Details of Community Centers within these projects to include available information on these facilities.
- Interviews with Municipalities and Operators to discuss the facilities programming and operations.
- Structure of Usage Agreements for general public use (where available) and provide information on “partner programs” (For profit, non-profit and governmental programs) (Where information is readily available).
- PBD will interview current CCDD Operations and Management staff to obtain report information regarding most recent revenue and costs of operations/maintenance.

**1.5** PBD will evaluate and provide a summary of regulatory constraints pertaining to the following documents:

- County Comprehensive Plans and Land Development Code
- Celebration Governing Documents (As Provided by CCDD)

**1.6** PBD will evaluate the following prior Celebration planning and community feedback documents as provided to the Consultant from the Client (CCDD):

- 2019 Facilities & Parks Master Plan
- 2015-2020 Parks and Recreational Master Plan
- CROA Master Plan Advisory Group Resolution

**1.7** Gather and Evaluate the Use of the Community Rooms in the Celebration’s Town Hall which is owned by the CROA

- Interview CROA members to verify use schedules and fee structures and total revenue generated (if information is readily available)
- Research and document usage and scheduling of the Community Rooms with detail provided by each organization/program for the past five years (if available).

**2.0 Park Sites Evaluation Research**

PBD will conduct a communitywide analysis of existing and unbuilt park facilities with the subject boundary area of the Celebration Community to better understand the site constraints that may effect the existing operations, function, programming and or future buildout of the parks facilities with the to include the following (where available):

**2.1** Physical Site Inventory and Analysis

- Aerial Photography of each Park Area with Existing Conditions and Uses Labeled
- Ownership of parks tracts as identified by Available County Records
- Site Constraints based on Available Wetland Limits from Aerial Interpretation Only and or as can be identified from available county GIS data.
- Estimated Floodplain and easements (based on available information)
- Topography (based on available information)
- Poinciana Parkway Extension Alignments (based on available information)
- Future Roadway Alignments (based on available information)
- Gather and Analyze Constraints from Designated Land Use, Zoning and Deed Restrictions.

**2.2** PBD will evaluate best use and opportunities per each park location.

**3.0 Inventory of Existing Amenity Facilities**

**3.1** PBD will conduct a cursory inventory of the existing park facilities within the Celebration Community to include the following:

As such PBD will evaluate the community amenity/facilities per village (North Celebration Main, South, East Artisan Park, Spring Lake, Celebration Boulevard and Island Village) Each park site will be inventoried to include the following information:

- Aerial Image of park facility
- Facility Name and Park “type” designation for each amenity park site
- Inventory of each park sites recreational programming elements
- Parking provided for each facility (types and counts provided)
- Park hours of operation (as posted)



**3.2** PBD will evaluate the existing site conditions, accessibility and connectivity of the community facilities.

**3.3** PBD will conduct a cursory inventory of the existing park facilities within a (10-mile radius) to include the following:

- Aerial Image of park facility
- Facility Name and Park “type” designation for each amenity park site
- Inventory of each park sites recreational programming elements
- Parking provided for each facility (types and counts provided)
- Park hours of operation (as posted)
- Applicable Fee Structures (where information is available)

Based on the information collected, PBD will synthesize the information into an 11”x17” format booklet and into a digital PDF format for digital distribution.

#### **4.0 Pre-Workshop Preparation**

As part of the Parks Master Plan PBD will prepare the necessary information for a public workshop to solicit public input to further refine the goals, objectives and programming for future development or expansion of parks with the Celebration Community. PBD will develop the following during this phase of the project:

- Provide Bench Marking Standards based on available research data collected of existing Celebration facilities to other comparable communities.
- PBD will create a Workshop Agenda that will be provided to the Celebration CCDD office for distribution to the community and public posting requirements.
- PBD will prepare a public informational survey to be transmitted by the Celebration CCDD to residents to solicit their input privately prior to the public workshop. This information would then be presented at the Public Workshop to give the “**resident perspective**”.
- PBD will prepare a series of workshop exercises to help solicit public information and input as to the community desired recreational programming to be included in the overall Parks Master Plan.
- PBD will create a series of image boards that will help public input solicitation.
- PBD will coordinate with Client’s assigned stakeholder groups to provide notification of public meetings.

## **5.0 Public Workshops**

Due to the amount of information that will need to be presented and the level of public engagement desired it is suggested the public engagement meetings be broken into at least two (2) separate workshops to ensure the maximum level of public input in shorter formats. The following scope is consistent with the scope for services requested in the amended RFP.

### **5.1 Public Workshop #1**

PBD will facilitate one (1) initial public workshop to present our research findings, project area analysis, parks programming analysis and project goals and objectives. The workshops will contain a minimum of the following components:

#### Introduction

- Presentation of the Goals of the Workshop
- Introduction of the Stakeholders/Participants
- Presentation of the Credentials of the Charette Team to establish trust and provide organization authority for the participants.

#### Presentation of Research Findings

- Overview of PBD Teams Research & Findings
- Presentation of Site Evaluation(s)

#### Presentation of Existing Facilities Inventory

#### Project Master Plan Visioning Exercise

- Present Examples of desirable elements and recreational facilities that may be considered for inclusion in the overall Parks Master Plan
- Conduct a Visioning Exercise (Red Dot/Green Dot) to assist public input to help define the desired park programming elements and facilities that the public desires. This exercise will be provided for both the Community Center and Major Parks Facilities.

Note: As the Celebration Community has many smaller pocket parks it is not envisioned the reprogramming of these facilities will be required, but if there are specific facilities that the CCDD desires additional design program exploration, or if PBD defines that a park is under programmed these parks will be added to the Visioning Exercise.

Note: Additionally, if desired, PBD will transmit all digital surveys based on email addresses provided by the CROA/MPAG stakeholders or will rely on the CROA/MPAG staff to distribute digitally to residents.

### **5.2 Workshop #2**

#### Design Visions Plans Development Presentation

- From the initial workshop PBD will summarize the community input findings, synthesize the survey information solicited and develop a series of park Visioning Plans for the major park facilities and the Community Center.

Note: PBD will prepare a concept plan for each major park facility and for the proposed Community Center (Site and Building Floor Planning Programming Only) with the assumption that final detailed plans will be developed at a later date. **(This work is included under section 6.0 of this scope to further define the anticipated project design delivery)**

- PBD will present these design concepts by Neighborhood and will solicit resident input as well as provide attendee surveys to gather additional public input regarding the proposed conceptual design of each park facility.

Note: That depending on the number of parks facilities to be addressed per neighborhood it may be necessary to conduct multiple Workshop meetings to provide sufficient time for presentation and to provide ample time for public input. If additional meetings are required PBD can provide these as requested for an additional ( **per meeting**).

### **5.3 Post Workshop Collaboration and Presentation**

- PBD will create a summary document of the public workshops that will become part of the final Parks Master Plan.
- PBD will present the workshop findings to the CCDD Staff and the CCDD Board to solicit additional input and comments.
- PBD will document all meetings with meeting minutes and provide summaries to the Client for review and clarifications for incorporation into the Final Parks Master Plan.

## **6.0 Parks Framework Plan**

Based on the parks inventory and public engagement workshops PBD will synthesize the findings into a “high level” roadmap document that provided long-range master planning for the community. This document will include the following at a minimum:

- PBD will provide a comprehensive overview of all inventory and analysis findings.
- PBD will provide a comprehensive overview of all parks regulatory guiding criteria relative to Osceola County’s Comprehensive Plan and any Celebration community specific criteria relevant to the original project Development Order and or conditions of approval.
- The Master Plan will establish a Park Hierarchy based park types and sizing.
- The Master Plan will provide a comparative hierarchy matrix of park types and usage based on a program usage analysis.
- Provide an overview of each park to include acreage, existing recreational elements in each park and recommended program expansions.
- Identify major systems of connectivity or need for additional connectivity (i.e. pedestrian access, bicycle access, vehicular access)
- PBD will provide a conceptual sketch or labeled aerial overlay of each of the parks identified for facilities improvements, upgrades or new facilities design. It is not anticipated that all 61 parks will be included as many not need improvement plans.

- PBD will prepare a series of programming image boards to provide examples of suggested recreational programming that could be developed within each park facility.
- PBD will provide a detailed list of potential parks program elements that may be considered or recommended for each park facility. PBD will provide this information in a master matrix to include programming for the following:
  - Multipurpose Building Facility\* (as identified in the RFP Scope Document)
  - League Facilities\*
  - Aquatic Facilities\*
  - Sport Court Facilities\*
  - Dog Parks\*
  - Nature Experiences\*

\*(as identified in the RFP Scope Document)
- PBD will provide a separate programming matrix that provides essential acreage programming requirements for each recreational programming element.
- PBD will provide a synopsis overview of the Comprehensive Plans requirements and identify if there are any areas of inconsistency that may need to be addressed thereby provide the CDD the foundational basis of communication with Osceola County for parks programming financial budgeting.
- PBD will provide a comparative analysis based on the Florida State Recreational Programming requirements based on community size and individual recreational programming requirements.
- PBD will present a digital draft version of the final Parks Framework Plan to Celebration CCDD staff for review and comment and incorporate these comments into the Final Master Plan version to be presented to the CCDD Board.

## **7.0 Final Parks Master Plan**

Based on the approval of the Parks Framework Plan PBD will prepare the Final Park Master Plan to include the following:

### **7.1 Facilities Planning**

- An Itemized Facilities Improvement Plan for each improved park location (assumes that not all parks will require new facilities program improvements)
- Itemized Inventory of all parks based on existing facilities (Including any parks that may not require additional improvements)
- Prioritized List of Park Facilities based on needed improvements and facilities impact.
- Estimated cost to construct/renovate each park facility (based on known current industry costing at the time of the plan development) All costing will be based on meeting a comparable level of standards that are in compliance with the community architectural and planning guidelines (as provided by the Client prior to plans development)

## **7.2 Facilities Financial Impact Analysis**

- PBD will solicit from the CCDD the current facilities operational and maintenance costs of the existing park facilities and provide analysis.
- PBD will solicit from the CCDD the current facilities program revenue and other associated rental programs and provide as part of the synopsis report with estimation of additional potential revenue that could be captured based on any new facilities programming.
- PBD will solicit the expertise of Parks Facilities Operators and Maintenance Contractors to obtain available operational and maintenance costing for similar facilities.
- Based on available information PBD will develop an estimated cost of operations and maintenance for the proposed new CCDD facilities.

## **7.3 Final Master Plan Report Presentation**

- PBD will present the Final Parks Master Plan to the CCDD Board and solicit any final comments for incorporation into the final document.
- The final Master Plan document will be presented in both a digital PDF version as well as a print ready version to the Client for distribution to the Board and other CCDD stakeholders.

## **8.0 Client & Project Progress Coordination Meetings**

PBD will prepare for and attend required meetings to represent the project as well as meetings with the Client, Osceola County staff and the other governing agencies and/or project development managers. to ensure that the necessary information is being provided in a timely manner. As part of this scope PBD has allocated up to a total of one hundred and six (106) hours total for meetings for up to three Planners/Landscape Architects.

In the event that additional meeting time is necessary, PBD will attend all additional meetings on an hourly basis based on the schedule of hourly rates included with this Agreement.

**ASSUMPTIONS**

It is understood that PBD will perform services under the sole direction of the Client or their designated representative. In the performance of these services, PBD will coordinate its efforts with those of other project team members, and other consultants, as required. The following assumptions are made:

- All Celebration CCDD information specific to the requirements that must be adhered to based on the original project Development Order or Conditions of Approval will be provided to PBD at the onset of the project.
- PBD has provided for up to (100) hours of in-progress design project coordination meetings with Celebration Staff, Osceola County and other surrounding Governing Agencies that may be pertinent to the discovery and research phase of this project. If additional hours are deemed necessary PBD will notify the Client in advance in writing and secure approval to proceed.
- PBD’s research and analysis of information is dependent on sourcing availability. PBD cannot guarantee that any governing agency can or will provide digital copies of information for use in the preparation of this Master Plan. If it is necessary to recreate hard copy text documents in total or in sections this will be considered additional to the base scope of services. PBD has provided a limited number of hours for document text conversion not to exceed 40 hours total.
- All plans will be prepared in 2-D AutoCAD unless otherwise requested. If plans are desired in an alternative format, additional costs may be required. PBD reserves the right to amend the base fees provided if an alternative program format is requested/required.
- No Additional Planning or Governmental Permitting will be required in the preparation of this document. If final governmental entitlements approval or processing is requested or required PBD can provide a separate scope and fee proposal for these services.
- Site inventory of all program elements within each park area is cursory in nature only. PBD has not included staff time to take actual measurements, verify appropriate sizing requirements, evaluate safety standards of as-built elements, or conduct ADA evaluations of existing facilities. If deemed necessary, PBD can provide these services as requested as an additional service to this contract.
- PBD has provided for preliminary order of magnitude cost analysis as part of this scope. PBD has not engaged the services of a formal cost engineer but will utilize the most current cost data available.
- It is expected that the CCDD will provide all currently operational cost data and other cost programming information as part of the research phase of the project. PBD has not included conducting separate interviews with CCDD maintenance staff, contractors or Parks Management Team in charge of recreational fee collections for team/sports events.
- PBD assumes that no held retainage will be applied to the project.
- All invoices will be issued on a monthly basis with the assumption of a maximum 30 day payment.

**CLIENT FURNISHED INFORMATION**

PBD will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Agreement. Client shall provide PBD with project-related technical data including, but not limited to, the following:

- Celebration CDD Governing Design Standards
- Celebration Development Order and Conditions of Approval
- Any Governmental Variances or Exemptions from compliance with Osceola County Comprehensive Plan requirements relative to the Parks and Recreational Element.
- Celebration Parks and Facilities Usage Information and Fee Structure Information

**SERVICES NOT INCLUDED**

The following services are not anticipated and are not included in this Agreement at this time:

- Architecture, Civil Engineering, Structural Engineering, MEP Engineering, of Geo-Technical Engineering, or other services not directly required for the development of the Parks Master Plan
- Final Site or Construction Design Services
- Value Engineering of Plans Once Final Construction Plans Have Commenced
- County Approvals Processing
- Illustrative 3-D Graphics, Marketing Graphics or Animations Design
- Site Grading/Drainage Design Plans
- Analysis of any Engineering Systems (i.e. stormwater, drainage or roadway design systems)
- As-built Plans Development

Should work be required in these areas, or areas not previously described, PBD will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

**SCHEDULE**

PBD will begin performance of the above services within ten days of receipt of written authorization to proceed. A retainer of 10% of the total fee will be provided at the onset of the project. This retainer will be applied to the last invoice of the project. All retainage must be provided at the time of written authorization to proceed. The schedule is also subject to timely delivery of information promised by the Client and is exclusive of Client and local review of interim products.

**ALTERNATE SERVICES**

**PBD can offer the following Alternate Services to this base agreement:**

1. Additional Public Engagement Meetings Not identified in this document. PBD can provide a per meeting cost basis to provide the greatest flexibility based on the Clients desire for public input.
2. 3-D Visualization Studies or Illustrative Graphics for any portion of the project.
3. Final Print Management Services (Agreement assumes transmittal of transmittal of a print ready digital document)

**COMPENSATION**

PBD will perform the Scope of Services contained in this Agreement on a lump sum and hourly basis per the tasks as indicated below. Tasks shown as hourly with a not to exceed fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed. The total estimated fees for this Scope of Services is [REDACTED] plus the additional hourly for additional meetings as requested.

- Additional staff or Board Meetings beyond the allocated total meeting hours will be billed will be based on our current hourly rate schedule attached.
- Additional Public Workshop Meetings will be \$ [REDACTED] per meeting assuming up to 5 people in attendance to assist in the facilitation of the meeting.

The estimated fees are allocated as follows:

Task	Lump Sum Fee	Hourly, Not To Exceed Fee
1.0 Project Research	\$ [REDACTED]	
2.0 Parks Site Evaluation Research	[REDACTED]	
3.0 Inventory of Existing Facilities	[REDACTED]	
4.0 Pre-Workshop Preparation	[REDACTED]	
5.0 Public Workshops	\$ [REDACTED]	
6.0 Parks Framework Plan	[REDACTED]	
7.0 Final Parks Master Plan	[REDACTED]	
8.0 Client & Project Progress Coordination Meetings	[REDACTED]	
<b>Total</b>	[REDACTED]	

In addition to the labor compensation, PBD shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. All reimbursable and sub-consultant expenses are billed at cost plus 15%.

**NOTE:**

All payments due to Perry Becker Design, LLC are not dependent upon payment from other third-party owner(s), consultants or contractors and are due in full upon receipt of invoice. In lieu of a retainer for this contract, the Client has agreed to make payment within 21 days of receipt on an acceptable invoice. All invoice balances that remain unpaid after 30 days will incur a 1.5% interest fee in addition to the original invoice amount. All invoice balances that remain unpaid after 60 days will incur a 2.0% interest fee in addition to the original invoice amount. All interest fees will be added monthly and prorated based on PBD current billing cycle.



**PERRY BECKER DESIGN, LLC AUTHORIZATION**

By: \_\_\_\_\_  
David A. Perry, PLA

Title: Managing Principal

Date: February 16, 2024

**CLIENT AUTHORIZATION**

**Celebration CDD, 313 Campus Street, Celebration, FL 34747** agrees with Part I which includes the Scope of Services, Compensation, Schedule, and Part II, Terms and Conditions of Agreement (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between Perry Becker Design, LLC and Celebration CDD.

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

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

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

## PART II

### PERRY BECKER DESIGN, LLC TERMS AND CONDITIONS OF AGREEMENT

(Page 1 of 6)

The engagement of Perry Becker Design, LLC (PBD) by Owner/Owner is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Owner and PBD.

#### **Article 1.0 – Landscape Architects Responsibilities**

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. The Landscape Architect shall provide the professional services as set forth in this Agreement. The Landscape Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
3. The Landscape Architect shall maintain the following insurance until termination of this Agreement. Termination of this Agreement shall be 90 days past completion of scope of services. If any of the requirements required by the Owner exceed the limits as set forth below they are considered additional to what is required as an industry standard and are in addition to the types and limits the Landscape Architect normally maintains, and the Owner shall pay the Landscape Architect for any additional cost.

PBD agrees to carry the following insurance during the term of this Agreement:

- Worker's Compensation and Employer's Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with the following limits:
- Bodily Injury & Property Damage \$1,000,000 Combined Single Limit.
- Certificates of insurance will be furnished upon request. If the Owner requires additional insurance coverage, and it is available, Owner agrees to reimburse PBD for such additional expense.

The Landscape Architect may achieve the required limits of coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies

result in the same or greater coverage as the coverages, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment of the underlying insurers.

To the fullest extent permitted by law, the Landscape Architect shall cause the primary and excess or umbrella policies for Commercial Liability and Automobile Liability to include the Owner as an additional insured for claims to the extent caused by the Landscape Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies.

4. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or PBD. PBD's services under this Agreement are being performed solely for the benefit of the Owner and no person or other entity shall have any claim against PBD because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Owner and any PBD employee, representative or consultant. The Owner agrees that in the event of a dispute regarding this Agreement or the services rendered by PBD hereunder, the Owner shall only seek recourse against PBD and waives any right to pursue a claim against PBD's individual directors, officers or employees.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, PBD'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

5. Consultant shall not be responsible for compliance with or violations of federal Fair Housing Act or federal Americans with Disabilities Act requirements. Consultant will design the internal roads, parking areas, and sidewalks accordance with Florida Building Code.
6. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

#### **Article 2.0 – Owners Responsibilities**

7. The Owner shall promptly notify the Landscape Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Landscape Architect's consultants shall be through the Landscape Architect.
8. In entering into this Agreement, Owner has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Owner relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Owner and PBD.
9. Owner may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of PBD.

10. Owner may assign this Agreement to a lender providing financing for the Project if the Lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Landscape Architect by the Owner prior to the assignment.

### **Article 3.0 – Limitation of Liability**

11. Owner hereby agrees that to the fullest extent permitted by law, PBD's total liability to Owner and any persons or entities claiming by, through or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to PBD's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the total contract value.
12. The Owner and PBD shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, reasonable counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
13. Owner agrees to the fullest extent permitted by law, to indemnify and hold harmless PBD, its officers, employees and sub-consultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorney's fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
14. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Owner or PBD, or their employees, sub-consultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.
15. In the event the Owner chooses to accept and directs Architect to incorporate certain value engineering, value reduction, or material substitutions proposed by the Contractor, Owner's consultants, or others for whom the Owner is responsible, and not the Architect, and in the exercise of its professional standard of care Architect reasonably has objected to Owner in writing concerning such direction, Architect shall not be liable for the inclusion of such items in the Construction Documents or Change Orders as directed by Owner.

### **Article 4.0 - Scope of Basic Services**

16. The Landscape Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Landscape Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Landscape Architect shall provide prompt written notice to the owner if the Landscape Architect becomes aware of any error, omission, or inconsistency in such services or information.

17. PBD shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of PBD. Neither party to this Agreement will be liable to the other party for delays, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, acts of terrorism, pandemics, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.
18. PBD shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by Owner under this Agreement.
19. PBD's services will be performed on behalf of and solely for the benefit and exclusive use of Owner for the limited purposes set forth in the Agreement. Owner acknowledges that PBD's services require decisions which are not based upon science, but rather upon judgmental considerations.
20. The Landscape Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Landscape Architect shall rely on direction from the Owner based on presentation and review of the alternative approaches, which will constitute defensible understanding with the Owner regarding the requirements of the Project.
21. In the performance or furnishing of professional services hereunder, PBD, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").  
  
Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. PBD shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.
22. The Landscape Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Landscape Architect's written approval. Only written acceptance is deemed adequate to constitute acceptance.
23. PBD shall not be required to sign any documents, no matter by whom requested, that would result in PBD's having to certify, guaranty or warrant the existence of conditions whose existence PBD cannot ascertain. Any certification provided by PBD shall be so provided based on PBD's knowledge, information and belief subject to the preceding sentence, and shall be given in PBD's professional opinion consistent with the Standard of Care. PBD shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.
24. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## **Article 5.0 – Ownership and Use of Documents**

25. To the extent permitted by law, PBD retains the copyright in all written or digital work products, including plans, specifications, calculations, computer programs, and computer-generated materials in any form, produced regarding the work under this Agreement, unless otherwise agreed to in writing by PBD's Managing Principal in advance of final Authorization. If approved, addenda to this Agreement will be necessary that outlines Agreement and stipulates limitations.
26. Subject to approval by PBD and based on defined financial terms as stipulated by PBD, PBD may license for Owner re-use of all written work products, including plans, specifications, calculations, and computer-generated materials in any form, produced regarding the work under this Agreement on a non-exclusive basis. Preparation of plans, specification or other work materials prepared under this Agreement does not constitute approval or license for re-use.
27. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by PBD pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other Project. Any reuse by Owner or a third person or entity authorized by Owner without written verification or adaptation by PBD for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to PBD; and the Owner, shall release, indemnify and hold harmless PBD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle PBD to additional compensation at rates to be agreed upon by PBD and the third person or entity seeking to reuse said documents.
28. If any information hereunder is provided in electronic format, Owner recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Owner for informational purposes only and not as record documents.

## **Article 6.0 – Compensation**

29. Payment to PBD is the sole responsibility of signatory of this Agreement and is not subject to third party Agreements.
30. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF \$ -0- IS REQUIRED BEFORE SERVICES CAN COMMENCE UNDER THE AGREEMENT.
31. When compensation is being calculated based on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work, Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
32. Requests for Additional Services and any associated fee adjustment must be authorized in writing before Additional Services can begin.

33. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
34. The parties agree to coordinate invoices to assure timely payment. Among other things, PBD's project manager and Owner's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections. Owner's representative will contact PBD's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Owner's representative and PBD's project manager are unable to resolve any questions or issues, Owner's representative will line item any disputed or questionable amount and pay Landscape Architect. PBD, at its option, may revise and resubmit disputed amounts at a later date.
35. Invoice payments must be kept current for services to continue. If the Owner fails to pay any invoice due to PBD within 45 days of the date of invoice, PBD may, without waiving any other claim or right against Owner, suspend services under this Agreement until PBD has been paid in full all amounts due PBD and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.
36. If PBD is performing services for the Owner under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Owner acknowledges PBD's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services PBD shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, PBD shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.
37. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, PBD shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
38. Any taxes or fees, enacted by local, state or federal government and based on gross receipts or revenues, will be invoiced to and payable by Owner as an additional amount due under this Agreement.
39. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

## EXHIBIT A

### Perry Becker Design, LLC HOURLY BILLING RATES

Effective January 1, 2024 – December 31, 2024

LABOR CATEGORY	HOURLY RATE
Principal 1	
Principal 2	
Principal 3	
Principal 1 – Expert Witness	
Planning Director	
Planning Manager	
Senior Planner	
Staff Planner 3	
Staff Planner 2	
Staff Planner 1	
Landscape Architect Director	
Landscape Architect Project Manager	
Sr. Landscape Architect/Project Manager	
Senior Landscape Architect	
Staff Landscape Architect 4	
Staff Landscape Architect 3	
Staff Landscape Architect 2	
Staff Landscape Architect 1	
Thematic Design Manager	
Senior Thematic Designer	
Staff Thematic Designer	
3-D Modeling/Animator	
Graphic Artist 2	
BIM/Revit Manager	
BIM/Revit Designer	
Administrative Support Staff	

Reimbursable and sub-consultant expenses are billed at cost plus 15% unless otherwise stipulated.



# **RVi Planning**



Planning + Landscape Architecture



## CELEBRATION PARKS MASTER PLAN RFP

STATEMENT OF QUALIFICATIONS & FEE PROPOSAL

UPDATED ON FEB. 16, 2024

PREPARED FOR:  
THE CELEBRATION  
COMMUNITY DEVELOPMENT DISTRICT (CDD)

CONTACT:  
Ryan Seacrist, PLA, ASLA  
rseacrist@rviplanning.com  
304.881.9224 (mobile)

SUBMITTED BY:  
RVi Planning + Landscape Architecture  
111 N. Magnolia Avenue  
Suite 1350  
Orlando, FL 32801

Celebration Community Development District  
ATTN: Angel Montagna  
313 Campus Street  
Celebration, FL 34747

111 N. Magnolia Avenue  
Suite 1350  
Orlando, FL 32801  
(407) 680-0650  
www.rviplanning.com

RE: Celebration Parks Master Plan

Dear Ms. Montagna,

**On behalf of RVi Planning + Landscape Architecture (RVi), we are pleased to have the opportunity to support the Celebration CDD's need for an updated Parks Master Plan and analysis for a potential new Community Center.**

RVi is a national team of planners, urban designers and landscape architects with nine offices across the country, five of which are in Florida with Orlando as an anchor. With more than 40 years of firm experience, our interdisciplinary team have provided municipalities across Florida with comprehensive planning and parks design services, with work spanning a broad range of project scales and complexities.

RVi's Orlando office is led by Vice President Ryan Seacrist, PLA, who brings more than 14 years of experience guiding successful landscape and urban design projects across Central Florida. **Ryan has a deep understanding of the Town of Celebration's quality of place, design standards and parks and amenity program** through his extensive work on master planning Celebration Island Village and its amenity offerings earlier in his career.

Our team also features Joseph Abel, who offers more than 35 years of experience leading municipal parks, recreation and facility departments. **Joe brings unparalleled experience to the team with his ability to research and forecast facility construction costs, annual operating budgets, and programming revenue potential to support the long-term feasibility of this investment by the Celebration CDD and other stakeholders.**

We invite you to read our enclosed Statement of Qualifications and look forward to working closely with the CDD's board and staff to lead this process efficiently and productively.

Sincerely,



Ryan Seacrist, PLA, ASLA  
Vice President - Florida  
rseacrist@rviplanning.com

# WHAT SETS US APART

## **We Know Community Design.**

Across the country, we've designed more than 400 master-planned communities larger than 500 acres that define business, culture and home life today.

## **We Learn by Listening.**

The strongest strategies arise by asking thoughtful questions. Our process is grounded in curiosity, helping our clients navigate big possibilities to arrive at the most viable outcomes.

## **We Tell Stories through Design.**

We spend time getting to know the community through public conversations and open collaboration, then create spaces that invite people to make great places in them.

## **We Know Parks, Open Space & Facilities.**

With a national practice for Parks Master Planning, our mission to "Open the Outdoors" is realized through award-winning preservation- and recreation-focused placemaking.

## **We Are Stewards of Celebration's Parks & Amenities.**

RVi's Ryan Seacrist, PLA, has an advanced understanding of the Town's community design standards from his work on Island Village and what's needed to enhance the local experience.

## **We Integrate Parks System Management & Operations.**

As a leader of government parks and recreation agencies for 35 years, RVi's teammate Joe Abel informs our process with expertise in parks and open space system management.

## **We Provide Easy-to-Use Digital Solutions.**

RVi uses GPS and GIS to create a digital inventory of your parks system resources and amenities, providing that information via a user-friendly, data-rich web portal - similar to Google Earth.

## **We are Trusted Local Advisors for Neighbors and Community Leaders.**

Delivering top-rate customer service within the tight budgets of a municipality is our forte. Fourteen local governments have active planning and landscape architecture contracts with RVi, including the cities of St. Cloud, Cocoa and Orlando.

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**PICTURED RIGHT: STREETSCAPE NEAR  
DOWNTOWN CELEBRATION**

*Source: Adobe Stock*



Suite 110  
CELEBRATION  
POINTE  
INSURANCE





# 01

## ABOUT RVI

**111 MAGNOLIA OFFICE TOWER IN DOWNTOWN  
ORLANDO, HOME TO RVI.**

*Source: Lincoln Property Company*



**RVi**

ESTABLISHED

1982



100+  
EMPLOYEES



*RVi is an exceptional design firm that truly understands both the science behind a project and the critical nature of public involvement in the process.*

Susan Rankin,  
Former Executive Director,  
The Trail Foundation



LAND  
PLANNING



LANDSCAPE  
ARCHITECTURE



PARKS & OPEN  
SPACE DESIGN



COMMUNITY  
PLANNING



DIGITAL  
INNOVATION

9  
Nine  
OFFICES

FIVE  
STATES



ARIZONA



COLORADO



FLORIDA



NORTH  
CAROLINA



TEXAS

NATIONAL  
EXPERTISE



**O**ur purpose is to inspire people to be outside and engage in the community around them.

As planners and landscape architects, we embrace every opportunity to advance this mission by creating memorable and engaging outdoor experiences. Founded in 1982, RVi has grown into a national firm with a broad range of project experience that inspires our team to think creatively. We approach each new opportunity with an adventurous spirit, a collaborative mindset, and a desire to consistently raise the bar for our clients and for the communities we serve.

**RVi**  
Open the Outdoors



# Full-service planning and design.

---

RVI is a national team of planners, urban designers, and landscape architects with nine offices across five states -- and five of those offices in Florida. With more than 40 years of firm experience, our interdisciplinary team provides full-service planning and landscape design services to clients across the nation.



- » Market, Audience & Opportunity Analysis
- » Design Workshops
- » Competitive Positioning
- » Audience Targeting
- » User Journeying & Experience Modeling
- » Visioning & Theming
- » Project Naming & Nomenclature
- » Visual & Verbal Identity
- » Brand Storytelling
- » Brand Activation
- » Marketing Collateral



- » Site Assessment
- » Feasibility Studies
- » Stakeholder Engagement
- » Visioning
- » Master Planning
- » Site Planning
- » Land Use Planning
- » Lot Layouts
- » Project Coordination
- » Strategy Development
- » Project Branding and Communications
- » Placemaking
- » Public Realm Design



- » Comprehensive Planning
- » Entitlements
- » Zoning
- » PUD Agreements
- » Area Assessment
- » Policy & Regulatory Planning
- » Development Opportunity Analysis
- » Implementation Strategy
- » Community Outreach and Engagement
- » Code Writing



- » Conceptual Design
- » Community Character & Theming
- » Site Design
- » Streetscape Design
- » Design Guidelines
- » Context-Sensitive Design
- » Hardscape Design
- » Construction Documentation
- » Bidding & Negotiations
- » Construction Observation
- » Signage & Wayfinding



- » Opportunity & Constraint Analysis
- » Regional Open Space Planning
- » Park & Trail System Planning
- » Site-Specific Park Master Planning
- » Programming
- » Park Design
- » Trail Design
- » Grant Writing
- » Community Engagement
- » Signage & Wayfinding



- » GIS Data Management
- » Advanced Spatial Analysis
- » Generative Design
- » UAV (Drone) Mapping
- » Virtual Site Visits
- » Aerial Photography & Video
- » Virtual Reality
- » Marketing Graphics & Renderings
- » Fly-Through Video

# Collaborating to explore the potential of place.

Because Celebration deserves more than a “cookie cutter” approach.

## 1 Targeted Insights

At RVI, we maximize the potential of people, places, and possibilities through empathy-based design.

Our process is grounded in understanding everything that will influence a project, from clients and local communities to area competition, target audiences, and the natural environment. We explore how design impacts community with curiosity, establishing a foundation of local and national insights to inform project decision-making.

### RIVERGRASS LIFESTYLE GROUPS

FLAVOR SEEKERS



We live for the evening dinner party, lazing on the terrace, and sharing our lives for food with Friends & Family at private parties. You'll find us in the Esplanade Culinary environments.

WELLNESS WANDERERS



We seek quiet spaces that separate from the community buzz to help us relax, unwind, read, and meditate in the present. You'll find us in the Esplanade Wellness environments.

CASUAL SOCIALITES



We spend the days lounging in the sun by the pool, catching up by the courts, and sharing stories with Friends by the fire. You'll find us in the Esplanade Social environments.

FITNESS REGULARS



We spend time regularly working on physical health, from competition on the courts to personal exercise across the community. You'll find us in the Esplanade Fitness environments.



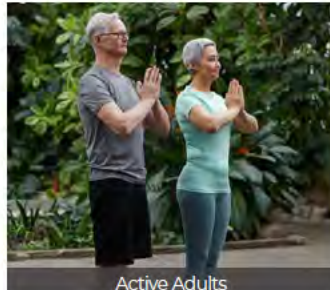
Aspiring Newcomers



Growing Families



Luxury Seekers



Active Adults

## 2 User Strategy

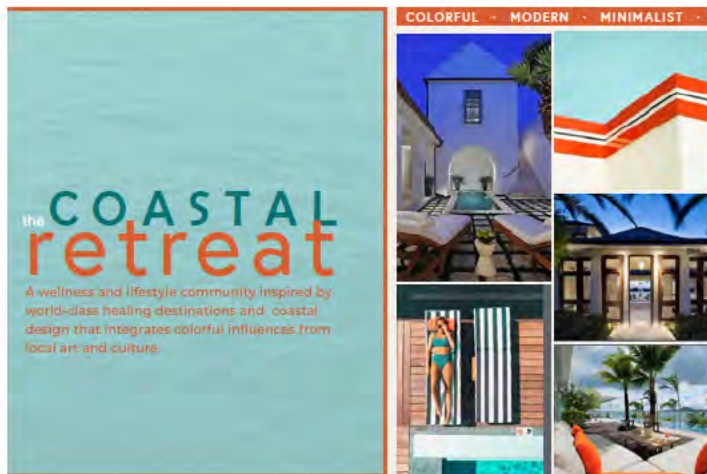
RVI is leading a paradigm shift in design approach. We work to engage our clients and project stakeholders to understand their needs, values, desires, beliefs, and behaviors. We breakdown silos and lead an open, cooperative, and exploratory design process.

We believe that people are the root of possibility and seek to be a champion for all voices, from the users of the built community to our design partners and project teammates. At this stage, we build User Models to inform design logic and help engineer value with financial resources.

### 3 Team Exploration

We operate as a multidisciplinary integrated design partner that brings world-class branding, storytelling, planning and design skills to every project.

Interactive workshops build early alignment between community residents, clients, peer consultants and key stakeholders. These working sessions are a forum to determine goals, discuss constraints, consider unique placemaking opportunities, and explore project character.



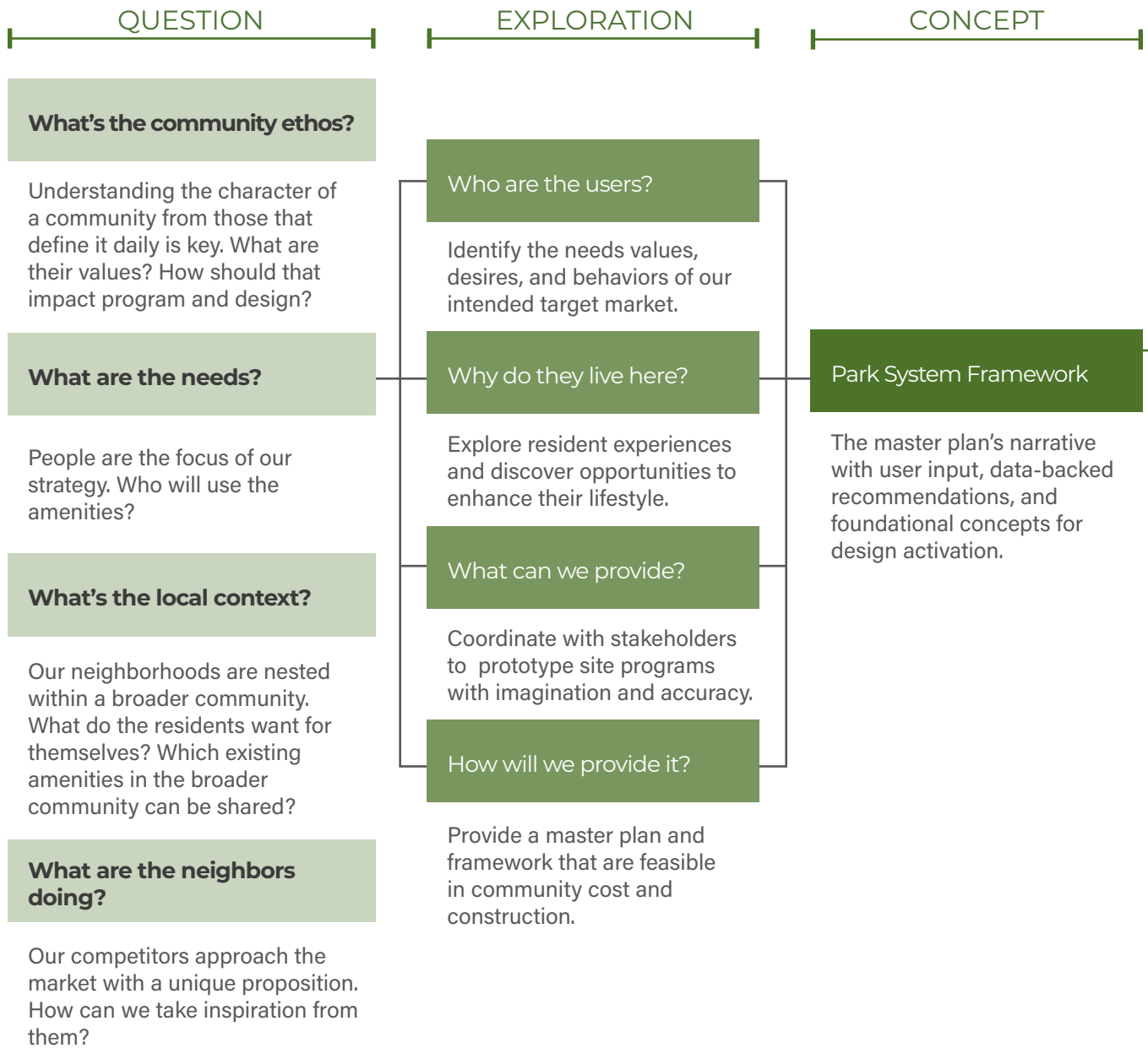
### 4 Informed Creativity

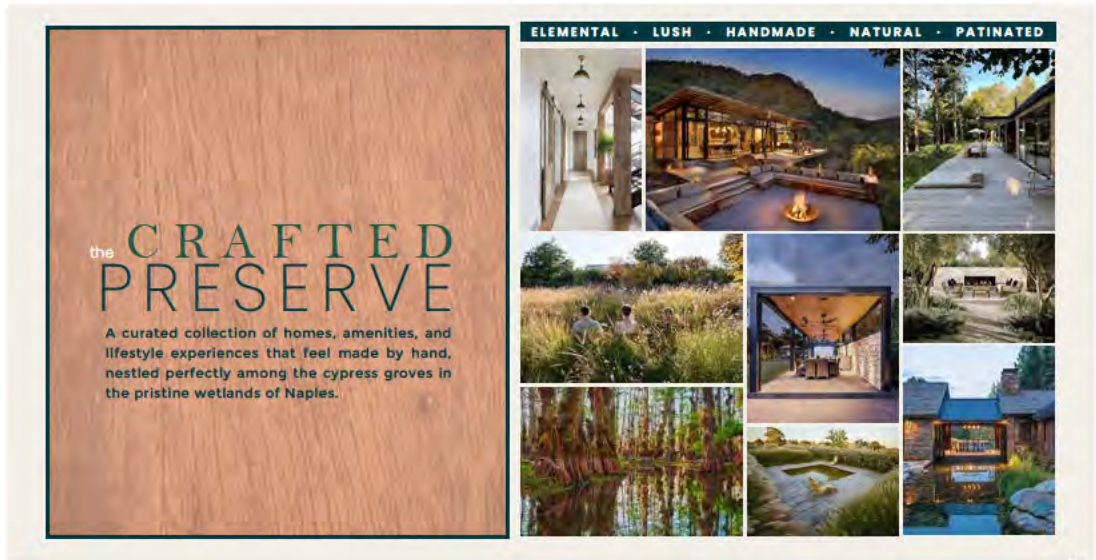
Our collaborative user-focused approach leads to creative design concepts that represent the team's collective ideas and uniquely position the project for brand + place design. Recommendations are guided by the established directives, saving time and money in the review and approval process.

Concepts may also inform entitlement messaging, project communication, community engagement, and marketing efforts as the project progresses.

# Prototyping big ideas and program concepts.

RVI's strategy helps our clients and end-users explore community potential through empathy and creative logic.



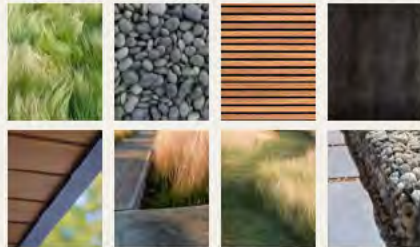


### SIGNATURE PALETTE

#### COLORS



#### TEXTURES & MATERIALS



#### VERNACULAR



### SIGNATURE EXPERIENCES



NATURE BATHING



GOLF IN THE GROVES



MAKER WORKSHOPS



# Crafting progress with authentic community experiences.

We believe that authenticity is the catalyst for great placemaking, and that the most memorable places are crafted with care and consideration for the people who live there.





## RESORT AMENITY

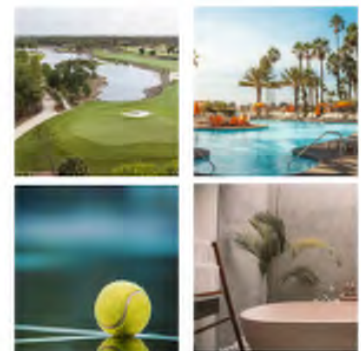
A primary focal point for the community; this is where events, recreation and landscape come together to foster unique experiences

### RESORT AMENITY PROGRAM

- 10,000 sf Wellness Center
  - Fitness center
  - Movement Studio
  - SPA / Meditation
  - Toasted Cafe
  - On site Performance Training
- 22,000 sf Culinary Center
  - Olive & Vine Wine Tasting
  - Teaching Kitchen
  - Barrel House Bistro / Bar
  - Indoor & Outdoor Barrel Dining
- 1400 Bahama Bar
  - Pool Side Bar/Seating
  - Pool Side Food & Beverage
- Resort Pool & SPA
  - Tennis
  - Pickleball
  - Bocce ball
  - Event Lawn
  - 18 Hole Championship Golf Course
  - Pro Shop

### PASSIVE RECREATION AND TRAILS

- Community trail-head
- Complete walkability
- Existing multi use trail network
- Secondary pedestrian trail
- Bike lane connections
- Wild life viewing & bird watching







# 02

## PROJECT LEADERSHIP

VIEW OF DOWNTOWN CELEBRATION, FL

*Source: Adobe Stock*

# ORGANIZATION CHART

## CELEBRATION CDD

V.P. - LANDSCAPE ARCHITECTURE  
& PROJECT LEAD

Ryan Seacrist, PLA, ASLA  
RVi

SENIOR URBAN  
DESIGNER

Montserrat Dominguez  
RVi

PARKS PLANNING  
SPECIALIST

Drew Carman, PLA  
RVi

PARKS OPERATIONS &  
MANAGEMENT SPECIALIST

Joe Abel  
Joe Abel & Associates

## LOCAL & FIRM-WIDE PROJECT SUPPORT

35+ licensed Landscape Architects, 10+ AICP-Certified Planners, 5+ LEED-Accredited Professionals, 1 SITES-Accredited Professional, and a staff of more than 100 across nine offices that includes a multitude of Planners, Landscape Architecture Designers, Project Managers, 3D Rendering Graphic Designers, and depth of Administrative Support Staff.

# OUR COMBINED EXPERIENCE

The table below summarizes how our team’s combined expertise covers every field required by this RFP:

	RVI	Joe Abel
EXPERTISE		
Due Diligence Research	●	●
Market Comps Research	●	●
Inventory of Existing Facilities	●	●
Data Collection & Presentation	●	
Site Constraints Research	●	
Stakeholder & Community Workshops	●	●
Community Center Design	●	
Visioning Exercises	●	
Conceptual Master Planning	●	
Level-of-Service Analysis		●
GIS, Graphics and Visualizations	●	
Parks Master Planning	●	
Framework Planning	●	●
Construction Cost Estimating	●	●
Parks Operations & Management Analysis		●

## RYAN SEACRIST, PLA

Vice President - Florida



Ryan specializes in landscape architectural planning and design and has a passion for developing elevated human experiences through thoughtful and inspired placemaking. His skill set and experience includes, but is not limited to, project management, master planning, complete streets, public engagement, wayfinding, site analysis, site/civil design, low impact development, and brownfield remediation. Ryan has been involved in a variety of public and private sector projects including parks and recreation, K-12 and higher education, corporate campuses, mixed-use developments, urban plazas and streetscapes, multifamily, and master planned communities.

### **PROJECT ROLE** **LANDSCAPE ARCHITECTURE** **PROJECT LEAD**

#### **EXPERTISE**

Public Realm Design  
Complete and Green Streets  
Design Development  
Construction Documentation

#### **EDUCATION**

West Virginia University, B.S. in  
Landscape Architecture

#### **PROFESSIONAL LICENSURE**

Professional Landscape  
Architect, Florida LA6667322;  
West Virginia No. 387

#### **COMMUNITY INVOLVEMENT**

American Society of Landscape  
Architects

Urban Land Institute

City of Orlando, Municipal  
Planning Board Member

#### **HONORS & AWARDS**

2019, Florida ASLA, Honor Award,  
Victory Pointe Park

2019, Engineering News-Record,  
Best Project Under \$10M, Victory  
Pointe Park

#### **ON A PERSONAL NOTE**

Ryan enjoys browsing and  
collecting used vinyl records.

### **PROJECT EXPERIENCE** **CELEBRATION ISLAND VILLAGE\***

Mattamy Homes (Celebration, FL)

Ryan served as landscape architect of record for the first phase of Celebration Island Village, which included the design of two lakefront promenades, a central park, and remaining open space and trails system throughout the development.

He was also part of a multi-disciplinary team that contributed to master planning of the five final phases of development that Island Village represented for the Town of Celebration.



## RYAN SEACRIST, PLA

### ADDITIONAL RELEVANT PROJECTS

#### City of Orlando, FL

The Packing District Park Design\*

Lake Lorna Doone Park\*

Orlando City Soccer Club Training Facility\*

Laureate City Park\*

#### Parks & Recreation

City of Clermont, FL  
Victory Pointe Wetland Park\*

Putnam County, WV  
Valley Park\*

#### Urban Plazas & Corridors

Orlando, FL  
Capital Plaza - mixed-use towers with pedestrian plaza

Orange County, FL  
Catchlight Crossings

City of St. Petersburg, FL  
Warehouse Arts District Master Plan\*

City of Maitland, FL  
Independence Lane Festival Street\*

City of Charleston, WV  
Slack Plaza Master Plan and Brawley Walkway (downtown pedestrian corridor)\*

City of Charleston, WV  
Charleston Civic Center Renovation\*

### ISLAND VILLAGE: PARKS LEVEL-OF-SERVICE ANALYSIS\*

Mattamy Homes (Celebration, FL)

In support of the parks system planning for the five phases of Celebration Island Village, Ryan performed an overall Level-of-Service analysis of parks and open space for the entire Town of Celebration.

This was utilized to determine an appropriate level of service for Island Village's parks and open space investment. Ryan also produced parks and open space budgeting for Island Village following the Level-of-Service analysis exercise.



### MAITLAND PUBLIC LIBRARY

City of Maitland, FL

Ryan has led RVI's efforts as landscape architect for the City of Maitland, in concert with HBM Architects, to develop a site master plan for a 20,000-square-foot new library and an adjacent new 2.5-acre city park, dubbed Quinn Strong Park. The site will serve as a central park and community library for a cultural campus that includes an art and history museum and event space. The new library and park site is designed to create a seamless pedestrian access from the corner of Packwood Avenue and Maitland Avenue, through the library, and into the adjacent Quinn Strong Park that the library building will be situated within. The project also includes renovation of the current historical library building that is situated on the block south of Quinn Strong Park.



\*Indicates experience prior to joining RVI



## MONSERRAT DOMINGUEZ

Senior Urban Designer



Monse is an experienced planner and urban designer in RVI's Orlando office with a unique skill set rooted in themed entertainment that elevates the user experience of every development project she touches. Monse is an architect by education and a storyteller at heart. Her multicultural background and experience in Orlando's themed entertainment industry, where she held internships with Walt Disney Imagineering and Universal Creative, provides her a unique and holistic approach to design. Monse's skill areas data collection and management, thematic and visioning package design, hand-drawn renderings and more.

### PROJECT ROLE URBAN DESIGN LEAD

#### EXPERTISE

3D Modeling & Rendering  
Master Planning  
Conceptual Plan Design  
Stakeholder Engagement  
AutoCAD & ArcGIS software  
Data Collection, Analysis & Management

#### EDUCATION

Savannah College of Art & Design, MFA in Themed Entertainment Design

Universidad Iberoamericana (Mexico City), Bachelor of Architecture

#### COMMUNITY INVOLVEMENT

Themed Entertainment Association (TEA)

American Planning Association (APA) Florida Chapter

#### ON A PERSONAL NOTE

A travel enthusiast, Monse has visited 50-plus countries.

### PROJECT EXPERIENCE



#### WALT DISNEY WORLD "BLUE SKY" PROJECT

Lake Buena Vista, FL

RVI's Orlando staff were asked to evaluate undeveloped land adjacent to an existing property on the Walt Disney World campus and produce three different conceptual master plans for what could be developed there, based on different customer profiles for the development program. Monse played a lead role in the market demand analysis of suggested uses, as well as setting up the framework for master planning, design drafting of plans, development program diagrams and participated in client workshops.

#### WALT DISNEY IMAGINEERING\*

Lake Buena Vista, FL



While serving as a Master Planning Intern in 2020, Monse contributed in multiple ways to land planning for future development. She analyzed available land parcels within Walt Disney's various properties for appropriate future land uses, created 3D renderings for proposed projects, and managed large collections of data collected from her work in ArcGIS.



#### RICHLAND MASTER-PLANNED COMMUNITIES

Various sites in Central Florida

Monse has supported the planned development of thousands of acres across Central Florida for RVI client Richland Communities. She has helped lead due diligence research at the earliest stage of projects, prepared support material for entitlement submittals, drawn conceptual master plans and yield studies, produced hand-drawn renderings, digital renderings, 3D-rendered models, and GIS analysis of site topography, floodplain maps and more. She is uniquely skilled at collecting relevant data from municipalities, analyzing and presenting it in a digestible way to the client through digital site-maps for remote viewing.

\* indicates experience prior to joining RVI



## DREW CARMAN, PLA

Director of Park Planning & Design



Drew has 15 years of experience managing numerous city, county and statewide park projects across Texas. Before joining RVi, Drew was one of the lead planners for the Texas Parks and Wildlife Department where he gained experience developing and updating facility development plans and park master plans for some of Texas' premier state parks. With a career-long focus on park, trail and open space design, Drew's role as Director of Park Planning & Design at RVi not only engages his extensive technical expertise in park development, but also lets his passion for creating compelling outdoor places for all shine through.

### PROJECT ROLE PARKS PLANNING SPECIALIST

#### EDUCATION

University of Georgia,  
Master of Landscape Architecture

Lawrence University,  
B.A. in Environmental Science

#### PROFESSIONAL LICENSURE

Professional Landscape  
Architect, Texas No. 2908

#### COMMUNITY INVOLVEMENT

American Society of Landscape  
Architects (ASLA), Member

Austin Outside,  
Board of Directors

The Trail Conservancy (TTC),  
Project Committee Member

#### HONORS & AWARDS

2022 Texas ASLA Honor Award,  
San Gabriel Park

### PROJECT EXPERIENCE



**City of Georgetown**  
San Gabriel Park - PH I, II & III

**City of Dripping Springs**  
Dripping Springs Ranch Park  
Master Plan

**City of Austin**  
Colony Park  
Beverly S. Sheffield Northwest  
District Park Vision Plan  
Dougherty Arts Center  
Redevelopment

**Catellus | City of Austin**  
Mueller SE Greenway Park  
Mueller Zach Scott Greenway

**Williamson County**  
Brushy Creek Regional Trail - PH V  
Brushy Creek Regional Trail Extension

**Travis County**  
Gilleland Creek Greenway

**Lower Colorado River Authority**  
McKinney Roughs Equestrian  
Campground  
Camp Creek Park Master Plan  
System-wide Park Plan Illustrations

**Hays County**  
Jacob's Well Trail Development  
Dahlstrom Ranch Public Access  
& Trail Development

**City of San Marcos**  
San Marcos Library Additions



**JOSEPH R. ABEL**  
President / Owner



Efficiency-driven, servant, and inspirational leader skilled at leading departments and agencies; improving transparency in government; and building positive relationships with government agencies, community organizations, and members of the public. Exceptional planning, program management, and team development skills gained during 35-year career supporting county and cities ranging in populations from 12,000 to more than 475,000 residents.

**EDUCATION**

Bachelor of Science  
West Virginia University

**MEMBERSHIPS**

- Florida Recreation & Park Association
- National Recreation & Park Association
- International City/County Managers Association
- Florida Association of County Managers

**COMMUNITY INVOLVEMENT**

- President, Central Florida West Virginia University Alumni Chapter
- Session Coordination Member, Leadership Seminole
- Executive Leadership Campaign Coordinator, City of Coral Gables, United Way
- Speaker/Trainer at local, state and national conferences and agencies

**Professional Experience**

Joe Abel & Associates, LLC   President	04/2022 - Present
Seminole County, FL	06/2007 - 06/2022
Interim County Manager	
Deputy County Manager	
Director of Leisure Services	
<i>Included parks and recreation, library services, extension services, tourism/CVB, greenways and natural lands</i>	
City of Coral Gables, FL	02/1998 - 06/2007
Parks and Recreation Director	
Interim Assistant City Manager	
Village of Miami Shores, FL   Assistant Director of Recreation	09/1995 - 02/1998
City of Wilton Manors, FL   Athletic Supervisor	09/1989 - 09/1995
City of Charleston, WV	12/1986 - 09/1989
Recreation Coordinator	
Assistant Community Center Manager	
Athletic Director	

**Notable Accomplishments**

- Led a team through the successful completion of a \$38M amateur tournament-level sports complex development and land acquisition project.
- Led a team through the successful completion of a Florida Communities Land Trust/Florida Department of Environmental Protection land exchange that includes the redevelopment of a defunct golf course. First exchange of this kind in the program’s existence.
- Negotiated facility utilization contracts with the Professional Orlando City Lions and Pride Soccer Clubs for the use of County facilities that netted four additional soccer fields and renovation of existing training facility.
- Led two separate leadership teams through National Accreditation and repeated Re-accreditations for two different agencies – both of which were among the first 100 agencies in the nation to achieve this accomplishment.
- Spearheaded park development and renovation projects, resulting in enhanced recreation opportunities and generating economic impacts of over \$40M annually.
- Certified Parks & Recreation Professional for over 32 years.
- Served in leadership roles at local, state, and national levels for the Florida and National Recreation & Park Associations, including serving as President of the Florida Association, served as President of the Council of Affiliate Presidents as well as serving on the Board of Directors, and Executive Board of the National Association.
- Provide outstanding and award-winning programs, services, and leadership in both city and county government agencies for over 35 years.

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# 03

## RELEVANT EXPERIENCE

**PUBLIC PARK SPACE IN MUELLER  
COMMUNITY, AUSTIN, TX**

*Source: RVI*

## CELEBRATION ISLAND VILLAGE\*

Mattamy Homes

Osceola County, FL



### SIZE

370 acres

### SCOPE

Parks Level-of-Service Analysis  
Master Planning  
Landscape Architecture  
Thematics  
Streetscape Design

### PROJECT DESCRIPTION

RVI's Vice President Ryan Seacrist, PLA, led the landscape architecture, planning and parks level-of-service analysis from 2016 through early 2021 on the fifth and final phase of the Town of Celebration, known as Island Village. Ryan's in-depth involvement on the project dated back to 2016 during initial acquisition of the last areas of development within the Town by Mattamy Homes. He and his staff worked side by side with Mattamy to develop a vision for Celebration Island Village (CIV) that would honor the original design intent and New Urbanist principles of the initial phase of design for Celebration Village.



\*indicates experience prior to joining RVI

## BONITA SPRINGS RECREATION CENTER RENOVATION – PH I & II



City of Bonita Springs

Bonita Springs, FL



### SIZE

35 acres

### SCOPE

Master Planning  
Landscape Architecture  
Park & Open Space Design  
Recreation Center Design

### PROJECT DESCRIPTION

Last renovated in the early 2000s, the Bonita Recreation Center Ballfields were overdue for performance improvements and aesthetic enhancements. Upon completion of the Bonita Recreation Center Master Plan, City funding was approved for Phase One renovations including ADA accessibility, pedestrian circulation, stormwater, and landscape improvements. The project scope presented a unique challenge in that it required ADA compliance and stormwater improvements while maintaining existing ballfield and concession stand grades. Adding to the challenge, Phase One had to be completed in a shortened time frame to allow for Spring ball season to resume on schedule.

The design team developed a curb and trench drain detail that solved both the ADA and drainage challenges by inverting the existing drainage scheme. This resulted in a larger spectator space with gentle slopes and pedestrian circulation delineated by decorative pavers. This improved space ties into improved site circulation and wayfinding, implemented through decorative paving patterns and nodes. Thoughtfully located native and tropical palms reinforce wayfinding while establishing site character and enhancing aesthetics.

Completion of Phase One set the stage for Phase Two improvements to include the re-design of the playing fields, all new turf and irrigation system, custom designed dugouts and spectator shade structures, and new scoreboards and site furnishings.





# BABCOCK RANCH

Kitson & Partners



Lee County, FL



### SIZE

18,000 acres overall

### SCOPE

Landscape Architecture  
Large-Scale Comprehensive Plan  
Amendment  
Mixed-Use PD Entitlements  
Community Engagement

### PROJECT DESCRIPTION

RVi has provided landscape architecture, land planning and entitlements services and community engagement for much of this master-planned community, including leading the entitlement efforts for 5,200 acres to allow for 1.2 million square feet of commercial- and employment-generating uses, and 1,630 dwelling units. Landscape architecture design has included streetscapes, public parks, neighborhood schools and storm shelters. The RVi team designed secondary drainage to channel stormwater away from buildings, and selected nearly all the Florida-native plant materials for Babcock Ranch. The project involved significant community outreach to arrive at broad neighborhood support.





# SKYE RANCH

Taylor Morrison, Inc.

Sarasota County, FL



## SIZE

1,800 +/- acres

## SCOPE

- Land Use Planning
- Master Planning
- Landscape Architecture
- Rezoning

## PROJECT DESCRIPTION

The planning and landscape architecture team lead the master planning and visioning effort for this master-planned, mixed-use community in Sarasota County, historically ranched by the Turner family. The initial rezoning effort involved significant strategic planning to gain relief from onerous county regulations for large projects known as "Villages". Through exceptional graphic presentation and consensus building with staff and surrounding land owners, all requested modifications were approved allowing for flexible development of 3,450 units and 300,000 square feet of commercial uses in accordance with market demand.



## MUELLER LAKE PARK

Catellus / City of Austin (Public Private Partnership)



### SIZE

30 acres

### SCOPE

Parks Programming Plan  
Park Planning & Design  
Landscape Architecture

### PROJECT DESCRIPTION

Mueller is an urban mixed-use community that emerged as the result of the redevelopment of the abandoned Robert Mueller Municipal Airport. RVi has played a critical role in the design of over 140 acres of parks and open space and an extensive, seven-mile hike and bike trail system at Mueller.

The Lake Park is the central focus of the Mueller community, providing an important front door along Airport Boulevard. The park includes a sloped amphitheater designed by RVi that hosts outdoor performances and community celebrations. The park also features a children's playground adjacent to the Town Center and Austin Children's Museum. The five-acre central lake not only presents a recreational opportunity for boating and fishing, but is also engineered to capture and filter stormwater through multiple below-ground chambers.



## CHAMPION PARK

Williamson County Parks & Recreation Department

Williamson County, TX



### SIZE

33 acres

### SCOPE

Park Planning & Design

### PROJECT DESCRIPTION

Champion Park brings the remnants of a prehistoric inland sea to the surface in a modern day park for children of all ages. The park's theme is drawn from the site's 65 million year history. The "dino pit" is a massive sandbox where children can dig for fossils, which were cast in concrete with assistance from The University of Texas' Paleontology Department. The splash pad features the tail and skeleton of a whale, with a blow hole that erupts sporadically. The drainage from the splash pad creates a bioswale that runs between play features and is filled with plants to simulate a lush prehistoric forest.

Situated along the Brushy Creek Regional Trail, Champion Park balances the County's desire for conservation of open space with residents' requests for connectivity to nearby communities and relief from overcrowding of neighboring parks. RVI carefully planned Champion Park to tread lightly on the land, creating an amenity that blends naturally into the surrounding hill country terrain. The design includes a large open pavilion nestled into a grove of mature pecan trees with an outdoor kitchen. Additionally, a trailhead features trail information, stretching and warm-up equipment and an outdoor shower and restroom. A new pedestrian bridge connects the park to the neighboring community.



# STAR FARMS VILLAGE AT NORTH PORT

Forestar Group

City of North Port/Southern Sarasota County, FL



### SIZE

2,086 acres  
3,000 dwelling units

### SCOPE

Planning  
Land Planning  
Landscape Architecture

### PROJECT DESCRIPTION

Star Farms at North Port is a master-planned community located in the City of North Port. RVi has provided a Comprehensive Plan amendment and rezone applications to include additional areas under the Village future land use category and Village Zoning respectively, as well as creating and processing of Village District regulations for the community through the Index Map, Pattern Book, and Pattern Plan. The proposed changes allow for a diverse residential neighborhood with a range of housing types and recreational amenities, a 20-acre Village Park, and supportive commercial uses along the Toledo Village frontage and within the Village Park.

RVi was involved in conservation efforts of the project's extensive wetlands to preserve the system through thoughtful and creative land planning while still providing the density needed to keep the project within budget. RVi coordinated with the Arborist and City staff to create a developer-friendly methodology for tree mitigation that could potentially save the client money.

Amenities include a bundled golf club featuring a clubhouse, pro shop and cart barn, art studio, coffee shop, wellness building, and bar & grill. The Adventure Retreat caters to active adults and features various sports courts such as tennis, pickleball, bocce, and cornhole; a clubhouse and resort-style pool; and a grilling patio.



# ESPLANADE GOLF & COUNTRY CLUB OF NAPLES

Taylor Morrison of Florida, Inc.



Naples, FL



## SIZE

- 1,800 acres
- 1,121 lots
- 11 miles of trails

## SCOPE

- Master Planning
- Landscape Architecture

## PROJECT DESCRIPTION

Our team provided planning and design services for this landmark active-lifestyle master planned community. The Tuscan-themed design includes a comprehensive system of trails, incorporating more than 11 miles of trails made up of a five-mile loop trail, fitness trails and wilderness trails. The program also incorporates sidewalks and linear parks into a network around the centralized resort-style amenity center. The amenity campus offers a blend of uses, including a culinary center, a learning center, a wellness facility with resort pool, poolside Bahama bar, golf and tennis pro shop, golf course, golf practice facility and aqua range, sports courts, dog park and multi-use event lawn. Careful consideration was taken during the preliminary golf routing, enabling the course to have a seamless flow through the community.

With more than 1,000 acres of land set aside for preservation, the opportunities to experience wildlife close at hand are abundant, with many trails taking users through preserves, bird habitats and extensive conservation lands. The incorporation of such an extensive trail network helped to enhance our client's vision of reinventing the traditional golf course community into a place for active living and healthy environments.



## STAR FARMS AT LAKEWOOD RANCH

Forestar Group

Lakewood Ranch, FL



### SIZE

700 acres  
1,500 dwelling units

### SCOPE

Planning  
Land Planning – Land Plan; Site  
Planning for amenity tracts  
Landscape Architecture

### PROJECT DESCRIPTION

Star Farms at Lakewood Ranch is a multi-generational lifestyle community. The 700-acre gated village will be a resort ranch hometown featuring 1,500 single-family homes, paired villa retreats, and townhomes with a variety of amenities, clubs, and hospitality services. RVi provided Planning, Land Planning (consisting of Site Planning for all four amenity tracts and trail system), as well as Landscape Architecture services including all phases of both the extensive common areas and amenities. Amenities include a clubhouse, fitness center, coffee shop, bar & grill, flex lawns, event center, resort-style pool and spa, dog park, as well as greenways and a trail system. RVi worked with the civil engineers to preserve the existing large Love Oaks along the proposed trail system and lake banks.



# MIROMAR LAKES

Miromar Development



Estero, FL



### SIZE

1,800 +/- acres

### SCOPE

Master Planning  
Landscape Architecture

### PROJECT DESCRIPTION

This 1,800 acre, private, resort-style community is centered around the vast 700 acre aquamarine freshwater lake and three miles of private, white sandy beach with endless opportunities for in lake swimming, boating, kayaking, sailing, water-skiing and fishing. Our planning and landscape architecture developed a community master plan for the undeveloped portion of the community known as the Peninsula, design and engineering of The Quay, and each neighborhood within the expanded development. The project maintains the quality of an award-winning lifestyle and five-star amenities, while enhancing the community's program by integrating unique pedestrian waterfront experiences and recreation.





# WESTSIDE QUARRY PARK AND PRESERVE

Atlanta BeltLine



Atlanta, GA



## SIZE

280 acres

## SCOPE

Parks Programming Plan  
Park Planning & Design

## PROJECT DESCRIPTION

The Atlanta BeltLine Quarry Park and Preserve is a high-profile redevelopment project along an existing 22-mile historic rail corridor that circles the city. Located along the BeltLine, the Westside Quarry Park and Preserve is the largest public greenspace in Atlanta at 280-acres. The project not only connects the BeltLine, but also sets an example for environmental sustainability and ecological restoration. The Westside Reservoir now holds 2.4 billion gallons of emergency drinking water. The site is currently home to an incredibly scenic and abandoned quarry, which may look familiar because it has served as a TV filming location.



## BELTERRA PARKS & OPEN SPACE

Hays County WCIDs #1 and #2



Austin, TX



### SIZE

- 22.3 acres of Parks
- 660 acres of Open Space
- 5 miles of Trails
- 9.3 acre Recreation Center

### SCOPE

- Park & Open Space Master Plan
- Park Planning & Design
- Trail Planning & Design

### PROJECT DESCRIPTION

RVi created the Park and Open Space Master Plan for the Belterra community in 2003, and has been working on the implementation of this plan ever since. The open space network was carefully designed to preserve buffers for wet-weather creeks and sensitive natural areas. RVi wrote grant requests and guided the process to acquire over \$590,000 in public funds to offset development costs for the parks and trails. Four neighborhood parks, a 9.3-acre community recreation center with basketball court and soccer fields, and approximately 5 miles of trail have been built to date, with the most recent phase completed in 2017.







# 04

## PROJECT APPROACH

RVI STAFF LEADING COMMUNITY MEETING  
IN HENDRY COUNTY, FL

Source: RVI

## 2 | quantity

### Level of Service by Unit Counts

Celebration is known for its high standard of care and emphasis on building community through thoughtful and meaningful outdoor placemaking as a catalyst for social interaction. While the spaces and places that spread across the villages are elegant and well designed, it's the sheer volume of neighborhood level parks that make Celebration special.

To meet the standards of Celebration in regard to the amount of parks and amenities available, a level of service must be quantified and applied to Island Village. With a quantification of parks and amenities, combined with unit count data, a factor of housing units per park or amenity is determined and utilized as the legacy level of service standard provided by the existing Town of Celebration.

Beyond overall parks and amenity spaces, the same methodology can be utilized to determine the quantity of program features, such as playgrounds, pools, and amenity buildings, that would be required to meet a level of service comparable to Celebration.

### Methodology

step 1:  $LOS = \frac{4,321 \text{ Existing Celebration Housing Units}}{\text{Total Existing Celebration Parks / Amenities / Features}}$

step 2:  $\frac{\text{Amount of Parks / Amenities / Features Required in Island Village}}{1,310 \text{ Proposed Island Village Housing Units}} = LOS$

### Town of Celebration Level of Service



per one community amenity

**CELEBRATION ISLAND VILLAGE: PARKS & AMENITIES REVIEW (JANUARY 2019)\*:** Parks Level-of-Service analysis methodology, by housing unit count. (Ryan Seacrist portfolio)

### HOW WE'LL APPROACH YOUR PROJECT

RVI's Orlando-based team for this project boasts a wealth of experience for every task required in the proposed scope of work. Below we'll elaborate on the value-add proposition that we can make for each:

#### Task 1 - Research

Our team has extensive and active experience serving private and municipal clients throughout Central Florida and Osceola County. As a team with local roots, we live, work and play in the broader communities that we will analyze in establishing a baseline level-of-service for future parks and recreation amenities in the Town of Celebration.

Our staff are familiar with the County's prior parks master plans, trail prioritization, capital improvement plan and other documents and can evaluate those efficiently. Our teammate **Joe Abel & Associates** will lead in the evaluation of use of your Town Hall's community rooms over the past five years.

#### Task 2 - Sites Evaluation

A project approach is only as good as the base data it is built upon. Our team keeps the latest publicly available data at our fingertips. RVI's staff of planning and design professionals are consistently tracking updates and making use of county and municipal planning data as part of our robust land planning, entitlements and landscape architecture services. Our staff are highly skilled in GIS and map creation, and will create a map of the common areas that show all of the current constraints and future improvements outlined in your scope of services.

#### Task 3 - Inventory and Analysis of Existing Amenity Facilities

With a deep bench of local staff resources to deploy for on-site inventory of existing Celebration and regional parks and recreation assets, our team is ready to mobilize and have boots on the ground.

Additionally, our use of cutting-edge technology, such as GPS, GIS and drone photography will allow us to quickly collect data while representing it in an easy-to-access digital platform, similar to a Google Earth interface.

To provide pointed expertise in parks system management and operations, our peer firm **Joe Abel & Associates** will provide a deeper analysis of Celebration's and the region's current parks and recreation assets in a 10-mile radius. Joe's 35 years of experience as a highly respected and leading governmental parks and recreation management professional in Florida will provide unique and valuable insights into the status, needs and operational life-cycle of Celebration's parks and recreation infrastructure.

## Tasks 4, 5 & 6 - Pre-Workshop Preparation, Community Engagement & Workshops

Simply stated, we design communities with an embrace of the human experience. Engagement with the community will provide us first-hand feedback from the users that understand the daily realities of living in Celebration, which is critical for a master plan's success. Our team is skilled in creating thought-provoking exercises that draw out key information from residents as a valuable input to our master planning process. We will prepare thoroughly in the pre-workshop phase and coordinate with stakeholders to ensure broad representation.

We'll coordinate with stakeholder associations and help design the methodology to engage in community exercises that will explore market comparisons, amenity programming, blue sky visioning and user satisfaction and preference surveys. We'll also lead in post-workshop collaboration to create a document summarizing the key decisions that will define the vision for the parks master plan.

## Task 7 - Framework Plan

Every master plan needs an action plan. Based on our research, inventory, needs assessment and community engagement, our team will craft an intentional and feasible framework plan for the parks master plan that can serve as a high-level "road map" for the community.

Throughout the diagrammatic conceptual plans that we produce for the major system components, we will maintain a focus on practical and implementable capital improvements. While we believe in dreaming big, we are not paper planners. We'll craft a vision with costs and constraints in check for the purpose of removing future hurdles and delivering real-world results.

## Task 8 - Master Plan

We will create a comprehensive, itemized Master Plan document that reflects the character and essence of the vision from the framework plan, and incorporates the supporting concept plans of the major system components. All of this content will be presented in a clear and concise format so that your CDD board, staff, other stakeholder associations and community residents can quickly absorb the key details and hopefully become vocal ambassadors of the great future that is being planned for parks and open space in Celebration.

**Joe Abel & Associates** will contribute his expertise here to the programming for each location, estimating cost of construction/renovation, prioritization of scheduled improvements based on their impact, and forecasting expected annual revenues and operating costs.

### CELEBRATION ISLAND VILLAGE: PARKS & AMENITIES REVIEW (JANUARY 2019)\*

Parks Level-of-Service analysis, measuring proximity to residential doorsteps. (Ryan Seacrist portfolio)

## 3 | distribution

### Level of Service by Proximity

Level of Service can be defined in two ways: quantity and accessibility. While it is imperative that Island Village provide a comparable ratio of parks and amenities relative to the existing Celebration villages, it's equally important that these facilities are as accessible to the residents as they are in Celebration today.

As defined in the 2015 Celebration Parks and Recreation Master Plan, neighborhood parks in Celebration have a half mile service area and community parks have a one mile service area. In general, Celebration performs well in providing most residents with at least one neighborhood park within a quarter mile distance, or an approximate five minute walk. Additionally, most residents are within a half mile proximity, or ten minute walk, of a community amenity or shared ground.

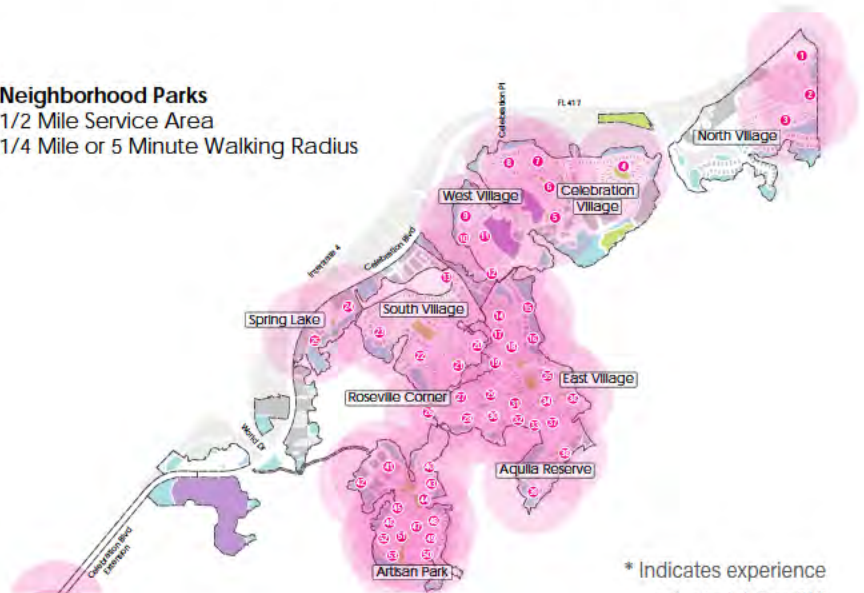
On the critical side, while the Town of Celebration provides a generous amount of neighborhood parks, the distribution of the park spaces is uneven across villages. For instance, Celebration Village is a good example of evenly distributed park space, while North Village does not capture all residents within a neighborhood park service area. Conversely, East Village and Artisan Park are far exceeding level of service requirements.

As a recommendation for Island Village, neighborhood parks and community amenities should be distributed evenly

### Neighborhood Parks

1/2 Mile Service Area

1/4 Mile or 5 Minute Walking Radius





**BEVERLY S. SHEFFIELD NW DISTRICT PARK**  
AUSTIN, TX

## GRAPHICS AND DATA VISUALIZATION

RVi's **Digital Innovation Team** is leveraging new technology to create tremendous value for our clients and projects. Through the use of drones, GIS, 360 cameras, 3D Visualization, and virtual reality, we can better capture, analyze, and communicate critical project information. The results can be found in more efficient and effective communication, better-informed design decisions, and fewer errors made in the field. Depending on the project, we offer virtual site visits, aerial imagery, interactive web mapping, and 3D visualization.

### Virtual Site Visits

Even under normal circumstances, it can be complicated, expensive, and inefficient for all team members and stakeholders to visit a project site regularly. Using 360° photography and photogrammetry, RVi creates virtual site visits that can be viewed anywhere. With the Beverly Sheffield NW District Park project, we created a virtual site visit to capture current site

constraints and communicate them to design team members, the municipal client, and stakeholders. This provided clear communication between stakeholder groups during virtual meetings.

### Aerial Imagery

Drones allow us to get a better view of the context around us. We may never experience a site from the air but seeing relationships from above helps us derive more informed decisions.

Click [HERE](#) to view an example of RVi's Beverly S. Sheffield NW District Park Flyover video.

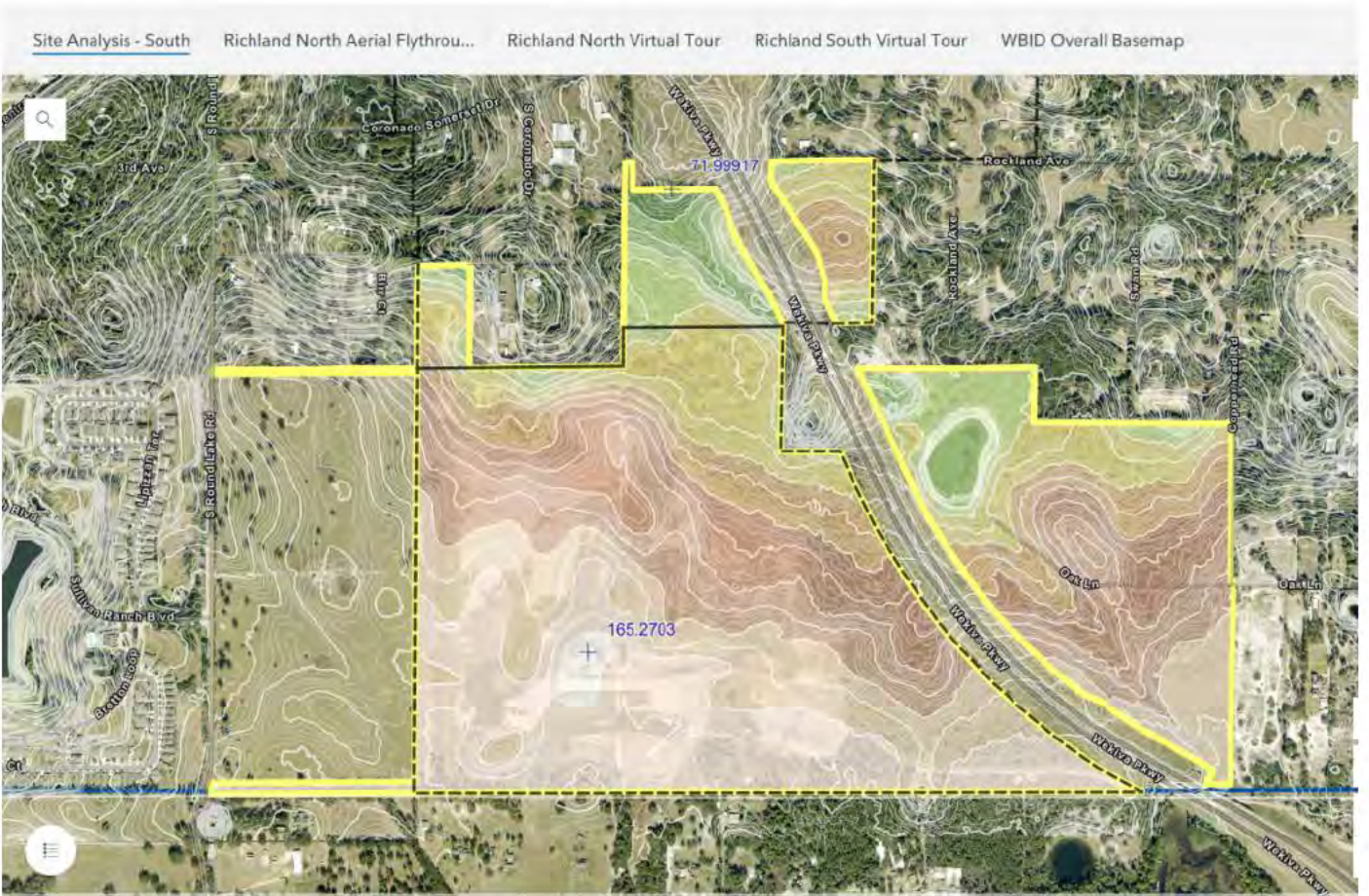
We work on ArcGIS online, using GIS Spatial Analysis to provide complex data sets and interactively that give the client and project team the top-line information needed to understand existing conditions of a place.



**DRONE PHOTOGRAPHY**  
MOUNT DORA, FL



**THE BACKYARD RENDERING**  
AUSTIN, TX



**ARCGIS STORYMAPS - TOPOGRAPHIC ANALYSIS**  
MOUNT DORA, FL





CELEBR



# 05

## FEE PROPOSAL

TOWN OF CELEBRATION, FL

*Source: Adobe Stock*



## PROPOSAL FOR PROFESSIONAL SERVICES

February 16, 2024

Angel Montagna  
Celebration Community Development District ("Client")  
313 Campus Street, Celebration, FL 34747  
RVi Project Number: 24000468

RE: **Celebration Parks Master Plan**

Dear Ms. Montagna:

RVi Planning + Landscape Architecture ("Consultant") is pleased to submit the attached proposal for professional services for the Celebration Master Plan Project, located within the Town of Celebration, Osceola County, Florida ("Project"). Below is a summary of services.

The Client has solicited the Consultant to provide a proposal for a parks and open space system master plan for the Town of Celebration. The intention behind the project is to provide a data-driven master plan for future parks system expansions, facility upgrades, and/or additional amenity needs, including a potential community center.

Throughout the Client estimated project timespan of ten weeks, the project scope within the request for proposal (RFP) includes the following tasks/phases: research, site constraints review, inventory of existing facilities, community workshop, and framework plan creation. The Consultant will work with the Client to establish a baseline level-of-service, unique to the quality and characteristics of Celebration, as a basis for determining the sufficiency of the current community-wide parks system and as justification for potential community parks and facility needs.

The known relevant local governmental authorities ("RGA's") having jurisdiction over the Project are: Osceola County, Celebration Residential Owners Association (CROA), Celebration Community Development District (CCDD), Central Florida Tourism Oversight District.

See 'Exhibit A' of this document for a project Limit of Work.

The Consultant will hire the services of the following subconsultants in the performance of this Agreement: Joe Abel & Associates (Parks and Recreation Management Consultant).

Fees for these subconsultants are included as part of Consultants fees.

Please review the attached scope of services and provide your approval by signing at Article 11.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan A. Seacrist'.

Ryan A. Seacrist, PLA  
Principal - Florida



## PROFESSIONAL SERVICES AGREEMENT – LAND PLANNING

**Project Name: Celebration Parks Master Plan**

**RVi# 24000468**

**Client Name: Celebration Community Development District**

**Client Address: 313 Campus Street, Celebration, FL 34747**

Based upon our understanding of project requirements and discussions with you, we have developed the following scope of services.

### ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, the following services with respect to the Project.

#### 1.1 (TASK 01) RESEARCH

##### 1. Information Gathering and Evaluation:

- a. Project Kickoff
  - i. Attend a project kickoff meeting to gain a more comprehensive understanding of the development history, potential project goals and the Client's development objectives.
- b. Osceola County Prior Efforts
  - i. Obtain, review, and evaluate relevant previous plans, maps, and records provided by the Owner and Osceola County. Those plans include, at a minimum:
    - a. Osceola County Comprehensive Plan Parks and Recreation Element
    - b. Parks Master Plan Phase I (10/12/2015)
    - c. Parks Master Plan Phases II & III (01/04/2018)
    - d. Trail Prioritization and Feasibility Study (04/2019)
    - e. MXD Conceptual Master Plans – Technical Appendix 06 (2010)
    - f. County Capital Improvement Plan
  - ii. Review and gain an understanding of Osceola Comprehensive Plan, LDC regulations, and Celebration governing documents related to parks, open space, and amenities.
  - iii. Provide an evaluation report of Osceola County prior work, future plans, and regulatory constraints.
- c. Community Parks Level of Service (LOS) and Regional Public Community Center Review and Evaluation
  - i. Establish a Level of Service (LOS) for parks, open space, and amenities unique to Celebration through an in-depth analysis of comparable communities across the region.
    - a. Identify seven (7) to ten (10) Central Florida communities of comparable demographics to Celebration and/or with best-in-class facilities and inventory the community centers within them.
    - b. Compare Celebration to the established level of service to perform a "Parks and Open Space Needs Assessment."
  - ii. Provide an analysis of the regional community centers, including size/floorplan, representative imagery/photos, amenities provided, major assets, programming, construction costs and timelines.
  - iii. Interviews with municipalities/operators to analyze operational and physical successes, shortcoming, desired changes, and usage statistics of amenities.
    - a. Review recent revenue and costs for operations/maintenance of those facilities.
  - iv. Programming and organizational usage agreement review for public use and partner programs with for-profit, non-profit, and government organization.
  - v. Provide an evaluation report of Regional Community Center review.
- d. Celebration Past Plans and Town Hall (CROA owned) Review and Evaluation

- i. Review past/current Celebration parks plans and evaluate progress and actions taken. Those plans and documents include, at a minimum:
  - a. Prior community feedback data.
  - b. 2019 Facilities & Parks Master Plan
  - c. 2015-2020 Parks and Recreation Master Plan
  - d. CROA Master Plan Advisory Group Resolution (draft)
- ii. Inventory space available to the Celebration community and analyze the past five (5) years of usage, programming, and scheduling records by the organizations/programs that utilize the space/rooms within the existing facility.
- iii. Provide an evaluation report of Celebration Town Hall review.

## 1.2 (TASK 02) SITES EVALUATION

### 1. Data Collection

- a. Utilize AutoCAD and ArcGIS software to map the following site constraints utilizing publicly available data and Consultant collected datasets:
  - i. Aerial Imagery (as publicly available)
  - ii. Drone Imagery (as flown by Consultant and with relevant FAA approvals)
  - iii. Ownership boundaries
  - iv. Site Constraints
    - a. Wetland Limits
    - b. Floodplain Limits (FEMA and available Drainage Model(s))
    - c. Topography
    - d. Easements
  - v. Poinciana Parkway Extension Alignment (Proposed – as available from Osceola County)
  - vi. Future roadway alignments that impact the site boundary and access (as publicly available)
- b. Review of relevant regulatory constraints that may impact the project boundary.
- c. Evaluate sites in Celebration as a opportunities for parks, open space, and amenity use.
- d. Format and produce collected base data and plans for use throughout the project process:
  - i. Provide as base mapping in AutoCAD and PDF/booklet format.
  - ii. Provide as a Client accessible GIS portal furnished by the Consultant.

## 1.3 (TASK 03) INVENTORY OF EXISTING AMENITY FACILITIES

1. Celebration Inventory: Utilizing ArcGIS Collector App and physical mapping, perform a site visit to inventory, collect site and facility imagery, and analyze existing conditions of the Celebration parks and recreation system per village, including:
  - a. North Village
  - b. Celebration Main Village
  - c. South Village
  - d. East Village
  - e. Artisan Park
  - f. Spring Lake
  - g. Celebration Boulevard
  - h. Island Village
2. Regional Inventory: Utilizing ArcGIS Collector App and physical mapping, gather applicable data for facilities within a ten (10) mile radius of the project boundary. Data to be collected includes:
  - a. Facility Name and Type (Regional, Community, Conservation Area, etc.)
  - b. Elements Provided (Type and Quantity)
  - c. Parking Provided (Type and Quantity)
  - d. Hours of Operation
  - e. Fee Structure
  - f. User Data (as available)

3. Utilize the Parks Level of Service benchmarks, evaluate the condition, accessibility, and connectivity of community features inventoried.
4. Provide geographic location and associated data with a Client accessible GIS portal and in PDF/booklet format.

1.4 (TASK 04) PRE- WORKSHOP PREPARATION

1. Prepare market and benchmarking comparisons of existing facilities and comparable communities to review with community stakeholders as a means of establishing a discussion for community standards.
2. Prepare workshop agenda/outline and review with the Client. Produce final agenda following Client comment.
3. Prepare workshop exercises and review methodology with the Stakeholders and Client. Produce final exercise materials following Stakeholder and Client comment.
  - a. Collect imagery of example parks, recreation, and community center for use within workshop exercises.
  - b. Outline presentation and content.

1.5 (TASK 05) COMMUNITY ENGAGEMENT

1. Prior to workshop, engage and coordinate with CROA and/or MPAG to solicit input from residents regarding level of satisfaction with existing facilities, expectations, and desires.
2. Prepare a summary of CROA and/or MPAG feedback to present during workshop session.

1.6 (TASK 06) WORKSHOP

1. Consultant to facilitate a Community Workshop to present research findings and conduct community engagement for input on parks system needs and desires. The workshop shall consist of the following components:
  - a. Introduction: Consultant will provide a project goals overview, introduce stakeholders and participants, and provide credential to establish credibility.
  - b. Results: Consultant will provide an overview of results from research, site evaluation, and existing facility inventory and analysis. The Consultant will establish and understanding of Level of Service and methods used to determine.
  - c. Visioning of the Major Components  
 Consultant will lead a visioning exercise to determine the desired “Major System Components” that should be considered in the Celebration Parks System Plan, including:
    1. Centralized Celebration Community Center
      - a. Programming to explore includes, but is not limited to, meeting and flex rooms, indoor sports courts, community gym/weight room, party/banquet hall, performing arts stage, game room, dance studio, café/concession stand, office space for community government/management, etc.
    2. Community Facilities
      - a. Athletic Fields
      - b. Master Trails System
    3. Neighborhood Facilities per Village
2. Explore elements that may comprise the “Major System Components” through the use of:
  - a. Representative Imagery
  - b. Renderings
  - c. Sketches
3. Perform a Visioning Exercise (Red Dot/Green Dot exercise) as a basis for determining desired character and elements for the “Major System Components.” Those elements shall be broken into two scales:
4. Post-Workshop Collaboration
  - a. The Consultant will prepare a document summarizing the key decisions and defining elements for the vision of the Celebration Parks Master Plan
  - b. The document will be delivered as a PDF/booklet format.

1.7 (TASK 07) FRAMEWORK PLAN

1. The Consultant will prepare Framework Plan for the Parks Master Plan that shall be intended for use as a high-level “road map” of the long-range plan for the community. The Framework Plan will consist of the following:
  - a. Summary of research, site evaluation, inventory, community input, and workshop results as justification for master plan recommendations.

- b. Diagrammatic Conceptual Plans for Major System Components reflected as datasets, narratives, and comparable imagery, including:
  - i. Park Hierarchy
  - ii. Acreage/Location of Major System Components
  - iii. Connectivity of Parks Elements and Major System Components
- c. Elements that may be considered include those listed in "Exhibit B" of this proposal.
- d. The Framework Plan will be delivered in a PDF/booklet format.

1.8 (TASK 08) MASTER PLAN

1. Based on the Framework Plan, the Consultant will provide a physical master plan and detailed program of parks, open space, and amenities within selected sites in the Celebration Community.
  - a. New facilities and associated program.
  - b. Upgraded/expanded facilities and associated program.
2. The Master Plan will be illustrated with plan renderings, cross sections, elevations, perspective graphics, and comparable images of existing facilities gathered during research.
3. The Consultant will provide an Opinion of Probable Costs and recommended phasing plans of recommended new facilities and upgrades.
4. Based on the research collected during earlier phases of the project, the Consultant will provide estimated operations and maintenance costs for recommended facilities. Recommendations will be substantially based on comparable facilities and standards that exist in other communities.
5. The Consultant will create and provide a document reflecting the character and essence of the vision for the Parks Master Plan. The Framework Plan and supporting Concept Plans for the Major System Components will be presented a single, cohesive Master Plan document.
6. The Consultant will submit a draft Parks Master Plan, including all portions and chapters, to the Client for review and comment.
7. Based on Client comments, the Consultant will produce the final Parks Master Plan and deliver the final document in PDF/booklet format.

**ARTICLE 2: ADDITIONAL SERVICES**

All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 4.3 of this Agreement, or, at the Consultant's sole option, under a separate Professional Services Agreement.

- 2.1 Additional Services include, without limitation, the following:
1. Providing services other than those set forth in Article 1 of this Agreement.
  2. Retaining subconsultants, such as an architect, civil engineer, surveyor, traffic engineer, environmental engineer, or geotechnical services, not identified in proposal.
  3. Permit preparation and processing including data collection, consultation, preparation of documents and applications, and submission and processing of permits with governmental authorities having regulatory jurisdiction over the Project that are not listed in Basic Services of this Agreement
  4. Preparation and printing of materials, renderings, brochures, and other promotional items beyond the items listed as Basic Services. Preparation of presentation materials for marketing or purposes other than in-progress approvals by RGAs. Construction of presentation models or preparation of finish quality renderings.
  5. Assistance or testimony in litigation, mediation or arbitration concerning the Project;
  6. Revisions to documents previously provided by Consultant due to: changes in the Project's scope, budget, land use or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

**ARTICLE 3: INFORMATION TO BE PROVIDED BY CLIENT**

- 3.1 Client shall provide, in a timely manner, all criteria and full information as to Client's requirements for the Project, including without limitation:
1. Legal description and to-scale boundary survey of the property;
  2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;
  3. Topographic survey including 1' or 2' contours, tree survey, drainage and flood plain locations, overlay zones or





#### 4.5 RETAINER

Client shall make an initial payment of \_\_\_\_\_ upon execution of this Agreement. Such amount is the minimum payment under this Agreement and it shall be credited to the Client's account at final payment. In the event of Agreement termination, any current fees or expenses will be subtracted from this amount, and any remainder will be returned to the Client.

#### **ARTICLE 5: CHANGES**

5.1 Changes. The Consultant and the Client may make changes to the Agreement at any time, but only by written amendment signed by both parties, or by Client's oral request confirmed by Consultant in writing (or email) indicating its acceptance. If such changes cause an increase or decrease in the Consultants' cost of, or time required for, performance of any services, Consultant shall be entitled to an equitable adjustment in compensation and/or completion time.

5.2 Regulatory Changes. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under the Agreement after the date of execution of the Agreement, the increased or decreased cost of performance of the services provided for in the Agreement and subsequent agreements shall be reflected in an appropriate written amendment to the Agreement.

#### **ARTICLE 6: RESPONSIBILITIES OF THE PARTIES**

6.1 Access. Client will provide Consultant with access to the Project site or to any other site as required by Consultant for performance of the Services.

6.2 Client shall designate a single person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever it observes or otherwise becomes aware of any defect in the work. If the Client retains a Construction Manager ("CM") for the Project, the Client shall clearly set forth the duties, responsibilities the CM has been assigned by the Client. The Consultant shall be entitled to rely upon the CM's decisions and directions.

6.3 Changed Conditions. Consultant shall have the authority to determine the continued adequacy of the Agreement in light of conditions first discovered or information first provided to Consultant after the execution of the Agreement. Should Consultant determine that the Agreement is no longer adequate in light of such conditions, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of the Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

6.4 Permits. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Project. Before Consultant performs the Services, Client will provide Consultant evidence satisfactory to Consultant that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Consultant copies of any such permits or any such notices, together with any other relevant information that will alert Consultant to the requirements of such permits, approvals, or notifications.

6.5 Other Information. Consultant may rely upon commonly used sources of data including but not limited to database searches, publicly available topographic information, GPS coordinates, demographics, and other public information as required. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

6.6 Site Visits. Unless otherwise specifically set forth in the Agreement or a fully executed written Amendment, Client-requested site visits are on an as-requested fee basis for the purpose of visual observation only for general conformance with the Landscape Construction Documents at the time of observation. Client has not retained the Consultant to make inspections or to provide periodic, continuous or exhaustive Project review and observation services. Consultant's site visits do not include any obligation to identify or notify Client of any jobsite safety issues. Consultant is not obligated to conduct any tests in connection with site visits. Consultant at all times reserves the right to make site visits solely for its own collection of information relevant to, and for the benefit of, the performance of its Services.

6.7 Construction Exclusion. Consultant's scope of work does not include, and Consultant shall have no authority or responsibility for supervising, directing, performing or controlling any contractor's work, or the means, methods, techniques, sequences, safety measures, or procedures of construction selected by any contractor or subcontractor. Accordingly, Consultant shall have no responsibility or liability for the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project, including, but not limited to, compliance with any applicable law.

6.8 No Warranty. Consultant and Client acknowledge and agree that Consultant makes no warranties, express or implied, regarding the Services provided in connection with the Project and that the Services provided by Consultant are in the nature of professional services, the essence of which are the provision of advice, judgment, opinion and professional skill.

6.9 Estimates of Probable Costs. Client and Consultant agree that any construction cost estimates provided by Consultant are solely for the purpose of providing information for use in revising the Instruments of Service, and that Consultant makes no warranty, express or implied, that any estimates will not differ from bids received from contractors or the negotiated cost of the work. Opinions of cost are based on the experience and judgment of Consultant and are merely opinions. Consultant does not warrant that actual costs will not vary from those opinions because, among other things, Consultant has no control over market conditions. If the fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal by more than 20%, Consultant will at the Client's request, revise the Contract Documents to comply with the project budget at no additional charge. In any event, Consultant's modification of Instruments of Service shall be its sole responsibility and

Client's sole remedy for any difference between Consultant's construction cost estimates and bids received or the negotiated cost of the work.

## ARTICLE 7: TERMINATION

- 7.1 This Agreement may be terminated by either party, at any time prior to completion of Consultant's services, upon not less than seven days' written notice, should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination; provided however, that such notice shall state the reason(s) for termination, and such termination shall not be effective if the party to whom the notice is directed, within such seven-day period, fully cures its failure to perform.
- 7.2 If the Client fails to make payments to the Consultant in accordance with the Agreement, such failure shall be considered failure to substantially perform and cause for termination or, at the Consultant's option and upon not less than seven days' written notice, cause for suspension of performance of services without terminating the Agreement. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay, hindrance or damage caused the Client because of such suspension of services. The Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services before having to resume services.
- 7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate the Agreement by giving not less than seven days' written notice. Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.
- 7.4 This Agreement may be terminated by either party, without cause and for its convenience, at any time prior to completion of Consultant's services, upon not less than seven days' written notice to the other party. In the event that a termination by Consultant for cause is later determined to have been wrongful, then the termination shall be deemed a termination for convenience.
- 7.5 In the event of termination not the fault of the Consultant, the Client shall, within fifteen days following the termination, pay Consultant for all services performed prior to termination, together with reimbursable and sub-consultant expenses incurred before termination and all Termination Expenses. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant. Client waives any and all claims, causes of action and damages that it has or may have against Consultant arising out of termination not the fault of the Consultant, including termination without cause.

## ARTICLE 8: LIMITATIONS OF LIABILITY

- 8.1 Limitation of Liability. Client and Consultant have considered the relative risks and benefits of the Project to both Client and Consultant, and agree to allocate risks such that, to the fullest extent permitted by the law, the total liability of Consultant, its directors, officers, partners, employees, subconsultants and subcontractors (the "Limited Parties"), to Client for any and all injuries, claims, losses, expenses (including attorney's fees and costs), or damages of any nature whatsoever, shall be limited such that the total aggregate liability of the Limited Parties shall not exceed the Consultant's total compensation received for services rendered and reimbursable expenses incurred in connection with the Project. This limitation shall apply to any and all liabilities and causes of action, however alleged or arising and regardless of the nature of the fault, unless otherwise prohibited by law. To the extent that any portion of this limitation is prohibited by law, such prohibited portion shall be deemed excluded from this provision, and the remainder shall remain in effect. Moreover, Client further acknowledges and understands that accessibility standards, guidelines and requirements are subject to varying interpretations, and as such, Client hereby expressly waives all claims, causes of action, liabilities and damages arising out of or in any way related to non-compliance with any and all accessibility standards, guidelines and requirements, including, without limitation, those promulgated through, by or under the Americans with Disabilities Act ("ADA"), the Fair Housing Act ("FHA"), and any of their state counterparts.
- 8.2 Waiver of Special/Consequential Damages. Notwithstanding any other provision of this Agreement, Client and Consultant agree that neither party, nor their respective directors, officers, employees shall in any event be liable to the other for any punitive, special, incidental, or consequential damages, including, without limitation, damages incurred for lost business opportunity or profits, arising out of or relating to the Agreement or the Project, the same being hereby expressly waived by both parties. This waiver shall apply to any and all causes of action, however alleged or arising and regardless of the nature of the fault or whether it was committed by the Client or by Consultant.
- 8.3 Delays. Consultant is not responsible for delays or hindrances caused by factors beyond Consultant's reasonable control, including but not limited to delays and hindrances resulting from strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Consultant's Services or work product or respond to Consultant's inquiries promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays occur, the Client agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of the Agreement. To the extent necessary as caused by any delay, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.
- 8.4 Project Enhancement. If, due to Consultant's error or omission, any required item or component of the Project is omitted from Consultant's documents, Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or

betterment to the Project. In no event will Consultant be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

#### **ARTICLE 9: RELATIONSHIP OF PARTIES**

- 9.1 Independent Contractor. It is understood that the relationship of Consultant to Client shall be that of an independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.
- 9.2 No Fiduciary Duty. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.
- 9.3 Corporate Services. Client agrees that Consultant has entered the Agreement in its corporate capacity, and that all services are provided by Consultant in its corporate capacity. Client agrees that it shall look solely to Consultant in its corporate capacity and not to any of Consultant's directors, officers, partners or employees in any individual capacity with respect to obtaining any remedy.
- 9.4 No Third-Party Beneficiaries. Consultant's work product, including without limitation all services and all Instruments of Service that are provided in connection with the Project, are intended solely for the benefit and exclusive use of the other party, and any benefits arising out of those obligations or any other services performed by Consultant in connection with the Project that may accrue to third parties are entirely incidental. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party. There are no intended third-party beneficiaries to the Agreement.

#### **ARTICLE 10: MISCELLANEOUS PROVISIONS**

- 10.1 Merger. The Agreement, including any attachments, represents the entire and integrated agreement between the Client and the Consultant. The Agreement supersedes all prior negotiations, representations or agreements, whether written or oral, and the same shall have no force or effect. The Agreement may be amended only by written instrument signed by both Client and authorized representative Consultant.
- 10.2 Execution. This Agreement may be executed in any number of multiple counterparts, all of which taken together shall constitute one and the same Agreement.
- 10.3 Lien Rights. Client grants to Consultant a contractual lien, in addition to all constitutional, statutory and equitable liens that may exist, on the real property identified in the Agreement as the Project location, and on all improvements thereon, to secure payment for all debts owed, now or in the future, to Consultant by Client, arising from services provided and reimbursable expenses and sub-consultant costs incurred by Consultant in connection with the Project. Client grants Consultant the authority and right to file a copy of the Agreement in the Deed Records of the county or counties where the Project is located to give notice of Consultant's lien rights. If Client is not an owner of the real property or improvements at the Project location, then Client hereby assigns to Consultant, to the extent of Consultant's services on the Project, Client's lien rights under the relevant state law, including without limitation, Chapter 53 of the Texas Property Code.
- 10.4 Instruments of Service.
1. All designs, drawings, specifications, documents, calculations, and other work products, whether in hard copy or electronic form, prepared by the Consultant are Instruments of Service, and such Instruments of Service, as well as the concepts, designs, and ideas expressed in the Instruments of Service are for use solely with respect to the Project. The Consultant is deemed the author and owner of the Instruments of Service, regardless of whether or not services are completed, and Consultant shall retain all common law, statutory and other reserved rights, including copyrights.
  2. Upon full payment by Client to Consultant under this Agreement Consultant grants to the Client a non-exclusive license to reproduce and utilize the Consultant's Instruments of **Service:** (i) to complete the development or construction of the Project, as applicable; (ii) for reference in operating, maintaining and repairing the Project; and (iii) for reference in undertaking any future alteration, improvement, addition or renovation of the Project. Absent full payment by Client under this Agreement, Consultant grants no rights in Instruments of Service.
  3. Reuse, change or alteration of Instruments of Service by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Consultant. ANY SUCH REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONSULTANT'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH REUSE, CHANGE OR ALTERATION.
- 10.5 Attorney's Fees Client shall pay Consultant, in addition to any other amounts found to be owing, all costs of collection arising from unpaid invoices, including reasonable attorney's fees.
- 10.6 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 10.7 Venue. Consultant and Client agree that the venue of any action under the Agreement shall be exclusively in the jurisdiction of the Consultant office in which the work was performed.
- 10.8 Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of

any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

- 10.9 Construction of Agreements. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.
- 10.10 Successor and Assigns. Neither Client nor Consultant shall assign, sublet, or transfer this interest in the Contract without the written consent of the other. Client's representative signing Agreement warrants that he or she has full authority to bind Client to the Agreement. Nothing in this provision restricts Consultant's ability to hire subcontractor(s) in connection with the services to be provided.
- 10.11 Dispute Resolution. Other than a dispute arising from alleged non-payment, all claims, disputes or other matters in question arising out of or related to the Agreement or the services provided thereunder ("Disputes") shall be resolved in accordance with the dispute resolution procedures set forth herein. Specifically, unless both parties agree to waive the requirement in writing, all Disputes shall be subject to non-binding mediation as a condition precedent to the institution of arbitration or any other legal proceedings by either party.
  - 1. Mediation. The Client and Consultant shall endeavor to resolve all Disputes between them by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlements agreements in any court having jurisdiction thereof. If a Dispute relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.
  - 2. Arbitration. All claims, disputes and other matters in question arising out of or related to the Agreement or the services provided thereunder and not resolved first through mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to the Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- 10.12 Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise survive termination of the Services.
- 10.13 For projects in Texas: Texas Board of Architectural Examiners. To the extent that this Agreement includes landscape architectural services, under Chapter 1052 of the Texas Occupations Code, the Texas Board of Architectural Examiners - 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3945, telephone (512) 305-9000 - has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas.
- 10.14 For projects in North Carolina: Services in North Carolina are contracted through and provided by Atwell, PLLC dba RVI Planning + Landscape Architecture under North Carolina C-661.

**ARTICLE 11: APPROVED AND ACCEPTED**

Client approves and accepts the Agreement and authorizes Consultant to commence work upon Consultant's receipt of the properly executed and signed Agreement and specific amendments. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Consultant extends the time in writing; or (2) at the sole option of Consultant, Consultant accepts Client's oral, email or other written authorization to proceed with services, in which event the terms of the authorization shall be deemed to include all the terms of this Agreement. Consultant's performance of the services under such authorization shall be in reliance on the inclusion and incorporation of all the terms of the Agreement in the authorization.

**RVi Planning + Landscape Architecture, Inc.**

**Celebration Community Development District**

Signature: \_\_\_\_\_  
 Printed Name: Ryan Seacrist, PLA  
 Title: Principal - Florida  
 Date: February 16, 2024

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



## CLIENT'S BILLING CONTACTS

Monthly invoices will be sent **by email** per the information provided by the Client below:

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

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

Invoicing address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Due date for timely  
processing of invoices: \_\_\_\_\_

If a special invoice is required, please attach a sample to the executed Professional Services Agreement.



### Community Parks & Amenities Master Plan

#### Existing Celebration Villages

- A** The Commons
- B** Civic Corridor
- C** Lakeside Park
- D** East Crescent Park
- E** Spring Park
- F** Spring Lake
- G** Artisan Club
- X** Celebration School Grounds
- Y** Celebration High School Grounds

#### Proposed Island Village

- T-53** Neighborhood Parks
- H-J** Amenity Building, Pool, etc.
- Z** K-8 Elementary School Grounds
- 54-73** Neighborhood Parks



## EXHIBIT B – POTENTIAL PROGRAM LIST AS PROVIDED BY CCDD

- a. Multipurpose Building Facilities
  - i. Community Centers
  - ii. Senior Centers
  - iii. Gymnasiums
  - iv. Amphitheaters
- b. League Facilities
  - i. Baseball fields
  - ii. Soccer Fields
  - iii. Football Fields
  - iv. Lacrosse Fields
  - v. Multipurpose Fields
- c. Aquatic Facilities
  - i. Aquatics Centers
  - ii. Community Swimming Pools
  - iii. Splash Pads
- d. Sports Courts Facilities
  - i. Basketball Courts
  - ii. Tennis Courts
  - iii. Pickleball Courts
  - iv. Handball Courts
  - v. Bocce
- e. Dog Parks
  - i. Large Dog Parks
  - ii. Small Dog Parks
- f. Nature Experiences
  - i. Conservation Areas
  - ii. Boardwalks
  - iii. Community gardens
  - iv. Outdoor Fitness Facilities

# **Subsection 7G**

## **Radar Sign**





**Quotation**

Date: 1/29/2024

1220 Kennastone Circle  
Suite 130  
Marietta, GA 30066

<b>PROPOSED BY:</b>	
Name	Tim Lehman
Phone	(678) 965-4814 Ext. 109 M: 678-468-7290
Email	tlehman@radarsign.com

Cloud Admin:	
Phone:	
Email:	

<b>PROPOSED TO / BILL TO:</b>	<b>SHIP TO:</b>	
Celebration CDD TC600S	Celebration CDD	Account
313 Campus Street	313 Campus Street	Address
Celebration FL 34747	Celebration FL 34747	City, ST, Zip
(407) 947-1238	(407) 947-1238	Phone
russ.simmons@inframark.com	russ.simmons@inframark.com	Email
Russ Simmons	Russ Simmons	Attention

<b>P. O. NUMBER</b>	<b>TERMS</b>

LINE #	QTY	PART #	DESCRIPTION	PRICE EACH	TOTALS
1	1	TC-600 S	Solar Power Radar Sign 13" Full Matrix Display: speeds readable at 600 feet 13" LED display - superbright amber with est. 100,000 hour life Two 12V 18 amp hour AGM batteries, provides up to 12 days backup operation K Band radar, meets FCC Part 15 rules, detection range up to 1200 feet "SLOW DOWN" & "TOO FAST" speeder alert messages, plus 3 levels of flashing speeds 3/8" thick Bashplate™ (provides the ultimate in vandal protection of sign) Standard timers allow up to 5 settings per day Possum Switch™ allows sign to go dark for 30 minutes if assaulted with force Wi-Fi wireless transmitter, communication range up to 300 feet, No internet required	\$3,695.00	\$3,695.00
			Included	Included	
2	1	RS019	Standard faceplate, 28" x 33", 4" lettering: (White RS019, Fl. Yellow/Green RS020, Orange RS021, OR Yellow RS022)	Included	\$0.00
3	1	AA041	50 watt solar panel, standard, Includes mounting bracket (AA003)	Included	\$0.00
	0		Additional Options		
4	1	AA073	Optional: Heavy Duty Lock for Universal Pivot Bracket TC-600 Only	\$30.00	\$30.00
5	0	AA061	Optional: Simulated Camera Flash & White Strobe	\$90.00	\$0.00
6	0	AA099	Optional: Red/Blue Strobe alert (Police Flash)	\$90.00	\$0.00
7	1	AA100	Optional: Strobe Bundle (Alternating Red/Blue, White Simulated Camera Flash)	\$180.00	\$180.00
8	0	AA068	Optional Message Alert: Smiley face 😊	\$90.00	\$0.00
9	0	AA069-L	Optional Message Alert: Left Chevrons <<<	\$90.00	\$0.00
10	0	AA069-R	Optional Message Alert: Right Chevrons >>>	\$90.00	\$0.00
11	0	AA070	Optional Message Alert: SHARP CURVE	\$90.00	\$0.00
12	0	AA083	Optional Message Alert: SCHOOL ZONE	\$90.00	\$0.00
13	0	AA082	Optional Message Alert: THANK YOU	\$90.00	\$0.00
14	0	AA071	Optional Message Alert: FINE \$XXX (Customer selects amount with order) - Not Available With Cellular	\$90.00	\$0.00
15	0	AA067	Optional: Date/Time Calendar Programmer: (Set operation by date for entire year)	\$90.00	\$0.00
16	0	AC026	Mounting Options: SS pipe clamp set (2) fits to 2.5" to 4" OD (small round pole) Used for mounting sign, solar panel bracket or sign extender bracket (Qty 2 per package)	\$12.00	\$0.00
17	0	AC027	Mounting Options: SS pipe clamp set fits 4" to 6" OD (medium size round pole) Used for mounting sign, solar panel bracket or sign extender bracket (Qty 2 per package)	\$14.00	\$0.00
18	2	AA048	Mounting Options: Universal Bolt Mounting Kit - Used on square post or U-Channel post. Qty 2 per pack	\$4.00	\$8.00
20	1	StreetSmart	Optional: StreetSmart Data Collection Lifetime license (per sign) 35 charts, graphs, and tables included. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. <b>No recurring fees.</b> Required to access traffic data.	\$275.00	\$275.00
	0		Additional Solar Upgrade Panel Options		
23	0	RP005	Upgrade to 80 watt solar panel (add AA002 mounting bracket to quote)	\$100.00	\$0.00
27	0	AA002	Required Mounting bracket for 65 - 80 watt solar panels	\$100.00	\$0.00
28	1	2YearWarranty	Two year warranty (includes parts & labor and backup batteries)	Included	Included
29	0	SHP-LIFTGATE	Lift Gate (If Needed)	\$100.00	\$0.00
30	1	SHP-600	Ground Shipping for TC-600 Series	\$145.00	\$145.00

* Quote valid for 30 days. Pricing does not include any international taxes, fees, or duties.			TOTAL US\$	\$4,333.00
Minimum re-stock fee: 15%.			Sales Tax Rate:	0.000%
			Grand Total:	\$4,333.00
<b>TOTALS</b>				

US State sales tax must be collected unless you provide a sales tax exempt form.

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

Print Name/Title \_\_\_\_\_

Date \_\_\_\_\_



Certified Quality System  
ISO 9001:2015



100% MUTCD Compliant  
Radar Speed Signs



Proudly Engineered &  
Manufactured in the USA

# **Subsection 7H**

## **Proposal from SÖLitude**

## **SERVICES CONTRACT**

CUSTOMER NAME: Celebration CDD  
SUBMITTED TO: Angel Montagna  
CONTRACT DATE: February 13, 2024  
SUBMITTED BY: Jason Jaszczak  
SERVICES: Canna Planting

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The total fee for services is **\$7,480.00. Price is valid for 60 days from the contract date.** The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SOLITUDE LAKE MANAGEMENT, LLC.

Celebration CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

\_\_\_\_\_

**Please Mail All Contracts to:**

**1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



### **SCHEDULE A - SERVICES**

*Planting of 5,500 Canna 2.5 feet to 4 feet tall along the red lined areas shown below on the map. The open gaps will be filled in.*

#### **General Qualifications:**

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



# **Subsection 7I**

## **Street Sweeping Agreement Renewal**

**STREET SWEEPING SERVICES AGREEMENT**  
**(CELEBRATION CDD)**

**THIS STREET SWEEPING SERVICES AGREEMENT** (the "Agreement") is made and entered into effective as of the 1st day of February, 2023 (the "Effective Date"), between the **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Chapter 190, *Florida Statutes* (hereinafter referred to as the "District"), whose mailing address is 313 Campus Street, Celebration, Florida 34747, and **USA SEAL & STRIPE, LLC**, Florida limited liability company (hereinafter referred to as the "Contractor"), whose mailing address is 1602 Resolute Street, Celebration, Florida 34747.

**W I T N E S S E T H:**

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

a. **Agreement.** The Agreement consists of this Street Sweeping Services Agreement, the "Scope of Services" attached hereto as Exhibit "A" and the Service Schedule attached hereto as Exhibit "B." The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, term sheets, proposals or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Sections 6 and 27. In the event of any conflict between the terms herein and the terms in the exhibits attached hereto, the term(s) herein shall prevail.

b. **Services.** The term "Services" as used in this Agreement shall be construed to include all services set forth in Exhibits "A" and "B," including street sweeping, vacuum truck services and providing notice to the District upon completion, and including any addenda or special additions, work orders or other obligations set forth in this Agreement. A "Sweep Service" shall mean the completion of street sweeping for the entire District, (which is composed of multiple villages/neighborhoods). A "Vacuum Service" shall mean the completion of vacuum truck service for the entire District, (which is composed of multiple villages/neighborhoods).

2. **SCOPE OF SERVICES.**

a. A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows:

- i. Exhibit "A," Scope of Services
- ii. Exhibit "B," Service Schedule

3. **COMMENCEMENT OF SERVICES AND TERM.** Contractor shall commence the Services on February 1, 2023 and shall perform the Services in accordance with the Service Schedule attached hereto as Exhibit "B," beginning on the first service date after the date of commencement and

extending for a period of one year. This Agreement may be renewed for two (2) additional one (1) year terms with the approval of the District and the Contractor.

4. DISTRICT MANAGER.

a. The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Angel Montagna c/o Inframark Management Services, Inc., whose mailing address is 313 Campus Street, Celebration, Florida 34747, Attention: Angel Montagna; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement. To be effective, such change in authorization represented must come from District Counsel or the District Chairman.

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

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO PAYMENT.

a. The District agrees to pay the Contractor for the Sweep Service Two Thousand Seven Hundred Fifty Dollars and 00/100 (\$2,750.00) "per Sweep Service." It is intended that 33 total Sweep Services shall be performed during the one year term of this Agreement. However, depending upon weather conditions, vehicle availability, Work Authorizations and other possible issues, more or less than 33 services may actually occur; payment will be made for each actual "per Sweep Service." In addition to the Sweep Services, the District agrees to pay the Contractor for Vacuum Service Four Thousand Dollars and 00/100 (\$4,000.00) per Vacuum Service.

b. The Contractor shall notify the District via telephone or email after the sweep servicing and vacuum servicing for each village/neighborhood completed, for the District to have an opportunity to inspect, pursuant to Exhibit "A."

c. The District shall have the right to inspect and/or review the Sweep Service and Vacuum Service to accept or deny the sufficiency of such Sweep Service and Vacuum Service before payment is required to be made by the District to the Contractor under this Agreement.

d. The Contractor shall provide the District, on the last day of each calendar month, an invoice for Sweep Services and any applicable Vacuum Services performed during that calendar month, along with a monthly report, including two (2) photographs, pursuant to the terms of Exhibit "A."

e. Upon request, but no more than four (4) times each year, the Contractor shall

attend and report to the District's Board of Supervisors at a regularly scheduled Board of Supervisors' meeting.

f. Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for emergency services, changes to the scope of the areas in which services are required, or for any services beyond those set forth in Section 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for services outside the scope of Section 2 unless Contractor has obtained prior written authorization of District to perform the same in accordance with the provisions of this section and Section 6 of this Agreement.

g. The District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Section 2, or as amended in any Work Authorization. Should this occur, a revised Scope of Services and reduced compensation shall be agreed upon in writing by the District and Contractor.

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

a. A Work Authorization shall be in approved, in advance and in writing by the District, which shall consist of additions, deletions, or other modifications to the Agreement. All Work Authorizations shall be signed by both the District and the Contractor.

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

#### 7. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

b. The Contractor warrants to the District that all materials furnished under this

Agreement shall be new unless otherwise specified, and that all Services shall be performed in a good and workmanlike manner, in the high quality customarily required of other contractors in the community, free from faults and defects and in conformance with the Agreement Documents.

**8. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS; CRIMINAL BACKGROUND CHECKS AND DRUG TESTING REQUIREMENTS.**

a. All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects.

b. Contractor shall obtain, for each individual Contractor employs to work in or on the District's premises or the roads within the District, at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

c. Each individual the Contractor employs, who is anticipated to work on the District's premises or the roads within the District, shall be given and shall pass a drug test on an annual basis. Contractor shall maintain copies of said drug tests on file so long as the subject individual(s) remains in the Contractor's employ for the performance of Services under this Agreement. Contractor shall make said drug tests available for District's review upon request. For purposes of this Agreement, a "drug" means an amphetamine; a cannabinoid; cocaine; phencyclidine; a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. For purposes of this Agreement, a "drug test" means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

d. Contractor is an independent Contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

**9. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.**

a. At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders, and shall possess at all times, all

necessary licensee , permits or other authorizations needed to perform the services under this Agreement.

b. Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

c. The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes, regulations and rules of, and applicable to, Contractor.

#### 10. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

a. Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control, pedestrian safety and the handling and use of materials, vehicles, and equipment.

b. The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and a safe environment for the public, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

c. Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

d. Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

11. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

a. Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Management Company, which is currently Inframark Management Services, Inc. (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

b. Keep and maintain public records required by District to perform services.

c. Upon request by District, provide District 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*;

d. 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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

e. Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHOULD IMMEDIATELY CONTACT THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (813) 576-9748, OR BY EMAIL AT [ANGEL.MONTAGNA@INFRAMARK.COM](mailto:ANGEL.MONTAGNA@INFRAMARK.COM) OR BY REGULAR MAIL AT INFRAMARK MANAGEMENT SERVICES, INC. , 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747 ATTN: CELEBRATION DISTRICT PUBLIC RECORDS CUSTODIAN.**

12. E-VERIFY REQUIREMENTS.

a. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statutes, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

b. If the Contractor anticipates entering into agreements with a subcontractor for the

Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor, The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.095(2), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

c. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

### 13. INSURANCE: INDEMNIFICATION.

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

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

ii. Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder; and

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

v. Employers liability, with a minimum coverage level of \$1,000,000.

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



14. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement shall cause or be construed as a waiver of the District's 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.

15. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

16. SAFETY AND PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Sweep Services and Vacuum Services, and shall provide all protection to prevent injury to all persons involved in any way in the Sweep Services, Vacuum Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

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

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

d. Contractor may, at its own cost and expense, place or have placed one dumpster

on or near the District's offices at 313 Campus St., Celebration, Florida; the District shall approve (in its sole discretion) the company providing the dumpster (if the dumpster is not owned by contractor) and the location of the dumpster, in advance. Contractor shall assure that the dumpster is collected promptly after each Sweep Service and Vacuum Service, is not unsightly, nor posing a danger to the public at any time.

e. Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for notifying and reporting to District, as required by the Scope of Services as provided hereunder, to ensure satisfactory work performance.

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

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

19. SUSPENSION OR TERMINATION.

a. Anything in this Agreement to the contrary notwithstanding, the District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. Contractor shall be compensated for all inspected and approved work performed prior to the date of termination.

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

20. SUBCONTRACTORS. If the Contractor desires to employ subcontractors in connection with the performance of its Services under this Agreement, such employment/use shall be approved in advance by the District and:

a. Nothing contained in the Agreement shall create any contractual relationship between the District and any subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the subcontractors related to the Sweep Services and Vacuum Services.

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

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

21. NOTICES.

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

If to District: Celebration Community Development District  
313 Campus Street  
Celebration, Florida 34747  
Attention: Angel Montagna  
Telephone: (813) 576-9748

with a copy to: Latham, Luna, Eden & Beaudine, LLP  
201 South Orange Avenue, Suite 1400  
Orlando, Florida 32801  
Attention: Jan Carpenter, Esq.  
Telephone: (407) 481-5872

If to Contractor: USA Seal & Stripe, LLC  
1602 Resolute Street  
Celebration, Florida 34747  
Attention: Jeff Jarzombek  
Telephone: (407) 780-8220

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

the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

22. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

23. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will follow the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

24. TERM. The District desires to employ the services of Contractor to perform the herein described Services for a period beginning on the date as described in Section 3 and ending on the date which is 365 days following such date of commencement. Thereafter, the parties have the option of renewing the contract under the same terms set forth herein for two additional one year periods.

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

26. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term, or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

27. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire Agreement made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

28. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the Work to be performed under the Agreement shall be of the essence of the Agreement.

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

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same Agreement.

*[Signatures on following page.]*

**SIGNATURE PAGE TO  
STREET SWEEPING SERVICES AGREEMENT  
(CELEBRATION CDD)**

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

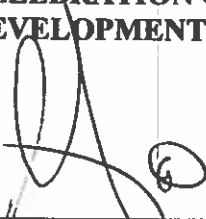
**CONTRACTOR:**

**USA SEAL & STRIPE, LLC**

  
\_\_\_\_\_  
Jeffrey Jarzombek  
Managing Member

**DISTRICT:**

**CELEBRATION COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Print: Greg Flak  
Chairman/~~Vice-Chairman~~

## **EXHIBIT "A"**

### **Scope of Services**

All Sweep Services shall commence at 5:30 a.m. on each date specified in the Service Schedule attached to this Agreement as Exhibit "B," with services starting in Celebration Village and downtown, then proceeding to North Village, West Village, Lake Evelyn, South Village, Roseville Corner, Aquila Reserve and Artisan Park (collectively, the "District"). Contractor shall perform a total of thirty- three (33) sweep services per year on the dates specified in the Service Schedule attached to this Agreement as Exhibit "B."

Each sweep service of the entire Service Area shall be completed within a period of two (2) days. Contractor shall notify the District's Manager (or its representative as designated in writing by the District Manager in advance) via phone or email as service in each village/area of the Service Area is completed so that the District has an opportunity to inspect the Sweep Services of each village/area of the District. An inspection is required to approve payment by the District.

Contractor shall submit a monthly report of its Sweep Services to the District for inclusion in the Agenda packages for the District's Board of Supervisors meetings, which shall include two (2) photographs of each village/area within the Service Area: one photograph taken before the Service is completed and one photograph taken after Service is completed.

Contractor is permitted to place one (1) dumpster near 313 Campus Street, Celebration Florida, as further described in the Agreement. The dumpster is to be collected promptly after each Sweep Service is completed.

**EXHIBIT "B"**

**Service Schedule**

**February 2023**

February 3, 2023  
February 10, 2023  
February 17, 2023  
February 24, 2023

**March 2023**

March 3, 2023  
March 10, 2023  
March 17, 2023  
March 24, 2023  
March 31, 2023

**April 2023**

April 7, 2023  
April 14, 2023  
April 21, 2023  
April 28, 2023

**May 2023**

May 12, 2023

**June 2023**

June 16, 2023

**July 2023**

July 21, 2023

**August 2023**

August 18, 2023

**September 2023**

September 15, 2023

**October 2023**

October 13, 2023  
October 20, 2023  
October 27, 2023

**November 2023**

November 3, 2023  
November 10, 2023  
November 17, 2023  
November 24, 2023

**December 2023**

December 1, 2023  
December 8, 2023  
December 15, 2023  
December 22, 2023  
December 29, 2023

**January 2024**

January 5, 2024  
January 12, 2024  
January 19, 2024  
January 26, 2024



# **Section 8**

## **Regular Reports**

# **Subsection 8B**

## **Field Manager: Monthly Report**

# PROJECT 2/6/24, 1:05 PM

Tuesday, February 6, 2024

Type text here

Prepared For Celebration Board

80 Items Identified

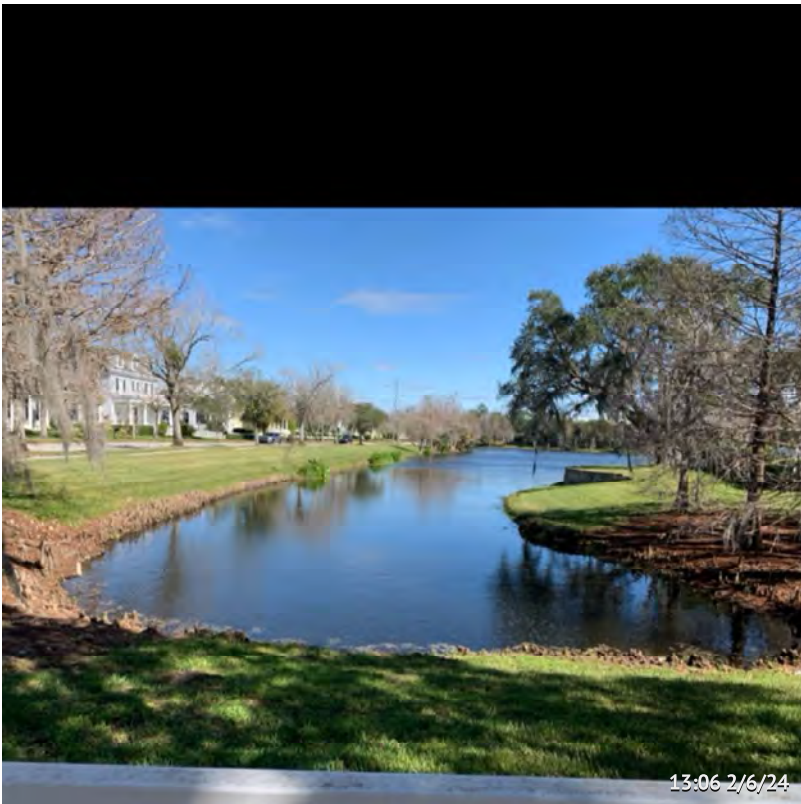
Russ Simmons -Field Manager Celebration  
Inframark





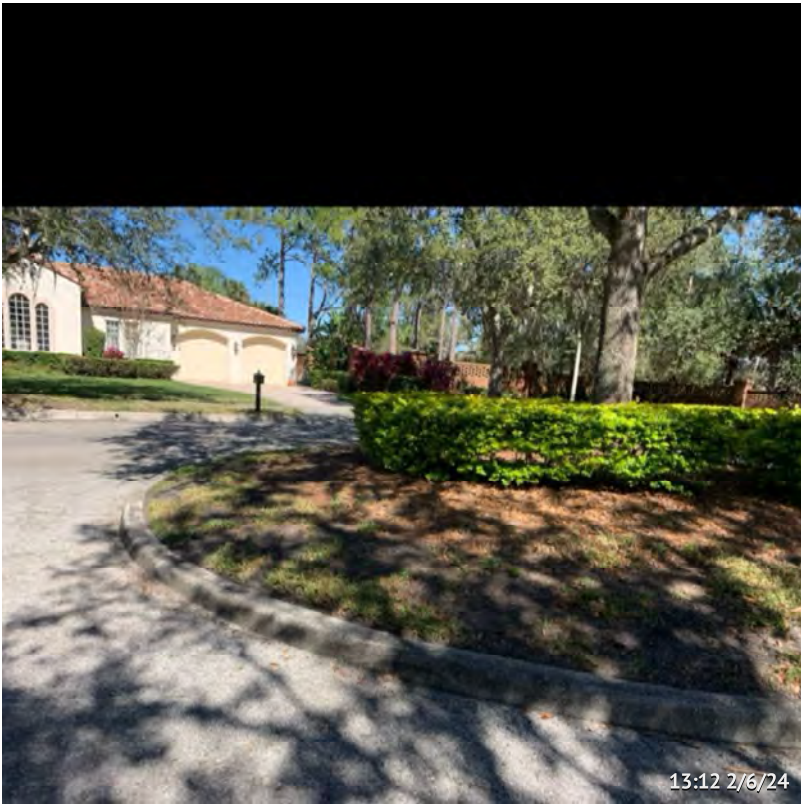
**Item 1**

Assigned To Solitude  
Acadia West



**Item 2**

Assigned To Solitude  
Acadia East



### Item 3

Assigned To United

Sod looks terrible 100 Acadia Terrace

Estimate to be provided.



### Item 4

Assigned To United

Sod looks terrible need to add bogenvilla Acadia lane and terrace

Estimate to be provided.



**Item 5**

Assigned To United  
Few dead plants along wall north  
village

Estimate to be provided.



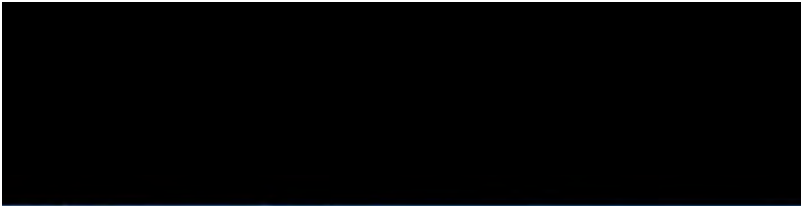
**Item 6**

Assigned To Sitex/ United  
Circle pond



**Item 7**

Assigned To Country  
Replacing curbs



**Item 8**

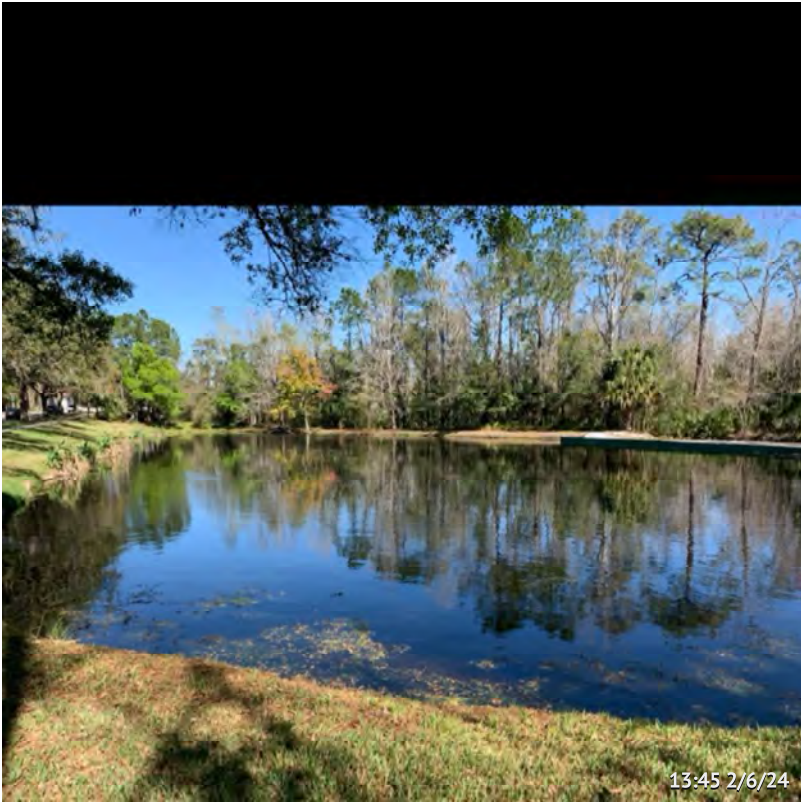
Assigned To Florida Green  
Trees get trimmed 2 weeks





**Item 9**

Assigned To United  
Observation



**Item 10**

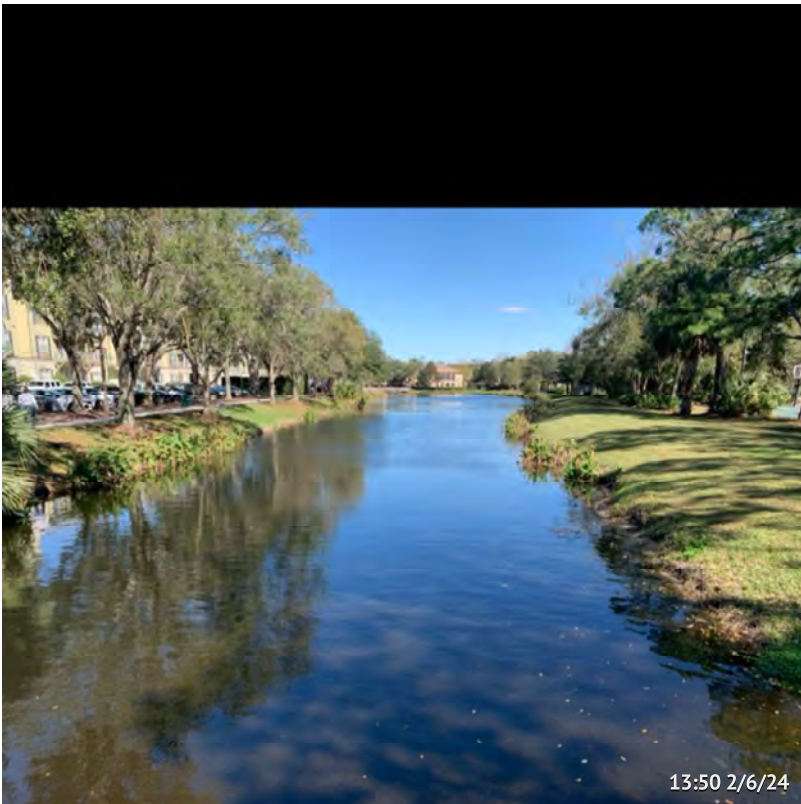
Assigned To Solitude  
Golf park @ celebration Ave





**Item 11**

Assigned To Solitude  
Lake Reinhardt



**Item 12**

Assigned To Solitude  
East Reinhardt bridge



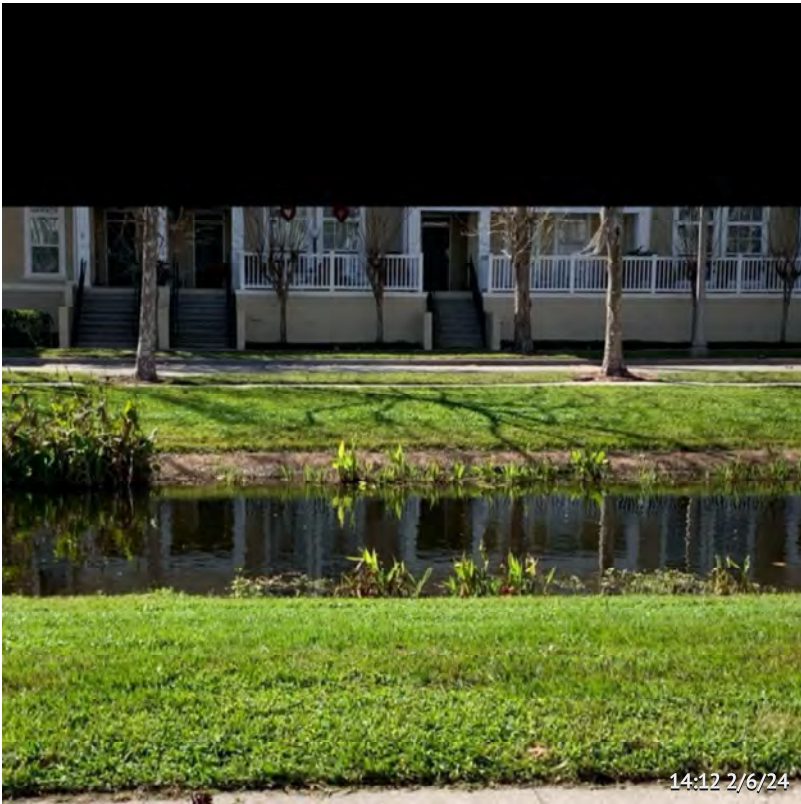
**Item 13**

Assigned To Water Street Condos  
There vendor broke sidewalk several places



**Item 14**

Assigned To United  
Observation



**Item 15**

Assigned To Solitude  
Need to fill in bare spots were  
cannas died



**Item 16**

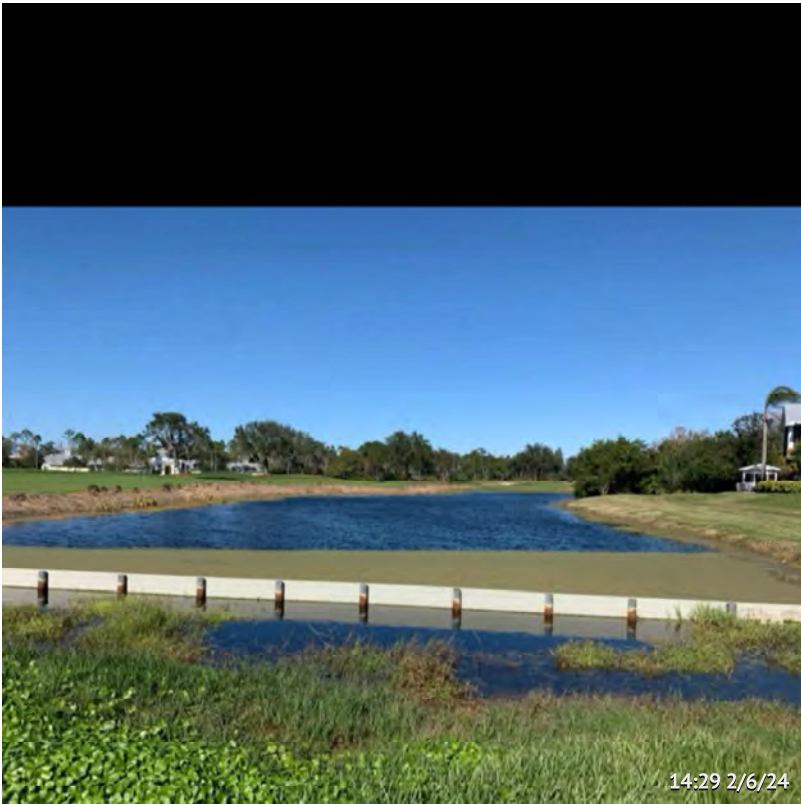
Assigned To CDD  
Ready for painting



**Item 17**  
Assigned To United  
Observation



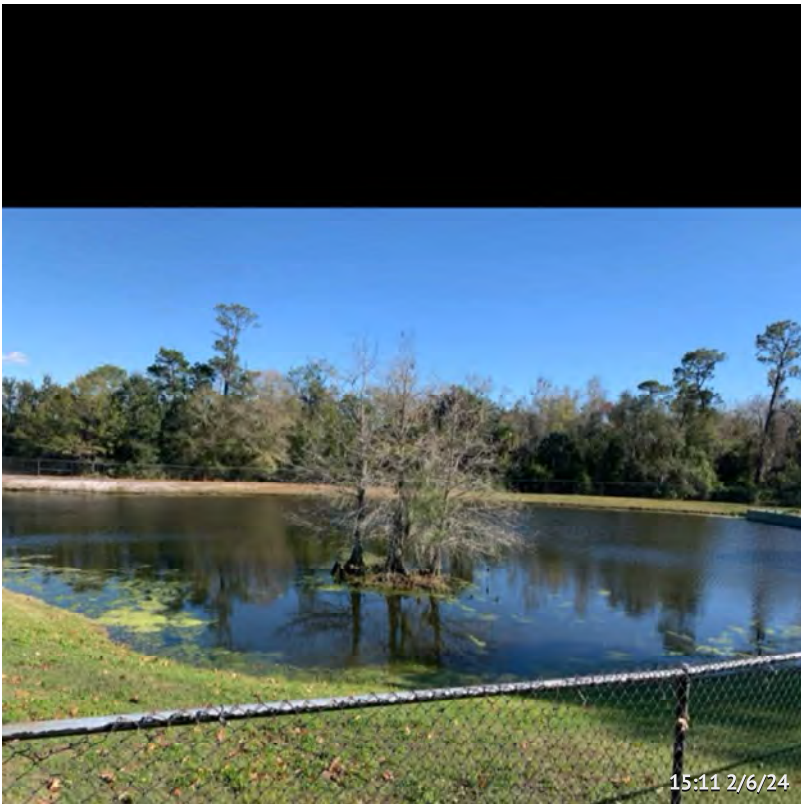
**Item 18**  
Assigned To Solitude  
Jasmine south pond



**Item 19**

Assigned To Solitude

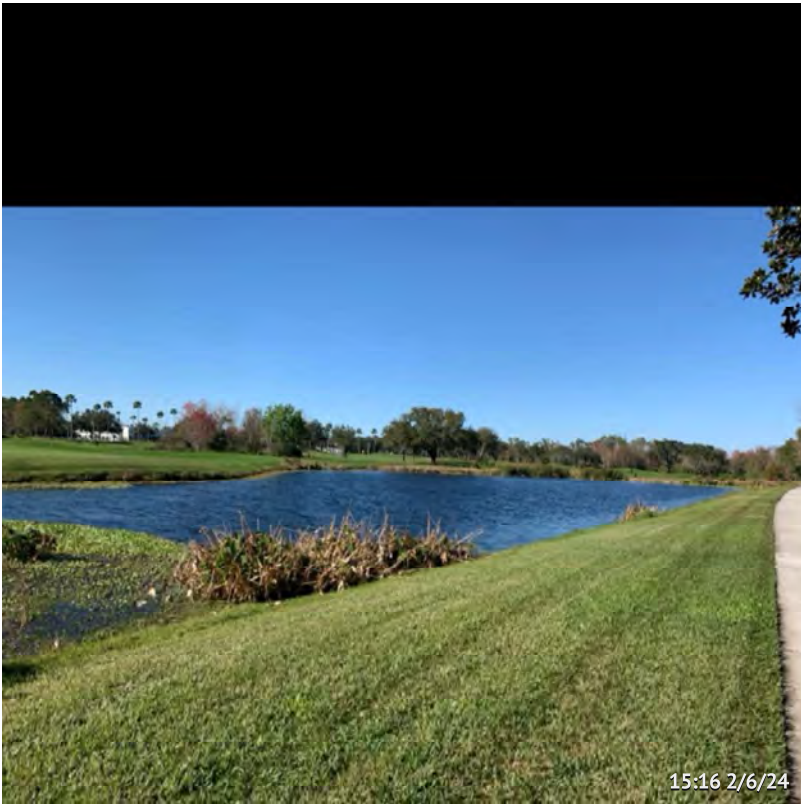
Jasmine North pond has duck weed



**Item 20**

Assigned To Solitude

K-8 pond



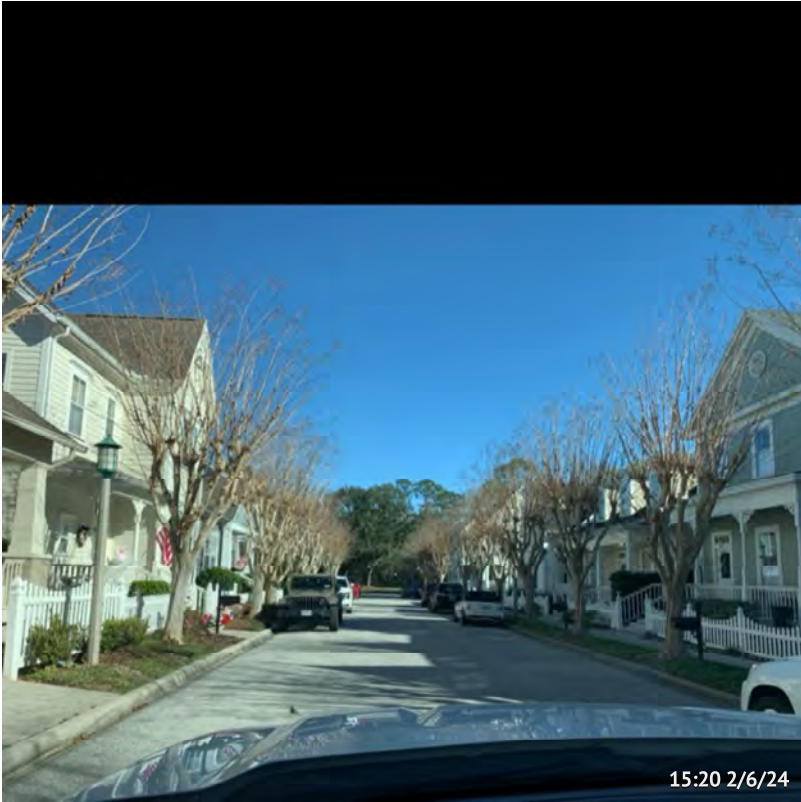
**Item 21**

Assigned To Solitude/ United Westpark



**Item 22**

Assigned To Solitude Westpark



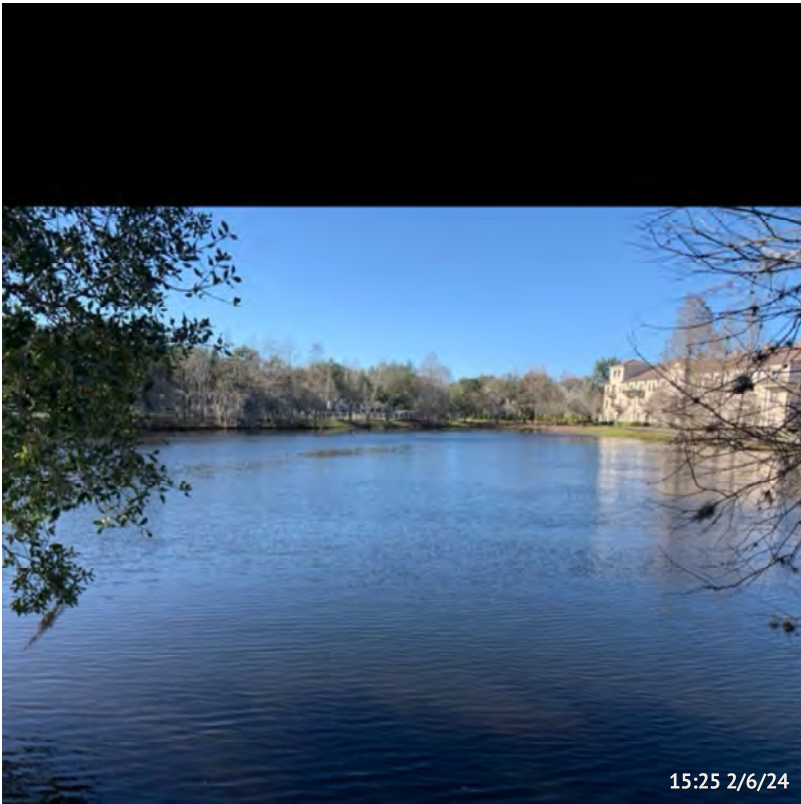
**Item 23**

Assigned To Florida Green  
Trimming coming soon lake Evelyn



**Item 24**

Assigned To Solitude  
Lake Evelyn



**Item 25**

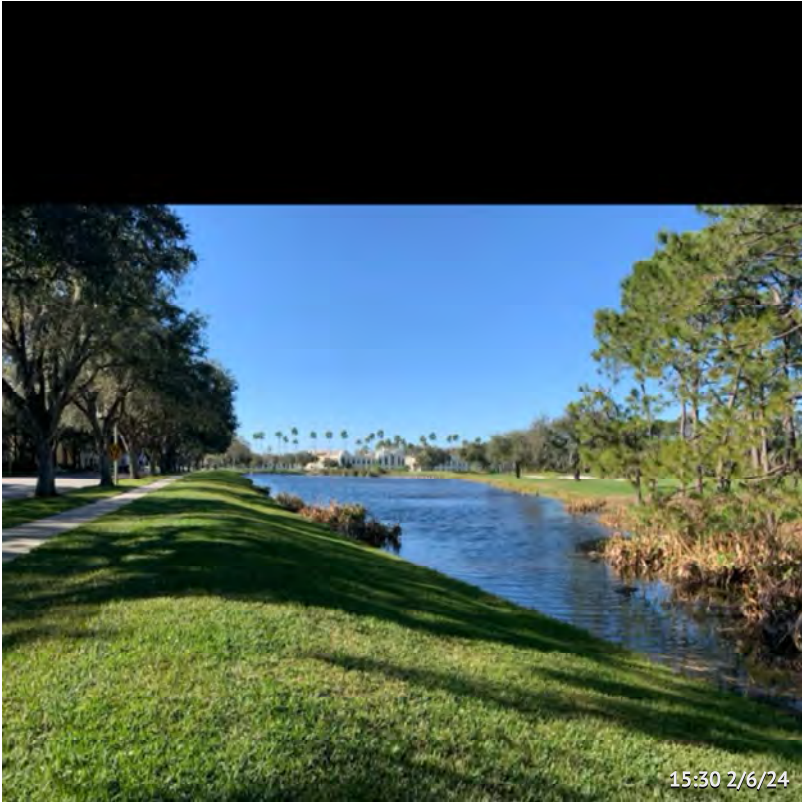
Assigned To Solitude  
Waterside @ Celebration Ave



**Item 26**

Assigned To Solitude/ United  
Waterside drive





**Item 27**

Assigned To Solitude/ United Waterside



**Item 28**

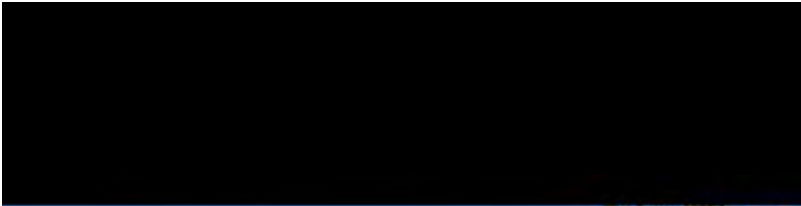
Assigned To United New annuals waterside



**Item 29**

Assigned To Solitude

Spring park West has lots of grasses



**Item 30**

Assigned To Solitude

Spring park East has algae



**Item 31**

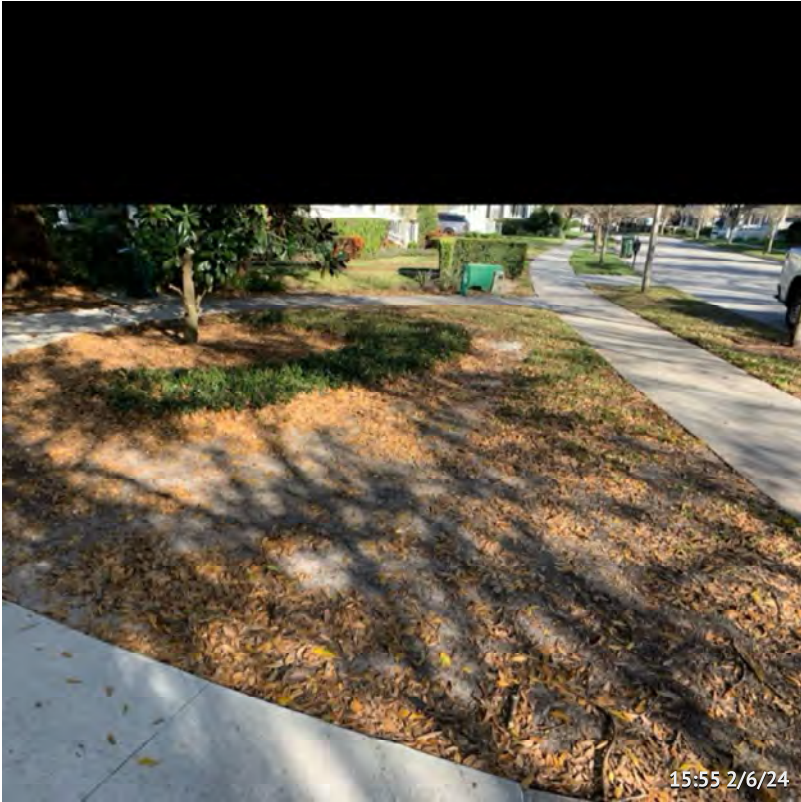
Assigned To United  
Spring park ant hills

Continued maintenance item.



**Item 32**

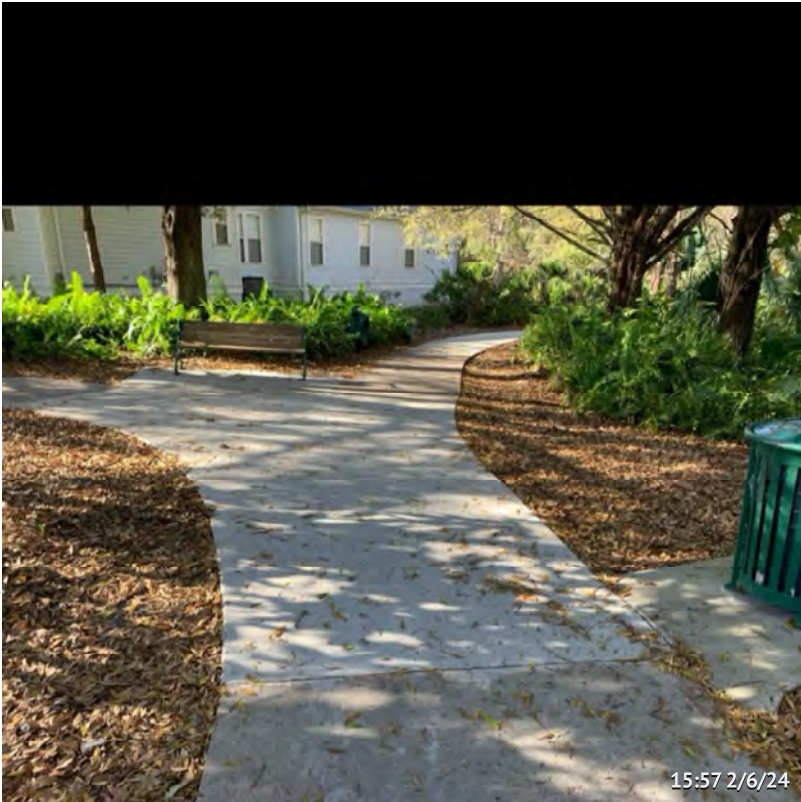
Assigned To RSP Painting  
Painting light fixtures



**Item 33**

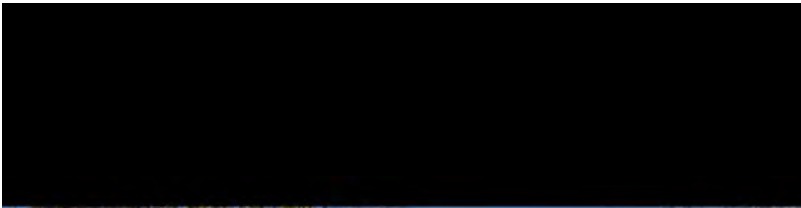
Assigned To United  
927 Spring Park Loop area needs help

Estimate to be provided.



**Item 34**

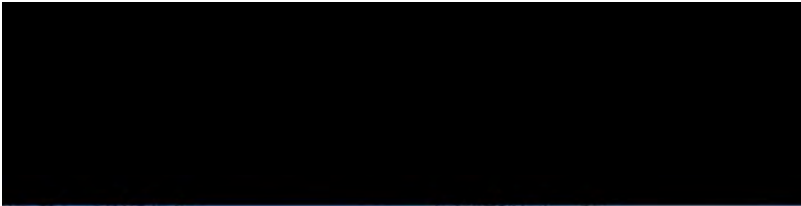
Assigned To K&D Concrete  
927 Spring Park Loop area replaced lots of concrete and moved bench due to oak tree



**Item 35**

Assigned To CDD

Need to paint

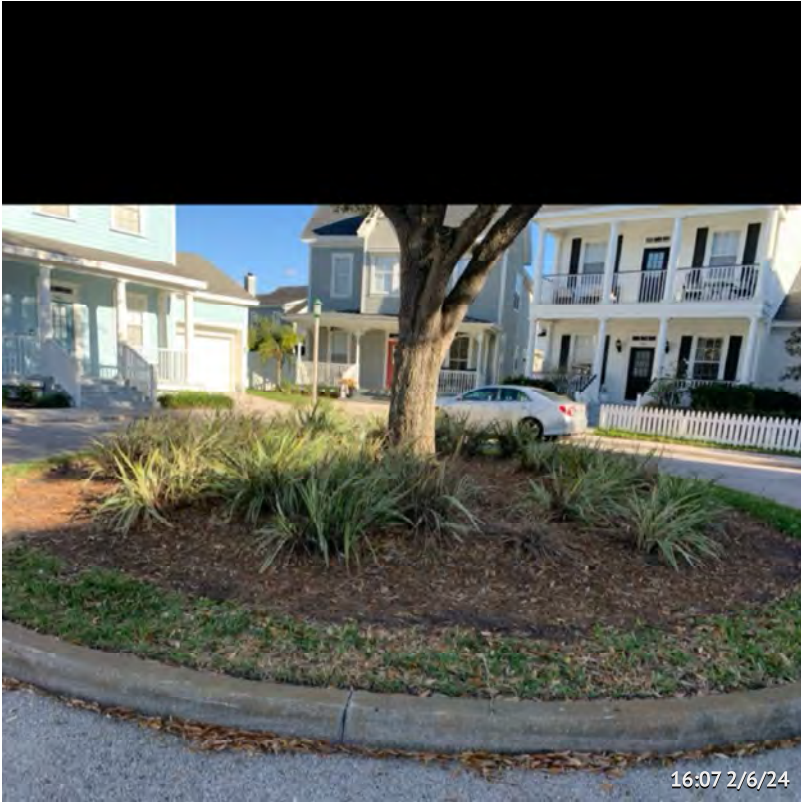


**Item 36**

Assigned To Solitude

Spring park loop



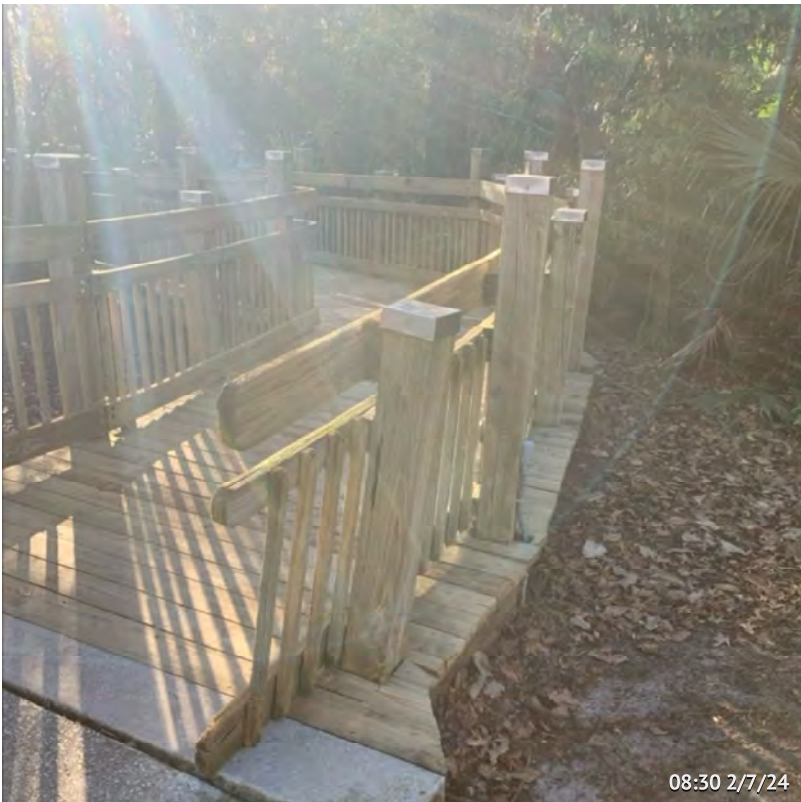


**Item 37**

Assigned To United

1 dead plant yew court

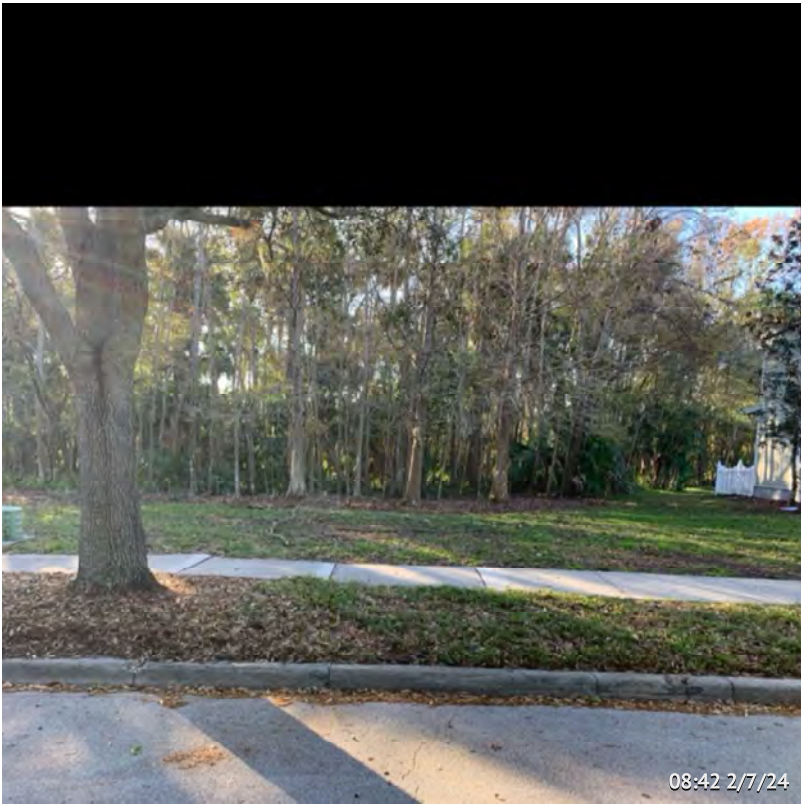
Estimate to be provided, with recommendations.



**Item 38**

Assigned To CDD

Rotten post maiden terrace



**Item 39**

Assigned To United

Need upgrade next to 1027 Jeater Bend

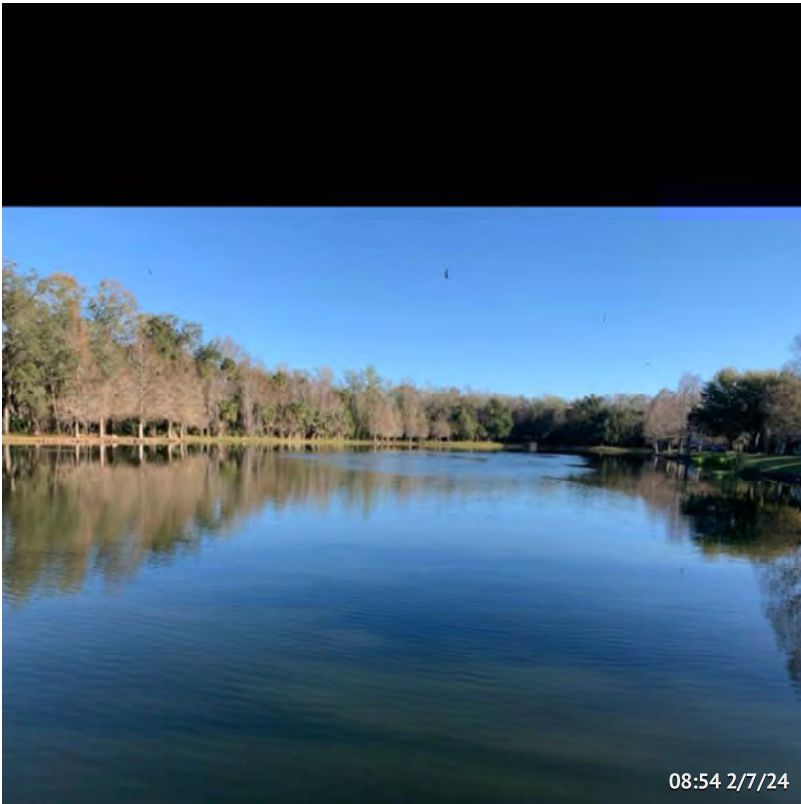
**Estimate to be provided.**



**Item 40**

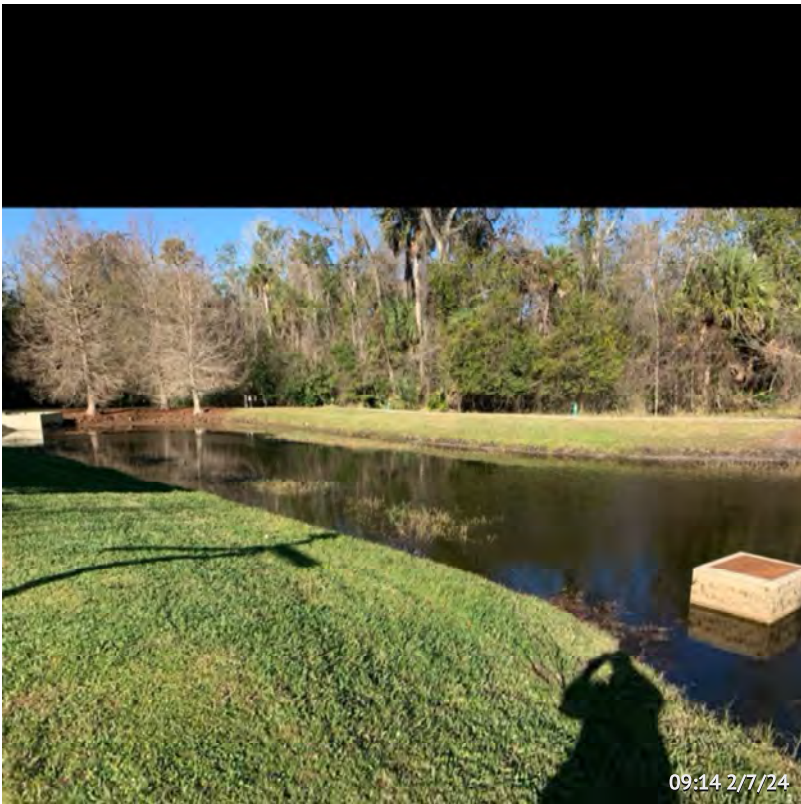
Assigned To Solitude

Aquila loop behind 1027



**Item 41**

Assigned To Solitude  
Aquila Loop



**Item 42**

Assigned To Solitude  
Pond view





**Item 43**

Assigned To United

Should replace 906 green lawn

**Estimate to be provided.**



**Item 44**

Assigned To United

829 Oakshadows

**Estimate to be provided.**



**Item 45**

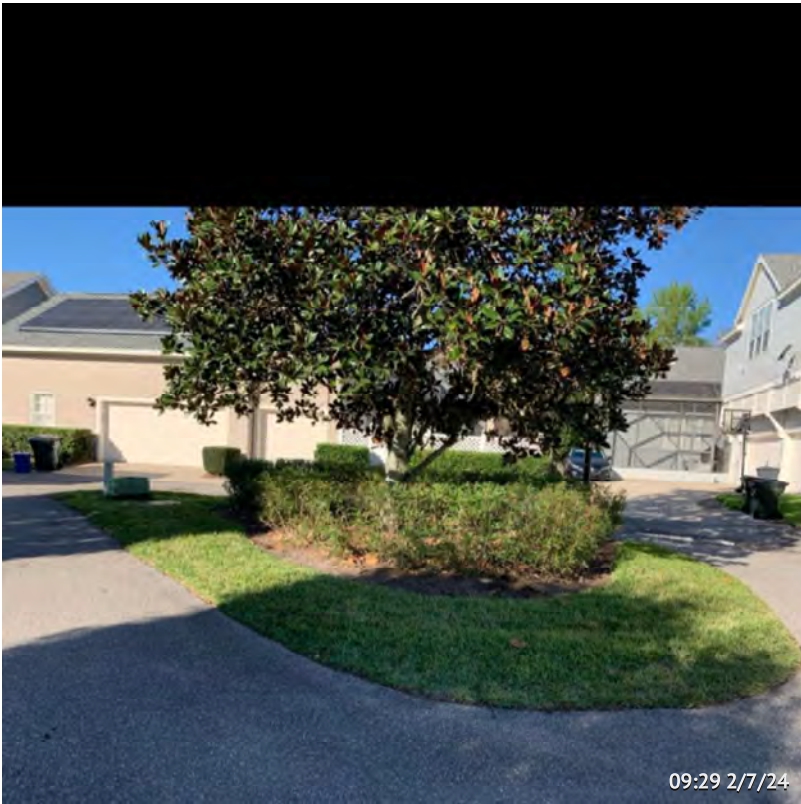
Assigned To United  
Eastlawn alley



**Item 46**

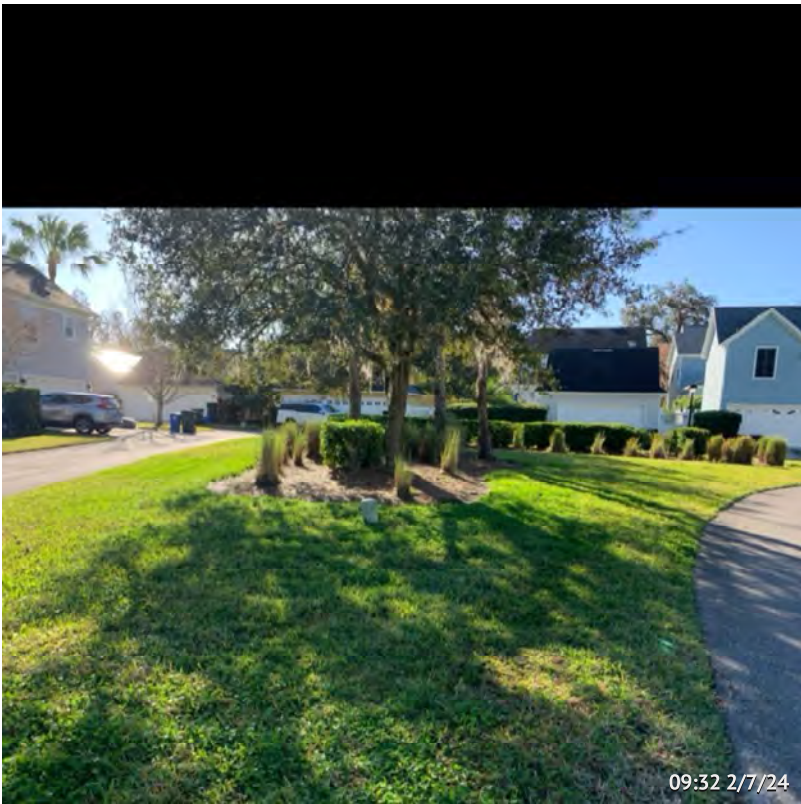
Assigned To United  
Eastlawn alley





**Item 47**

Assigned To United  
Sand lace alley



**Item 48**

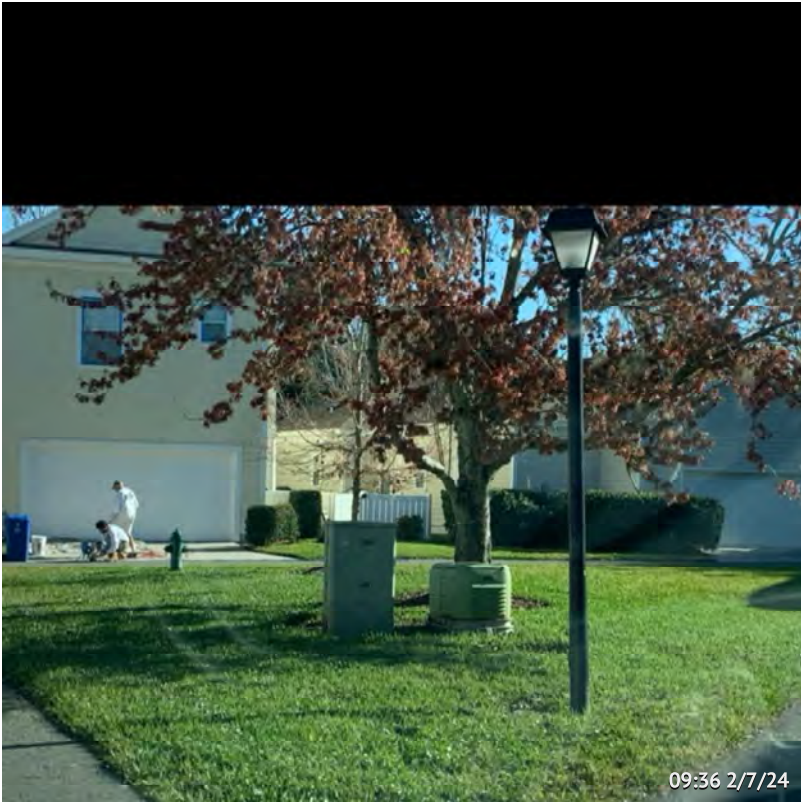
Assigned To United  
Morning glory alley



**Item 49**

Assigned To United

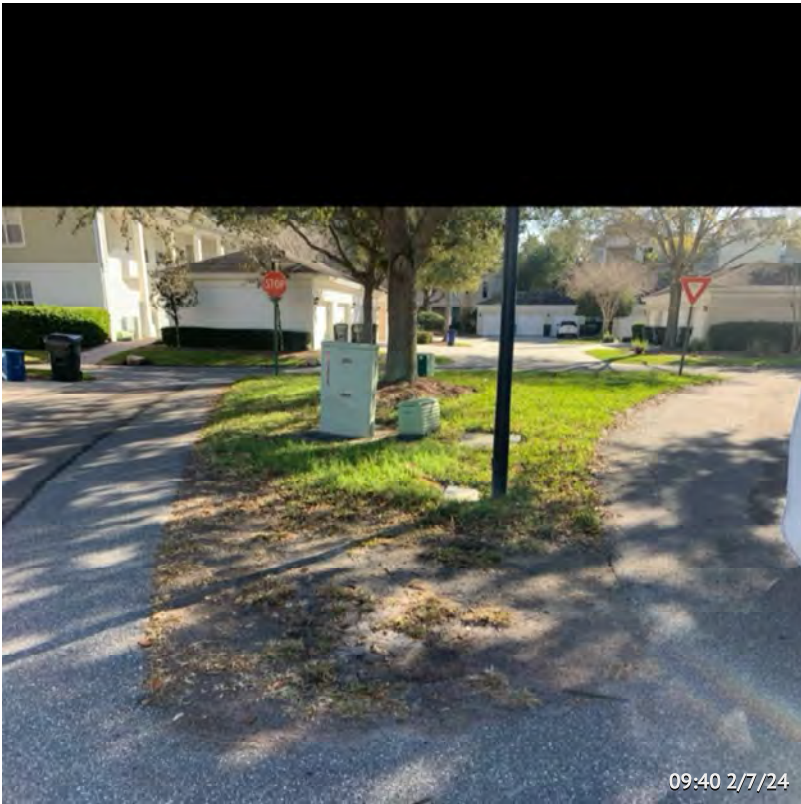
Also basketball hoops deer woods alley



**Item 50**

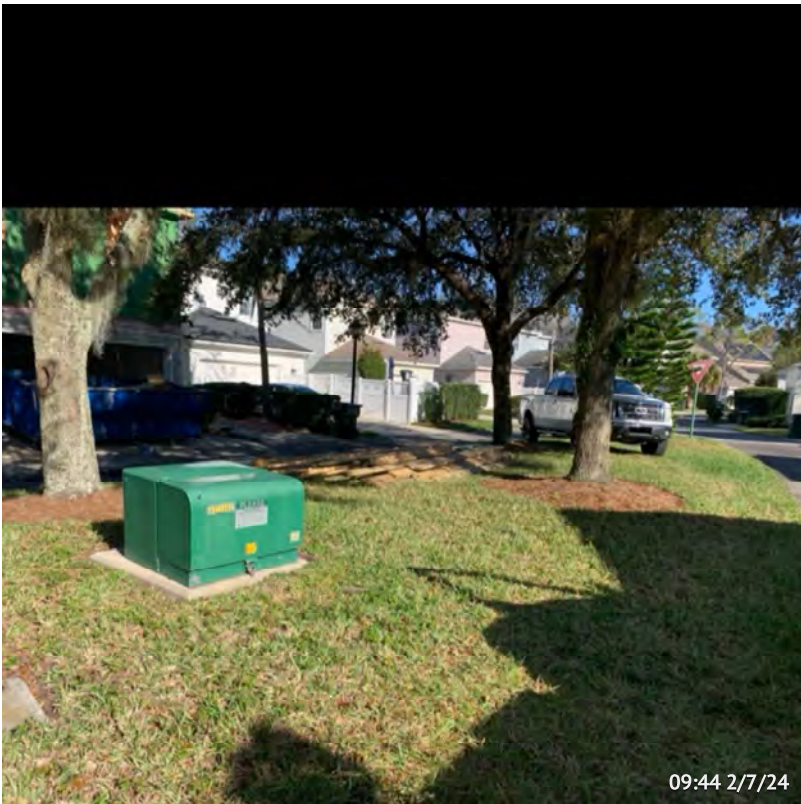
Assigned To United

Oak pond alley



**Item 51**

Assigned To United  
Indigo alley



**Item 52**

Assigned To CROA  
Ask them to move all stuff off  
median 1141 indigo



**Item 53**

Assigned To United/ Solitude  
Old blush



**Item 54**

Assigned To Juniper  
Jewel palm died under warranty  
banks rose court



**Item 55**

Assigned To Solitude  
Artisan North



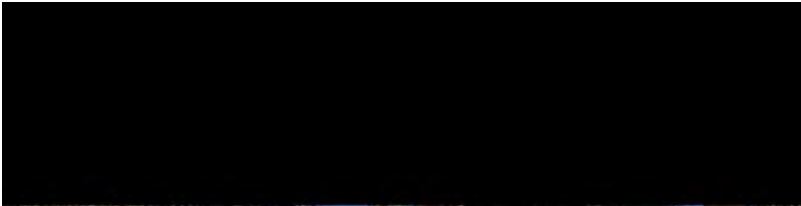
**Item 56**

Assigned To Solitude/ United  
Artisan South



**Item 57**

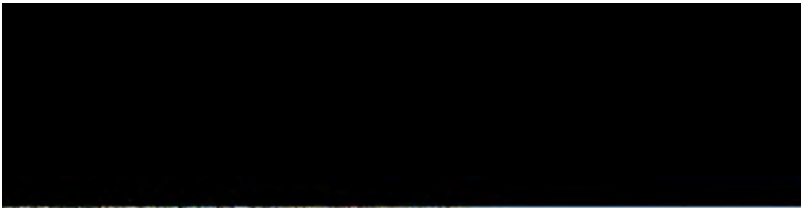
Assigned To Solitude  
Wilde drive



**Item 58**

Assigned To Solitude  
Ampatheater





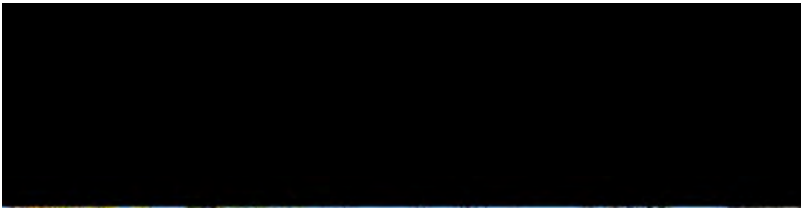
**Item 59**

Assigned To Solitude  
Hubbard pond



**Item 60**

Assigned To Solitude  
Stickley pond



**Item 61**

Assigned To Solitude  
Roycroft pond



**Item 62**

Assigned To United  
Bldv west of water side



**Item 63**

Assigned To Gas Company  
Access to work area



**Item 64**

Assigned To Gas Company  
Area to be worked on





**Item 65**

Assigned To Solitude  
World drive pond



**Item 66**

Assigned To United  
World drive annuals



**Item 67**

Assigned To Solitude/ United  
Blvd pond



**Item 68**

Assigned To CDD  
Pump delivered yesterday



**Item 69**

Assigned To United  
Island village ant hills everywhere

Continued maitenance item.



**Item 70**

Assigned To ?  
Trash dump need gates



**Item 71**

Assigned To ?

SAL pic



**Item 72**

Assigned To ?

Same



**Item 73**

Assigned To ?

More



**Item 74**

Assigned To Solitude

Island village





**Item 75**

Assigned To CDD

Broken umbrella vandalism island village



**Item 76**

Assigned To Solitude/ United

Island village



**Item 77**

Assigned To Solitude  
Island village esplanade



**Item 78**

Assigned To United  
Remove drip tubing check around  
both big ponds

**Will be completed week of the 12th**



**Item 79**

Assigned To ?

Corner celebration Ave and sycamore  
condo vendor damaged sidewalk



**Item 80**

Assigned To Nash

Towhee bridge

# **Subsection 8C**

## **Legal Counsel: Memorial Bench Program**

# Celebration Community Development District

## Memorial Program

**POLICY STATEMENT:** The Celebration Community Development District (CCDD) recognizes the need for CCDD landowners to have an opportunity to memorialize an outstanding achievement or the memory of a loved one through the planting of trees or the placement of memorial benches for the entire community to use and enjoy.

**POLICY/PROCEDURE:** This policy was developed to provide a coordinated and consistent approach for accepting and processing memorial requests. Anyone submitting an application (an "Applicant") for a memorial item acknowledges and recognizes that the CCDD Board of Supervisors may approve or disapprove any request at its sole discretion. This policy is limited to CCDD landowners and to memorials placed only those certain open spaces and parks owned by CCDD.

Guidelines established by this policy will apply to all donations made after the effective date of this policy.

### General Guidelines

- The purchase and dedication of any and all memorials shall be funded by CCDD landowners or groups of landowners.
- Memorials representing or depicting a commercial advertisement or purpose shall not be permitted.
- Engraving on all memorial items are limited to a maximum of [4 lines and 15 characters per line].
- The CCDD will have final approval of the wording for the engraving on all memorials.
- Full payment for the purchase and installation of a memorial must be made to the CCDD prior to ordering and installation of the memorial.
- All memorials will be installed by the CDD or a qualified contractor selected by the CCDD.
- The CCDD will not be responsible for the maintenance, repair or replacement of any memorial. The purchaser of the memorial shall release the CCDD for all responsibility for repairs and/or replacement of memorials, due to vandalism, weather, age, disease, or any reason whatsoever. The CCDD may remove any memorial that is in disrepair, in its sole discretion..
- The CCDD has final approval of a requested memorial and the location of the memorial. When determining the approval of a memorial, CCDD may consider proximity to homes, lines of sight, distance to other memorials, safety, maintenance and existing landscaping.
- The CCDD, in its sole discretion, may limit the number of types of memorials and the locations within the CCDD property.
- The CDDD does not make any representation that a payment for a memorial is a charitable deduction by the Applicant for tax purposes. Applicants must contact their own tax advisors.

## Types and Costs for Memorials

### **Memorial Bench**

Wooden Benches – 5ft and 6 ft in size (depending on location)

Metal and Wooden Benches

- The CCDD has selected designs and styles for benches within certain areas of the CCDD. A bench may be purchased with or without a bronze memorial plaque [(4"x6")].
- The cost for the benches will be the District's actual cost for the bench plus a \$\_\_\_ administration and installation fee.
- A memorial bench will only be considered in locations where benches are scheduled to be replaced or where new benches are planned by CCDD.
- [Do we want to allow plaques to be added?]

### **Memorial Tree**

The Celebration Garden Club has agreed to plant trees in certain CCDD parks and open spaces. Interested parties should contact the Garden Club to discuss possible memorial trees.

- The CCDD will work with the Garden Club to select an appropriate tree type for the proposed location. Tree selection must be coordinated with and approved by CCDD. [The tree must be a 30-gallon size with a minimum height of 6 feet.]
- The location of the tree must be approved by CCDD. CCDD staff will work with the Garden Club to choose an appropriate location for a tree, if available.
- [Will plaques be permitted and what style? And size? Granite or bronze?]

**CELEBRATION COMMUNITY DEVELOPMENT DISTRICT  
Memorial Donation Application and Agreement**

\_\_\_\_\_ (the "Applicant" has read the Celebration Community Development District (the "CCDD") Memorial Program and acknowledges and agrees:

- I will be responsible for the cost of the memorial, plus a fee for administration and installation. Commemorative benches must be purchased new or fully renovated by the CCDD. [Memorial plaques cannot be attached to existing benches.]
- The CCDD has no duty to guarantee or maintain the donated item beyond the guarantee given by the manufacturer from whom the benches were purchased.
- The CCDD has no duty to replace a commemorative item that is stolen or is damaged by vandalism, weather, normal wear and tear, age, disease, etc.
- The CCDD has no duty to replace, relocate and reinstall any memorial item that has been removed due to construction, paving, change in landscape design, site safety or maintenance concerns, etc.
- The CCDD staff shall confer with Applicant concerning the location and type of bench; however, the final decision concerning these issues rests with the CCDD.
- All benches donated through this program are the property of the CCDD.
- Not all open spaces or parks are suitable for a bench donation. The CCDD staff will make the final decision regarding bench location, style, and availability.
- The CDDD has not made any representation that a payment for a memorial is a charitable deduction by the Applicant for tax purposes. I must contact my own tax advisor.

Applicant Name: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Memorial Bench type and location requested: \_\_\_\_\_

Cost: \_\_\_\_\_

CCDD Staff Name: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Payment received: \_\_\_\_\_ Date: \_\_\_\_\_

Payment Method: \_\_\_\_\_

# **Subsection 8D**

## **Engineer: Monthly Report**





February 19, 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. Island Village Ph 1A & 1B Alley punchlists walk thru inspections and coord. with Mattamy.
3. Review and corresp. on Florida Gas access & maintenance request.
4. Review and corresp. on 829 Lake Evalyn garage addition and possibly buying CCDD land.
5. Correspondence, review documentation and provide responses for FEMA for Eastlawn pond berm repair.
6. Review Campus and Front street crosswalk addition.
7. Review RFQ packages for master recreation and community center plan.
8. Review and corresp. on Duke energy easement by high school stadium.
9. Island Village Ph 1A pond tract root barrier meeting with Mattamy and NuLeaf.
10. Review Ph 1A & 1B turnover docs, compare tract listing to plats, create tract matrix.
11. Site meeting with CFTOD on Island Village baseball site.

Sincerely,

*Mark Vincutonis*

Mark Vincutonis, P.E.