

**CELEBRATION  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**Tuesday, April 23, 2024**

**Remote Participation:**

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

--or--

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



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

# Agenda

# Celebration Community Development District

## Board of Supervisors:

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



## Staff:

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

## Meeting Agenda

Tuesday, April 23, 2024 – 6:00 p.m.

In accordance with Sections 119.071(3)(a) and 281.301, Florida Statutes, a portion of the regular meeting may be closed to the public, as it relates to the District's security system plan. The closed session is scheduled to begin at 7:30 p.m. but may begin at any time during the regular meeting and is expected to last approximately sixty (60) minutes but may end earlier than expected or may extend longer. When the security system plan agenda item is discussed, the public will be asked to leave. The public will be notified that they may return upon completion of the discussion regarding the security system plan.

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 March 26, 2024, Regular Meeting
  - B. Check Register (*March*)
  - C. Financial Statements (*March*)
7. **Business Matters**
  - A. Event Use Application from Democrats of Celebration Club for Registering Voters
  - B. Acceptance of the Audited Financial Statements for Fiscal Year 2023
  - C. Donation and Memorial Policy
  - D. Proposals for Audio/Visual Upgrades to the Conference Room
  - E. Resident Request to Stock Blue Gill in a Pond on Celebration Boulevard
  - F. Consideration of Agreement with Vigilant/Motorola for License Plate Reader Cameras
  - G. Consideration of First Amendment to Interlocal Agreement with Sheriff (for LPR Cameras)
  - H. Consideration of Draft Agreement with Dix.Hite and Work Authorization #1 for Services
  - I. Resolution 2024-04, General Election
  - J. Consideration of Aquatics Proposals
  - K. Spring Park Fence
  - L. Discussion of Events on the Esplanade
  - M. Revision to Landscaping Services in Certain Easement/Verge Areas
8. **Closed Session: Security System Discussion**
9. **Regular Reports**
  - A. District Manager
  - B. Field Manager
  - C. Legal Counsel: Incidents with Golf Balls and the Golf Course
  - D. Engineer: Monthly Report
  - E. Liaisons
10. **Discussion Items**
  - A. Conversations with Osceola County
  - B. Revision to Audit Committee Charter
11. **Other Business, Updates, and Supervisor Comments**
12. **Public Comment Period**
13. **Adjournment**

*The next budget workshop is scheduled for Tuesday, May 14, 2024, at 6:00 p.m.  
 The joint meeting with CROA is scheduled for Tuesday, May 21, 2024, at 6:00 p.m.  
 The next regular meeting is scheduled for Tuesday, May 28, 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**



Celebration CDD  
 March 26, 2024, meeting

**FOURTH ORDER OF BUSINESS**                      **Public Comment Period**

There being none, the next order of business followed.

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

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

Mr. Don McDonald provided an update on being newly elected as CROA President, wanting CROA and the District to work together more, conducting a master plan and possibly merging that into the District's master park planning charette process, conducting a survey, and Mr. McLaughlin attending a meeting with the condominium council.

**B. Incorporation**

Ms. Carpenter reviewed conference calls with the consultant and outside counsel, the report continues to be amended, but it is not ready to be presented to the Board yet.

Discussion ensued regarding the timeframe not being ready for a vote November 2024, has to be put out to the Legislature and the local delegation for recommendation to go to referendum, unknown about CROA's willingness to contribute its parks, and needs to be complete this fall to be a referendum November 2026.

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

Discussion ensued regarding no reports provided in the agenda package, incidents provided months ago but not provided recently, which sheriff's office personnel can prepare and provide a monthly report, no need for identifiable details but just incidents and dates, Celebration in two zones, and reports to be provided.

Further discussion ensued regarding scooters and motorized vehicles, impacts on school property, question of enforcement, request for short page of information for the community, desire for a final answer instead of continual conversations, need for enforcement guidelines for scooters, and request for an answer for the April agenda.

**D. SŌLitude Lake Management**

Mr. Alan Wilson reviewed issues relayed to them and most have been resolved. Spring Lake and Eastlawn will be addressed again shortly.

Discussion ensued regarding timing of treatments and effectiveness on duckweed. If after ten days it still looks bad, then it needs to be raked out or otherwise removed. Ponds were designed to have aquatic plants in littoral zones. Comments were discussed regarding the pond in Aquila Reserve, possibility to relocate the littoral shelves, maintenance of 15-foot buffer that goes dry, odor issues, potential plantings to absorb the odor, stagnant water, not deep enough for an aerator, concerns about mosquitoes, possibility to install a well to help reduce the odor, review permits to see if plants are required, and a four-inch well does not need a permit.

Celebration CDD  
 March 26, 2024, meeting

Further discussion ensued regarding dredging the pond that returned shortly thereafter, which will be addressed tomorrow. Proposal for canna plantings was received but not included on the agenda. Surveys done regarding aerator proposals for additional ponds. Agreement renewal is coming up, and SOLitude asked if something would prevent that from happening. The Board requested better follow-up and communication. Ponds tend to get out of control in the spring, and the

**SIXTH ORDER OF BUSINESS**                      **Consent Agenda**

**A. Minutes of February 7, 2024, Special Meeting; February 27, 2024, Regular Meeting; March 4, 2024, Mobile Workshop; and March 5, 2024, Budget 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.  
 Mr. Hulme seconded the motion.

Discussion ensued regarding being over budget on the following items: insurance due to increased premiums, engineering due to alley paving and other projects, and legal fees due to incorporation and other projects. The Board requested an alert when going over budget. Further discussion ensued regarding trends to know if budget line items will be under or over budget. A threshold of 20% has been established in the budget, and the Board requested that also be included in the financial statements beginning with March financials.

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

**SEVENTH ORDER OF BUSINESS**                      **Business Matters**

**A. Farmer’s Market Musician Request**

Mr. Filak reviewed the original event use application that the Board denied and conveyed the Board’s discussion with Mr. Mike Nunez.



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Discussion ensued regarding noise concerns, type of music, low-key background music, they set up in a tent on the roadway, no complaints received from residents, music heard all over downtown from other events, suggestion to try allowing them on the esplanade, question why they need to be on District-owned property instead of the road or CNOA property, frequent use of District property for events with no event use application submitted, certain events grandfathered into the policy, allowing for-profit operations for new applicants would require a change in policy, enforcement of sidewalk use, and the event policy to be distributed to the Board.

Mr. McLaughlin made a MOTION to the event use application for farmer’s market to allow live music on the esplanade.  
 Mr. Touzin seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the event use application for farmer’s market to allow live music on the esplanade.

**B. Celebration News Article for May**

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

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

**C. Three-Year Pricing from USA Seal & Stripe for Street Sweeping**

Discussion ensued regarding the price remaining the same for three years.

Mr. McLaughlin made a MOTION to approve the proposal from USA Seal & Stripe for three-year pricing for street sweeping services.  
 Mr. Hulme seconded the motion.

Upon VOICE VOTE, with all in favor, approval was given to the proposal from USA Seal & Stripe for three-year pricing for street sweeping services.

**D. Discussion of Letter of Intent with Osceola County (“County”) School Board (“School Board”)**

Mr. Filak reviewed the history of conversations with the School Board, change in legal counsel, the school is interested in a shared-use agreement, and safety concerns.

Celebration CDD  
 March 26, 2024, meeting

Discussion ensued regarding The Celebration Company (“TCC”) has right of first refusal to buy back school property but probably not interested, find out if TCC will waive that right, Mr. Touzin’s conversations of support with Mr. Todd Rimmer, questions to be addressed, options for sale of property, purchase and lease-back option, Ms. Carpenter to provide list of options, recommendation for the Board to review and approve a letter of intent, anticipated timing working with TCC and their counsel, recommendation that any letter to the County be approved by the Board in a meeting, possible need to schedule additional meetings and comparison of County’s meeting schedule, request to not rush and have the full Board receive and review the information, meetings can be advertised in case they are needed but can be canceled, upon receipt of an answer from TCC then counsel can prepare a first draft of the letter of intent with Supervisors providing comments at any time, schedule for school board meetings, and suggestion for staff to attend all meetings that Mr. Filak attends.

This will be on the April agenda.

**E. Discussion of Letter of Intent with Central Florida Tourism Oversight District (“CFTOD”)**

Mr. Filak reviewed meetings with staff and Mr. Vincutonis, possible joint-use agreement for ball fields, and not formally engaged with the CFTOD Board.

Discussion ensued regarding challenges for building ball fields, no dugouts, fields would have to shrink, concerns from OUC regarding poles, logistics of where fields could be, requirements for little league, ramifications if the District acquired a recreational use easement agreement, CFTOD challenges are utilities, request for confirmation from CFTOD for easement agreement before pursuing, presentation with the manager and engineer at a CFTOD meeting for their concurrence for a recreational use easement agreement, and this falls under master planning.

**F. Discussion of Project Manager for Master Planning and Community Center**

Mr. Hulme discussed preparing RFQ specifications, and four or five qualified firms to be contacted.

The record will reflect Ms. Starks left the meeting at 7:45 p.m.

Discussion ensued regarding timing of letting the RFQ in April with responses to be received in May, suggestion for a special meeting to review proposals, CROA meeting regarding master planning on April 2, engaging a project manager, Mr. Filak to work with Mr. McDonald to schedule joint workshop within 30 or 45 days, request for a vote from CROA before investing a significant amount of money, any dollar approvals will require a Board meeting for a vote, CROA

Celebration CDD  
 March 26, 2024, meeting

task force is ready to go to survey, spending up to \$15,000 with a \$5,000 buffer for research and meeting attendance from master planning consultant.

Mr. Touzin made a MOTION to authorize up to \$15,000, with a \$5,000 buffer, for Dix-Hite to conduct research and attend meetings.  
 Mr. McLaughlin seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to authorize up to \$15,000, with a \$5,000 buffer, for Dix-Hite to conduct research and attend meetings.

**G. Reapproval of Sidewalk Cleaning at Area Schools**

Discussion ensued regarding previous annual approvals to clean sidewalks at K-8 school, K-5 should not need cleaning but suggestion to extend the offer to all three schools, legal opinion that should be fine since sidewalks are open for the public, anticipated costs for staff, K-8 takes four days to clean, and the sidewalk cleaner has been having issues.

Mr. Hulme made a MOTION to clean sidewalks at three schools annually upon notification to the school.  
 Mr. Touzin seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to clean sidewalks at three schools annually upon notification to the school.

**EIGHTH ORDER OF BUSINESS                      Staff Reports**

**A. District Manager**

**i. My Celebration FL App Reporting**

Discussion ensued regarding reporting choices with the app, request to add an acknowledged field in addition to open and close or something to indicate the status, desire to see responsiveness and escalation at a certain point, requests called or emailed in will be added to the app, CROA website no longer showing a link to the District’s website, CNOA to be removed from the app since they are not contributing which Mr. Touzin will coordinate, gallery option to add a photo does not work and is not intended to, CROA tech committee requested spreadsheet of issues with the app, and clarification that mosquito issues can be reported.

**ii. Consideration of Appointment to Audit Committee for Vacancy Left by Brian Kensil**

Mr. Filak made a MOTION to leave the number of committee members at six.  
 Mr. McLaughlin seconded the motion.

Celebration CDD  
 March 26, 2024, meeting

Upon VOICE VOTE, with all in favor, unanimous approval was given to leave the number of committee members at six.

**iii. Miscellaneous Matters**

Question was asked about the roof, which inspection was scheduled but they never showed up. Staff has other vendors that can be contacted.

Regarding the second floor of the office building, it is unlikely the sheriff’s office is interested. Discussion ensued regarding possible uses once the space is cleaned out, extended amount of time for Mr. Danny Bumpus to provide drawings, question if there is any need for use of the second floor, and recommendation to revisit after elections in the event a new sheriff is elected.

Mr. Touzin made a MOTION to find out where the second floor drawings are.  
 Mr. Hulme seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to find out where the second floor drawings are.

Discussion ensued regarding all FEMA monies received for Hurricane Ian eligible projects.

Regarding digitization, the Board wants a status of who is coming and when to digitize the maps, and an expected completion date. SharePoint for document access is not done yet.

Regarding a sound system for the conference room, several options and suggestions were presented. A proposal is forthcoming.

Evaluations for Inframark will be on the April agenda. Ms. Burgess to email the contract and forms to the Board.

Discussion ensued regarding an update on the request for proposals for aquatics, which is being prepared. Regarding the question to suspend any further proposals from SŌLitude Lake Management, the suggestion was made to perform only essential services and wait on others.

**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.

The Board requested better descriptions and details in the report, including street name and/or village.

Discussion ensued regarding a homeowner who cut down a palm tree that was on District property, current situation of existing trees, and suggestion to not seek reimbursement.

Celebration CDD  
 March 26, 2024, meeting

Further discussion ensued regarding landscaping proposals being received and prioritizing enhancements, trucks on sidewalks or in alleys or parking in the easements, question if CROA can be enforcing and towing, requirements for the District to tow vehicles, possibility for signs and certain locations, unlicensed boat trailers being parked in the Stetson lot, counsel to research requirements needed for towing, impact of a contract with a towing company, proposal for fence behind the K-5 lot to deter dumping which seems to have ceased, options instead of a fence, construction and other debris dumped in that area, need permission from the utility company to secure that area, District has not accepted that area and should not secure it until then, vandalism of bollards, street sweeper noticed Siena blowing leaves into the roadway, options for follow-up, two extra sweeps this year, request for better communication when deviating from the posted schedule by using Facebook and the app's push notifications, suggestion to put temporary signs in the verges when deviating from the schedule, suggestion to ask CROA to notify residents, palm tree trimming done mid-April overnight, request in North Village to grind sidewalks and a resident who abusively objected, and the radar speed signs have been ordered and are on their way.

### **C. Legal Counsel**

#### **i. Island Village Phases 1A and 1B Turnover**

Discussion ensued regarding status of turnover phase not complete, first phase still has irrigation drawings outstanding, and Mattamy Homes might be hiring United Land Service to provide the irrigation details.

Further discussion ensued regarding the bridge, lights and wiring, need to check every light, and the bridge will not be accepted until the lights work.

#### **ii. Miscellaneous**

Discussion ensued regarding insurance claims being answered, temporary easement for Duke Energy over a pond, right-of-way fees not being received from Duke Energy for Island Village since rights were not reserved in the easements, counsel investigating along with the joint franchise agreement with Enterprise CDD, a few bond counsel issues with the community center regarding private use of a public facility, conversations with the sheriff's office for the Motorola cameras, agreement needs to be amended regarding license plate reader cameras, memorial and donation policy still in process, eminent domain progressing and counter offer anticipated next month, and a rule for third-party use of sidewalks being developed but researching enforcement.

### **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.

Celebration CDD  
 March 26, 2024, meeting

Discussion ensued regarding punchlists for Island Village turnover, accusation from a resident on Spring Park whose house has been burglarized due to a gap in the fence near a trail, desire not to put up a fence, it is a dirt cut-through shortcut, can be blocked off or sidewalk installed, and pictures to be provided.

Further discussion ensued regarding Mirasol debris pile, conflicting answers from parties as to responsibility of maintenance, District has not maintained that area, District owns the property but Mirasol installed private irrigation and other landscape, and a comment either Mirasol maintains the area or the District removes all improvements.

**E. Liaisons**

Mr. Filak discussed management evaluations for Supervisors to be provided for the April agenda package, conversations about security cameras which are on hold, process for having a closed executive meeting, desire to know locations for cameras prior to issuing an RFP, April meeting will include closed meeting, provide budget requests for next workshop, one possible capital project for making vehicles street legal, and sidewalks.

Mr. McLaughlin will be meeting April 4 with Mr. McDonald to discuss transferring land in Artisan Park and Charleston Place to CROA.

**NINTH ORDER OF BUSINESS                      Discussion Items**

**A. Conversations with Osceola County**

Mr. Filak reviewed conversations with the County, and discussion ensued regarding the County’s terms for mosquito control services, the County’s process, plan to meet with Mr. Don Fisher, roadway repaving and priorities, desire for County reimbursement, street sweeping, and Mr. Hulme having discussions with transportation.

**TENTH ORDER OF BUSINESS                      Other Business, Updates, and Supervisor Comments**

There being none, the next order of business followed.

**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. Touzin, seconded by Mr. Hulme, with all in favor, the meeting was adjourned at 9:36 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**

**March 31, 2024**



CELEBRATION  
Community Development District

**Payment Register by Bank Account**  
For the Period from 3/1/2024 to 3/31/2024  
(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 # 421</b>							
03/01/24	Vendor	BENCHMARK LANDSCAPING LLC	66734	SPRING ANNUAL ROTATION	Contracts-Annuals	001-534117-53901	\$3,000.00
03/01/24	Vendor	BENCHMARK LANDSCAPING LLC	56425	PLANT REPLACEMENT / SOD	R&M-Other Landscape	001-546036-53901	\$20,664.23
<b>Check Total</b>							<b>\$23,664.23</b>
<b>CHECK # 422</b>							
03/01/24	Vendor	BRIGHTVIEW LANDSCAPING	8812895	TREE REMOVAL	R&M - Tree Removal/Replacement	001-546213-53901	\$1,300.00
<b>Check Total</b>							<b>\$1,300.00</b>
<b>CHECK # 423</b>							
03/01/24	Vendor	CELEBRATION HARDWARE	389430	LINER DRUM/PATCH COLD/CONCRETE MIX	LINER DRUM	001-546016-53901	\$37.99
03/01/24	Vendor	CELEBRATION HARDWARE	389430	LINER DRUM/PATCH COLD/CONCRETE MIX	PATCH COLD BLKTP COMM GRD	001-546081-53901	\$71.96
03/01/24	Vendor	CELEBRATION HARDWARE	389430	LINER DRUM/PATCH COLD/CONCRETE MIX	CONCRETE MIX	001-546084-53901	\$19.96
03/01/24	Vendor	CELEBRATION HARDWARE	389557	FLOAT MAGNESIUM/TROWEL MASONRY&POOL/BLADE CRBD	R&M-Sidewalks	001-546084-53901	\$101.53
03/01/24	Vendor	CELEBRATION HARDWARE	389584	BAR WRECK/PRY BAR	R&M-Common Area	001-546016-53901	\$35.98
03/01/24	Vendor	CELEBRATION HARDWARE	389875	INDUSTRIAL PLY BLEACH SPRAYER/FILE HAND	R&M-Common Area	001-546016-53901	\$74.98
03/01/24	Vendor	CELEBRATION HARDWARE	389989	THINNER LACQUER GALLON	R&M-Painting	001-546313-53901	\$45.98
03/01/24	Vendor	CELEBRATION HARDWARE	390275	CELEBRATION HARDWARE	R&M-Pressure Washing	001-546171-53901	\$41.93
03/01/24	Vendor	CELEBRATION HARDWARE	391076	DRUM LINERS	R&M-Common Area	001-546016-53901	\$75.98
<b>Check Total</b>							<b>\$506.29</b>
<b>CHECK # 424</b>							
03/01/24	Vendor	CHURCHILLSGROUP HOLDINGS INC	32197	MAR 2024 SPLASH PAD SVCS	Contracts-Fountain	001-534023-53901	\$661.50
<b>Check Total</b>							<b>\$661.50</b>
<b>CHECK # 425</b>							
03/01/24	Vendor	CLARKE ENVIRONMENTAL MOSQUITO	001031835	FEB 2024 MOSQUITO MGMT	Contracts-Pest Control	001-534125-53001	\$20,752.42
<b>Check Total</b>							<b>\$20,752.42</b>
<b>CHECK # 426</b>							
03/01/24	Vendor	LYNCH OIL COMPANY, INC	15674955	DYED DIESEL/KEROSENE FUEL	Fuel, Gasoline and Oil	001-540004-53901	\$433.26
<b>Check Total</b>							<b>\$433.26</b>
<b>CHECK # 427</b>							
03/01/24	Vendor	OSCEOLA SHERIFF'S OFFICE	55383	SEC SVCS 1/28-2/10/24	Security Service-Sheriff	001-534365-52001	\$6,780.45
<b>Check Total</b>							<b>\$6,780.45</b>
<b>CHECK # 428</b>							
03/01/24	Vendor	PROPET DISTRIBUTORS	145047	LITTER PU BAGS / LINER TRASH BAGS	R&M-Common Area	001-546016-53901	\$1,835.40
<b>Check Total</b>							<b>\$1,835.40</b>
<b>CHECK # 429</b>							
03/01/24	Vendor	REXEL USA	S138736907.002	PHOTO CONTROL	BULBS	001-546095-54101	\$168.26
<b>Check Total</b>							<b>\$168.26</b>

CELEBRATION  
Community Development District

**Payment Register by Bank Account**  
For the Period from 3/1/2024 to 3/31/2024  
(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>CHECK # 430</b>							
03/01/24	Vendor	RSP PAINTING LLC	10757	LIGHT POLES PAINTING 2/6/24	Painting	001-564104-53918	\$14,070.00
<b>Check Total</b>							<u>\$14,070.00</u>
<b>CHECK # 431</b>							
03/01/24	Vendor	SOLITUDE LAKE MANAGEMENT	PSI048346	FEB 2024 LAKE MAINT	Contracts-Aquatic Control	001-534067-53001	\$11,488.50
<b>Check Total</b>							<u>\$11,488.50</u>
<b>CHECK # 432</b>							
03/01/24	Vendor	TERMINIX INTERNATIONAL CO.	443245745	PEST CONTROL 02/07/24	Building Op Costs	001-563034-53901	\$108.00
<b>Check Total</b>							<u>\$108.00</u>
<b>CHECK # 433</b>							
03/01/24	Vendor	UNITED LAND SERVICES	68392	PLANTINGS FILL IN	R&M-Other Landscape	001-546036-53901	\$7,996.68
03/01/24	Vendor	UNITED LAND SERVICES	55691	SOD REPLACEMENT	R&M-Other Landscape	001-546036-53901	\$175.00
03/01/24	Vendor	UNITED LAND SERVICES	70057	SOD REPAIRS	R&M-Other Landscape	001-546036-53901	\$1,750.00
<b>Check Total</b>							<u>\$9,921.68</u>
<b>CHECK # 434</b>							
03/01/24	Vendor	USA SEAL & STRIPE, LLC	342	2/16/24 STREET SWEEPING SVC	ROAD CLEANING	001-546080-54101	\$2,750.00
03/01/24	Vendor	USA SEAL & STRIPE, LLC	343	2/22/24 SWEEPING SVC	ROAD CLEANING	001-546080-54101	\$2,750.00
<b>Check Total</b>							<u>\$5,500.00</u>
<b>CHECK # 435</b>							
03/01/24	Vendor	VANGUARD CLEANING SYSTEMS	37597	MAR 2024 CLEANING SVC CHG	Building Op Costs	001-563034-53901	\$438.00
<b>Check Total</b>							<u>\$438.00</u>
<b>CHECK # 436</b>							
03/01/24	Vendor	WURTH CONSTRUCTION SERVICES INC	41069083	100 PAN HEAD MACHINE SCREWS	R&M-Common Area	001-546016-53901	\$12.54
<b>Check Total</b>							<u>\$12.54</u>
<b>CHECK # 437</b>							
03/07/24	Vendor	BENCHMARK LANDSCAPING LLC	66164	FEB 2024 LANDSCAPE MAINT	Contracts-Ground/Turf/Tree/Maintenance	001-534182-53901	\$52,852.50
03/07/24	Vendor	BENCHMARK LANDSCAPING LLC	66164	FEB 2024 LANDSCAPE MAINT	Contracts-Shrub Maintenance	001-534106-53901	\$20,146.92
03/07/24	Vendor	BENCHMARK LANDSCAPING LLC	66164	FEB 2024 LANDSCAPE MAINT	Contracts-Trees & Trimming	001-534085-53901	\$2,212.00
03/07/24	Vendor	BENCHMARK LANDSCAPING LLC	66164	FEB 2024 LANDSCAPE MAINT	Contracts-General Site/ Trash and Debris	001-534179-53901	\$2,621.66
03/07/24	Vendor	BENCHMARK LANDSCAPING LLC	66164	FEB 2024 LANDSCAPE MAINT	Contracts-Irrigation	001-534073-53901	\$10,832.42
<b>Check Total</b>							<u>\$88,665.50</u>
<b>CHECK # 440</b>							
03/07/24	Vendor	CELEBRATION HARDWARE	391326	ADHESIVE	R&M-Common Area	001-546016-53901	\$9.59
03/07/24	Vendor	CELEBRATION HARDWARE	391365	ABRASIVE PAD	R&M-Common Area	001-546016-53901	\$26.32
03/07/24	Vendor	CELEBRATION HARDWARE	391474	OIL AIR COMPRESSOR	R&M-Equipment	001-546022-53901	\$11.99
03/07/24	Vendor	CELEBRATION HARDWARE	391638	LINER DRUM	R&M-Common Area	001-546016-53901	\$113.97
03/07/24	Vendor	CELEBRATION HARDWARE	391667	CONCRETE MIX	R&M-Sidewalks	001-546084-53901	\$74.85
<b>Check Total</b>							<u>\$236.72</u>

CELEBRATION  
Community Development District

**Payment Register by Bank Account**  
For the Period from 3/1/2024 to 3/31/2024  
(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>CHECK # 441</b>							
03/07/24	Vendor	FEDEX	8-420-96818	FEDEX EVENT CHECK TO JELISSA ROSADO	Postage and Freight	001-541006-51301	\$13.03
<b>Check Total</b>							<b>\$13.03</b>
<b>CHECK # 442</b>							
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	Postage and Freight	001-541006-51301	\$28.51
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	CONCRETE	001-546084-53901	\$458.76
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	CONCRETE	001-546084-53901	\$750.70
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	CONCRETE	001-546084-53901	\$750.70
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	GIFT CARD	001-549900-53901	\$581.84
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	MARKING PAINT	001-546016-53901	\$109.13
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	CHAIN SAW	001-546022-53901	\$113.90
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	RIP BLADE	001-546022-53901	\$190.42
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	MARKING PAINT	001-546016-53901	\$49.90
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	PRESSURE WASHER	001-546171-53901	\$1,009.68
03/07/24	Vendor	INFRAMARK, LLC	110758	FEB 2024 VARIABLE CHGS	COMMON AREA	001-546016-53901	\$184.98
03/07/24	Vendor	INFRAMARK, LLC	111390	MAR 2024 MGMT SVCS	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$8,374.50
03/07/24	Vendor	INFRAMARK, LLC	111390	MAR 2024 MGMT SVCS	ProfServ-Field Management	001-531016-53901	\$95,240.25
<b>Check Total</b>							<b>\$107,843.27</b>
<b>CHECK # 443</b>							
03/07/24	Vendor	OSCEOLA SHERIFF'S OFFICE	55439	SEC SVCS 2/11-2/25/24	Security Service-Sheriff	001-534365-52001	\$4,786.20
03/07/24	Vendor	OSCEOLA SHERIFF'S OFFICE	54907-REVISED	SEC SVCS 9/10-9/23 REVISED	Security Service-Sheriff	001-534365-52001	\$239.31
<b>Check Total</b>							<b>\$5,025.51</b>
<b>CHECK # 444</b>							
03/07/24	Vendor	RENTAL WORLD OF OSCEOLA	395361	SPARK PLUG WIRE REPLACEMENT	R&M-Equipment	001-546022-53901	\$264.35
<b>Check Total</b>							<b>\$264.35</b>
<b>CHECK # 445</b>							
03/07/24	Vendor	REXEL USA	S138736907.003	ELECTRONIC PHOTO CONTROL	BULBS	001-546095-54101	\$211.40
03/07/24	Vendor	REXEL USA	S138929896.001	BULBS	R&M-Streetlights	001-546095-54101	\$866.15
<b>Check Total</b>							<b>\$1,077.55</b>
<b>CHECK # 446</b>							
03/07/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	138555118-001	IRR SUPPLIES	R&M-Irrigation	001-546041-53901	\$2,312.57
<b>Check Total</b>							<b>\$2,312.57</b>
<b>CHECK # 447</b>							
03/07/24	Vendor	UNITED LAND SERVICES	70056	FEB 2024 TREE REPLACEMENTS	R&M - Tree Removal/Replacement	001-546213-53901	\$12,185.20
03/07/24	Vendor	UNITED LAND SERVICES	70342	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$2,325.00
<b>Check Total</b>							<b>\$14,510.20</b>
<b>CHECK # 448</b>							
03/07/24	Vendor	USA SEAL & STRIPE, LLC	344	3/1/24 SWEEPING SVC	ROAD CLEANING	001-546080-54101	\$2,750.00
<b>Check Total</b>							<b>\$2,750.00</b>

CELEBRATION  
Community Development District

**Payment Register by Bank Account**  
For the Period from 3/1/2024 to 3/31/2024  
(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>CHECK # 449</b>							
03/14/24	Vendor	CHURCHILLSGROUP HOLDINGS INC	32215	CHEMICALS	R&M-Fountain	001-546032-53901	\$50.25
<b>Check Total</b>							<b>\$50.25</b>
<b>CHECK # 450</b>							
03/14/24	Vendor	HOME DEPOT	022824-6774	JAN / FEB 2024 PURCHASES	R&M-Boardwalks	001-546009-53901	\$85.44
03/14/24	Vendor	HOME DEPOT	022824-6774	JAN / FEB 2024 PURCHASES	R&M-Common Area	001-546016-53901	\$77.82
03/14/24	Vendor	HOME DEPOT	022824-6774	JAN / FEB 2024 PURCHASES	R&M-Painting	001-546313-53901	\$65.47
03/14/24	Vendor	HOME DEPOT	022824-6774	JAN / FEB 2024 PURCHASES	R&M-Sidewalks	001-546084-53901	\$96.98
03/14/24	Vendor	HOME DEPOT	022824-6774	JAN / FEB 2024 PURCHASES	PARAWEDGE PKS	001-546016-53901	\$57.11
03/14/24	Vendor	HOME DEPOT	022824-6774	JAN / FEB 2024 PURCHASES	BULBS	001-546095-53901	\$224.28
03/14/24	Vendor	HOME DEPOT	022824-6774	JAN / FEB 2024 PURCHASES	LATE FEE	001-546016-53901	\$20.00
<b>Check Total</b>							<b>\$627.10</b>
<b>CHECK # 451</b>							
03/14/24	Vendor	KATRINA S. SCARBOROUGH	2018795	NON AD VALOREM ASSESSMENTS	PROCESSING FEE	001-531035-51301	\$45.00
03/14/24	Vendor	KATRINA S. SCARBOROUGH	2018795	NON AD VALOREM ASSESSMENTS	ProfServ-Property Appraiser	001-531035-51301	\$2,299.40
<b>Check Total</b>							<b>\$2,344.40</b>
<b>CHECK # 452</b>							
03/14/24	Vendor	ORLANDO SENTINEL	087061365000	NOTICE OF PUBLIC HEARING JAN 2024	Legal Advertising	001-548002-51301	\$408.85
<b>Check Total</b>							<b>\$408.85</b>
<b>CHECK # 453</b>							
03/14/24	Vendor	RENTAL WORLD OF OSCEOLA	395339	RENTAL OF CONSTRUCTION EQUIP	R&M-Sidewalks	001-546084-53901	\$673.98
<b>Check Total</b>							<b>\$673.98</b>
<b>CHECK # 454</b>							
03/14/24	Vendor	REXEL USA	S138977381.001	CUTTING REELS (150)	R&M-Sidewalks	001-546084-53901	\$121.68
03/14/24	Vendor	REXEL USA	S139006716.001	LAMPS	R&M-Streetlights	001-546095-54101	\$2,099.74
<b>Check Total</b>							<b>\$2,221.42</b>
<b>CHECK # 455</b>							
03/14/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	138733826-001	IRR REPAIRS	R&M-Irrigation	001-546041-53901	\$69.75
<b>Check Total</b>							<b>\$69.75</b>
<b>CHECK # 456</b>							
03/14/24	Vendor	SOUTHERN PINE LUMBER CO. OF ORLANDO, INC.	40076218	LUMBER	DELIVERY CHG	001-546009-53901	\$1,488.36
<b>Check Total</b>							<b>\$1,488.36</b>
<b>CHECK # 457</b>							
03/14/24	Vendor	SUNSHINE COMMUNICATION SERVICES, INC.	240301292	MAR 2024 TELEPHONE ANSWERING CHGS	ProfServ-Answering Services	001-531064-51301	\$695.14
<b>Check Total</b>							<b>\$695.14</b>
<b>CHECK # 458</b>							
03/14/24	Vendor	UNITED LAND SERVICES	72658	ELM TREE REPLACEMENTS	R&M - Tree Removal/Replacement	001-546213-53901	\$2,450.00
<b>Check Total</b>							<b>\$2,450.00</b>

## CELEBRATION Community Development District

### Payment Register by Bank Account For the Period from 3/1/2024 to 3/31/2024 (Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>CHECK # 459</b>							
03/14/24	Vendor	USA SEAL & STRIPE, LLC	345	3/8/24 SWEEPING SVC	ROAD CLEANING	001-546080-54101	\$2,750.00
<b>Check Total</b>							\$2,750.00
<b>CHECK # 460</b>							
03/20/24	Vendor	CELEBRATION HARDWARE	392122	MAUL WOODS (2) / BIT / GROOVER	R&M-Boardwalks	001-546009-53901	\$95.66
03/20/24	Vendor	CELEBRATION HARDWARE	392138	CHLORINE LIQ	R&M-Pressure Washing	001-546171-53901	\$42.93
03/20/24	Vendor	CELEBRATION HARDWARE	392305	PATCH COLD BLKTP	R&M-Common Area	001-546016-53901	\$71.96
03/20/24	Vendor	CELEBRATION HARDWARE	392388	BLADES/DIABLO CARBIDE/PATCH COLD BLKTP	R&M-Sidewalks	001-546084-53901	\$115.92
03/20/24	Vendor	CELEBRATION HARDWARE	393104	LINER DRUM (2)	R&M-Common Area	001-546016-53901	\$75.98
03/20/24	Vendor	CELEBRATION HARDWARE	393100	SQUARE RAFTER	R&M-Common Area	001-546016-53901	\$17.99
03/20/24	Vendor	CELEBRATION HARDWARE	393271	CHLORINE LIQ	R&M-Pressure Washing	001-546171-53901	\$47.94
03/20/24	Vendor	CELEBRATION HARDWARE	393486	FASTENERS (3)	R&M-Common Area	001-546016-53901	\$3.79
<b>Check Total</b>							\$472.17
<b>CHECK # 461</b>							
03/20/24	Vendor	ENTERPRISE CDD	022224-5021	BILL PRD 1/10-2/10/24	R&M-Irrigation	001-546041-53901	\$777.80
<b>Check Total</b>							\$777.80
<b>CHECK # 462</b>							
03/20/24	Vendor	ENTERPRISE CDD	022224-1022	BILL PRD 1/10-2/10/24	R&M-Irrigation	001-546041-53901	\$2,303.90
<b>Check Total</b>							\$2,303.90
<b>CHECK # 463</b>							
03/20/24	Vendor	ENTERPRISE CDD	022224-6022	1/10-2/9/24	R&M-Irrigation	001-546041-53901	\$426.91
<b>Check Total</b>							\$426.91
<b>CHECK # 464</b>							
03/20/24	Vendor	ENTERPRISE CDD	022224-5611	BILL PRD 1/10-2/9/24	R&M-Irrigation	001-546041-53901	\$41.56
<b>Check Total</b>							\$41.56
<b>CHECK # 465</b>							
03/20/24	Vendor	ENTERPRISE CDD	022224-2021	BILL PRD 1/10-2/9/24	R&M-Irrigation	001-546041-53901	\$1,107.34
<b>Check Total</b>							\$1,107.34
<b>CHECK # 466</b>							
03/20/24	Vendor	ENTERPRISE CDD	022224-3021	BILL PRD 1/10-2/9/24	R&M-Irrigation	001-546041-53901	\$384.35
<b>Check Total</b>							\$384.35
<b>CHECK # 467</b>							
03/20/24	Vendor	ENTERPRISE CDD	022224-4022	BILL PRD 1/10-2/9/24	R&M-Irrigation	001-546041-53901	\$386.14
<b>Check Total</b>							\$386.14
<b>CHECK # 468</b>							
03/20/24	Vendor	ENTERPRISE CDD	022224-2722	BILL PRD 1/10-2/9/24	R&M-Irrigation	001-546041-53901	\$364.89
<b>Check Total</b>							\$364.89

CELEBRATION  
Community Development District

**Payment Register by Bank Account**  
For the Period from 3/1/2024 to 3/31/2024  
(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>CHECK # 469</b>							
03/20/24	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	123882	ISLAND VILLAGE PROJ THRU FEB 2024	Accounts Receivable	001-115000-51401	\$700.50
03/20/24	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	123881	GEN COUNSEL THRU FEB 2024	ProfServ-Legal Services	001-531023-51401	\$11,412.53
03/20/24	Vendor	LATHAM, LUNA, EDEN & BEAUDINE, LLP	123884	2023 EMINENT DOMAIN THRU FEB 2024	ProfServ-Legal Services	001-531023-51401	\$103.50
<b>Check Total</b>							<b>\$12,216.53</b>
<b>CHECK # 470</b>							
03/20/24	Vendor	REXEL USA	S138977381.002	LAMPS	R&M-Streetlights	001-546095-54101	\$48.50
03/20/24	Vendor	REXEL USA	S138977381.002	LAMPS	S&H	001-546095-54101	\$261.72
03/20/24	Vendor	REXEL USA	S138929896.002	LAMPS	R&M-Streetlights	001-546095-54101	\$288.72
<b>Check Total</b>							<b>\$598.94</b>
<b>CHECK # 472</b>							
03/20/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	CM 139051991-001	CREDIT FOR BILLING ERROR	Utility - Electric	001-543041-53901	(\$27.39)
03/20/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	138555118-002	IRR REPAIRS	VALVE	001-546041-53901	\$2.34
03/20/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	138555118-002	IRR REPAIRS	FREIGHT	001-546041-53901	\$25.05
03/20/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	139052380-001	IRR REPAIRS	VALVE	001-546041-53901	\$2.34
03/20/24	Vendor	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	139052380-001	IRR REPAIRS	FREIGHT	001-546041-53901	\$5.05
<b>Check Total</b>							<b>\$7.39</b>
<b>CHECK # 473</b>							
03/25/24	Vendor	HANSON, WALTER & ASSOCIATES, I	5290146	ENGG SVCS THRU FEB 2024	SERVICES	001-531013-51501	\$4,383.75
03/25/24	Vendor	HANSON, WALTER & ASSOCIATES, I	5290146	ENGG SVCS THRU FEB 2024	ISLAND VILLAGE-MATTAMY HOMES	001-115000-51501	\$7,816.25
03/25/24	Vendor	HANSON, WALTER & ASSOCIATES, I	5290146	ENGG SVCS THRU FEB 2024	TECHNICAL	001-531013-51501	\$2,653.00
03/25/24	Vendor	HANSON, WALTER & ASSOCIATES, I	5290146	ENGG SVCS THRU FEB 2024	LABOR	001-531013-51501	\$205.50
<b>Check Total</b>							<b>\$15,058.50</b>
<b>ACH #DD710</b>							
03/06/24	Vendor	REPUBLIC SERVICES - ACH	0690-000720872	REFUSE REMOVAL 2/15/24	Utility - Refuse Removal	001-543020-53901	\$650.64
<b>ACH Total</b>							<b>\$650.64</b>
<b>ACH #DD712</b>							
03/08/24	Employee	JOHN A. MCLAUGHLIN	PAYROLL	March 08, 2024 Payroll Posting			\$104.70
<b>ACH Total</b>							<b>\$104.70</b>
<b>ACH #DD713</b>							
03/08/24	Employee	CASSANDRA HARRIS-STARKS	PAYROLL	March 08, 2024 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>ACH #DD714</b>							
03/08/24	Employee	THOMAS A. TOUZIN	PAYROLL	March 08, 2024 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>ACH #DD715</b>							
03/15/24	Vendor	SMART CITY TELECOM - AUTOPAY	030124-0250 ACH	MAR 2024 SVC	Communication - Telephone	001-541003-51301	\$194.09
<b>ACH Total</b>							<b>\$194.09</b>

CELEBRATION  
Community Development District

**Payment Register by Bank Account**  
For the Period from 3/1/2024 to 3/31/2024  
(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>ACH #DD716</b>							
03/15/24	Vendor	SMART CITY TELECOM - AUTOPAY	030124-2310 ACH	MAR 2024 SVC	R&M-Irrigation	001-546041-53901	\$126.21
							<b>ACH Total</b>
							\$126.21
<b>ACH #DD717</b>							
03/15/24	Vendor	SMART CITY TELECOM - AUTOPAY	030124-1870 ACH	MAR 2024 SVC	Communication - Telephone	001-541003-51301	\$137.41
							<b>ACH Total</b>
							\$137.41
<b>ACH #DD718</b>							
03/20/24	Vendor	REPUBLIC SERVICES - ACH	0690-000722594 ACH	REFUSE REMOVAL	Utility - Refuse Removal	001-543020-53901	\$2,377.34
							<b>ACH Total</b>
							\$2,377.34
<b>ACH #DD719</b>							
03/05/24	Vendor	DUKE ENERGY - ACH	021424 ACH	BILL PRD 1/5-2/6/24	Electricity - Streetlighting	001-543013-54101	\$2,052.97
03/05/24	Vendor	DUKE ENERGY - ACH	021424 ACH	BILL PRD 1/5-2/6/24	Electricity - General	001-543006-53901	\$4,482.65
03/05/24	Vendor	DUKE ENERGY - ACH	021424 ACH	BILL PRD 1/5-2/6/24	Building Op Costs	001-563034-53901	\$336.05
03/05/24	Vendor	DUKE ENERGY - ACH	021424 ACH	BILL PRD 1/5-2/6/24	R&M-Irrigation	001-546041-53901	\$272.42
							<b>ACH Total</b>
							\$7,144.09
							<b>Account Total</b>
							\$379,368.78
<b><u>SOUTHSTATE BANK GF (DO NOT USE) - (ACCT#XXXXX7106)</u></b>							
<b>CHECK # 10525</b>							
03/07/24	Vendor	CELEBRATION CDD	03052024 7106 2	TRSF EXCESS CASH	Due From Other Funds	131000	\$386,000.00
							<b>Check Total</b>
							\$386,000.00
<b>CHECK # 10526</b>							
03/07/24	Vendor	CELEBRATION CDD	03052024 7106 1	TRSF EXCESS CASH	Due From Other Funds	131000	\$500,000.00
							<b>Check Total</b>
							\$500,000.00
<b>ACH #DD695</b>							
03/01/24	Employee	JOHN A. MCLAUGHLIN	PAYROLL	March 01, 2024 Payroll Posting			\$104.70
							<b>ACH Total</b>
							\$104.70
<b>ACH #DD696</b>							
03/01/24	Employee	CASSANDRA HARRIS-STARKS	PAYROLL	March 01, 2024 Payroll Posting			\$184.70
							<b>ACH Total</b>
							\$184.70
							<b>Account Total</b>
							\$886,289.40

<b>Total Amount Paid</b>	<b>\$1,265,658.18</b>
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CELEBRATION  
Community Development District

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**Payment Register by Bank Account**  
For the Period from 3/1/2024 to 3/31/2024  
(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
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Total Amount Paid - Breakdown by Fund	
Fund	Amount
General Fund - 001	1,265,658.18
<b>Total</b>	<b>1,265,658.18</b>



# **Subsection 6C**

# **Financial Statements**

CELEBRATION  
Community Development District

*Financial Report*

*March 31, 2024*



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CELEBRATION  
Community Development District

**Financial Statements**

(Unaudited)

**March 31, 2024**

CELEBRATION  
Community Development District

Governmental Funds

Balance Sheet  
March 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>ASSETS</b>							
Cash - Checking Account	\$ 4,544,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,544,163
Accounts Receivable	114,776	-	-	-	-	-	114,776
Due From Other Gov'tl Units	80	-	-	-	-	-	80
Due From Other Funds	-	2,439,004	4,199	4,357	12	-	2,447,572
Investments:							
Certificates of Deposit - 12 Months	750,000	-	-	-	-	-	750,000
Money Market Account	637,352	-	-	-	116,365	-	753,717
Treasury Bills (6 months)	2,026,000	-	-	-	-	-	2,026,000
Construction Fund	-	-	-	-	-	49,478	49,478
Prepayment Account	-	-	257	81	-	-	338
Reserve Fund	-	-	196,688	207,000	-	-	403,688
Reserve Fund A	-	-	-	-	-	-	1
Revenue Fund	-	-	706,329	396,597	-	-	1,102,926
Prepaid Items	2,681	-	-	-	-	-	2,681
Deposits	3,879	-	-	-	-	-	3,879
<b>TOTAL ASSETS</b>	<b>\$ 8,078,931</b>	<b>\$ 2,439,004</b>	<b>\$ 907,473</b>	<b>\$ 608,035</b>	<b>\$ 116,377</b>	<b>\$ 49,478</b>	<b>\$ 12,199,300</b>
<b>LIABILITIES</b>							
Accounts Payable	\$ 122,829	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,829
Accrued Expenses	94,769	-	-	-	-	-	94,769
Unearned Revenue	556,789	-	-	-	-	-	556,789
Due To Other Districts	163,701	-	-	-	-	-	163,701
Sales Tax Payable	41	-	-	-	-	-	41
Deposits	500	-	-	-	-	-	500
Other Current Liabilities	206,677	-	-	-	-	-	206,677
Due To Other Funds	2,447,572	-	-	-	-	-	2,447,572
<b>TOTAL LIABILITIES</b>	<b>3,592,878</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,592,878</b>
<b>FUND BALANCES</b>							
<b>Nonspendable:</b>							
Prepaid Items	2,681	-	-	-	-	-	2,681
Deposits	3,879	-	-	-	-	-	3,879
<b>Restricted for:</b>							
Debt Service	-	-	907,473	608,035	-	-	1,515,510
Capital Projects	-	-	-	-	116,377	49,478	165,855
<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
<b>Unassigned:</b>	<b>3,322,418</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,322,418</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 4,486,053</b>	<b>\$ 2,439,004</b>	<b>\$ 907,473</b>	<b>\$ 608,035</b>	<b>\$ 116,377</b>	<b>\$ 49,478</b>	<b>\$ 8,606,422</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 8,078,931</b>	<b>\$ 2,439,004</b>	<b>\$ 907,473</b>	<b>\$ 608,035</b>	<b>\$ 116,377</b>	<b>\$ 49,478</b>	<b>\$ 12,199,300</b>

**CELEBRATION**  
Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 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	MAR-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ 300,000	\$ 150,000	\$ 157,453	\$ 7,453	52.48%	\$ 21,875
Right-of-Way Fees Electricity	955,000	477,498	410,065	(67,433)	42.94%	26,301
Right-of-Way Fees Gas	5,000	2,502	1,109	(1,393)	22.18%	30
Interlocal Agreement - Enterprise (Security)	20,000	-	-	-	0.00%	-
Interlocal Agreement - Enterprise (Field)	20,000	-	-	-	0.00%	-
Interest - Tax Collector	2,500	2,500	3,866	1,366	154.64%	-
Building Rental Income	19,619	3,246	3,246	-	16.55%	541
Building Operating Cost Income	14,448	7,224	7,224	-	50.00%	1,204
Special Assmnts- Tax Collector	3,910,243	3,258,535	3,624,621	366,086	92.70%	39,875
Special Assmnts- CDD Collected	6,218	6,218	6,218	-	100.00%	-
Special Assmnts- Discounts	(156,410)	(130,340)	(141,505)	(11,165)	90.47%	(419)
Settlements	-	-	30,400	30,400	0.00%	-
Other Miscellaneous Revenues	400,000	33,333	10,805	(22,528)	2.70%	81
<b>TOTAL REVENUES</b>	<b>5,496,618</b>	<b>3,810,716</b>	<b>4,113,502</b>	<b>302,786</b>	<b>74.84%</b>	<b>89,488</b>
<b>EXPENDITURES</b>						
<b>Administration</b>						
P/R-Board of Supervisors	10,200	4,800	3,800	1,000	37.25%	1,000
FICA Taxes	780	366	291	75	37.31%	77
ProfServ-Arbitrage Rebate	1,200	-	-	-	0.00%	-
ProfServ-Dissemination Agent	2,000	2,000	2,000	-	100.00%	-
ProfServ-Engineering	24,000	12,000	31,471	(19,471)	131.13%	7,242
ProfServ-Legal Services	40,000	19,998	31,634	(11,636)	79.09%	11,516
ProfServ-Mgmt Consulting	100,494	50,247	50,247	-	50.00%	8,375
ProfServ-Property Appraiser	3,000	3,000	3,113	(113)	103.77%	2,344
ProfServ-Special Assessment	24,612	24,612	24,612	-	100.00%	-
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	1,752	4,126	(2,374)	117.89%	695
ProfServ-Incorporation Study Legal	20,000	700	7,103	(6,403)	35.52%	-
Auditing Services	5,000	-	-	-	0.00%	-
Communication - Telephone	10,000	4,998	1,920	3,078	19.20%	332
Postage and Freight	700	348	181	167	25.86%	-
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	1,902	48	1,854	1.26%	-
Legal Advertising	1,800	900	847	53	47.06%	477
Misc-Assessment Collection Cost	78,205	65,170	69,662	(4,492)	89.08%	789
Office Supplies	3,000	1,500	814	686	27.13%	-
Software	17,000	-	-	-	0.00%	-
Annual District Filing Fee	175	175	175	-	100.00%	-
<b>Total Administration</b>	<b>428,546</b>	<b>273,101</b>	<b>338,140</b>	<b>(65,039)</b>	<b>78.90%</b>	<b>32,847</b>
<b>Public Safety</b>						
Security Service - Sheriff	200,000	100,002	110,425	(10,423)	55.21%	17,719
<b>Total Public Safety</b>	<b>200,000</b>	<b>100,002</b>	<b>110,425</b>	<b>(10,423)</b>	<b>55.21%</b>	<b>17,719</b>

**CELEBRATION**  
Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 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	MAR-24 ACTUAL
<b>Physical Environment</b>						
Contracts-Water Quality	22,000	10,998	-	10,998	0.00%	-
Contracts-Aquatic Control	146,832	73,416	68,931	4,485	46.95%	11,489
Contracts-Pest Control	249,029	124,512	124,515	(3)	50.00%	20,752
R&M-Wetland	1,000	498	-	498	0.00%	-
<b>Total Physical Environment</b>	<b>418,861</b>	<b>209,424</b>	<b>193,446</b>	<b>15,978</b>	<b>46.18%</b>	<b>32,241</b>
<b>Flood Control/Stormwater Mgmt</b>						
R&M-Canal Bank Restoration	100,000	49,998	-	49,998	0.00%	-
R&M-Stormwater System	30,000	15,000	15,335	(335)	51.12%	-
<b>Total Flood Control/Stormwater Mgmt</b>	<b>130,000</b>	<b>64,998</b>	<b>15,335</b>	<b>49,663</b>	<b>11.80%</b>	<b>-</b>
<b>Field</b>						
ProfServ-Field Management	1,142,883	571,442	571,442	-	50.00%	95,240
Contracts-Fountain	7,938	3,972	3,969	3	50.00%	662
Contracts-Mulch	117,638	58,818	110,363	(51,545)	93.82%	38,565
Contracts-Irrigation	96,696	48,348	53,897	(5,549)	55.74%	10,832
Contracts-Trees & Trimming	170,500	85,248	72,212	13,036	42.35%	4,769
Contracts-Shrub Maintenance	262,930	131,466	127,937	3,529	48.66%	20,147
Contracts-Annuals	16,380	8,190	4,385	3,805	26.77%	-
Contracts-General Site/ Trash and Debris	51,000	25,500	22,243	3,257	43.61%	2,622
Contracts-Ground/Turf/Tree/Maintenance	648,646	324,324	299,920	24,404	46.24%	52,853
Fuel, Gasoline and Oil	15,000	7,500	3,373	4,127	22.49%	414
Electricity - General	45,000	22,500	26,638	(4,138)	59.20%	3,681
Utility - Refuse Removal	18,000	9,000	10,796	(1,796)	59.98%	3,364
Rentals - General	3,000	1,500	410	1,090	13.67%	-
R&M-Aeration	25,000	12,498	1,925	10,573	7.70%	-
R&M-Boardwalks	25,000	12,498	17,019	(4,521)	68.08%	4,169
R&M-Common Area	60,000	30,000	14,287	15,713	23.81%	1,003
R&M-Equipment	20,000	10,002	8,587	1,415	42.94%	-
R&M-Fountain	10,000	4,998	3,981	1,017	39.81%	625
R&M-Other Landscape	200,000	100,002	149,256	(49,254)	74.63%	-
R&M-Irrigation	65,000	32,502	62,905	(30,403)	96.78%	21,844
R&M-Roads & Alleyways	18,000	9,000	6,322	2,678	35.12%	2,750
R&M-Sidewalks	200,000	100,002	99,097	905	49.55%	1,156
R&M-Pressure Washing	10,000	4,998	2,060	2,938	20.60%	133
R&M- Tree Removal/Replacement	90,000	45,000	44,633	367	49.59%	14,635
R&M-Fire Equipment	1,100	552	140	412	12.73%	-
R&M-Painting	10,000	4,998	625	4,373	6.25%	65
Misc-Contingency	15,000	7,500	779	6,721	5.19%	-
Building Op Costs	15,000	7,500	6,396	1,104	42.64%	1,462
<b>Total Field</b>	<b>3,359,711</b>	<b>1,679,858</b>	<b>1,725,597</b>	<b>(45,739)</b>	<b>51.36%</b>	<b>280,991</b>
<b>Capital Expenditures &amp; Projects</b>						
Capital Projects	191,500	1,105	168,853	(167,748)	88.17%	-
<b>Total Capital Expenditures &amp; Projects</b>	<b>191,500</b>	<b>1,105</b>	<b>168,853</b>	<b>(167,748)</b>	<b>88.17%</b>	<b>-</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 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	MAR-24 ACTUAL
<b><u>Road and Street Facilities</u></b>						
Electricity - Streetlights	175,000	87,498	93,008	(5,510)	53.15%	13,814
R&M-Road Cleaning	108,000	54,000	63,250	(9,250)	58.56%	11,000
R&M-Streetlights	120,000	60,000	91,032	(31,032)	75.86%	2,923
R&M-Signage/Radar Sign Maintenance	15,000	7,500	1,671	5,829	11.14%	335
<b>Total Road and Street Facilities</b>	<b>418,000</b>	<b>208,998</b>	<b>248,961</b>	<b>(39,963)</b>	<b>59.56%</b>	<b>28,072</b>
<b>TOTAL EXPENDITURES</b>	<b>5,146,618</b>	<b>2,537,486</b>	<b>2,800,757</b>	<b>(263,271)</b>	<b>54.42%</b>	<b>391,870</b>
Excess (deficiency) of revenues						
Over (under) expenditures	350,000	1,273,230	1,312,745	39,515	n/a	(302,382)
<b><u>OTHER FINANCING SOURCES (USES)</u></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	\$ -	\$ 1,273,230	\$ 1,312,745	\$ 39,515	0.00%	\$ (302,382)
<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>\$ 4,446,538</b>	<b>\$ 4,486,053</b>			



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 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	MAR-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%	-
Cap Outlay - Pump Station	-	-	34,570	(34,570)	0.00%	-
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>-</b>
<b>TOTAL EXPENDITURES</b>	<b>350,000</b>	<b>174,618</b>	<b>174,618</b>	<b>-</b>	<b>49.89%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	(350,000)	(174,618)	(174,618)	-	49.89%	-
<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%	\$ -
<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 March 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	MAR-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ 4,000	\$ 1,998	\$ 15,297	\$ 13,299	382.43%	\$ 3,349
Special Assmnts- Tax Collector	424,665	353,890	393,645	39,755	92.70%	4,331
Special Assmnts- Discounts	(16,987)	(14,155)	(15,368)	(1,213)	90.47%	(45)
<b>TOTAL REVENUES</b>	<b>411,678</b>	<b>341,733</b>	<b>393,574</b>	<b>51,841</b>	<b>95.60%</b>	<b>7,635</b>
<b>EXPENDITURES</b>						
<b>Administration</b>						
Misc-Assessment Collection Cost	8,493	7,080	7,566	(486)	89.09%	86
<b>Total Administration</b>	<b>8,493</b>	<b>7,080</b>	<b>7,566</b>	<b>(486)</b>	<b>89.09%</b>	<b>86</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>87,796</b>	<b>88,157</b>	<b>(361)</b>	<b>21.77%</b>	<b>86</b>
Excess (deficiency) of revenues Over (under) expenditures	6,754	253,937	305,417	51,480	n/a	7,549
<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	\$ 253,937	\$ 305,417	\$ 51,480	n/a	\$ 7,549
<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>\$ 855,993</b>	<b>\$ 907,473</b>			

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 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	MAR-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ -	\$ 8,535	\$ 8,535	0.00%	\$ 2,160
Special Assmnts- Tax Collector	440,598	367,165	408,415	41,250	92.70%	4,493
Special Assmnts- Discounts	(17,624)	(14,685)	(15,944)	(1,259)	90.47%	(47)
<b>TOTAL REVENUES</b>	<b>422,974</b>	<b>352,480</b>	<b>401,006</b>	<b>48,526</b>	<b>94.81%</b>	<b>6,606</b>
<b>EXPENDITURES</b>						
<b>Administration</b>						
Misc-Assessment Collection Cost	8,812	7,345	7,849	(504)	89.07%	89
<b>Total Administration</b>	<b>8,812</b>	<b>7,345</b>	<b>7,849</b>	<b>(504)</b>	<b>89.07%</b>	<b>89</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>130,998</b>	<b>131,502</b>	<b>(504)</b>	<b>31.23%</b>	<b>89</b>
Excess (deficiency) of revenues Over (under) expenditures	1,856	221,482	269,504	48,022	n/a	6,517
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating Transfers-Out	-	-	(5,465)	(5,465)	0.00%	(861)
Contribution to (Use of) Fund Balance	1,856	-	-	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>1,856</b>	<b>-</b>	<b>(5,465)</b>	<b>(5,465)</b>	<b>n/a</b>	<b>(861)</b>
Net change in fund balance	\$ 1,856	\$ 221,482	\$ 264,039	\$ 42,557	n/a	\$ 5,656
<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>\$ 565,478</b>	<b>\$ 608,035</b>			

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 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	MAR-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ -	\$ 290	\$ 290	0.00%	\$ 46
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>290</b>	<b>290</b>	<b>0.00%</b>	<b>46</b>
<b>EXPENDITURES</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	-	-	290	290	0.00%	46
Net change in fund balance	\$ -	\$ -	\$ 290	\$ 290	0.00%	\$ 46
<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>\$ 116,377</b>			

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 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	MAR-24 ACTUAL
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ -	\$ 1,201	\$ 1,201	0.00%	\$ 201
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>1,201</b>	<b>1,201</b>	<b>0.00%</b>	<b>201</b>
<b>EXPENDITURES</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	-	-	1,201	1,201	0.00%	201
<b>OTHER FINANCING SOURCES (USES)</b>						
Interfund Transfer - In	-	-	5,465	5,465	0.00%	861
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>5,465</b>	<b>5,465</b>	<b>0.00%</b>	<b>861</b>
Net change in fund balance	\$ -	\$ -	\$ 6,666	\$ 6,666	0.00%	\$ 1,062
<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>\$ 49,478</b>			

**CELEBRATION**

Community Development District

*Trend Report - General Fund*

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

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	TOTAL
	Actual	Actual	Actual	Actual	Actual	Actual	Actual Thru 3/31/2024
<b>Revenues</b>							
Interest - Investments	\$ 4,574	\$ 55,189	\$ 11,107	\$ 12,331	\$ 52,378	\$ 21,875	\$ 157,453
Right-of-Way Fees Electricity	80,000	91,960	78,608	63,115	70,081	26,301	410,065
Right-of-Way Fees Gas	230	208	162	217	262	30	1,109
Interlocal Agreement - Enterprise (Security)	-	-	-	-	-	-	-
Interlocal Agreement - Enterprise (Field)	-	-	-	-	-	-	-
Interest - Tax Collector	-	-	-	3,866	-	-	3,866
Building Rental Income	541	541	541	541	541	541	3,246
Building Operating Cost Income	1,204	1,204	1,204	1,204	1,204	1,204	7,224
Special Assmnts- Tax Collector	-	613,677	2,368,072	536,945	66,052	39,875	3,624,621
Special Assmnts- CDD Collected	-	-	-	6,218	-	-	6,218
Special Assmnts- Discounts	-	(12,666)	(94,346)	(16,088)	(17,986)	(419)	(141,505)
Settlements	-	-	-	30,400	-	-	30,400
Other Miscellaneous Revenues	5,080	4,990	1	451	201	81	10,805
<b>Total Revenues</b>	<b>91,629</b>	<b>755,103</b>	<b>2,365,349</b>	<b>639,200</b>	<b>172,733</b>	<b>89,488</b>	<b>4,113,502</b>
<b>Expenditures</b>							
<b>Administrative</b>							
P/R-Board of Supervisors	400	800	600	600	400	1,000	3,800
FICA Taxes	31	46	46	46	46	77	291
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-
ProfServ-Dissemination Agent	-	2,000	-	-	-	-	2,000
ProfServ-Engineering	-	9,673	1,995	3,583	8,978	7,242	31,471
ProfServ-Legal Services	-	5,525	1,998	4,783	7,813	11,516	31,634
ProfServ-Mgmt Consulting	8,375	8,375	16,749	-	8,374	8,375	50,247
ProfServ-Property Appraiser	-	2	767	-	-	2,344	3,113
ProfServ-Special Assessment	-	-	49,224	(24,612)	-	-	24,612
ProfServ-Trustee Fees	7,745	-	-	-	-	-	7,745
ProfServ-Web Site Development	1,553	-	-	-	-	-	1,553
ProfServ- Answering Service	953	613	740	454	672	695	4,126
ProfServ-Incorporation Study Legal	-	63	560	6,480	-	-	7,103
Auditing Services	-	-	-	-	-	-	-
Communication - Telephone	318	318	318	318	318	332	1,920
Postage and Freight	-	50	58	32	42	-	181
Insurance - General Liability	95,948	-	-	-	-	-	95,948
Insurance-Workmans Comp	850	-	-	-	-	-	850
Printing and Binding	-	-	95	(48)	-	-	48
Legal Advertising	-	-	302	68	-	477	847
Misc-Assessment Collection Cost	-	23,940	45,475	10,417	(10,958)	789	69,662
Office Supplies	-	172	120	522	-	-	814
Software	-	-	-	-	-	-	-
Annual District Filing Fee	-	175	-	-	-	-	175
<b>Total Administrative</b>	<b>116,173</b>	<b>51,752</b>	<b>119,047</b>	<b>2,643</b>	<b>15,685</b>	<b>32,847</b>	<b>338,140</b>

**CELEBRATION**

Community Development District

*Trend Report - General Fund*

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

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	TOTAL
	Actual	Actual	Actual	Actual	Actual	Actual	Actual Thru 3/31/2024
<b>Public Safety</b>							
Security Service - Sheriff	(1,960)	22,304	15,196	28,713	28,452	17,719	110,425
<b>Total Public Safety</b>	<b>(1,960)</b>	<b>22,304</b>	<b>15,196</b>	<b>28,713</b>	<b>28,452</b>	<b>17,719</b>	<b>110,425</b>
<b>Physical Environment</b>							
Contracts-Water Quality	-	-	-	-	-	-	-
Contracts-Aquatic Control	11,489	11,489	11,489	11,489	11,489	11,489	68,931
Contracts-Pest Control	20,752	20,752	20,752	20,752	20,752	20,752	124,515
R&M-Welland	-	-	-	-	-	-	-
<b>Total Physical Environment</b>	<b>32,241</b>	<b>32,241</b>	<b>32,241</b>	<b>32,241</b>	<b>32,241</b>	<b>32,241</b>	<b>193,446</b>
<b>Flood Control/Stormwater Mgmt</b>							
R&M-Canal Bank Restoration	-	-	-	-	-	-	-
R&M-Stormwater System	5,675	9,660	-	-	-	-	15,335
<b>Total Flood Control/Stormwater Mgmt</b>	<b>5,675</b>	<b>9,660</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,335</b>
<b>Field</b>							
ProfServ-Field Management	95,240	95,240	190,481	-	95,240	95,240	571,442
Contracts-Fountain	662	662	662	662	662	662	3,969
Contracts-Mulch	-	71,798	-	-	-	38,565	110,363
Contracts-Irrigation	8,058	8,058	8,058	8,058	10,832	10,832	53,897
Contracts-Trees & Trimming	-	-	65,231	-	2,212	4,769	72,212
Contracts-Shrub Maintenance	21,911	21,911	21,911	21,911	20,147	20,147	127,937
Contracts-Annuals	-	-	1,385	-	3,000	-	4,385
Contracts-General Site/ Trash and Debris	4,250	4,250	4,250	4,250	2,622	2,622	22,243
Contracts-Ground/Turf/Tree/Maintenance	54,054	54,054	54,054	54,054	30,853	52,853	299,920
Fuel, Gasoline and Oil	1,055	426	193	553	732	414	3,373
Electricity - General	4,600	4,600	5,047	(100)	8,810	3,681	26,638
Utility - Refuse Removal	566	2,690	684	1,385	2,106	3,364	10,796
Rentals - General	299	111	-	-	-	-	410
R&M-Aeration	963	-	-	963	-	-	1,925
R&M-Boardwalks	2,119	1,840	709	6,554	1,627	4,169	17,019
R&M-Common Area	2,030	2,835	3,412	2,211	2,796	1,003	14,287
R&M-Equipment	3,858	89	110	-	4,529	-	8,587
R&M-Fountain	575	921	648	575	637	625	3,981
R&M-Other Landscape	3,636	1,342	16,612	97,081	30,586	-	149,256
R&M-Irrigation	6,985	9,993	8,704	8,680	6,698	21,844	62,905
R&M-Roads & Alleyways	750	-	-	2,750	72	2,750	6,322
R&M-Sidewalks	22	31,388	3,732	60,717	2,082	1,156	99,097
R&M-Pressure Washing	110	571	5	142	1,100	133	2,060
R&M- Tree Removal/Replacement	3,000	12,648	-	9,700	4,650	14,635	44,633
R&M-Fire Equipment	-	140	-	-	-	-	140
R&M-Painting	290	-	134	89	46	65	625
Misc-Contingency	-	47	-	150	582	-	779
Building Op Costs	1,463	938	985	394	1,154	1,462	6,396
<b>Total Field</b>	<b>216,496</b>	<b>326,552</b>	<b>387,007</b>	<b>280,779</b>	<b>233,775</b>	<b>280,991</b>	<b>1,725,597</b>

**CELEBRATION**

Community Development District

**Trend Report - General Fund**

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

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	TOTAL
	Actual	Actual	Actual	Actual	Actual	Actual	Actual Thru 3/31/2024
<b><u>Capital Expenditures &amp; Projects</u></b>							
Capital Projects	1,105	109,195	2,111	42,372	14,070	-	168,853
<b>Total Capital Expenditures &amp; Projects</b>	<b>1,105</b>	<b>109,195</b>	<b>2,111</b>	<b>42,372</b>	<b>14,070</b>	<b>-</b>	<b>168,853</b>
<b><u>Road and Street Facilities</u></b>							
Electricity - Streetlights	15,799	15,796	16,377	15,166	16,057	13,814	93,008
R&M-Road Cleaning	8,250	11,000	13,750	8,250	11,000	11,000	63,250
R&M-Streetlights	5,731	70,721	1,133	6,389	4,135	2,923	91,032
R&M-Signage/Radar Sign Maintenance	-	-	1,195	141	-	335	1,671
<b>Total Road and Street Facilities</b>	<b>29,780</b>	<b>97,517</b>	<b>32,455</b>	<b>29,946</b>	<b>31,192</b>	<b>28,072</b>	<b>248,961</b>
<b><u>Non-Operating</u></b>							
Reserves-Annual Contribution	48,816	67,070	-	(115,886)	-	-	-
<b>Total Non-Operating</b>	<b>48,816</b>	<b>67,070</b>	<b>-</b>	<b>(115,886)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures</b>	<b>448,326</b>	<b>716,291</b>	<b>588,057</b>	<b>300,808</b>	<b>355,415</b>	<b>391,870</b>	<b>2,800,757</b>
Excess (deficiency) of revenues Over (under) expenditures	(356,697)	38,812	1,777,292	338,392	(182,682)	(302,382)	1,312,745
<b><u>Other Financing Sources (Uses)</u></b>							
Transfer to Reserve Fund	-	-	-	-	-	-	-
Contribution to (Use of) Fund Balance	-	-	-	-	-	-	-
<b>Total Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (356,697)	\$ 38,812	#####	\$ 338,392	\$ (182,682)	\$ (302,382)	\$ 1,312,745
<b>Fund Balance, Beginning (Oct 1, 2023)</b>							<b>3,173,308</b>
<b>Fund Balance, Ending</b>							<b>\$ 4,486,053</b>



**Notes to the Financial Statements  
March 31, 2024****General Fund**▶ **Assets**

- **Cash and Investments** - See Cash and Investment Report for further details
- **Accounts Receivable** - ROW Electricity & Gas Fees; Engineering; Legal
- **Prepaid Items** - Red Dot Chocolates; Republic Services
- **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  
March 31, 2024**

**Financial Overview / Highlights**

► Total general fund expenditures budget target is 50% and is approximately 54% compared to the adopted budget.

**Variance Analysis**

**Revenues (General Fund)**

Account Name	Annual Adopted Budget	YTD Actual	% of Budget	Explanation
Settlements	\$0	(\$30,400)	0%	State of FI Emergency Mgmt
Other Miscellaneous Revenues	(\$400,000)	(\$10,805)	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; Egressa teak benches \$200; David Hulme, chair \$80; sales tax allowance credits \$6

**Expenditures (General Fund)**

**Administration**

Proserv-Engineering	\$24,000	\$31,471	131%	Hanson, Walter fees thru Feb 2024
Proserv-Legal Services	\$40,000	\$31,634	79%	Latham, Luna thru Feb 2024
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	\$4,126	118%	Sunshine Communication to-date
Insurance - General Liability	\$68,149	\$95,948	141%	EGIS Insurance Advisors LLC

**Public Safety**

Security Service - Sheriff	\$200,000	\$110,425	55%	Osceola Sheriff to-date
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**Physical Environment**

Contracts-Water Quality	\$22,000	\$0	0%	Contractual account use as needed
Contracts-Aquatic Control	\$146,832	\$68,931	47%	Budget \$12,236 per month, actual \$11,488.50 per month

**Flood Control/Stormwater Mgmt**

R&M-Stormwater System	\$30,000	\$15,335	51%	All Florida Septic storm water system \$5,675; Sunbelt Metal aluminum grates \$9,660
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**Field**

Contracts-Mulch	\$106,260	\$110,363	104%	Contractual account use as needed
Contracts-Irrigation	\$96,696	\$53,897	56%	Budgeted for \$8,058 per month. Juniper Oct 2023 - Jan 2024 \$8,058 per month; United Land Feb-Mar 2024 \$10,832 per month
Contracts-Trees & Trimming	\$170,500	\$72,212	42%	Contractual account use as needed; United Land Svcs Mar 2024

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

<b>Account Name</b>	<b>Annual Adopted Budget</b>	<b>YTD Actual</b>	<b>% of Budget</b>	<b>Explanation</b>
Contracts-Shrub Maintenance	\$262,930	\$127,937	49%	Budgeted \$21,911 per month. Oct 2023 - Jan 2024 \$21,911 per month; Feb-Mar 2024 \$20,147 per month
Contracts-Annuaals	\$16,380	\$4,385	27%	Contractual account use as needed
Contracts-General Site/Trash and Debris	\$51,000	\$22,243	44%	Budgeted \$4,250 per month. Oct 2023 - Jan 2024 \$4,250 per month; Feb-Mar 2024 \$2,622 per month
<b><u>Field</u></b>				
Contracts-Ground/Turf/Tree/Maintenance	\$648,646	\$299,920	46%	Budgeted \$54,054 per month. Oct 2023 - Jan 2024 \$54,054 per month; Feb-Mar 2024 \$52,852 per month
Electricity - General	\$45,000	\$26,638	59%	Duke Energy charges have been on the increase
Utility - Refuse Removal	\$18,000	\$10,796	60%	Refuse removal to-date
R&M-Boardwalks	\$25,000	\$17,019	68%	Boardwalk repairs to-date
R&M-Other Landscape	\$200,000	\$149,256	75%	Landscape related including Benchmark Landscaping LLC job on Celebration Ave golf park \$96,320
R&M-Irrigation	\$65,000	\$62,905	97%	Irrigation repairs/supplies to-date
<b><u>Capital Expenditures &amp; Projects</u></b>				
Capital Outlay	\$191,500	\$168,853	88%	See schedule of financials
<b><u>Road and Street Facilities</u></b>				
Electricity - Streetlights	\$175,000	\$93,008	53%	Duke Energy to-date
R&M-Road Cleaning	\$108,000	\$63,250	59%	USA Seal & Swipe to-date
R&M-Streetlights	\$120,000	\$91,032	76%	Sesco Lighting, Sternberg \$67,575 and other supplies

CELEBRATION  
Community Development District

**Supporting Schedules**

**March 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	\$ 1,757	\$ 671	\$ 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
02/07/24	2,354	51	48	2,454	2,009	218	226
03/08/24	581	-	12	593	485	53	55
<b>Real Estate Current</b>							
11/24/23	671,897	28,566	13,712	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
02/07/24	69,731	7,060	1,423	78,214	64,043	6,955	7,216
03/08/24	46,642	512	952	48,105	39,389	4,278	4,438
<b>TOTAL</b>	\$ 4,168,787	\$ 172,817	\$ 85,077	\$ 4,426,682	\$ 3,624,621	\$ 393,645	\$ 408,415
<b>% COLLECTED</b>				93%	93%	93%	93%
<b>TOTAL OUTSTANDING</b>				\$ 348,825	\$ 285,622	\$ 31,019	\$ 32,183

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

<u>Investment Type</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<b>General Fund</b>				
Demand Deposit Account	SouthState Bank	n/a	0.00%	\$93,702
Government Interest	Valley National Bank	n/a	5.38%	4,450,461
			<b>Subtotal</b>	<u>4,544,163</u>
Certificate of Deposit (12 months)	Valley National Bank	8/16/2024	5.47%	750,000
			<b>Subtotal</b>	<u>750,000</u>
Public Funds MMA Variance Account	BankUnited	n/a	5.25%	637,352
U.S. Treasury Bill (6 months)	Valley National Bank	5/23/2024	5.22%	2,026,000
			<b>Subtotal</b>	<u>2,026,000</u>

**GF Subtotal** \$7,957,515

**Debt Service and Capital Projects Funds**

<u>Investment Type</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<b>Debit Service and Capital Project Funds</b>				
<b>Series 2013A</b>				
First American Government Obligation Fund	US Bank, Prepayment Fund	n/a	4.93%	257
First American Government Obligation Fund	US Bank, Reserve Fund	n/a	4.93%	196,688
First American Government Obligation Fund	US Bank, Revenue Fund	n/a	4.93%	706,329
<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%	396,597
			<b>Subtotal</b>	<u>1,506,952</u>
Business Money Market Checking	SouthState Bank	n/a	0.50%	116,365
			<b>Subtotal</b>	<u>116,365</u>
<b>Series 2021</b>				
US Bank Nat'l Association Commercial Paper	US Bank, Construction Fund	n/a	5.25%	49,478
			<b>Total</b>	<u><u>\$9,630,310</u></u>

**Capital Projects**  
March 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	53,261	(13,261)
Utility Vehicle	12,000	-	12,000
Rails(East Lawn Bridge) (3)	-	19,020	-
<b>Total Capital Projects</b>	<b>\$ 191,500</b>	<b>\$ 168,853</b>	<b>\$ 29,667</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 \$52,156
- (3) Nash Construction

**Right-of-Way Fees Electricity**  
March 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	70,081.10
2/29/2024	February	46,300.55
3/31/2024	March	50,000.00
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>\$ 410,064.98</b>

Note: Mar will be received in mid Apr



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	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)
ACH	ACH	02/19/24	Vendor	DUKE ENERGY-ACH	122623 ACH	BILL PRD 12/28/23-1/26/24	Due To Other Districts	206500	(\$13,016.64)
ACH	ACH	03/20/24	Vendor	DUKE ENERGY-ACH	032023 ACH	BILL PRD 1/27/24-2/26/24	Due To Other Districts	206500	(\$12,569.33)
JE	ACCRUAL	03/31/24	Vendor	DUKE ENERGY-ACH	ACCRUAL	BILL PRD MAR 2024	Due To Other Districts	206500	(\$12,500.00)
								<b>DUE TO OTHER DISTRICTS A/C #206500</b>	<b><u>(\$163,700.71)</u></b>

# **Section 7**

## **Business Matters**

# **Subsection 7A**

## **Event Use Application**

### CELEBRATION CDD EVENT USE APPLICATION

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

PLEASE TYPE OR PRINT IN INK

Name of Applicant: Democrats of Celebration Club  
Mailing Address: 1231 Celebration Ave. Phone: 732-682-9639  
Email: democratsofcelebration@gmail.com

Contact Person (name and title): Anne Gunderson, President  
Mailing Address: 1231 Celebration Ave. Phone: 732-682-4639  
Email: annegunderson2020@gmail.com

Date of event/program: Various <sup>outside of Lakeside @</sup> Island Village @ <sup>celebration Blvd at sign (C)</sup> TIMES—Start: (B) weekends, TBD, 2 Hours <sup>(A) - 4:30 - 8:30 pm, Food Truck Fridays</sup>  
Nature of event/program (including the type(s) of activities which will occur during its conduct): (C) - weekday, TBD 2 Hours

Non-partisan voter registration, helping people register or check their registrations, using their own phones or paper forms if needed, which we'll supply. We will do this until Oct. 7, the last day to register for the V/selection  
How does the event/program benefit the constituents of the CCDD? Good citizenship made easy, contributes to Celebration's pillars of Education and Community.

Number of people and vehicles expected to attend: No vehicles, 2-8 people volunteering at a time

Area(s) to be used (attach sketch and/or legal description): Outside Food Truck Fridays, near community center in Island Village (TOD) + on Celebration Blvd at sign

Will any sidewalks be closed? If yes, attach sketch to identify location(s): NO, no impediment to pedestrians  
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) varying and will be completed at (time) 2-3 hours

People will begin arriving at said area(s) at approximately (time) varying and will be dispersed at (time) 2-3 hours later

Equipment and apparatus proposed to be utilized in connection with the event/program (i.e., tables, sound system, props):  
A table, smooches a canopy to protect from sun, chairs, a voter registration sign.

Provider or description of debris and trash removal: We will leave any area cleaner than we found it

Will any goods or services be sold? NO If yes, describe: \_\_\_\_\_

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

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

We are happy to let CCDD know exact times & places when we have them. Volunteers can be challenging to organize.

Signed by Applicant: Democrats of Celebration  
(Insert name of organization if applicable)

Date: 4/1/24  
Signature: Anne L. Gunderson  
Print Name: Anne L. Gunderson

Witness: Paul Dunlap  
Print Name: PAUL DUNLAP  
Title: \_\_\_\_\_  
Witness: Denis D. Dord  
Print Name: Denis D. Dord  
Title: Club President

**ADDITIONAL RULES AND REGULATIONS FOR EVENT**

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

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

Signature: Anne L. Gunderson

Print Name: Anne L. Gunderson

Title: President, Democrats of Celebration Club

Date: 4/1/24

**EVENT USE AGREEMENT**

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

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

**Signed by Applicant:**

By: Anne L. Gunderson  
 Name: Anne L. Gunderson  
 Title: President, Democrats of Celebration  
 Date: 4/1/24

Witness: [Signature]  
 Print Name: Denis D. Dawd

Approved by: **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

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

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

# **Subsection 7B**

## **Acceptance of Fiscal Year 2023 Audit**

# Financial Statements

September 30, 2023

**Celebration Community  
Development District**

DRAFT



Celebration Community Development District  
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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
*Celebration Community Development District*

### Report on the Audit of the Financial Statements

#### Opinions

We have audited the financial statements of the governmental activities, and each major fund, and the aggregate remaining fund information of the *Celebration Community Development District* (the "District"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of September 30, 2023, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

#### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued a report dated [REDACTED], 2024, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*McDermitt Davis*

Orlando, Florida  
[REDACTED], 2024

Celebration Community Development District  
**Management's Discussion and Analysis**

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Our discussion and analysis of *Celebration Community Development District's* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

**Financial Highlights**

- At September 30, 2023 the District reported net position of \$46,819,487, an decrease in net position of \$2,518,399 in comparison with the prior year.
- At September 30, 2023, the District's governmental funds reported a fund balance of \$6,943,782 a decrease of \$448,791 in comparison with the prior year.

**Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the *Celebration Community Development District's* financial statements. The District's financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements.

**Government-Wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the District's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government and maintenance and operations related functions.

**Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Governmental Funds.

**Governmental Funds** - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Celebration Community Development District  
**Management’s Discussion and Analysis**

The District maintains seven individual governmental funds. Information is presented separately in the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures and Changes in Fund Balances for the general fund which is considered to be a major fund.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

**Notes to Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Government-Wide Financial Analysis**

Statement of Net Position - The District’s net position was \$46,819,487 at September 30, 2023. The following analysis focuses on the net position of the District’s governmental activities.

	<b>September 30, 2023</b>	<b>September 30, 2022</b>
Current and other assets	\$ 8,140,808	\$ 8,611,590
Capital assets, net	50,701,376	53,165,235
<b>Total assets</b>	<b>58,842,184</b>	<b>61,776,825</b>
Deferred charge on refunding	25,870	28,458
Total assets and deferred charge on refunding	<u>\$ 58,868,054</u>	<u>\$ 61,805,283</u>
Current liabilities	\$ 1,367,230	\$ 1,394,842
Long-term liabilities	10,681,337	11,072,555
Total liabilities	<u>12,048,567</u>	<u>12,467,397</u>
Net Position:		
Net investment in capital assets	40,045,909	42,161,342
Restricted for:		
Debt service	775,849	741,407
Capital projects	158,899	115,585
Unrestricted	<u>5,838,830</u>	<u>6,319,552</u>
<b>Total net position</b>	<b><u>\$ 46,819,487</u></b>	<b><u>\$ 49,337,886</u></b>

Celebration Community Development District  
**Management’s Discussion and Analysis**

The following is a summary of the District’s governmental activities for the fiscal years ended September 30.

	<u>2023</u>	<u>2022</u>
Program Revenues:		
Charges for services	\$ 4,030,903	3,786,008
Grants and contributions	29,837	1,969
General Revenues:		
Right-of-way fees, investment, and other revenues	1,515,658	928,976
Total revenues	<u>5,576,398</u>	<u>4,716,953</u>
Expenses:		
General government	439,811	409,219
Maintenance and operations	4,642,554	3,458,500
Depreciation	2,584,827	2,593,569
Interest	427,605	451,914
Total expenses	<u>8,094,797</u>	<u>6,913,202</u>
Change in net position	(2,518,399)	(2,196,249)
Net position, beginning	<u>49,337,886</u>	<u>51,534,135</u>
Net position, ending	<u>\$ 46,819,487</u>	<u>\$ 49,337,886</u>

As noted above and in the Statement of Net Position, the cost of all governmental activities during the year ended September 30, 2023 was \$8,094,797. The majority of these costs are comprised of maintenance and operations expenditures.

**Financial Analysis of the Government’s Funds**

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District’s governmental funds is to provide information on near - term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District’s financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government’s net resources available for spending at the end of the fiscal year. At September 30, 2023, the District’s governmental funds reported combined ending fund balances of \$6,943,782. Of this total, \$8,679 is nonspendable, \$1,104,952 is restricted, \$3,996,279 is assigned and the remainder of \$1,833,872 is unassigned.

The general fund balance decreased \$480,722 in the current year due to increased expenditures.

**General Fund Budgetary Highlights**

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. There has been one amendment to the September 30, 2023 general fund budget. The legal level of budgetary control is at the fund level.

Celebration Community Development District  
**Management's Discussion and Analysis**

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**Capital Asset and Debt Administration**

**Capital Assets** - At September 30, 2023, the District had \$50,701,376 invested in assets, net of accumulated depreciation. More detailed information about the District's capital assets is presented in the notes to the financial statements.

**Capital Debt** - At September 30, 2023, the District had \$10,535,000 in bonds outstanding. More detailed information about the District's capital debt is presented in the notes to the financial statements.

**Requests for Information**

If you have questions about this report or need additional financial information, contact the *Celebration Community Development District's* Finance Department at 313 Campus Street, Celebration Florida, 34747.

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**FINANCIAL STATEMENTS**

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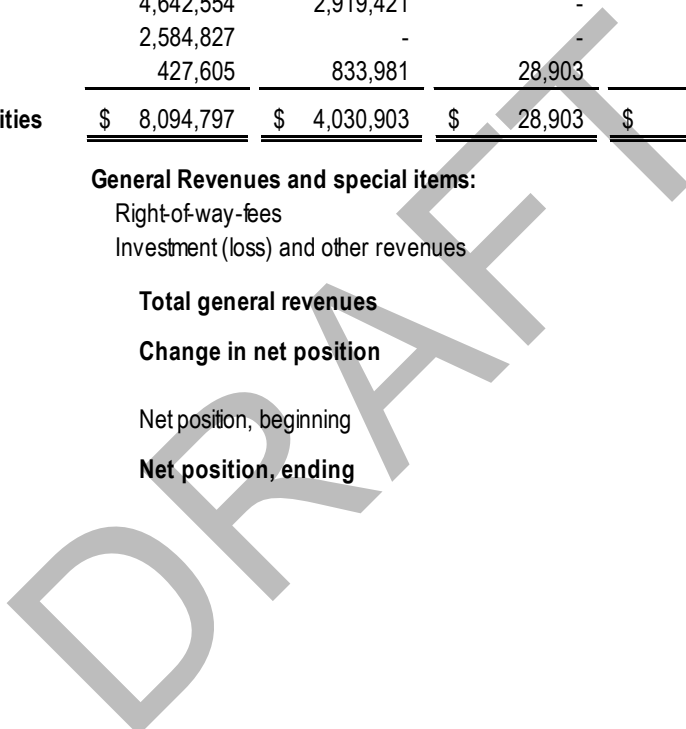


Celebration Community Development District  
**Statement of Net Position**  
September 30, 2023

	<b>Governmental Activities</b>
<b>Assets:</b>	
Current and Other Assets:	
Cash and cash equivalents	\$ 2,276,801
Investments	5,675,659
Accounts receivable	147,583
Other receivables	32,086
Prepaid expenses	4,875
Deposits	3,804
Capital Assets:	
Capital assets not being depreciated: Land and construction in progress	37,850,318
Capital assets, net of depreciation	12,851,058
<b>Total assets</b>	<b>58,842,184</b>
<b>Deferred outflows of resources</b>	
Deferred charge on refunding	25,870
<b>Liabilities:</b>	
Accounts payable	393,100
Accrued interest payable	170,204
Due to Other District	40,460
Easement deposit	206,677
Unearned revenue - Enterprise CDD	556,789
Noncurrent Liabilities:	
Due within one year	400,000
Due in more than one year	10,281,337
<b>Total liabilities</b>	<b>12,048,567</b>
<b>Net Position:</b>	
Net investment in capital assets	40,045,909
Restricted for:	
Debt service	775,849
Capital projects	158,899
Unrestricted	5,838,830
<b>Total net position</b>	<b>\$ 46,819,487</b>

Celebration Community Development District  
**Statement of Activities**  
 Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenue		Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions		
					Governmental Activities
Governmental Activities:					
General government	\$ 439,811	\$ 277,501	\$ -	\$ -	\$ (162,310)
Maintenance and operations	4,642,554	2,919,421	-	-	(1,723,133)
Depreciation	2,584,827	-	-	-	(2,584,827)
Interest	427,605	833,981	28,903	934	436,213
<b>Total governmental activities</b>	<b>\$ 8,094,797</b>	<b>\$ 4,030,903</b>	<b>\$ 28,903</b>	<b>\$ 934</b>	<b>(4,034,057)</b>
<b>General Revenues and special items:</b>					
					1,041,618
Right-of-way-fees					474,040
Investment (loss) and other revenues					
<b>Total general revenues</b>					<b>1,515,658</b>
<b>Change in net position</b>					<b>(2,518,399)</b>
Net position, beginning					49,337,886
<b>Net position, ending</b>					<b>\$ 46,819,487</b>



Celebration Community Development District  
**Balance Sheet - Governmental Funds**  
 September 30, 2023

	<u>General</u>	<u>Nonmajor Funds</u>	<u>Total Governmental Funds</u>
<b>Assets:</b>			
Cash and cash equivalents	\$ 2,160,726	\$ 116,075	\$ 2,276,801
Investments	4,693,442	982,217	5,675,659
Accounts receivable	147,583	-	147,583
Other receivables	25,438	6,648	32,086
Due from general fund	-	12	12
Prepaid expenditures	4,875	-	4,875
Deposits	3,804	-	3,804
<b>Total assets</b>	<u>\$ 7,035,868</u>	<u>\$ 1,104,952</u>	<u>\$ 8,140,820</u>
<b>Liabilities and Fund Balances:</b>			
Liabilities:			
Accounts payable	\$ 393,100	\$ -	\$ 393,100
Easement deposit	206,677	-	206,677
Unearned revenue - Enterprise CDD	556,789	-	556,789
Due to other districts	40,460	-	40,460
Due to capital projects fund	12	-	12
<b>Total liabilities</b>	<u>1,197,038</u>	<u>-</u>	<u>1,197,038</u>
Fund Balances:			
Nonspendable	8,679	-	8,679
Restricted for debt service	-	946,053	946,053
Restricted for capital projects	-	158,899	158,899
Assigned for:			
Operating reserves	1,157,075	-	1,157,075
Capital projects	1,016,278	-	1,016,278
Assessment stabilization	400,000	-	400,000
Annual Contribution	100,000	-	100,000
Boardwalk and trails	375,000	-	375,000
Roads and alleyways	112,452	-	112,452
Disaster relief	755,974	-	755,974
Self insurance	79,500	-	79,500
Unassigned	1,833,872	-	1,833,872
<b>Total fund balances</b>	<u>5,838,830</u>	<u>1,104,952</u>	<u>6,943,782</u>
<b>Total Liabilities and Fund Balances</b>	<u>\$ 7,035,868</u>	<u>\$ 1,104,952</u>	<u>\$ 8,140,820</u>

Celebration Community Development District  
**Reconciliation of the Balance Sheet - Governmental Funds**  
**To the Statement of Net Position**  
 September 30, 2023

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Total fund balance, governmental funds	\$	6,943,782
Amounts reported for governmental activities in the Statement of Net Assets are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.		50,701,376
Deferred charges on refunding are not financial resources and, therefore, are not reported as assets in governmental funds. The Statement of Net Position includes these charges, net of amortization.		25,870
Liabilities not due and payable from current available resources are not reported in governmental fund statements. All liabilities both current and long-term, are reported in the government-wide statements.		
Accrued interest payable		(170,204)
Bonds payable		(10,681,337)
		(10,851,541)
<b>Net Assets of Governmental Activities</b>	<b>\$</b>	<b>46,819,487</b>

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Celebration Community Development District  
**Statement of Revenues, Expenditures and Changes in the Fund Balances**  
**Governmental Funds**  
Year Ended September 30, 2023

	General	Nonmajor Funds	Total Governmental Funds
<b>Revenues:</b>			
Special assessments	\$ 3,196,922	\$ 833,981	\$ 4,030,903
Right-of-way fees	1,041,618	-	1,041,618
Investment and other revenues	474,040	29,837	503,877
<b>Total revenues</b>	<b>4,712,580</b>	<b>863,818</b>	<b>5,576,398</b>
<b>Expenditures:</b>			
Current:			
General government	429,780	10,031	439,811
Maintenance and operations	4,763,522	-	4,763,522
Debt Service:			
Principal	-	400,000	400,000
Interest	-	421,856	421,856
<b>Total expenditures</b>	<b>5,193,302</b>	<b>831,887</b>	<b>6,025,189</b>
<b>Excess (Deficit) of Revenues Over Expenditures</b>	<b>(480,722)</b>	<b>31,931</b>	<b>(448,791)</b>
<b>Other Financing Sources (Uses)</b>			
Interfund transfer in	-	2,176	2,176
Interfund transfer out	-	(2,176)	(2,176)
Total other financing sources (uses)	-	-	-
<b>Net change in fund balances</b>	<b>(480,722)</b>	<b>31,931</b>	<b>(448,791)</b>
Fund balances, beginning of year	6,319,552	1,073,021	7,392,573
<b>Fund balances, end of year</b>	<b>\$ 5,838,830</b>	<b>\$ 1,104,952</b>	<b>\$ 6,943,782</b>

Celebration Community Development District  
**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of  
 Governmental Funds to the Statement of Activities**  
 Year Ended September 30, 2023

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net Change in Fund Balances - total governmental funds \$ (448,791)

Governmental Funds report outlays for capital assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost of those assets is recorded as capital assets. Depreciation on capital assets is not recognized in the governmental fund statement; however, it is reported as an expense in the statement of activities. Capital outlay is included in maintenance and operations expenditures and capital outlay expenditures in the fund statements.

Capital outlay	120,968	
Depreciation expense	<u>(2,584,827)</u>	(2,463,859)

Repayments of bond principal are expenditures in governmental funds while repayments reduce liabilities in the statement of net position. Also, governmental funds report the effect premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.

Repayment of bonds payable	400,000	
Amortization of bond premium	5,722	
Amortization of bond discount	(14,504)	
Amortization of deferred charge on refunding	<u>(2,588)</u>	388,630

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest		<u>5,621</u>
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**Change in Net Position of Governmental Activities** \$ (2,518,399)

Celebration Community Development District  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - General Fund**  
 Year Ended September 30, 2023

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget - Positive (Negative)</b>
	<b>Original Budget</b>	<b>Final Budget</b>		
<b>Revenues:</b>				
Special assessments	\$ 3,184,183	\$ 3,184,183	\$ 3,196,922	\$ 12,739
Right-of-way fees	983,041	983,041	1,041,618	58,577
Investment (loss) and other revenues	586,077	586,077	474,040	(112,037)
<b>Total revenues</b>	<b>4,753,301</b>	<b>4,753,301</b>	<b>4,712,580</b>	<b>(40,721)</b>
<b>Expenditures:</b>				
Current				
General government	393,730	393,730	429,780	(36,050)
Maintenance and operations	4,234,571	4,731,571	4,763,522	(31,951)
Capital outlay	125,000	125,000	-	125,000
<b>Total expenditures</b>	<b>4,753,301</b>	<b>5,250,301</b>	<b>5,193,302</b>	<b>56,999</b>
<b>Excess (Deficit) of Revenues Over Expenditures</b>	<b>-</b>	<b>(497,000)</b>	<b>(480,722)</b>	<b>16,278</b>
<b>Net Change in fund balance</b>	<b>\$ -</b>	<b>\$ (497,000)</b>	<b>(480,722)</b>	<b>\$ 16,278</b>
Fund balance, beginning			6,319,552	
<b>Fund balance, ending</b>			<b>\$ 5,838,830</b>	

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**NOTES TO FINANCIAL STATEMENTS**



## NOTE 1            SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Reporting Entity

The Celebration Community Development District, (the "District") was established on March 8, 1994 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. Chapter 190 provides that a Community Development District with a size of 1,000 acres or more may be established by rule adopted under Chapter 120 by the Florida Land and Water Adjudicatory Commission ("FLWAC"). The District was established by Chapter 42Q, Florida Administrative Code as amended, adopted by FLWAC. The District currently comprises approximately 6,548 acres of an anticipated 9,500 acre planned community.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District, as well as, outside the District pursuant to the interlocal agreements. The District has the authority to borrow money and issue bonds, and to assess and levy non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District is governed by a Board of Supervisors ("Board"), which is comprised of five members. The Supervisors are elected by qualified electors of Osceola County whose primary residence is within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the final responsibility for:

1. Allocating and levying special assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB) in statements No. 14 and No. 61. Based on the foregoing criteria, no potential component units were found.

### Government-Wide and Fund Financial Statements

The financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the District. For the most part, the effect of interfund activity has been removed from these statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants, contributions and investment income that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

**NOTE 1                   SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting; however, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance special assessments are levied by the District prior to the start of the fiscal year which begins October 1<sup>st</sup> and ends on September 30<sup>th</sup>. These assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following governmental funds, which are considered to be major funds:

*General Fund* - is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Additionally, the District reports the following nonmajor governmental funds:

*Debt Service Funds - Series 2013A and Series 2021* - accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

*Capital Projects Funds - Series 2002 and Series 2021* - accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

**Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance**

*Restricted Assets*

These assets represent cash and investments set aside pursuant to bond covenants.

*Deposits and Investments*

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

**NOTE 1                      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

*Prepaid Items*

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

*Capital Assets*

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Equipment	3 - 10
Improvements	15 - 30
Infrastructure	20 - 30

*Long Term Obligations*

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position. The amount due within one year is due within one year of the Statement of Net Position date. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums and discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

*Deferred Outflows of Resources*

In addition to assets, the statement of financial position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has one item, a deferred charge on refunding that qualifies for reporting in this category. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

*Deferred Inflows of Resources*

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District doesn't have any items that qualify for reporting in this category.

**NOTE 1            SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Net Position Flow Assumption*

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

*Fund Balance Flow Assumptions*

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

*Fund Balance Policies*

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors may designate an individual to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above an additional action is essential to either remove or revise a commitment.

**Other Disclosures**

*Use of Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

*Reclassifications*

Certain reclassifications have been made to the 2022 financial statements to conform to the 2023 financial statement presentation. Such reclassifications had no effect on the increase/decrease in net position or fund balance or total net position or fund balance as previously reported.

**New Accounting Standards**

In fiscal year 2023, the District has not implemented any new accounting standards with a material effect on the District's financial statements.

## **NOTE 2            STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY**

### **Budgetary Information**

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to October 1, the budget is legally adopted by the District Board.
4. All budget changes must be approved by the District Board.
5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

## **NOTE 3            DEPOSITS AND INVESTMENTS**

### **Deposits**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

### **Investments**

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District's investments in money market funds consist of shares owned in the fund rather than the underlying investments. In accordance with GASB 72, these amounts are reported at amortized cost.

The commercial paper is reported in the financial statements at fair value. Under GASB 72, assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

The District has the following recurring fair value measurements as of September 30, 2023:

- Money market mutual funds of \$598,794 is valued using Level 2 inputs.
- Treasury Bills of \$2,683,515 is valued using Level 1 inputs.
- Commercial paper of \$383,423 is valued using Level 1 inputs.
- Certificates of deposit of \$2,009,927 is valued using Level 1 inputs.

**NOTE 3 DEPOSITS AND INVESTMENTS (CONTINUED)**

Instead of establishing a written investment policy, the District elected to limit investments to those approved by Florida Statutes and the District Trust Indenture. Authorized District investments include, but are not limited to:

1. The Local Government Surplus Funds Trust Fund (SBA);
2. Securities and Exchange Commission Registered Money Market Funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing time deposits or savings accounts in qualified public depositories;
4. Direct obligations of the U.S. Treasury;

Investments made by the District at September 30, 2023 are summarized below.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Weighted Average Maturity</u>
Short-term Money Market Funds	\$ 598,794	AAAm	24 days
Treasury Bills	2,683,515	N/A	6 months
Commercial Paper	383,423	A-1+	NA
Certificate of Deposit	2,009,927	NA	3-12 months
	<u>\$ 5,675,659</u>		

*Credit Risk:*

The District limits credit risk by restricting authorized investments to those described which are either backed by the full faith and credit of the United States Government or maintain the highest credit quality ratings of Moody's or S&P.

*Custodial Credit Risk:*

In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2023, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2023, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

*Concentration of Credit Risk:*

There is no limit on the amount the District may invest in any one issuer.

*Interest Rate Risk:*

The District does not specifically address interest rate risk; however, their practice is to apply the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and in general, avoid speculative investments. The District invests to provide sufficient liquidity to pay obligations as they come due.

Celebration Community Development District  
**Notes to Financial Statements**  
 September 30, 2023

**NOTE 4 CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Disposals</u>	<u>Ending Balance</u>
<b>Governmental Activities:</b>				
Capital Assets Not Being Depreciated:				
Land	\$ 30,737,269	\$ -	\$ -	\$ 30,737,269
Construction in progress	7,113,049	-	-	7,113,049
<b>Total capital assets not being depreciated</b>	<b>37,850,318</b>	<b>-</b>	<b>-</b>	<b>37,850,318</b>
Capital Assets Being Depreciated:				
Equipment	325,183	-	-	325,183
Infrastructure	72,403,283	99,720	-	72,503,003
Improvements	3,789,727	21,248	-	3,810,975
<b>Total capital assets being depreciated</b>	<b>76,518,193</b>	<b>120,968</b>	<b>-</b>	<b>76,639,161</b>
Less Accumulated Depreciation for:				
Equipment	(144,275)	(32,000)	-	(176,275)
Infrastructure	(57,637,533)	(2,484,008)	-	(60,121,541)
Improvements	(3,421,468)	(68,819)	-	(3,490,287)
<b>Total accumulated depreciation</b>	<b>(61,203,276)</b>	<b>(2,584,827)</b>	<b>-</b>	<b>(63,788,103)</b>
Total capital assets being depreciated, net	15,314,917	(2,463,859)	-	12,851,058
Governmental activities capital assets, net	<u>\$ 53,165,235</u>	<u>\$ (2,463,859)</u>	<u>\$ -</u>	<u>\$ 50,701,376</u>

Depreciation expense was \$2,584,827.

Construction in progress is related to infrastructure construction for Island Village paid from the Series 2021 special assessment bonds.

**NOTE 5 LONG-TERM LIABILITIES**

**Special Assessment and Refunding Bonds - Public Offering**

\$5,175,000 of Special Assessment Revenue Refunding Bonds, Series 2013 A with interest rates from 2.250% to 4.000%. These bonds were issued to repay in full the Series 2003 A bonds. Interest is paid semiannually on each May 1 and November 1. Principal payments on the Series 2013A bonds are made serially commencing on May 1, 2015 through May 1, 2034.

In August of 2021, the District issued \$7,545,000 of Special Assessment Revenue Bonds, Series 2021 with interest rates from 2.25% to 4.00%. These bonds were issued to finance the acquisition and construction of certain improvements for Island Village. Interest is paid semiannually on each May 1 and November 1. Principal payments on the Series 2021 bonds are made serially commencing on May 1, 2022 through May 1, 2051.

The Bond Indentures for all series have certain restrictions and requirements relating principally to the use of proceeds to pay for public infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District has levied special assessments in annual amounts adequate to provide payment of debt service. The District is in compliance with the requirements of the Bond Indentures for all series.

The Bond Indentures also require that the District maintain adequate funds in reserve accounts to meet the debt service reserve requirements as defined in the Bond Indentures. The debt service reserve requirements have been met for the fiscal year ended September 30, 2023.

Long-term debt activity for the year ended September 30, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Governmental Activities:</b>					
Bonds Payable:					
Series 2013 A	\$ 3,550,000	\$ -	\$ (235,000)	\$ 3,315,000	\$ 235,000
Series 2021	7,385,000	-	(165,000)	7,220,000	165,000
Unamortized premium	165,931	-	(5,722)	160,209	-
Unamortized discount	(28,376)	-	14,504	(13,872)	-
Governmental activity long-term liabilities	<u>\$ 11,072,555</u>	<u>\$ -</u>	<u>\$ (391,218)</u>	<u>\$10,681,337</u>	<u>\$ 400,000</u>



**NOTE 5 LONG-TERM LIABILITIES (CONTINUED)**

At September 30, 2023, the scheduled debt service requirements on the bonds payable were as follows:

**Governmental Activities**

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
2024	\$ 400,000	\$ 408,490	\$ 808,490
2025	415,000	394,788	809,788
2026	430,000	380,246	810,246
2027	450,000	364,832	814,832
2028	470,000	346,382	816,382
2029 - 2033	2,645,000	1,424,824	4,069,824
2034 - 2038	1,540,000	932,220	2,472,220
2039 - 2043	1,365,000	717,644	2,082,644
2044 - 2048	1,655,000	437,200	2,092,200
2049 - 2051	1,165,000	94,600	1,259,600
	<u>\$ 10,535,000</u>	<u>\$ 5,501,226</u>	<u>\$ 16,036,226</u>

**NOTE 6 RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. Settled claims from these risks have not exceeded commercial insurance coverage in the previous three years.

**NOTE 7 SIGNIFICANT LANDOWNER TRANSACTIONS**

During the year ended September 30, 2023, the District assessed a significant landowner \$624,269 for operations and maintenance and debt service costs, respectively, which represents 15% of assessment revenue.

**NOTE 8 INTERLOCAL AGREEMENT**

During the year ended September 30, 2016, the District and Enterprise Community Development District ("Enterprise") entered into an interlocal agreement for the development and operations and maintenance of the Celebration Maintenance Facility ("Facility"). In connection with this agreement, Enterprise paid the District \$656,335.

The payment of \$656,335 represents a base rent contribution related to a 50-year lease of a portion of the Facility. The lease commenced March 1, 2016 and can be renewed for two successive 10-year periods for additional consideration after the initial 50-year period ends. No additional base rent amounts are due during the initial 50-year period, however Enterprise has agreed to pay 40% of the total ongoing operations and maintenance costs. In accordance with generally accepted accounting principles, the base rent contribution is being recognized as revenue on a straight-line basis over the term of the lease. Accordingly, revenue totaling \$13,127, included in the Statement of Revenues, Expenditures and Changes in Fund Balances on page 11 as investment and other revenues of the General Fund, has been recognized during the year ended September 30, 2023, and the remaining balance of \$556,789 is recorded as unearned revenue in the Statement of Net Position on page 7 and Balance Sheet - Governmental Funds on page 9. If the lease was terminated prior to the end of the first 50-year period, the District would be required to repay a portion of Enterprise's development contribution based on the length of the remaining term of the lease.

**NOTE 9                    MANAGEMENT COMPANY**

The District has contracted with a management company, Inframark, to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

The District has contracts with the same company to serve as the “Field Manager” for the common area maintenance of the District. The Field Manager oversees certain services including: landscape, irrigation and general grounds maintenance operations.

The District entered into an agreement whereby it leased a portion of the Celebration Maintenance Facility to its management company. The agreement calls for base annual rent of \$4,680, payable in equal monthly installments, which is included in the Statement of Revenues, Expenditures and Changes in Fund Balances as investment and other revenues of the General Fund. The agreement renews automatically from month to month unless either party delivers written notice of its intention to terminate the agreement.

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**COMPLIANCE SECTION**

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Celebration Community Development District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Celebration Community Development District (the "District") as of and for the year ended September 30, 2023 and the related notes to the financial statements, which collectively comprise the District's financial statements and have issued our report thereon dated           , 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*McDermitt Davis*

Orlando, Florida  
          , 2024



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## MANAGEMENT LETTER

Board of Supervisors  
*Celebration Community Development District*

### Report on the Financial Statements

We have audited the financial statements of *Celebration Community Development District*, (the "District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated           , 2024.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated           , 2024, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, require that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no such findings in the preceding annual financial audit report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### Specific Information (Unaudited)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the District reported:

- a. The total number of district employees compensated in the last pay period of the district's fiscal year- None.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 21.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency - None.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$3,144,192.

- e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as: N/A
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final budget under Section 189.016(6), Florida Statutes, as included in General Fund Budget Statement.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the district reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the district as \$.37 to \$2,661.15 per unit/square foot.
- b. The total amount of special assessments collected by or on behalf of the district as \$4,025,323.
- c. The total amount of outstanding bonds issued by the district and the terms of such bonds is disclosed in Note 5 of the financial statements.

#### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

#### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*McDiarmid Davis*

Orlando, Florida  
          , 2024

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**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH  
THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

Board of Supervisors  
*Celebration Community Development District*

We have examined Celebration Community Development District's (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2023. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

*McDermitt Davis*

Orlando, Florida  
          , 2024

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# **Subsection 7C**

## **Donation and Memorial Policy**



## 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 fully funded by CCDD landowners or groups of landowners. The CCDD shall bear no costs other than installation of the memorial.
- Memorials representing or depicting a commercial advertisement or purpose shall not be permitted.
- Engraving on all memorial items are limited to a 2" x 8" plaque with a maximum of [43 lines and 15 characters per line].
- The CCDD will have final approval of the wording for the engraving on all memorials. Suggested wording must be provided in the application.
- 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 CCDD 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 suitable locations within the CCDD property, and remove existing memorials with no reimbursement due to the dedicating landowner.

- The ~~CCDD~~ CCDD 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")-(2"x8")}~~. The style of bench and plaque are at the sole discretion of CCDD.
- The cost for the ~~benches~~ bench and plaque will be the District's actual cost for the bench and plaque plus a \$\_\_\_ administration and installation fee. If a pre-installed bench is selected, the original purchase price of the bench shall be charged plus the cost for a new plaque and the above-mentioned 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~~ Club may elect to ~~plant~~ assist CCDD in ~~planting~~ trees in certain CCDD parks and open spaces. ~~Interested parties should contact the Garden Club to discuss possible memorial trees.~~

- The CCDD ~~will~~ may 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.]~~ A tree may be purchased with a bronze (tree mounted) or granite (ground-based) memorial plaque. The style of plaque is at the sole discretion of CCDD. Wording shall be approved by the CCDD.
- 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?]~~

**Costs**

The cost for a memorial bench or a tree will be the District's actual cost for the bench or tree selected, materials needed for installation, and a plaque (if desired) plus a \$\_\_\_ administration and installation fee.

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**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:

- Applicant 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 will make best efforts, but 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 or tree; however, the final ~~decision concerning these issues~~ determination of location and bench type or tree, rests with the CCDD.
- All benches or trees donated through this program are the property of the CCDD.
- Not all open spaces or parks are suitable for a bench or tree donation. The CCDD staff will make the final decision regarding bench or tree location, style, type and availability.
- The CCDD has not made any representation that a payment for a memorial is a charitable deduction by the Applicant for tax purposes. Applicant must contact myits own tax advisor.

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

Signature of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Memorial Bench type and location requested:

\_\_\_\_\_

Tree type and location requested: \_\_\_\_\_

Proposed wording for plaque, if requested: \_\_\_\_\_

---

Cost: \_\_\_\_\_: \_\_\_\_\_ (supplied by CCDD)

Accepted by Applicant: \_\_\_\_\_

CCDD Staff Name: \_\_\_\_\_ Approval Date: \_\_\_\_\_:

Payment received: \_\_\_\_\_:

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

Payment Method: \_\_\_\_\_

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# **Subsection 7D**

## **Proposals for Audio/Visual Upgrades**

# CCDD Video Conference System Enhancements

Version 1.0

April 3, 2024

# Proposal Objectives



**Improve video conference experience for remote and local participants**

Supports any conferencing application; Zoom, Teams, Webex, etc.



**Improve audio quality during video conferencing**

Distributed ceiling speakers



**Dramatic reduction of visible wires**



**Maintain secure IT environment**



**Wireless Control of meeting environment**

# CCDD Conference Room



In ceiling speakers

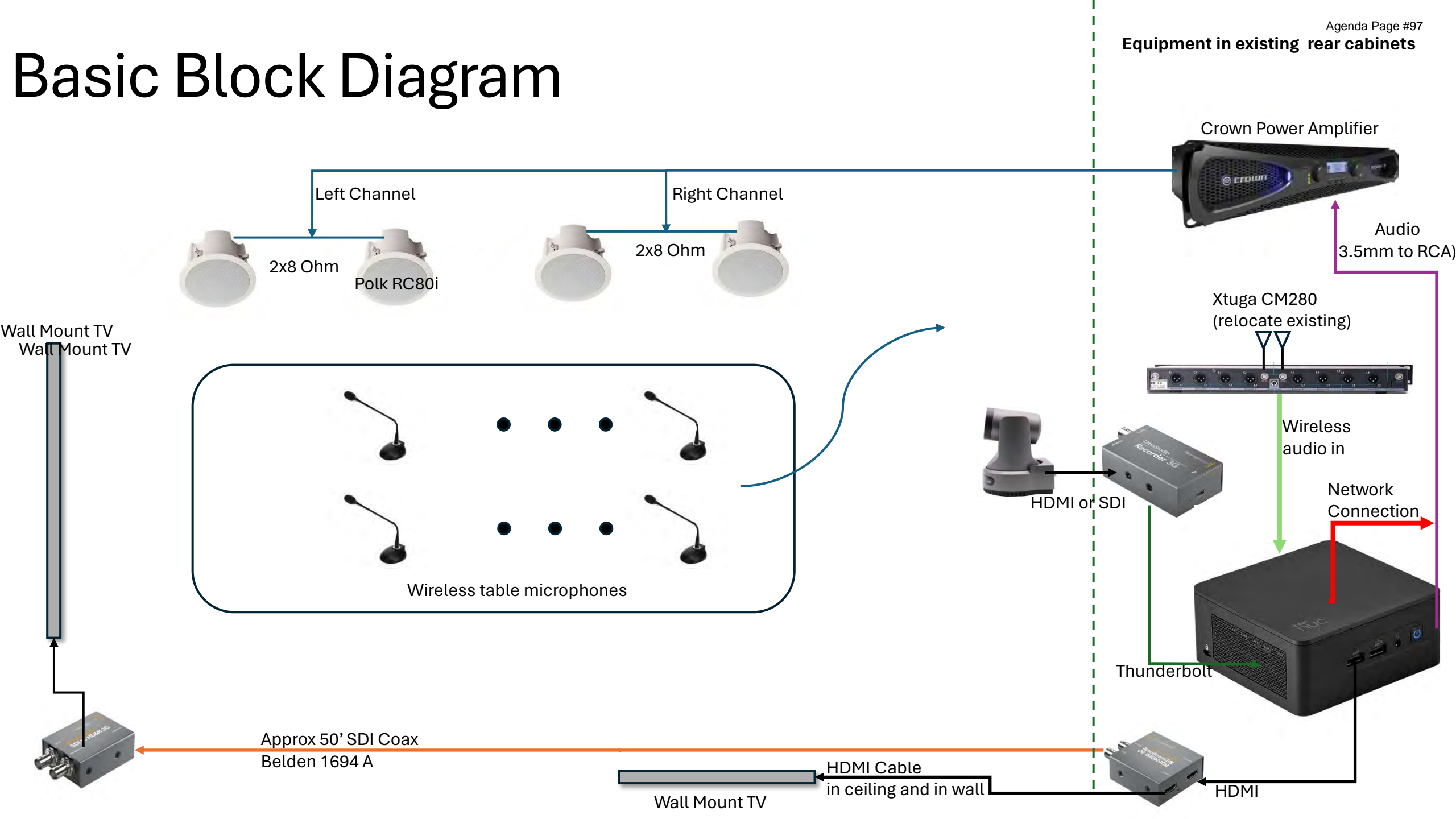
Relocate receiver

Remove visible wiring



Equipment in existing rear cabinets

# Basic Block Diagram



# System Overview

- Central NUK computer mounted in rear cabinet
  - Windows 11 Pro
  - Access and control via remote login (either in room or remote)
  - Chrome remote desktop, Anydesk, Teamviewer
- Standard off the shelf conferencing software
  - Zoom, Team, Webex, etc.
- Attendee audio routed to ceiling speakers
  - 4 speakers driven from Crown power amplifier
  - Reuse existing wireless table microphones
  - Relocated wireless receiver to inside rear cabinets
- PTZ 20x optical zoom camera
  - Permanently mounted on rear wall
  - Camera control via IR remote
  - No LAN connection as security measure
- No visible wiring in conference room
  - Route wiring over suspended ceiling
  - Install AC outlets behind wall TVs

# Meeting Control

- Meeting room will be a meeting participant
  - Provides video source to remote viewers
  - Provides audio source from remote viewer to room speakers
- Other in room participant can also connect but would need to mute their audio
- Meeting control via remote connection to room computer
  - Could be wireless computer inside or outside room with credentials
- Camera control only from inside room

# Audio

- 4 in ceiling 8” Polk audio speakers
- Crown power amplifier driving speakers in parallel
- Audio sourced from computer

# Video

- Video source from 20X optical zoom camera
- Camera supports HDMI, SDI and NDI
  - Will use HDMI since cable is short
- Mount on back wall
- Camera control via IR remote
  - No LAN connection to camera intentionally
- Room TVs driven from rear computer
  - Locate inside existing cabinet

# Cost Estimates

(Does not include misc. hardware or labor)

Item	Description	Approx price
NDI PTZ Camera	PTZ Camera with 20X Optical Zoom 1080p	\$ 649.00
BLUSR3G	Blackmagic Design UltraStudio 3G Recorder (HDMI to Thunderbolt capture card)	\$ 125.00
Intel NUC 9 Pro Kit Mini PC NUC9VXQNX	Xeon E-2286M 8-Core, UHD 630, 32GB RAM, 2TB PCIe SSD, WiFi 6, Bluetooth 5.2, HDMI, 2 Thunderbolt 3, Win 11 Pro w/Hub	\$ 779.99
BLBCSDIHDMI3	Blackmagic Design Micro Converter Bidirectional SDI/HDMI 3G with HDMI Thru	\$ 69.00
BLCVCMICSH03	Micro Converter SDI to HDMI 3G	\$ 59.00
Crown Audio XLS 1002	Stereo Power Amplifier (4 ohm outputs)	\$ 429.00
2 X Polk Audio RC80i	2-way Premium In-Ceiling 8" Round Speakers (4 total speakers)	\$ 425.98
Belden 1694A COAX	50' coax with BNC connectors	\$ 59.95
Misc.	HDMI Cables, audio cables, faceplates, etc.	\$ 150.00
<b>Total</b>		<b>\$ 2,746.92</b>

# **Subsection 7F**

## **Agreement with Vigilant/Motorola**

## LICENSE PLATE READER AGREEMENT

(Celebration Community Development District and Motorola Solutions, Inc.)

**THIS LICENSE PLATE READER AGREEMENT** (“Agreement”), effective as of the      day of April, 2024 (the “Effective Date”), between the **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 313 Campus Street, Celebration, Florida 34747 (the “**District**”) and **VIGILANT SOLUTIONS, LLC**, a California corporation authorized to transact business in Florida, whose mailing address is P.O. Box 841001, Dallas, Texas (the “**Contractor**”).

### 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:

- (i) this License Plate Reader Agreement,
- (ii) Contractor’s Motorola Solutions Customer Agreement,
- (iii) Contractor’s Equipment Purchase and Software License Addendum,
- (iv) Contractor’s Subscription Software Agreement,
- (v) Contractor’s Vigilant Addendum, and
- (vi) Contractor’s Project Quotation/Ordering Document.

Copies of items (ii) through (vi) are attached hereto and made a part hereof as the collective **Exhibit “A”** (the “Proposal”). This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. **In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.**

(b) LPR System. The term LPR System is used in this Agreement to refer to the eight (8) L5F LPR cameras and accessories (“Equipment”) and the annual Vehicle Manager software subscription (“Annual Software,” and together with the Equipment, “LPR System”) as described in the Proposal.

(c) Services. The term “Services” as used in this Agreement shall be construed to include the installation of the LPR System in or adjacent to the Celebration community; an Annual Software subscription; all activities and services set forth in the Proposal; and all obligations of Contractor under this Agreement.



## 2. SCOPE OF WORK.

The Contractor agrees and acknowledges that the Services are to be provided solely to the Sheriff of Osceola County (the “Sheriff”), as provided in the Interlocal Agreement for License Plate Reader System between the Sheriff and the District dated as of November 1, 2021, as amended by that First Amendment to Interlocal Agreement April , 2024, which is attached hereto and made a part hereof as Exhibit “B.” Notwithstanding the foregoing, for purposes of clarification, Contractor is not a party to the Interlocal Agreement and has no obligations to the Sheriff or the District under the Interlocal Agreement. The Contractor agrees and acknowledges that the District will own and pay for the Services and LPR System, Upon installation of the LPR cameras, the LPR System shall be solely operated by the Sheriff. Sole access to the LPR System shall be by the Sheriff. The District shall have no access to the LPR System. Sheriff is responsible for using the LPR System in accordance with this Agreement and it’s applicable software terms and conditions. District acknowledges and agrees under no circumstances shall the Contractor be responsible for the Sheriff’s use or misuse of the LPR System and any data usage.

A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal and in this Agreement. The camera locations included under this Agreement shall be agreed upon by, and such locations may be amended only with, the mutual consent of the District and the Sherriff. Contractor acknowledges that certain light poles are owned by the Florida Department of Transportation (the “FDOT”). Approval of the FDOT by Contractor is necessary, prior to installation of LPR cameras installation on those poles, however, District and/or the Sherriff is responsible for all costs associated with such approval. District and/or the Sherriff is responsible for obtaining any additional permits, if necessary

## 3. COMMENCEMENT OF SERVICES.

Contractor shall commence the installation of camera and the provision of the access subscription to the Sheriff within four to six weeks of the Effective Date (subject to approval of the FDOT for any FDOT-owned light poles). Contractor shall not be responsible for any delays in Services that are due to the FDOT approvals or any permits.

## 4. DISTRICT MANAGER AND SHERRIFF REPRESENTATIVE

(a) The District’s initial authorized representative (herein referred to as the “District Manager”) shall be the District Manager of the District, who is Angel Montoya c/o Inframark Management Services, Inc., whose mailing address is 313 Campus Street, Celebration, Florida, 34747, Attention: Angel Montagna, telephone: (813) 576-9748 or (407) 566-4373; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District’s representative for the purpose of this Agreement.

(b) The Sheriff's initial authorized representative (herein referred to as the "Sheriff Appointee") shall be Sergeant Scott Koffinas at (407) 348-2222 and [Scott.Koffinas@osceolasheriff.org](mailto:Scott.Koffinas@osceolasheriff.org) and whose mailing address is 2601 E. Irlo Bronson Memorial Hwy. Kissimmee, FL 34744; provided, however, that the Sheriff may, without liability to the District Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the District and Contractor in writing, at which time the person or organization so designated shall be the Sheriff's representative for the purpose of this Agreement

(c) All actions to be taken by, all approvals, notices, consent, directions and instruction 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 or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

#### 5. COMPENSATION/PAYMENT; INSPECTION RIGHTS PRIOR TO PAYMENT; AND TERMINATION.

(a) The District agrees to pay the Contractor the amounts set forth in **Exhibit "A (vi)"** with a Total Fee for the first year of service of Twenty-four Thousand, Eight Hundred Dollars (\$24,800.00), payable within thirty (30) days after the installation of the cameras and subscription services for Year 1 of the Agreement to the Sheriff, after such installations are completed and have been inspected and approved by the Sheriff's authorized representative.

(b) The annual subscription fee of \$24,800 shall be payable on June 1, 2025 and annually thereafter on June 1<sup>st</sup> of each year, for three (3) additional one year periods, for a total term of five (5) years. The District affirms that a PO or NTP is not required for contract performance or for subsequent years of service, and that sufficient funds shall be appropriated in accordance with applicable law. In the event this Agreement is terminated by the District, the District shall pay the Contractor for the Services prorated based on the number of months Services were provided, in addition to all LPR Equipment that has been delivered to the District prior to the date of termination.

(c) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services not covered by the warranty, changes to the scope or number of cameras, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. All Work Authorizations must be in writing and signed by the District's Representative prior to any work beginning.

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

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement;

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(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 workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, upon hire, for each individual Contractor employs on the District's premises 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 comply with all requirements of the E-Verify System as set forth in Article 18.

(b) 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.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules and ordinances.

(b) Contractor hereby covenants and agrees to comply with all of 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) In the event a maintenance of traffic plan (“MOT”) is required by Osceola County, the District shall contract for and pay for the MOT and will provide the Contractor with the applicable contact information for scheduling purposes. The Contractor shall provide notice to the District within five (5) business days of receipt of the request for an MOT.

(d) 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” and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) 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 applicable 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, working with local law enforcement for traffic control through work zones if necessary and handling and use of materials, vehicles, and equipment.

(c) Contractor shall, prior to performing any of the Services, 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. Contractor shall assure that all employees are licensed and/or have all applicable permits, as necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. 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 Manager, which is currently Inframark Management Services, Inc. (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) 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*;

(iii) 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

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in Contractor'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 CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (954-603-0033), OR BY EMAIL AT NATASHA.CRUZMILLHEIM@INFRAMARK.COM, OR BY REGULAR MAIL AT INFRAMARK MANAGEMENT SERVICES, INC., 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.**

11. INSURANCE.

(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 limit of \$1,000,000 single limit per occurrence and \$2,000,000 general aggregate, 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 services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(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 \$1,000,000.00 combined single limit covering all work performed hereunder;

(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 limits of \$100,000 per occurrence; and

(iv) Employers liability, with a coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall include the District as an additional insured. 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, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, 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.

13. 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 actual third party 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 for claims of personal injury, death, or damage to tangible property to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) material breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

14. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services

(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 any court order; and (ii) all codes, rules, regulations and requirements of the District . In the event of conflicting requirements, the more stringent shall govern.

15. TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, either party shall, in its sole discretion and without cause, have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event the District terminates this agreement for convenience, they shall be responsible for payment of all Services provided prior to the termination date and all LPR Equipment delivered to the Customer as of the termination date plus any incentives provided for a multi-year purchase.

(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 guilty of a 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 Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

16. COMPLIANCE WITH E-VERIFY SYSTEM.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll 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 require that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. 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 remove subcontractor from this project and use good faith efforts to replace them with a new subcontractor.

(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.

17. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be 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, District Manager  
 Telephone: (407) 566-1935

Copy to: Latham, Luna, Eden & Beaudine, LLP  
 201 S. Orange Avenue, Suite 1400  
 Orlando, Florida 32801  
 Attention: Jan Albanese Carpenter, District Counsel  
 Telephone: (407) 481-5800

If to Contractor: Vigilant Solutions, LLC  
 P.O. Box 841001  
 Dallas, Texas 75202  
 Attn: Sean Prude  
 Telephone: 925-398-2079

Copy to: Vigilant Solutions, LLC  
 P.O. Box 841001  
 Dallas, Texas 75202  
 Attn: Legal Department

(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.

18. 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.



19. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with 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.**

20. 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.

21. 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.

22. 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 contract 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.

23. 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.

24. 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.

25. 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 contract.

*[Signature page(s) follows.]*

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

**DISTRICT:**

**CELEBRATION COMMUNITY  
DEVELOPMENT DISTRICT,**  
a Florida community development district

By: \_\_\_\_\_  
Greg Filak  
Chairman, Board of Supervisors

**CONTRACTOR:**

**VIGILANT SOLUTIONS, LLC,** a  
California corporation

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLECTIVE EXHIBIT "A"**

Contractor's Motorola Solutions Customer Agreement,  
Contractor's Equipment Purchase and Software License Addendum,  
Contractor's Subscription Software Addendum,  
contractor's Vigilant Addendum, and  
Contractor's Project Quotation/Ordering Document.

[*ATTACHED*]

# Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products or Services (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the “**Effective Date**”).

If you are purchasing Products or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

## 1. Agreement.

**1.1. Scope Agreement Documents.** This MCA, available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda, also available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms) (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, order forms, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

**1.2. Modifications.** Motorola may modify this Agreement (including the Addenda) at any time after providing notice thereof to Customer on [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms). Modifications are effective as of the date of publication, and if Customer does not agree to any such modifications, Customer must cease using the Products and Services.

**1.3. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

## 2. Products and Services.

**2.1. Products.** Motorola will (a) sell hardware provided by Motorola ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products originally purchased by Customer.

## **2.2. Services.**

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

**2.3. Non-Preclusion.** If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

**2.4. Customer Obligations.** Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this

Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

**2.5. Documentation.** Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

**2.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

**2.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

**2.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**2.9. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a “**Change Order**”). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### **3. Term and Termination.**

**3.1. Term.** The term of this MCA (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

**3.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

**3.3. Suspension of Services.** Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

**3.4. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

### **4. Payment and Invoicing.**

**4.1. Fees.** Fees and charges applicable to the Products and Services (the “**Fees**”) will be as set forth in the applicable Addendum or Ordering Document or otherwise provided by Motorola, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the



applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “**Taxes**”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer’s receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

## **5. Sites; Customer-Provided Equipment; Non-Motorola Content.**

**5.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola’s access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**5.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**5.3. Site Issues.** Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.4. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services (“**Customer-Provided Equipment**”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’s ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-Motorola Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, “**Non-Motorola Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola’s policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party’s terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

**5.6. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms

applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

## **6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**6.2. Motorola Warranties.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

**6.3. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

**6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## **7. Indemnification.**

**7.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“**Claim**”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**7.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the “**Infringing Product**”) directly infringes a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

**7.3. Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**

**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

**8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER

THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **9. Confidentiality.**

**9.1. Confidential Information.** “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

**9.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **10. Proprietary Rights; Data; Feedback.**

**10.1. Data Definitions.** The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

**10.4. Processing Customer Data.**

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer’s collection, creation, and use of the Customer Data (including in connection with Motorola’s Products and Services), and Motorola’s use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer’s responsibility to obtain all



required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

**10.4.3. Sub-processors.** Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

**10.5. Data Retention and Deletion.** Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

**10.6. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary,

Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**10.9. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Negotiation; Mediation.** Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a

notice of mediation (“**Notice of Mediation**”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

**12.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

### **13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**13.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

**13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

**13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

**13.12. Entire Agreement.** This Agreement, including all Addenda available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms) and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

## Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

If you are purchasing Equipment or licensing Licensed Software on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this EPSLA; (b) you have read and understand this EPSLA; and (c) on behalf of the Customer that you represent, you agree to this EPSLA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this EPSLA, please do not complete the purchase of Equipment or license of Licensed Software from Motorola.

**1. Addendum.** This EPSLA governs Customer's purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the MCA.

## **2. Delivery of Equipment and Licensed Software.**

**2.1. Delivery and Risk of Loss.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the MCA. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

**2.2. Delays.** Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**2.3. Beta Services.** If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

## **3. Licensed Software License and Restrictions.**

**3.1. Licensed Software License.** Subject to Customer's and its Authorized Users' compliance with the MCA, including this EPSLA (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled

facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

**3.2. Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under the MCA.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

**3.4. Copies.** Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

**3.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

#### **4. Term.**

**4.1. Term.** The term of this EPSLA (the "**EPSLA Term**") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the

expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the MCA is earlier terminated in accordance with the terms of the MCA.

**4.2. Termination.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of this EPSLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this EPSLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

**4.3. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the MCA, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

**5. Payment.** Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

## **6. Representations and Warranties; Liability.**

**6.1. Motorola Warranties.** Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and quality of work; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with



the Documentation and the EPSLA, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

**6.2. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE MCA OR EPSLA TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR MANUFACTURING; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

**6.3. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**7. Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

**Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

# Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and Customer (as defined in the MCA), and will be subject to, and governed by, the terms of the Master Customer Agreement, available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms) (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

**1. Agreement.** This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

## **2. Delivery of Subscription Software.**

**2.1. Delivery.** During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software purchased by Customer, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

**2.2. Modifications.** In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

**2.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

**2.4. Beta Services.** If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without

any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### **3. Subscription Software License and Restrictions.**

**3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

**3.2. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

### **4. Term.**

**4.1. Subscription Terms.** The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional

twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

**4.2. Term.** The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the MCA, any Subscription Software is purchased by Customer as of such Effective Date, or (b) the date of the last signature on the first Ordering Document for the purchase of Subscription Software between the Parties, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.3. Termination.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

**4.4. Wind Down of Subscription Software.** In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

## **5. Payment.**

**5.1. Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or

other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

**5.2. License True-Up.** Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

## **6. Liability.**

**6.1. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

**6.2. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**7. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

**8. Survival.** The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9.1 – Applicable End User Terms; Section 10 – Survival.**

# Vigilant Addendum

This Vigilant Addendum (“**Vigilant Addendum**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of (a) the first purchase of a Product or Software from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties (the “**MCA**”), and the Subscription Software Addendum (“**SSA**”). Capitalized terms used in this Vigilant Addendum, but not defined herein, will have the meanings set forth in the MCA or applicable Addendum.

**1. Addendum.** This Vigilant Addendum governs Customer’s purchase and use of Motorola’s Vigilant automated license plate recognition software and hardware Products (“**LPR Products**”). In addition to the MCA, other Addenda may be applicable to LPR Products offered under this Vigilant Addendum, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and Equipment Purchase and Software License Addendum (“**EPSLA**”) for Equipment sold as part of any LPR Products, together with any other applicable terms herein. LPR Products may also include Subscription Software on such Equipment or otherwise made available to Customer, as further described below. This Vigilant Addendum will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this and not with respect to other Products or Services.

## **2. Definitions.**

**Camera License Key** (“**CLK**”) means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software.

**Commercial Booking Images** refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

**Commercial Data** means both Commercial Booking Images and Commercial LPR Data.

**Commercial LPR Data** refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

**License Plate Recognition** (“**LPR**”) refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

## **3. Subscription Software**

**3.1. CarDetector.** Customer may purchase Vigilant CarDetector which is Subscription Software subject to the SSA. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola’s company support website and completing the online request form to Vigilant technical support staff.

**3.2. Vigilant VehicleManager and Vigilant ClientPortal.** Subject to the terms below, Customer may purchase a CLK for access to the Law Enforcement Archival Report Network (“**VehicleManager**”) and/or the Vigilant ClientPortal (“**ClientPortal**”) each of which are “Subscription Software” subject to the terms of the SSA.

3.2.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies (“**LEAs**”) and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

3.2.2. Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. LPR data and where applicable, booking images, collected by the Customer is considered Customer Data (as defined in the MCA) and is subject to the Customer’s own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager, will be deleted from ClientPortal or VehicleManager in accordance with Customer’s retention policy. Customer retains all rights to LPR data and booking images collected by Customer.

3.2.3. Data Sharing. Customer has the option share its Customer Data with LEA’s who contract with Motorola for VehicleManager access. ClientPortal customers may also share its Customer Data with other non-LEA customers who have a contract with Motorola for ClientPortal access. If Customer opts, in its sole discretion, to share such data with another customer, the sharing Customer thereby grants to the recipient customer the rights to use such data in accordance with the terms of VehicleManager or Client Portal, as applicable.

3.2.3.1. LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager. Additionally, Non-LEA ClientPortal customers may also share their own LPR data with LEA Customer. Such LPR data or booking images generated by other LEAs or Non-LEA customers is considered Third-Party Data (as defined in the MCA), and shall be used by Customer only in connection with its use of VehicleManager. Third-party LPR data or booking data is governed by the retention policy of it’s respective owner, once the Third Party LPR or booking data has reached its expiration date will be deleted from VehicleManager/Client Portal in accordance with the retention terms of the sharing agency.

3.2.3.2. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

3.2.4. Motorola in its sole discretion may deny access to ClientPortal or VehicleManager to any individual based on such person’s failure to satisfy the requirements set forth hereunder. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all of its Authorized Users, and

use of, ClientPortal or VehicleManager through use of Customer login credentials, including ensuring their compliance with this Addendum. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

3.2.5. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum.

3.2.6. CJIS Security Policy. Motorola agrees to support a law enforcement Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

**4. VaaS Program Terms.** All hardware provided by Motorola to Customer under the LPR Product program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any LPR Equipment purchased under the VaaS Program

**4.1. No-Fault Warranty.** Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased under the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The "No-fault Warranty" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose.

**4.2. Commitment Term.** Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the "Initial Commitment Term"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in Section 4.6.2 – Termination hereunder.

**4.3. Additional Devices.** Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional LPR Equipment within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional LPR Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "Subsequent Commitment Term") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "Commitment Term".



#### 4.4. Included Subscription Software.

4.4.1. Vigilant VehicleManager or Vigilant ClientPortal. Subject to **Section 4.6.1 – VaaS Term**, and the SSA, the VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Ordering Document, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

4.4.2. CarDetector. Customer will receive a subscription to CarDetector during the VaaS Term, the use of which is subject to the SSA.

**4.5. VaaS Program Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in an Ordering Document. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional LPR Product will be added to the yearly subscription Fee, and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be pro-rated based on the applicable number of days remaining in the such initial Subscription Year.

#### 4.6. VaaS Term and Termination.



4.6.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the receipt of the LPR Products under the VaaS Program, and will continue through the end of the final Commitment Term hereunder ("the VaaS Term"). Following the end of any Commitment Term, Customer's access to the Subscription Services with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Subscription Services at the prevailing rates. Motorola may, but has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Subscription Services with respect to the first 100 devices will be discontinued, and Customer must purchase extended access to the Subscription Services or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the access to Subscription Services for the second 100 devices purchase will extend until December 31 of Year 7.

4.6.2. Termination. The termination provisions applicable to VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all LPR Product Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in

the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay:  $\$1,000 \times (24/60) + \$1,000 \times (36/60)$ , which is equal to \$1,000 in the aggregate.

4.6.3. Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or other Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA, SSA, and Vigilant Addendum.

**5. Survival.** The following provisions will survive the expiration or termination of this Vigilant Addendum for any reason: Section 1 – Addendum; Section 3 – Subscription Software; Section 4.41 – Vigilant VehicleManager or Vigilant ClientPortal; Section 4.5 – VaaS Payment; 4.6 – VaaS Term and Termination; Section 5 – Survival.

		<p align="center"><b>Vigilant Solutions, LLC</b>                  P.O Box 841001                  Dallas, Texas 75202                  (P) 925-398-2079 (F) 925-398-2113</p>			
Issued To:	Celebration Celebration Community Development District Attention: Greg Filak	Date:	02-09-24		
Project Name:	Celebration- L5F priced to match previous contract	Quote ID:	CBV-0831-04		

### Fixed LPR Subscription Package - Hub Unit

5 year contract

\$3,100 per unit, per year

includes licensing, hardware warranty, and comms box

Qty	Item #	Description
(8)	VSFS-L5F-HUB	<p><b>Fixed LPR Subscription Package - L5F Hub Unit</b></p> <ul style="list-style-type: none"> <li>• Includes:                             <ul style="list-style-type: none"> <li>◦ One (1) L5F LPR Camera w/ Comms Box</li> <li>◦ Cellular communication service plan sold separately</li> <li>◦ Camera Bracket (Pole or Wall), 30' Camera Cable</li> <li>◦ Annual Warranty</li> <li>◦ Shipping charges</li> </ul> </li> <li>• Fee schedule:                             <ul style="list-style-type: none"> <li>◦ 5-Year contract term required</li> <li>◦ Billed annually at the anniversary of purchase</li> </ul> </li> </ul>
<p align="right"><b>Subtotal Price</b> (Excludes sales tax)</p>		<b>\$24,800.00</b>

### Start up of L5F

Qty	Item #	Description
(1)	VS-INSTALL \$0.00 Each	<p><b>Installation through SSI- 17,810.00</b></p> <ul style="list-style-type: none"> <li>• includes start up and commissioning, install of 8 L5Fs and 8 comms boxes, labor, travel</li> </ul>
<p align="right"><b>Subtotal Price</b> (Excludes sales tax)</p>		<b>\$0.00</b>

### Paying the subscription up front

Qty	Item #	Description
(1)	Year 2 \$24,800.00 Each	<b>8 L5F hub</b>

(1)	Year 3 \$24,800.00 Each	<b>8 L5F Hub</b>
(1)	Years 4 \$24,800.00 Each	<b>8 L5F Hub</b>
,800 payment?  Thank you(1)	Year 5 \$24,800.00 Each	<b>8 L5F Hub</b>
<b>Subtotal Price</b> (Excludes sales tax)		<b>\$99,200.00</b>

Qty	Item #	Description
(1)	VS-LEARN--H \$0.00 Each	<b>Vigilant Hosted/Managed Centralized LPR server via LEARN</b> <ul style="list-style-type: none"> <li>• Vigilant hosted/managed LEARN account                             <ul style="list-style-type: none"> <li>◦ Central repository for all LPR data acquired by each LPR system</li> </ul> </li> <li>• Includes Vigilant's suite of LPR data analytics via online web access                             <ul style="list-style-type: none"> <li>◦ Automated CarDetector software update management</li> <li>◦ Plate searching, mapping, data mining utilities</li> <li>◦ Stakeout, Associate Analysis and Locate Analysis</li> <li>◦ Full administrative security with management auditing</li> </ul> </li> <li>• Plug-N-Play an unlimited number of CarDetector LPR systems                             <ul style="list-style-type: none"> <li>◦ Requires NO server hardware, NO server maintenance</li> </ul> </li> <li>• Requires Vigilant Enterprise Service Agreement contract</li> </ul>
<b>Subtotal Price</b> (Excludes sales tax)		<b>\$0.00</b>

**Quote Notes:**

1. This Quote will expire in 90 Days from the date of the Quote.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No installation and/or service included in this proposal unless explicitly stated above.
5. Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
6. Compliance to local codes neither guaranteed nor implied. Customer represents and warrants that they have all necessary rights and permissions to the areas where the installation services are provided.
7. This purchase does not include a SIM for cellular service
8. MSI's Master Customer Agreement: [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
9. Agency is required to identify mounting location, constant power, and internet communications for L5F.

**Quoted by: Caroline Bonczyk - Mobile Video ITS - 773-560-4980 - caroline.bonczyk@motorolasolutions.com**

<b>Total Price</b>	<b>\$124,000.00</b> (Excludes sales tax)
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## Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this “**Acknowledgement**”) is entered into between **Vigilant Solutions, LLC**, a Delaware corporation (“**Vigilant**”) and the entity set forth in the signature block below (“**Customer**”). Vigilant and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

**1. Contract Terms Acknowledgement.** Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement (“MCA”), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html), including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.

**2. Entire Agreement.** This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties’ Agreement.

**3. Disputes; Governing Law. Sections 12 – Disputes** of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.



**Fixed LPR Subscription, Fees and Payment Provision**

- I License Key: The Camera License Key (CLK) means an electronic license key that will permit the use of MSI’s LPR software to be used with standard MSI issued LPR cameras (one CLK per LPR camera) and select MSI Software Products.
  
- II Offer Services: This Offer includes the following Hardware / Software Services / Software Products:
  - Hardware:
    - HUB: 1 Fixed LPR Camera + 1 COMMs Box
    - SPOKE: 1 Fixed LPR Camera
  - LPR Software Services / Software Products:
    - Standard Annual Hardware Warranty
    - MSI Managed/Hosted LPR Account
    - CarDetector LPR Software w/ all updates
    - Mobile Hit Hunter (for CarDetector Mobile LPR Software)
    - Unlimited Mobile Companion (for Android or iPhone) Single Plate Scan
  - Optional Parking Services:
    - Parking Toolkit (software application)
    - Parking Integration (3<sup>rd</sup> party system integration)
    - Scofflaw Alerting Service
  
- III Annual Subscription Fees (CLKs): The Service Fees applicable to each Subscription Period shall be as follows:

<b>Annual Subscription Fee per System</b>	
Annual Fee Per Hub	\$2,995.00
Annual Fee Per Spoke	\$1,995.00

<b>Optional Services</b>	
Parking Enforcement System Toolkit	\$1,000.00
Parking Integration Service	\$1,000.00

Scofflaw Alerting Service	\$25,000.00
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*Area intentionally left blank*

# **Subsection 7G**

## **First Amendment to Interlocal Agreement with the Sheriff**



THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Avenue, Suite 1400  
Orlando, Florida 32801  
Attention: Jan Albanese Carpenter, Esq.

ABOVE SPACE RESERVED FOR  
RECORDING PURPOSES ONLY

**INTERLOCAL AGREEMENT BETWEEN  
THE SHERIFF OF OSCEOLA COUNTY, FLORIDA  
AND  
CELEBRATION COMMUNITY DEVELOPMENT DISTRICT  
FOR LICENSE PLATE READER (LPR) SYSTEM**

**INTERLOCAL AGREEMENT BETWEEN  
THE SHERIFF OF OSCEOLA COUNTY, FLORIDA  
AND  
CELEBRATION COMMUNITY DEVELOPMENT DISTRICT  
FOR LICENSE PLATE READER (LPR) SYSTEM**

**THIS INTERLOCAL AGREEMENT FOR LICENSE PLATE READER SYSTEM** (the “Agreement”) is made effective and entered into this 1st day of November, 2021, between the **SHERIFF OF OSCEOLA COUNTY, FLORIDA**, a Constitutional Officer, whose address is 2601 E. Irlo Bronson Memorial Hwy. Kissimmee, FL 34744 (hereinafter referred to as the “Sheriff”), and the **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter referred to as the “District”).

**WHEREAS**, the District is an independent special District and a local unit of special-purpose government which is created pursuant to the provisions the Uniform Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is limited to the performance of those functions authorized by the Act; and

**WHEREAS**, pursuant to the Act and Ordinance 94-09 of Osceola County, the District is authorized to plan, establish, acquire . . . and “maintain additional systems and facilities for: . . Security . . . except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries,” as set forth in Section 190.012(2)(d), *Florida Statutes*; and

**WHEREAS**, license plate reader (“LPR”) technology is being used by the Sheriff and other law enforcement agencies throughout the nation; and

**WHEREAS**, LPR’s assist law enforcement agencies in detection, identification and recovery of stolen vehicles, wanted persons, missing and/or endangered children/adults, and persons who have committed serious and violent crimes; and

**WHEREAS**, the Sheriff operates LPR technology in many areas in Osceola County and has agreed to operate and maintain LPR systems for community development districts and certain other entities which seek to purchase LPR technology for the Sheriff’s use within their boundaries; and

**WHEREAS**, the District is acquiring an LPR System (as such term is defined herein), for the sole access and use by the Sheriff, to assist in the Sheriff’s law enforcement operations within the District’s boundaries to enhance the safety and security of the District’s landowners; and

**WHEREAS**, it is in the mutual interest of the Sheriff and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall

effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

**WHEREAS**, Chapter 163, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, the “Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Sheriff and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their governmental powers, duties and purposes authorized by law; and

**WHEREAS**, the Sheriff and the District desire to exercise jointly their common powers and authority concerning the financing of the acquisition of the LPR System facilities; the avoidance of inefficiencies caused by the unnecessary and/or unauthorized duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sheriff and the District agree as follows:

## ARTICLE 1

### DEFINITIONS

- 1.1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 The following definitions shall apply to this Agreement:
  - 1.2.1 **LPR System** shall mean the license plate reader system to be installed in or adjacent to the Celebration Community Development District consisting initially of eight (8) cameras and equipment as set forth in the District Vigilant Contract. Additional cameras may be added by the District to this Agreement with thirty (30) days prior written notice to the Sheriff.
  - 1.2.2 **District Vigilant Contract** means initially, that License Plate Reader Agreement dated as of November 1, 2021 between the District and Vetted Security Solutions, LLC, which has an annual term commencing November 1, 2021 and may be renewed by the District annually, for up to five (5) one-year periods. The District may change providers of the LPR System with the consent of the Sheriff.
  - 1.2.3 **District Representative** shall mean the District Manager’s appointee, who initially shall be Angel Montagna at (813) 576-9748 or (407) 566-4373 and [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com). The District may change its District Representative by

sending a written notice to the Sheriff via regular mail or email signed by the Chairman or Vice Chairman of the District and the District Manager.

1.2.4 **Sheriff Representative** shall mean the Sheriff's appointee, who initially shall be Captain Ryan Berry at (407) 344-5218 and rber@osceola.org. The Sheriff may change its Sheriff's Representative by sending a written notice to the District via regular mail or email signed by the Criminal Investigations Division Captain or his/her designee.

## ARTICLE 2

### TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on November 1, 2021 and shall end on October 31, 2024, unless renewed or terminated earlier by the parties as provided in this Agreement. The parties acknowledge and agree that the term of this Agreement is intended to, and shall, run contemporaneously with the District Vigilant Contract.

The District may request renewal of this Agreement for one additional three (3) year period, by providing the Sheriff with written notice of its intent to renew this Agreement by September 1, 2024 at the same terms and provisions of this Agreement.

2.2 This Agreement may be terminated as provided for in Article 4 hereof.

## ARTICLE 3

### GENERAL PROVISIONS

3.1 Ownership and maintenance of the system: The LPR System will be owned by the District. The District will be responsible for the costs of any repairs, replacements and updates required. The District has elected to purchase the LPR equipment from Vetted Security Solutions, LLC, a vendor of their choosing, pursuant to the District Vigilant Contract, which is attached hereto as Exhibit A. In the event of any LPR System failure or outage, or required or recommended maintenance of the LPR System, the Sheriff Representative shall immediately contact the District Representative.

3.2 Access to the LPR System and LPR Camera Locations: Notwithstanding the ownership of the LPR System by the District, the District agrees to have the LPR cameras installed at locations consented to by the Sheriff and to have all other equipment (to the extent necessary) installed at the Sheriff's office with the sole access to the LPR System granted to the Sheriff. The District shall not have access to the LPR System or to any data collected by the LPR System. Unless otherwise provided in this Agreement, the Sheriff shall not grant access to the LPR system to any third party unless the District agrees in advance to such third party access in writing. The Sheriff acknowledges the District's concerns with the privacy rights of individuals, and will ensure that only properly trained personnel have access to the LPR System (as further provided below).

The LPR camera locations shall be agreed upon by, and such locations may be amended only with, the mutual consent of the District and the Sheriff. The Sheriff acknowledges that certain light

poles are owned by the Florida Department of Transportation (the "FDOT") and approval of the FDOT is necessary, prior to installation of LPR cameras installation on those poles. Sheriff agrees to facilitate FDOT contacts and approval, by the FDOT, to the extent it can do so.

3.3 Use of Data: The Sheriff shall use all data collected by the LPR System for official law enforcement purposes only. The data may be disclosed by the Sheriff to a criminal justice agency in performance of the criminal justice agency's official duties. No other use or disclosure of the data by the Sheriff is authorized or permitted, unless such disclosure is required by law or court order (with a copy of such law or order provided to the District, without the accompanying data). The Sheriff agrees that its use of the LPR System will be in accordance with the standards of reasonable law enforcement agencies throughout the country, and the Sheriff shall assure that all staff members with access to the LPR system are properly trained for the use of the LPR System and its data. The District shall have no responsibility for the training of the Sheriff's personnel or the use of the system or its data. Any use of the LPR System or its data by the Sheriff (which term includes its agents, representatives and employees) in violation of this Article 3 shall constitute a breach of the Agreement. The District shall be notified immediately of such breach.

3.4 Public Record and Records Retentions: The District and the Sheriff will comply with Chapter 119 , *Florida Statutes*, to the extent applicable, and Section 316.0777, *Florida Statutes*, titled: "Automated license plate recognition systems; public records exemption." The parties hereto agree that the **DISTRICT SHALL HAVE NO ACCESS TO THE LPR SYSTEM AND THE SHERIFF SHALL RESPOND TO ANY AND ALL PUBLIC RECORDS REQUEST DIRECTED TO EITHER THE SHERIFF OR THE DISTRICT, ON BEHALF OF SUCH PARTY(IES).**

The District and the Sheriff shall each maintain their own respective records and documents associated with Agreement (other than data and records produced by the LPR System which shall be maintained by the Sheriff) in accordance with the requirements for records retention set forth in Chapter 119, *Florida Statutes*. The Sheriff shall maintain all records and LPR System data and records in accordance with the requirements for records retention set forth in Section 316.0778, *Florida Statutes*.

3.5 Compliance with Laws: The parties shall comply, and shall ensure that their personnel, employees and agents comply and operate, with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

3.6 LPR Data, Searches and Records: The Sheriff shall ensure that access to the LPR System and its data, records and the searches and operations of the LPR System, will be conducted by authorized persons in the Sheriff's office only in furtherance of an active criminal investigation; the Sheriff shall take all applicable and reasonable precautions to safeguard the privacy of any and all affected individuals' privacy. The Sheriff acknowledges that this is a key concern of the District and its residents and shall take all reasonable measures to ensure its compliance.

The Sheriff agrees that it alone bears the responsibility for training any employees who has access to the LPR System and its data, and providing for the proper use of such system and its

data; that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

3.7 Scanning Limited to Vehicles Exposed to Public View: The Sheriff shall ensure that the LPR System is only used to scan vehicle license plates affixed to vehicles exposed to view of the public.

#### **ARTICLE 4**

##### **TERMINATION**

4.1 Either party may terminate this Agreement at any time, with or without cause, upon 60 days' prior written notice to the other party.

4.2 Either party may terminate this Agreement, with cause, with ten (10) days prior written notice to the other party.

#### **ARTICLE 5**

##### **COSTS/FEES**

5.1 The District shall pay all costs of installation, cameras, equipment, repair and maintenance, and annual subscription fee (which includes warranties, cellular lines of service, and licensing fees) for the LPR System, as set forth in the District Vigilant Contract. The District shall be responsible for all costs associated with the work of the District Representative.

5.2 The Sheriff shall be responsible for all costs associated with the usage and operation of the LPR System by the Sheriff's personnel, including that of the Sheriff Representative. No fees shall be paid by the District to the Sheriff for its services. The consideration for this Agreement shall be the Sheriff's use of the LPR System for its law enforcement activities and its funding from Osceola County's annual general appropriations.

#### **ARTICLE 6**

##### **LIABILITY**

6.1 The District and the Sheriff shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement. Each shall indemnify the other for the negligence or willful misconduct of its respective officers, agents and employees in the performance of its obligations under this Agreement.

6.2 Both the Sheriff and the District will at all times be entitled to the benefits of sovereign immunity as provided in Section 768.28, *Florida Statutes*, or other law and common law. Nothing in this Agreement shall be deemed a waiver of sovereign immunity or limit of liability of the District or the Sheriff, including their respective supervisors, commissioners, officers, agents or employees, beyond any statutory limited waiver of immunity or limits of liability which may have

been adopted in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

6.3 A breach of any provision of this Agreement shall constitute a default under this Agreement, allowing the other party to terminate the Agreement for cause.

**ARTICLE 7**

**MISCELLANEOUS PROVISIONS**

7.1 Governing Law and Venue. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Ninth Judicial Circuit in and for Osceola County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration, but the parties agree that, in the event of a conflict, prior to either party instituting litigation, they will pursue a resolution under Chapter 164.101, *Florida Statutes*, the “Florida Governmental Conflict Resolution Act.” If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney’s fees and costs.

7.2 Notices. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight delivery service with receipt confirmation. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery. Either party may change its notice address and by sending in notice to the other by the means set forth in this Section.

<p><b>FOR THE SHERIFF:</b>                  Osceola County Sheriff’s Office                  Attn: Legal Counsel                  2601 E. Irlo Bronson Memorial Hwy.                  Kissimmee, FL 34744                  Telephone: 407-348-1103</p>	<p><b>FOR THE DISTRICT:</b>                  Celebration Community Development                  District                  Attn: District Manager                  313 Campus Street                  Celebration, FL 34747                  Telephone: 407-566-4373</p> <p><b>WITH COPY TO:</b>                  District Counsel                  Latham, Luna, Eden &amp; Beaudine, LLP                  Attn: Jan A. Carpenter, Esq.                  201 S. Orange Avenue, Suite 1400                  Orlando, FL 32801                  Telephone: 407-481-5800</p>
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7.3 Third Party Beneficiaries. Neither the District nor the Sheriff intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Sheriff, the District, and their respective successors and assigns.

7.5 Filing and Recording. The Sheriff and the District hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*. The District shall record this Agreement in the Public Records of Osceola County, at the County's expense.

7.6 Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapters 189, 190, 316, 768 or any other Florida Law shall automatically amend this agreement.

7.7 Section Headings. The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

7.8 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

7.9 Counterpart Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

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**COUNTERPART SIGNATURE PAGE TO INTERLOCAL AGREEMENT BETWEEN  
THE SHERIFF OF OSCEOLA COUNTY, FLORIDA  
AND  
CELEBRATION COMMUNITY DEVELOPMENT DISTRICT  
FOR LICENSE PLATE READER (LPR) ACCESS**

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: Sheriff of Osceola County, Florida, and the Celebration Community Development District, signing by and through the Chairman of its Board of Supervisors, duly authorized to execute same.

WITNESSES:

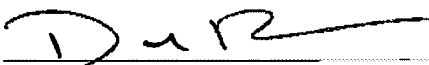
**SHERIFF OF OSCEOLA  
COUNTY, FLORIDA**

X 

Print Jose Compa

By:   
Marcos R. Lopez, Sheriff

Date: 10-26-21

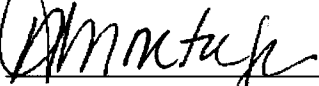
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Print Deborah Barrera


**COUNTERPART SIGNATURE PAGE TO INTERLOCAL AGREEMENT BETWEEN  
THE SHERIFF OF OSCEOLA COUNTY, FLORIDA  
AND  
CELEBRATION COMMUNITY DEVELOPMENT DISTRICT  
FOR LICENSE PLATE READER (LPR) ACCESS**


**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: Sheriff of Osceola County, Florida, and the Celebration Community Development District, signing by and through the Chairman of its Board of Supervisors, duly authorized to execute same.

WITNESSES:

X   
Print Angel Montagna

**CELEBRATION COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Chairman/Vice-Chairman  
Date: 26 Oct 2021

X   
Print Jan Carpenter

**EXHIBIT A**  
**DISTRICT VIGILANT CONTRACT**

**LICENSE PLATE READER AGREEMENT**

(Celebration Community Development District and Vetted Security Solutions)

**THIS LICENSE PLATE READER AGREEMENT** (“Agreement”), effective as of the 1<sup>st</sup> day of November, 2021 (the “Effective Date”), between the **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 313 Campus Street, Celebration, Florida 34747 (the “**District**”) and **VETTED SECURITY SOLUTIONS LLC**, a Florida limited liability company, whose mailing address is 4185 35th Street North, Saint Petersburg, Florida 33714 (the “**Contractor**”).

**WITNESSETH:**

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: (i) this License Plate Reader Agreement, and (ii) the Contractor’s Project Quotation, attached hereto and made a part hereof as **Exhibit “A”** (the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) **LPR System.** The term LPR System is used in this Agreement to refer to the LPR cameras and the annual subscription and all Services as described in this Agreement.

(c) **Services.** The term “Services” as used in this Agreement shall be construed to include the installation of eight (8) fixed LPR cameras in or adjacent to the Celebration community; an annual subscription, including warranty, cellular line of service and licensing, renewable annually for five (5) years; all activities and services set forth in the Proposal; and all obligations of Contractor under this Agreement

2. **SCOPE OF WORK.**

The Contractor agrees and acknowledges that the Services are to be provided solely to the Sheriff of Osceola County (the “Sheriff”), as provided in the Interlocal Agreement for License Plate Reader System between the Sheriff and the District to be dated as of November 1, 2021, which is attached hereto and made a part hereof as Exhibit “B.” The Contractor agrees and acknowledges that the District will own and pay for the LPR System, but that, after installation of the LPR cameras, the LPR System shall be solely operated by the Sheriff. Sole access to the LPR System shall be by the Sheriff. The District shall have no access to the LPR System.

**[FOR A COMPLETE COPY OF THE CONTRACT, PLEASE CONTACT THE DISTRICT]**

Celebration Community Development District  
Vetted LPR Agreement

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Avenue, Suite 1400  
Orlando, Florida 32801  
Attention: Jan Albanese Carpenter, Esq.

ABOVE SPACE RESERVED FOR  
RECORDING PURPOSES ONLY

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
THE SHERIFF OF OSCEOLA COUNTY, FLORIDA  
AND CELEBRATION COMMUNITY DEVELOPMENT DISTRICT  
FOR LICENSE PLATE READER (LPR) SYSTEM**

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR LICENSE PLATE READER SYSTEM** (the “Amendment”) is made effective and entered into this \_\_\_ day of April, 2024, and amends that certain Interlocal Agreement dated November 1, 2021 and recorded on November 8, 2024 in Official Records Book 6082, Page 1745 of the Official Records of Osceola County (the “Interlocal Agreement”), both between the **SHERIFF OF OSCEOLA COUNTY, FLORIDA**, a Constitutional Officer, whose address is 2601 E. Irlo Bronson Memorial Hwy. Kissimmee, FL 34744 (hereinafter referred to as the “Sheriff”), and the **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter referred to as the “District”).

**WHEREAS**, the Sheriff and the District entered into the Interlocal Agreement to exercise jointly their common powers and authority concerning the financing of the acquisition of the LPR System facilities and the use and operation of the LPR System Facilities, and to clarify responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies as to the LPR System Facilities; and.

**WHEREAS**, the District has changed its provider of the LPR System Facilities and the parties desire to amend the Interlocal Agreement to reflect the Sheriff’s consent to such change.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sheriff and the District agree as follows:

**A. Amendment to Article I. Definitions.** Article I, Definitions, Section 1.2.2 is hereby deleted in its entirety and replaced with the following:

1.2.2 **District Motorola Contract** means, that **Motorola Solutions Customer Agreement** dated as of April \_\_, 2024 between the District and Motorola Solutions, Inc., which has an annual term commencing \_\_\_\_\_, 2024 and may be renewed by the District annually, for up to five (5) one-year periods. The District may change providers of the LPR System with the consent of the Sheriff.

The term “**District Vigilant Contract**” is hereinafter replaced wherever used throughout the Interlocal Agreement with the term “**District Motorola Contract**.”

**B. Amendment to Article 2. Term of Agreement.** Article 2, Term of Agreement, Section 2.1 is hereby deleted in its entirety and replaced with the following:

2.1 The term of this Agreement shall commence on November 1, 2021 and shall end on \_\_\_\_\_, 2029, unless renewed or terminated earlier by the parties as provided in this Agreement. The parties acknowledge and agree that the term of this Agreement is intended to, and shall, run contemporaneously with the District Motorola Contract.

The District may request renewal of this Agreement for one additional five (5) year period, by providing the Sheriff with written notice of its intent to renew this Agreement by \_\_\_\_\_, 2029 at the same terms and provisions of this Agreement.

**C. Amendment to Article 3. General Provisions.** Article 3, General Provisions, Section 3.1 is hereby deleted in its entirety and replaced with the following:

3.1 Ownership and maintenance of the system: The LPR System will be owned by the District. The District will be responsible for the costs of any repairs, replacements and updates required. The District has elected to purchase the LPR equipment from Motorola Solutions, Inc., a vendor of their choosing, pursuant to the District Motorola Contract, a copy of which shall be delivered to the Sheriff upon execution of this Amendment. In the event of any LPR System failure or outage, or required or recommended maintenance of the LPR System, the Sheriff Representative shall immediately contact the District Representative.

**Exhibit A** to the Interlocal Agreement is hereby deleted in its entirety.

**D. Future Amendments.** The Interlocal Agreement may not be further amended except by an instrument in writing signed by each of the parties hereto.

**E. Remaining Provisions Unaffected.** Except as expressly modified and amended by this Amendment, the covenants, terms and conditions of the Interlocal Agreement shall remain unaffected and shall remain in full force and effect.

**F. Severability.** If any provision of this Amendment or the Interlocal Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions

hereof or thereof shall in no way be affected or impaired, nor shall such holding of invalidity, illegality or unenforceability affect the validity, legality or enforceability of such provision under other dissimilar facts or circumstances.

**G. Multiple Counterparts.** This Amendment may be simultaneously executed in one or more counterparts, all of which shall constitute the same instrument and each of which shall be deemed an original.

**H. Amendment Shall Prevail.** In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Interlocal Agreement, the terms and provisions of this Amendment shall take precedence.

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**COUNTERPART SIGNATURE PAGE TO FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF OSCEOLA COUNTY, FLORIDA AND CELEBRATION COMMUNITY DEVELOPMENT DISTRICT FOR LICENSE PLATE READER (LPR) ACCESS**

**IN WITNESS WHEREOF**, the parties have made and executed this First Amendment on the respective dates under each signature: Sheriff of Osceola County, Florida, and the Celebration Community Development District, signing by and through the Chairman of its Board of Supervisors, duly authorized to execute same.

WITNESSES:

**SHERIFF OF OSCEOLA COUNTY, FLORIDA**

X \_\_\_\_\_

Print \_\_\_\_\_

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

Marcos R. Lopez, Sheriff

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

X \_\_\_\_\_

Print \_\_\_\_\_



**COUNTERPART SIGNATURE PAGE TO FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE SHERIFF OF OSCEOLA COUNTY, FLORIDA AND CELEBRATION COMMUNITY DEVELOPMENT DISTRICT FOR LICENSE PLATE READER (LPR) ACCESS**

**IN WITNESS WHEREOF**, the parties have made and executed this First Amendment on the respective dates under each signature: Sheriff of Osceola County, Florida, and the Celebration Community Development District, signing by and through the Chairman of its Board of Supervisors, duly authorized to execute same.

WITNESSES:

**CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

X \_\_\_\_\_

Print \_\_\_\_\_

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

Chairman/Vice-Chairman

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

X \_\_\_\_\_

Print \_\_\_\_\_

# **Subsection 7H**

## **Agreement with Dix.Hite and WA #1**

**PARKS AND RECREATION SYSTEM PLANNING SERVICES AGREEMENT**  
**(CELEBRATION CDD)**

**THIS PARKS AND RECREATION SYSTEM PLANNING SERVICES AGREEMENT** (the “Agreement”) is made and entered into effective as of the \_\_ day of April, 2024 (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 **DIX.HITE + PARTNERS, INC.**, a Florida profit corporation (hereinafter referred to as the "Contractor"), whose mailing address is 150 W. Jessup Avenue Longwood, Florida 32750.

**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 Parks and Recreation System Planning Services Agreement, the “Scope of Services” attached hereto as Exhibit “A,” the “Project Compensation” attached hereto as Exhibit “B,” the “Additional Terms and Conditions” attached hereto as Exhibit “C” and “Work Authorization Number 1” attached hereto as Exhibit “D” (Exhibits A, B, C and D collectively, the “Contract Documents”). 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” or “Work” as used in this Agreement shall be construed to include all services, after approval by a separate, written Work Authorization, as described in Exhibits “A” and “B.”

2. **SCOPE OF SERVICES.** A description of the nature, scope and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Contract Documents and in this Agreement. Notwithstanding the foregoing, Contractor’s Additional Terms and Conditions are incorporated into the Agreement insofar as the Additional Terms and Conditions do not conflict or negate the terms of this Agreement. In the event of any conflict between the terms of Contractor’s Additional Terms and Conditions and the term(s) of this Agreement, the terms in this Agreement shall prevail. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. **COMMENCEMENT OF SERVICES AND TERM.** Contractor shall commence the Services on April 2, 2024, and shall perform the Services promptly as approved Work Authorizations are issued and executed by the District and the Contractor. All Work shall be completed within the time frames set forth in the Proposal, or as otherwise modified by Work Authorizations.

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. It is anticipated that a Project Manager will be retained by the District to facilitate the completion of the Services and the construction of a community center or other proposed amenities for the District. The Contractor shall cooperate with the Project Manager throughout the completion of the Services.

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 Services as directed and completed pursuant to written Work Authorizations (as defined herein). The Parties agree that no other task(s) shall be performed without prior Work Authorization(s) executed by both the District and the Contractor.

b. The Contractor shall notify the District via email after the Services, pursuant to a Work Authorization, are completed, for the District to have an opportunity to review and inspect any Services provided.

c. The District shall have the right to inspect and/or review the Services to accept or deny the sufficiency of such Services 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 the applicable calendar month, an invoice for the Services provided during that calendar month, along with a monthly report of the status of the Work Authorization.

e. Upon request, 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 each task of the Services provided in the Proposal, or for any services beyond those set forth in the Proposal. 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, or as provided in the Work Authorization with the agreement of the District and the Contractor. Contractor shall not be entitled to compensation for the Services unless Contractor has obtained prior written Work 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 or increase any portion of Contractor's Scope of Services, or as amended in any Work Authorization. Should this occur, a revised Scope of Services and reduced or increased 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 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 and its professionals and staff are 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 Services shall be performed in a good and workmanlike manner, in the high quality customarily required of other professionals 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 licensees, 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.

b. As applicable, 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.

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 and work product in Contractor’s possession related to the Services.

**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. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

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  
 Email: [Angel.Montagna@inframark.com](mailto:Angel.Montagna@inframark.com)

with a copy to: Latham, Luna, Eden & Beaudine, LLP  
 201 South Orange Avenue, Suite 1400  
 Orlando, Florida 32801  
 Attention: Jan Carpenter, Esq.  
 Telephone: (407) 481-5800  
 Email: [JCarpenter@LathamLuna.com](mailto:JCarpenter@LathamLuna.com)

If to Contractor: Dix.Hite + Partners, Inc.  
 150 W. Jessup Avenue  
 Longwood, Florida 32750  
 Attention: Chris Hite  
 Telephone: (407) 667-1777  
 Email: \_\_\_\_\_

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.

**SIGNATURE PAGE TO  
PARKS AND RECREATION SYSTEM PLANNING SERVICES AGREEMENT**

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

**CONTRACTOR:**

**DIX.HITE + PARTNERS, INC.**

**DISTRICT:**

**CELEBRATION COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chris Hite, PLA, FASLA  
Founder

\_\_\_\_\_  
Print: \_\_\_\_\_  
Chairman/Vice-Chairman

**EXHIBIT “A”**

**“Scope of Services”**

**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 POP: 24,863		WINTER PARK POP: 29,308		WATERLIN POP: 41,000		NRPA		BALDWIN PARK POP: 8,297		CELEBRATION POP: 11,178		STARKEY RANCH POP: 7,145	
	RESIDENTS PER FACILITY*	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES	RESIDENTS PER FACILITY*	NO OF FACILITIES	RESIDENTS PER FACILITY*	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES
Playgrounds	3,111	11.3	2,486	10	2,931	10	2,563	16	1,986	5.0	2,766	3	2,236	5	1,786	4
Tot Lot	10,756	3.3	4,973	5	29,308	1	8,200	5	11,983	1.5	8,297	1	5,589	2	7,145	1
Basketball Courts	6,839	5.1	24,863	1	3,664	8	5,857	7	3,750	2.7	2,766	3	11,178	1	1,786	4
Tennis Courts	5,000	7.0	214	116	1,274	23	4,100	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	6,833	6	3,446	2.9	N/A	0	2,795	4	N/A	0
Diamond Fields: Baseball - youth	4,858	7.2	8,288	3	4,885	6	5,125	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	12,431	2	N/A	0	5,125	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	10,250	4	5,667	1.8	N/A	0	N/A	0	N/A	0
Rectangular Fields: Multi-Purpose	7,674	4.6	6,216	4	3,664	8	6,833	6	4,362	2.3	N/A	0	1,016	11	2,382	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	19,351	1.8	N/A	0	29,308	1	13,667	3	8,004	1.2	N/A	0	N/A	0	N/A	0
Multiseuse 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	28,000	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	1,397	8	2,382	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	41,000	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
Skate 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 analysing, 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/> or information from CROA
    - a. Existing parks and recreation within the Town of Celebration: **1 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.





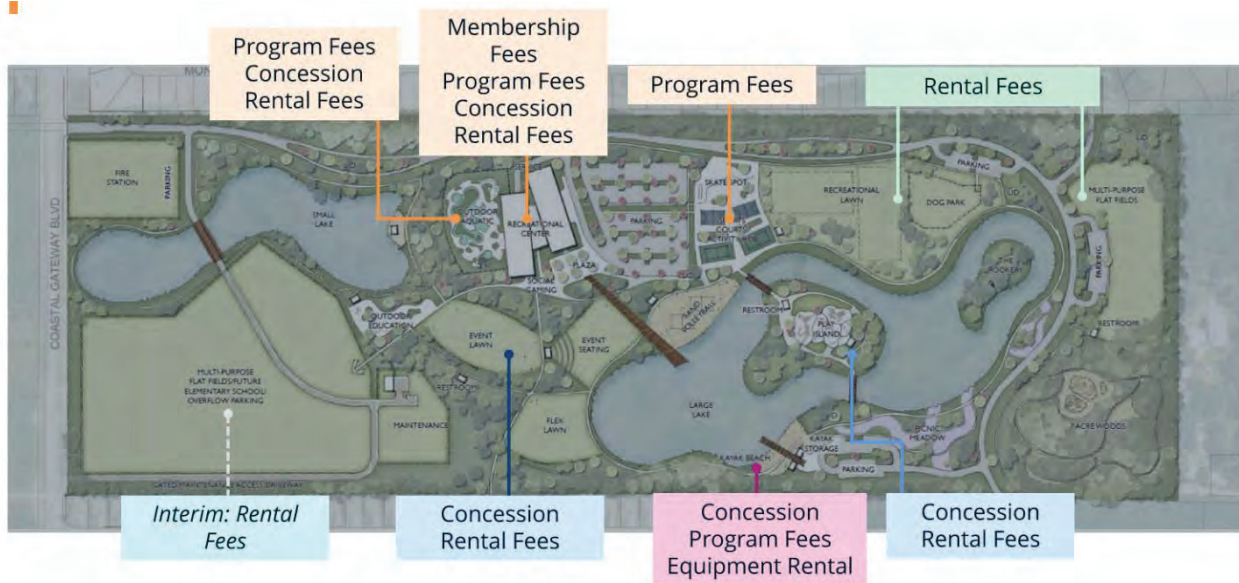
Example of Coastal Oaks conceptual sketch of the configuration of facilities within a single park.



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

- community architectural and planning guidelines.
- 4. Prioritized schedule of improvements, from highest to lowest impact.
- 5. **Operating Budget and Revenue Strategy (HR&A Advisors)**
  - a. Develop a high-level, static financial model detailing estimated operating costs and revenue sources in alignment with Framework Plan developed by Dix-Hite and design team, including proposed investments in new facilities. Estimate maintenance, programming, and administrative operating costs in a stabilized year on a system-wide level.
  - b. Develop a funding plan that matches sources to uses identified in Framework Plan, including earned income, contributed income, value capture, and public funding sources.
- 6. A draft Master Plan will be presented for review and comment.
- 7. The review comments will be included in the Parks Master Plan for use by the client.



Example of potential earned revenue

**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 make-up 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)

**EXHIBIT “B”**

**“Project Compensation”**

**PROJECT COMPENSATION**

**Dix Hite**

<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>	
<b>DREAM/ DISCOVER</b>			
A. Research	\$ 33,000	Lump Sum	
B. Sites Evaluation	\$ 7,000	Lump Sum	
C. Inventory and Analysis of Existing Amenities Facilities	\$ 15,000	Lump Sum	
D. Community Engagement Meetings (In Person)	\$ 2,500	T&M	Two Staff Per Meeting Plus Prep and Follow up.
Meetings (Virtual)	\$1,000	T&M	
Branded Pop-Ups	\$4,500	T&M	
Phone Tree	\$4,800	T&M	
E. Pre-Vision Workshop	\$8,000		
<b>SUBTOTAL</b>	<b>\$63,000</b>	<b>Lump Sum Only</b>	
<b>DESIGN</b>			
F. Vision Workshop	\$ 50,000	T&M	
<b>SUBTOTAL</b>	<b>\$ 50,000</b>	<b>T&amp;M</b>	
<b>DOCUMENT</b>			
G. Framework Plan	\$ 30,000	Lump Sum	
H. Master Plan	\$ 20,000	Lump Sum	
<b>SUBTOTAL</b>	<b>\$ 50,000</b>	<b>Lump Sum Only</b>	
<b>TOTAL</b>	<b>\$113,000</b>	<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.**

<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>
DREAM / DISCOVER	\$15,000	Lump Sum
DESIGN	\$5,000	Lump Sum
DOCUMENT	N/A	N/A
<b>TOTAL</b>	<b>\$20,000</b>	<b>Lump Sum</b>

**KPMFranklin**

<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>
DREAM / DISCOVER	\$20,000	Lump Sum
DESIGN	\$16,000	Lump Sum
DOCUMENT	\$14,000	Lump Sum
<b>TOTAL</b>	<b>\$50,000</b>	<b>Lump Sum</b>

**HR&A Advisors**

<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>
DREAM / DISCOVER	\$25,000	Lump Sum
DESIGN	\$9,000	Lump Sum
DOCUMENT	\$45,000	Lump Sum
<b>TOTAL</b>	<b>\$76,000</b>	<b>Lump Sum</b>

<b>TOTAL</b>	<b>\$262,000</b>	<b>Lump Sum Only, Not Including T&amp;M</b>
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**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	\$250
Principal	\$225
Senior Landscape Architect	\$200
Landscape Architect	\$175
Senior Designer	\$150
Designer	\$125
Technical / Administration	\$85

**EXHIBIT “C”**

**“Additional Terms and Conditions”**



**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. *rame@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

**EXHIBIT “D”**

**“Work Authorization Number 1”**

**WORK AUTHORIZATION NUMBER 1  
(CELEBRATION CDD)**

Services for Work Authorization Number 1 shall include the Work listed in Exhibit A (Scope of Services) under Section I, subsections A-C and all associated coordination with stakeholders. The fees for these Services shall be billed on an hourly basis at the rates set forth in Exhibit B, and shall not exceed Twenty Thousand Dollars (\$20,000.00).



**IN WITNESS WHEREOF**, the parties have caused this Work Authorization Number 1 to be duly executed affective as of the day and year first above written.

**CONTRACTOR:**

**DISTRICT:**

**DIX.HITE + PARTNERS, INC.**

**CELEBRATION COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chris Hite, PLA, FASLA  
Founder

\_\_\_\_\_  
Print: \_\_\_\_\_  
Chairman/Vice-Chairman



April 15, 2024

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

**Re: Celebration CDD Parks System 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,



Christina Hite  
Founding Partner

**Scope of Services  
 Celebration CDD Parks Master Plan  
 Project Number 240103  
 April 15, 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.

**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 (LRK)** – 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 (LRK)** - 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 POP: 24,863		WINTER PARK POP: 29,308		WATERLIN POP: 41,000		NRPA		BALDWIN PARK POP: 8,297		CELEBRATION POP: 11,178		STARKEY RANCH POP: 7,145	
	RESIDENTS PER FACILITY*	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES	RESIDENTS PER FACILITY*	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES	RESIDENTS PER FACILITY	NO OF FACILITIES
Playgrounds	3,111	11.3	2,486	10	2,931	10	2,563	16	1,986	5.0	2,766	3	2,236	5	1,786	4
Tot Lot	10,756	3.3	4,973	5	29,308	1	8,200	5	11,983	1.5	8,297	1	5,589	2	7,145	1
Basketball Courts	6,839	5.1	24,863	1	3,664	8	5,857	7	3,750	2.7	2,766	3	11,178	1	1,786	4
Tennis Courts	5,000	7.0	214	116	1,274	23	4,100	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	6,833	6	3,446	2.9	N/A	0	2,795	4	N/A	0
Diamond Fields: Baseball - youth	4,858	7.2	8,288	3	4,885	6	5,125	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	12,431	2	N/A	0	5,125	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	10,250	4	5,667	1.8	N/A	0	N/A	0	N/A	0
Rectangular Fields: Multi-Purpose	7,674	4.6	6,216	4	3,664	8	6,833	6	4,362	2.3	N/A	0	1,016	11	2,382	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	19,351	1.8	N/A	0	29,308	1	13,667	3	8,004	1.2	N/A	0	N/A	0	N/A	0
Multiseuse 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	28,000	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	1,397	8	2,382	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	41,000	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
Skate 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**

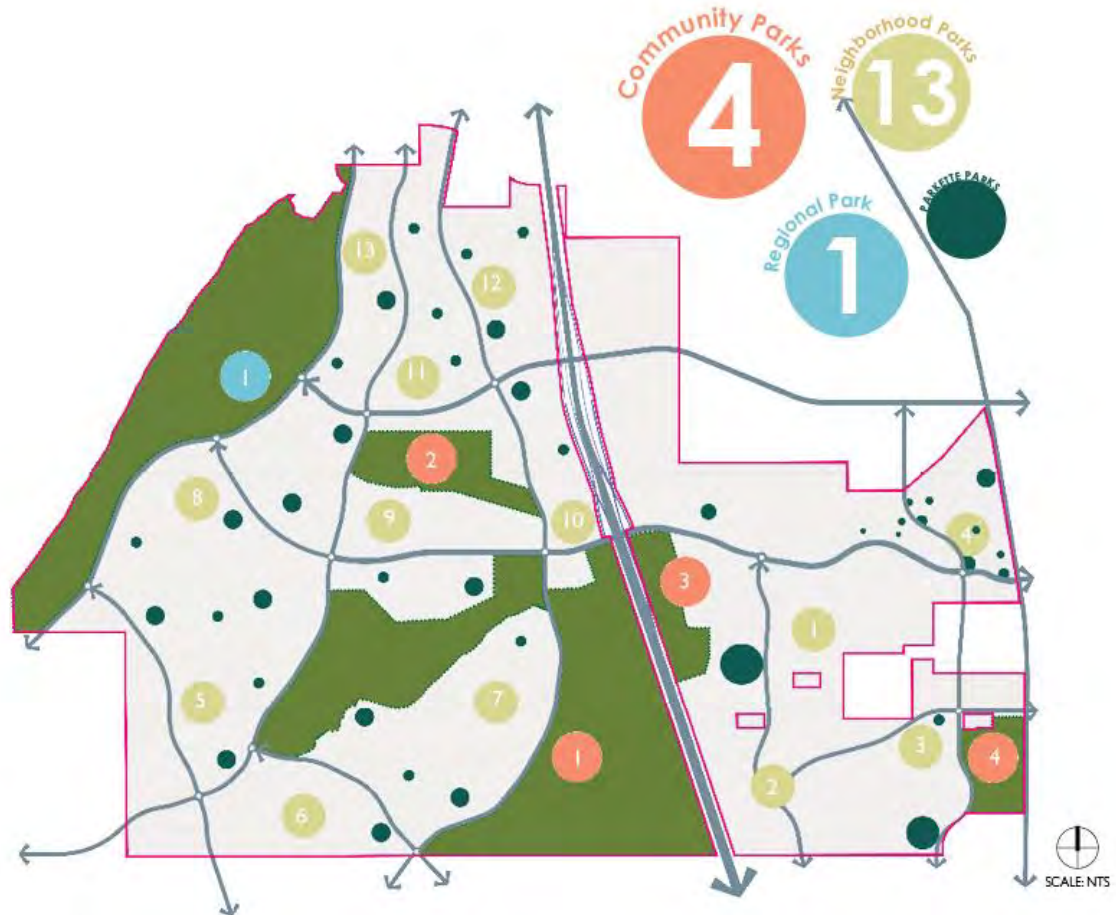
**D. Public Engagement**

- 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





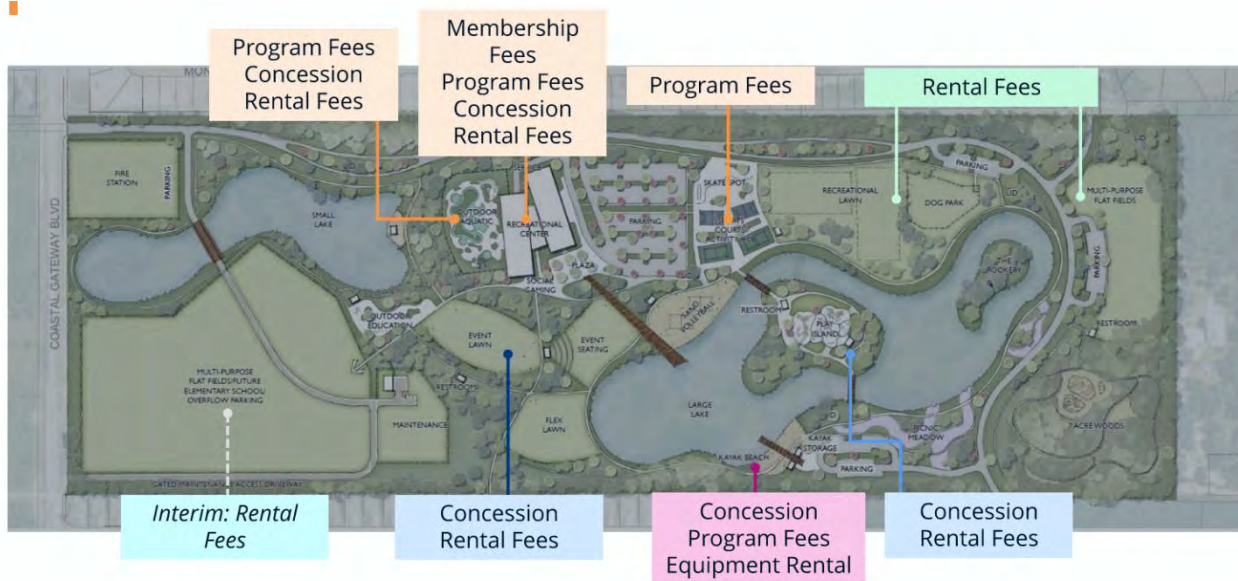
Example of Coastal Oaks conceptual sketch of the configuration of facilities within a single park.



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

- community architectural and planning guidelines.
- 4. Prioritized schedule of improvements, from highest to lowest impact.
- 5. Operating Budget and Revenue Strategy (HR&A Advisors)
  - a. Develop a high-level, static financial model detailing estimated operating costs and revenue sources in alignment with Framework Plan developed by Dix-Hite and design team, including proposed investments in new facilities. Estimate maintenance, programming, and administrative operating costs in a stabilized year on a system-wide level.
  - b. Develop a funding plan that matches sources to uses identified in Framework Plan, including earned income, contributed income, value capture, and public funding sources.
- 6. A draft Master Plan will be presented for review and comment.
- 7. The review comments will be included in the Parks Master Plan for use by the client.



Example of potential earned revenue

**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**

<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>	
<b>DREAM/ DISCOVER</b>			
A. Research	\$ 33,000	Lump Sum	
B. Sites Evaluation	\$ 7,000	Lump Sum	
C. Inventory and Analysis of Existing Amenities Facilities	\$ 15,000	Lump Sum	
D. Community Engagement Meetings (In Person)	\$ 2,500	T&M	Two Staff Per Meeting Plus Prep and Follow up.
Meetings (Virtual)	\$1,000	T&M	
Branded Pop-Ups	\$4,500	T&M	
Phone Tree	\$4,800	T&M	
E. Pre-Vision Workshop	\$8,000		
<b>SUBTOTAL</b>	<b>\$63,000</b>	<b>Lump Sum Only</b>	
<b>DESIGN</b>			
F. Vision Workshop	\$ 50,000	T&M	
<b>SUBTOTAL</b>	<b>\$ 50,000</b>	<b>T&amp;M</b>	
<b>DOCUMENT</b>			
G. Framework Plan	\$ 30,000	Lump Sum	
H. Master Plan	\$ 20,000	Lump Sum	
<b>SUBTOTAL</b>	<b>\$ 50,000</b>	<b>Lump Sum Only</b>	
<b>TOTAL</b>	<b>\$113,000</b>	<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.**

<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>
DREAM / DISCOVER	\$15,000	Lump Sum
DESIGN	\$5,000	Lump Sum
DOCUMENT	N/A	N/A
<b>TOTAL</b>	<b>\$20,000</b>	<b>Lump Sum</b>

**KPMFranklin**

<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>
DREAM / DISCOVER	\$20,000	Lump Sum
DESIGN	\$16,000	Lump Sum
DOCUMENT	\$14,000	Lump Sum
<b>TOTAL</b>	<b>\$50,000</b>	<b>Lump Sum</b>

**HR&A Advisors**

<b>Task</b>	<b>Fee</b>	<b>Fee Type</b>
DREAM / DISCOVER	\$25,000	Lump Sum
DESIGN	\$9,000	Lump Sum
DOCUMENT	\$45,000	Lump Sum
<b>TOTAL</b>	<b>\$76,000</b>	<b>Lump Sum</b>

<b>TOTAL</b>	<b>\$262,000</b>	<b>Lump Sum Only, Not Including T&amp;M</b>
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**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	\$250
Principal	\$225
Senior Landscape Architect	\$200
Landscape Architect	\$175
Senior Designer	\$150
Designer	\$125
Technical / Administration	\$85

**ADDITIONAL TERMS AND CONDITIONS**

**Celebration CDD Parks Master Plan**

**240103**

**4/15/2024**

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

April 15, 2024  
\_\_\_\_\_  
Date

# **Subsection 7I**

## **Resolution 2024-04**

**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) IMPLEMENTING SECTION 190.006(3)(A)(2)(C), FLORIDA STATUTES AND INSTRUCTING THE OSCEOLA COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT’S GENERAL ELECTION; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the Celebration Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) seeks to implement Section 190.006(3)(A)(2)(c), *Florida Statutes*, and to instruct the Supervisor of Elections for Volusia County, Florida (“Supervisor of Elections”), to conduct the District’s elections by the qualified electors of the District at the 2024 general election (“General Election”).

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

**1. GENERAL ELECTION SEATS.** Seats 1, 3, and 5 with terms expiring in November 2024 are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

**2. QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

**3. COMPENSATION.** Members of the Board are entitled to receive \$200 per meeting for their attendance, and no Board member shall receive more than \$4,800 per year.

**4. TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.

**5. REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor of Elections to conduct the District’s General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election

cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

**6. PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

**8. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of May, 2024.

ATTEST:

**CELEBRATION COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice Chairman

**EXHIBIT A**  
**FORM OF NOTICE OF QUALIFYING PERIOD**

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES  
FOR THE BOARD OF SUPERVISORS OF THE  
CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Celebration Community Development District will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Osceola County Supervisor of Elections located at 2509 East Irlo Bronson Memorial Highway, Kissimmee, FL 34744, Phone 407-742-6000. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Osceola County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Celebration Community Development District has three (3) seats up for election, specifically Seats 1, 3, and 5. Each seat carries a four-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Osceola County Supervisor of Elections.

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**Publication date:** Thursday, May 9, 2024

# **Subsection 7J**

## **Aquatics Proposals**

*Summary attached.  
Proposals in separate pdf.*

**CELEBRATION CDD**  
*Aquatic RFP Price Summary*

<b>Firm listed alphabetically</b>	<b>Monthly Fee</b>	<b>Annual Fee</b>	<b>Aeration Maintenance, Annual</b>	<b>Wetland Maintenance, Annual</b>	<b>One-Time Service to Correct Conditions</b>
<b>Aquatic Weed Control</b>	<b>\$13,900.00</b>	<b>\$166,800.00</b>	separate WA, TBD	<b>\$43,500.00</b>	
<b>Crosscreek Environmental</b>	<b>\$10,930.00</b>	<b>\$131,160.00</b>	<b>\$3,800.00</b>		
<b>Estate Management Services</b>	<b>\$18,240.00</b>	<b>\$218,880.00</b>	\$135/system (up to 4), \$198.50/hr T&M		
<b>Premier Lakes</b>	<b>\$11,000.00</b>	<b>\$132,000.00</b>	<b>\$3,600.00</b>		<b>\$10,000.00</b>
<b>SOLitude Lake Management</b>	<b>\$10,125.00</b>	<b>\$121,500.00</b>	included		
<b>TopWater Environmental</b>	<b>\$10,455.00</b>	<b>\$125,460.00</b>	separate WA, TBD		



# **Section 9**

## **Regular Reports**

# **Subsection 9B**

## **Field Manager: Monthly Report**

# PROJECT 4/1/24, 11:21 AM

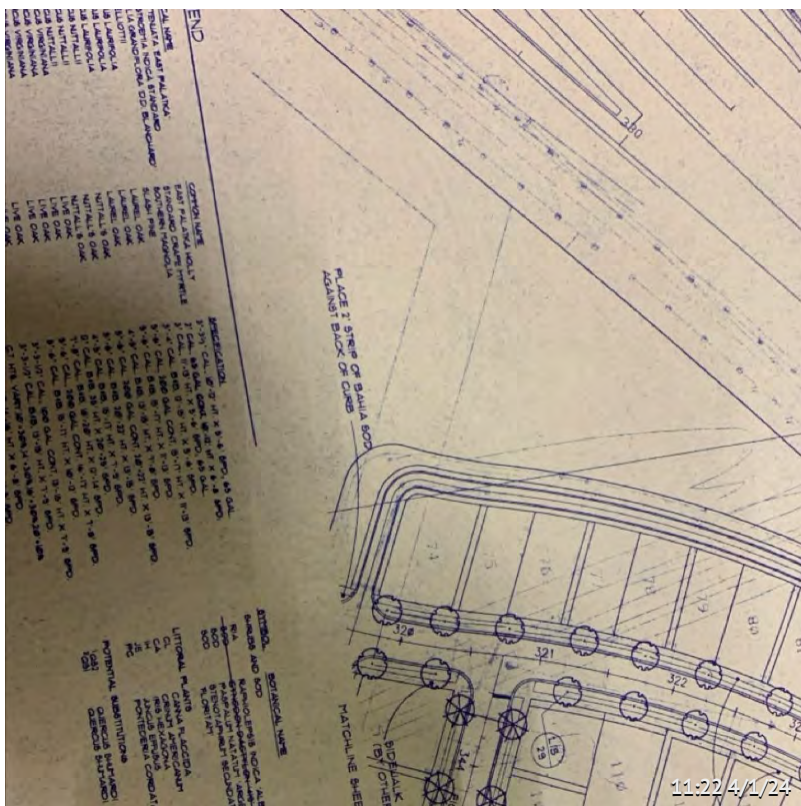
Monday, April 1, 2024

Prepared For George Town

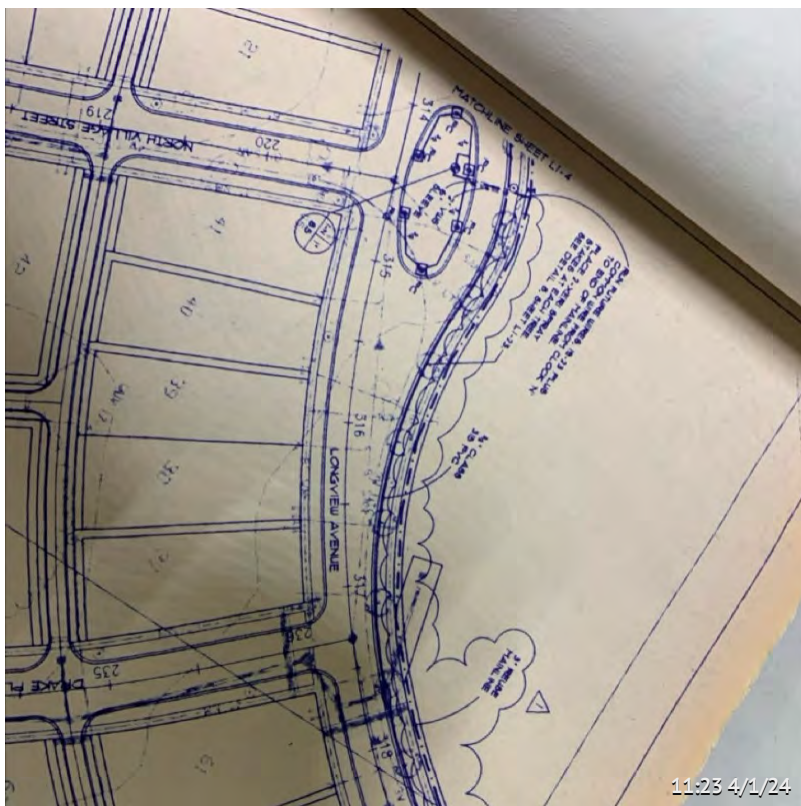
8 Items Identified

Russ Simmons -Field Manager Celebration  
Inframark





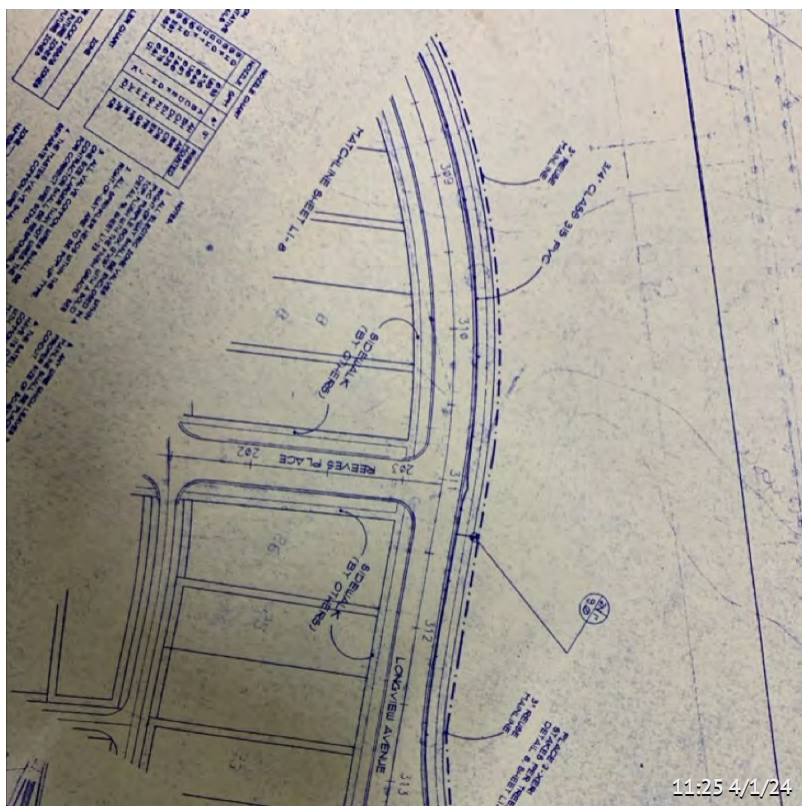
**Item 1**  
No hedges planted



**Item 2**  
Irrigation main 6". Back of sidewalk

**Item 3**

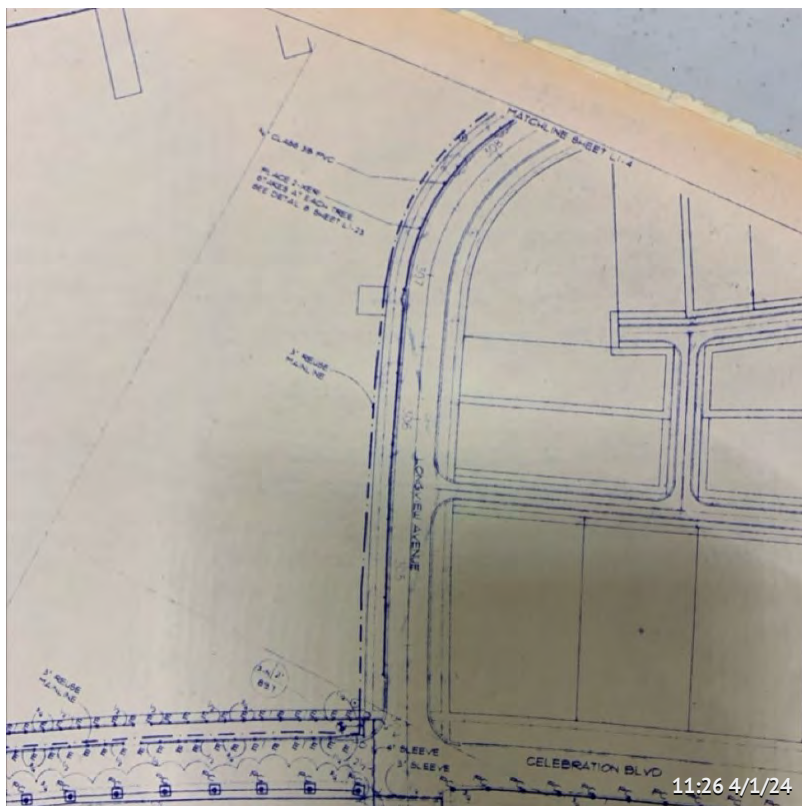
Same as picture 2



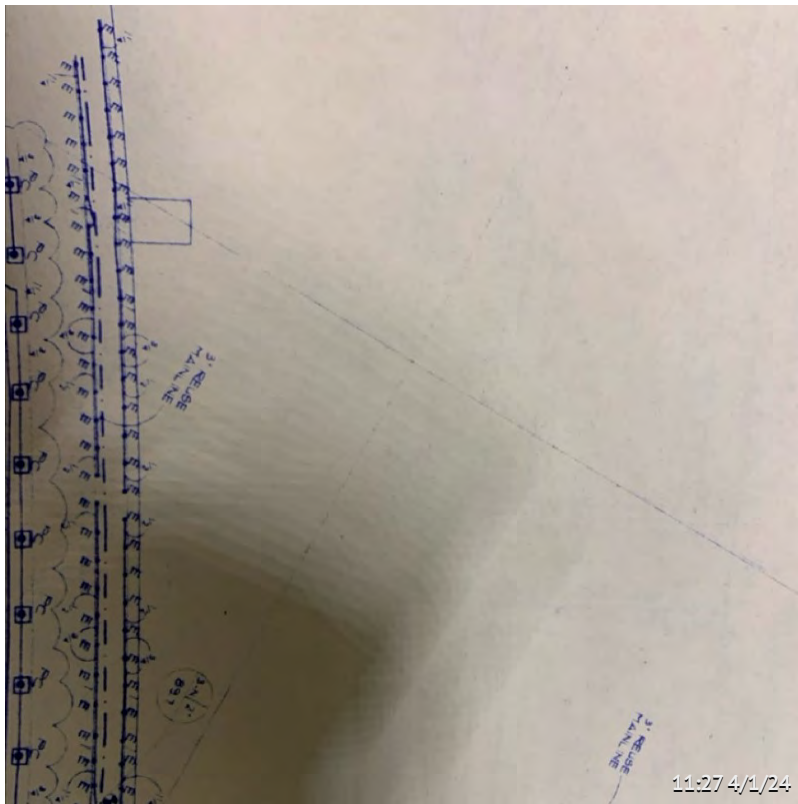
11:25 4/1/24

**Item 4**

Irrigation main along Longview 6" behind sidewalk



11:26 4/1/24



**Item 5**

CDD irrigation between sidewalk and curb



**Item 6**

More CDD irrigation between sidewalk and curb



**Item 7**

More irrigation between sidewalk and curb mainline is roughly 10' back of sidewalk with valve



**Item 8**

Stops at kinder care

# PROJECT 4/4/24, 9:16 AM

April 2024

Thursday, April 4, 2024

Prepared For Celebration Board

15 Items Identified

Russ Simmons -Field Manager Celebration  
Inframark







**Item 1**

Assigned To CDD

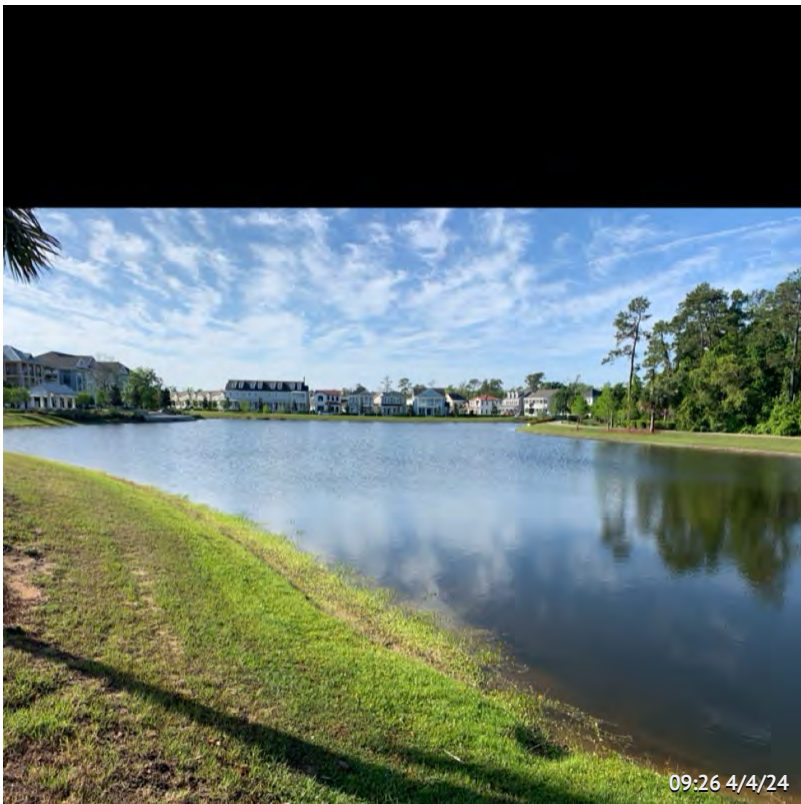
Tree blew over from storm



**Item 2**

Assigned To Mattamy

Column poured and pole reinstalled



**Item 3**

Assigned To Benchmark/ Solitude  
Observation



**Item 4**

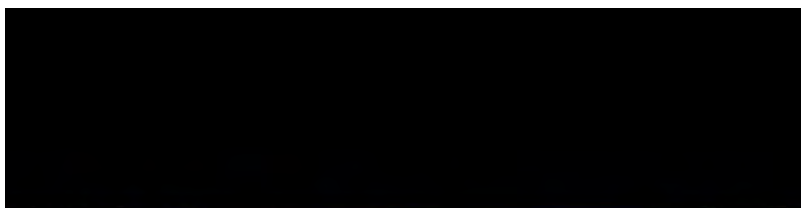
Assigned To Mattamy  
Tree on right has seen better days



**Item 5**

Assigned To CDD

Another vandalized umbrella

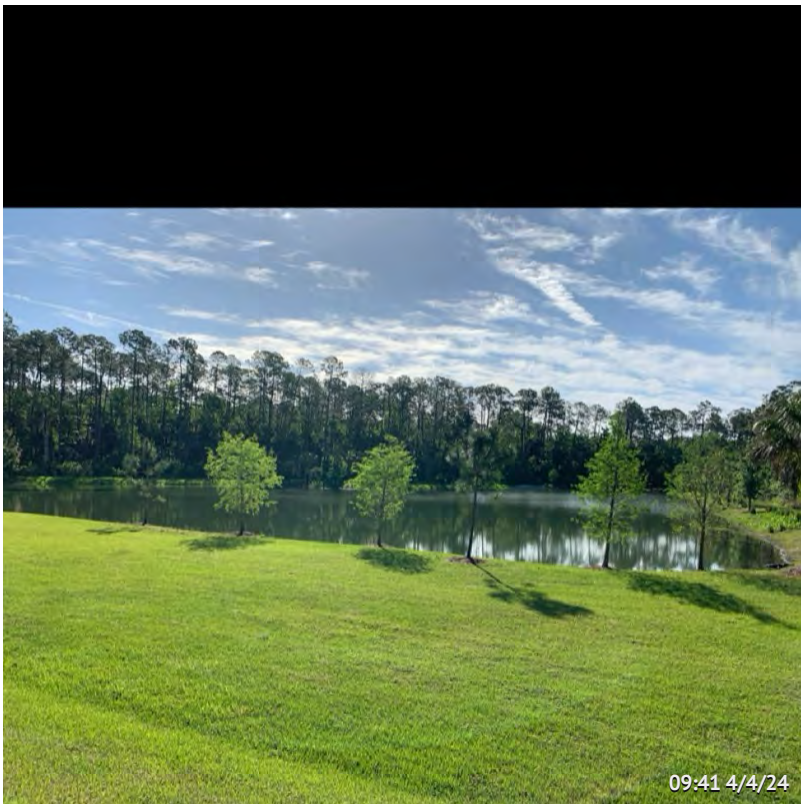


**Item 6**

Assigned To Benchmark

Island village Blvd everything is blooming





**Item 7**

Assigned To Benchmark/ Solitude  
Island village pond by bridge



**Item 8**

Assigned To Benchmark  
Fertilizer kicking in Blvd



**Item 9**

Assigned To Solitude

Looking better spring lake south pond



**Item 10**

Assigned To Solitude

Duck weed has been treated spring lake north



**Item 11**

Assigned To ?

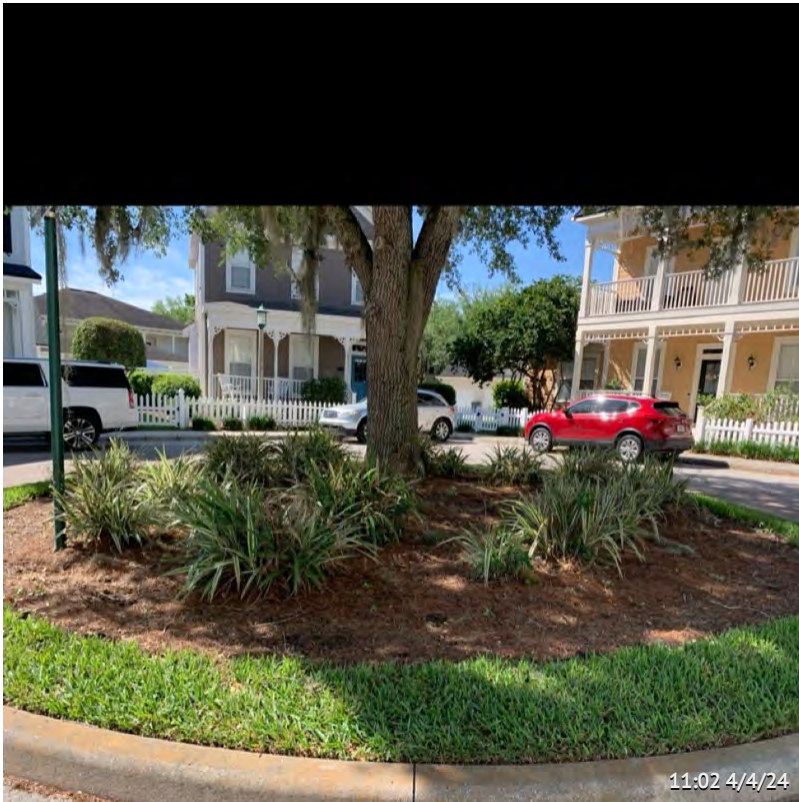
Elm trees need trimmed spring lake



**Item 12**

Assigned To Benchmark

Yew court need to replace few plants



**Item 13**

Assigned To Benchmark  
Missing few plants Periwinkle



**Item 14**

Assigned To Benchmark/ Solitude  
Artisan condo



**Item 15**

Assigned To Benchmark

Dead palm



# PROJECT 4/5/24, 8:36 AM

sidewalks

Friday, April 5, 2024

18 Items Identified

Russ Simmons -Field Manager Celebration  
Inframark





**Item 1**

Assigned To 110 Acadia Terrace  
110 Acadia Terrace



**Item 2**

Assigned To 108 Grace Ave



**Item 3**

Assigned To 106 Grace Ave  
106 grace Ave



**Item 4**

Assigned To 108 Celebration Blvd



**Item 5**

Assigned To 208 Celebration Blvd



**Item 6**

Assigned To 613-617 Teal Ave Ramp



**Item 7**

Assigned To Across From 620 Golf Park



**Item 8**

Assigned To 744 Mulberry



**Item 9**

Assigned To 740 Mulberry



**Item 10**

Assigned To 704 Mulberry



**Item 11**

Assigned To Across 1060 Waterside Drive



**Item 12**

Assigned To 908 Yew Court



**Item 13**

Assigned To 1032 Banks Rose



**Item 14**

Assigned To 910 Blue Sage On Side





**Item 15**

Assigned To 819 Oakshadows



**Item 16**

Assigned To 1333 Flag Stone



**Item 17**

Assigned To 1178 Wilde Drive



**Item 18**

Assigned To Across From 1454

Stickley

Looking for a solution

**Celebration  
Community  
Sheriff Details**

Job Site: CELEBRATION

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
03/01/2024	0600	CAMPUS ST	ON DUTY/ROUTINE CHECKS	
"	0600	FRONT ST/MARKET ST	AREA CHECKS	PATROL
"	0630	CELEBRATION BLVD	TRAFFIC ENFORCEMENT	1 WW/SPEED
"	0715	WATERSIDE DRIVE	TRAFFIC ENFORCEMENT	2 WW/SPEED
"	0800	CELEBRATION AREAS	AREA CHECKS	1WW/STOP SIGN - PATROL
"	0830	ARTISAN PARK AREAS	AREA CHECKS	PATROL
"	0910	NORTH VILLAGE/ACADIAS AREAS	AREA CHECKS	PATROL
"	0935	CELEBRATION PLACE	TRAFFIC ENFORCEMENT	2 WW/SPEED
"				
"				
"				
"				
"				
03/01/2024 CELEBRATION POINTE	1000	OFF DUTY	**WW = WRITTEN WARNING	
			**VW = VERBAL WARNING	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor	0	Citations		Citations		Parks	2
Back-up	0	Felony	0	Written Warning		Written Warning	6	Schools/Library	2
Self Initiated	0	Traffic	0	Verbal Warning		Verbal Warning		Businesses	0
Reports	0	Ordinance	0					Construction	

Name: M. Serdio ID #: 2355 Date: 03/01/2024



**Osceola County  
Sheriff's Office**

**Detail Activity Sheet**

Job Site: CELEBRATION CCD DETAIL

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
03/01/2024	2045	CELEBRATION AVE/CELEBRATION BLVD	Traffic Stop- Speeding	
03/01/2024	2130	CELEBRATION AVE/CELEBRATION BLVD	Traffic Stop- Speeding	
03/01/2024	2200	CELEBRATION AVE/TEAL AVE	Traffic Stop- Speeding	
03/01/2024	2211	CELEBRATION AVE/US 192	Fatal Car Accident	24I023271
03/01/2024	2240	CELEBRATION AVE	Armed Disturbance	24I023273
		* PORTION OF SHIFT CONSUMED BY ABOVE INCIDENTS*		

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

Name: T. BLACKMON ID #: 3071 Date: 03/01/2024



**Sheriff's Office**

**Detail Activity Sheet**

Job Site: Celebration CDD

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
3/5/24	0730	CELEBRATION BLVD/SIENNA PARK BLVD	TRAFFIC STOP	
3/5/24	0930	CELEBRATION PL/CELEBRATION BLVD	TRAFFIC STOP	
3/5/24	0945	CELEBRATION PL/CELEBRATION BLVD	TRAFFIC STOP	
3/5/24	0950	CELEBRATION PL/CELEBRATION BLVD	TRAFFIC STOP	
3/5/24	1020	CELEBRATION PL/CELEBRATION PL	TRAFFIC STOP	
3/5/24	1040	CELEBRATION CDD	ROUTINE PATROL	
3/5/24				
3/5/24				
3/5/24				
3/5/24				

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

Name: P. Theophile ID #: 2999 Date: 3/5/24

Job Site: CELEBRATION

DATE	TIME	LOCATION		ACTIVITY	INCIDENT #
03/07/2024	0600	CAMPUS ST		ON DUTY/ROUTINE CHECKS	
"	0605	FRONT ST/MARKET ST	AREA CHECKS	1WW/STOP SIGN - PATROL PATROL	
"	0620	LAKESIDE PARK	AREA CHECKS	PATROL	
"	0645	WATERSIDE DRIVE	TRAFFIC ENFORCEMENT	NO VIOLATIONS	
"	0720	EAST LAWN/AQUILA LOOP AREAS	AREA CHECKS	PATROL	
"	0750	CELEBRATION PLACE	TRAFFIC ENFORCEMENT	3WW/SPEED	
"	0845	NORTH VILLAGE/ACADIAS AREAS	AREA CHECKS	PATROL	
"	0915	CELEBRATION BLVD	TRAFFIC ENFORCEMENT	1 WW/SPEED	
"					
"					
"					
"					
"					
03/07/2024 CELEBRATION POINTE	1000	OFF DUTY		**WW = WRITTEN WARNING	
				**VW = VERBAL WARNING	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor	0	Citations		Citations		Parks	2
Back-up	0	Felony	0	Written Warning		Written Warning	5	Schools/Library	2
Self Initiated	0	Traffic	0	Verbal Warning		Verbal Warning		Businesses	0
Reports	0	Ordinance	0					Construction	

Name: M. Serdio ID #: 2355 Date: 03/07/2024



**Osceola County  
Sheriff's Office**

**Detail Activity Sheet**

Job Site: CELEBRATION CCD DETAIL

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
03/07/2024	1656	CELEBRATION AVE/CELEBRATION PL	Traffic Stop- Stop Sign	
03/07/2024	1657	CELEBRATION AVE/CELEBRATION PL	Traffic Stop- Stop Sign	
03/07/2024	1718	CELEBRATION AVE/CELEBRATION PL	Traffic Stop- Stop Sign	
03/07/2024	1729	CELEBRATION AVE/CELEBRATION PL	Traffic Stop- Improper Right Turn	
03/07/2024	1730	CELEBRATION AVE/CELEBRATION PL	Traffic Stop- Following Too Close	
03/07/2024		CELEBRATION BLVD/TEAL AVE	Traffic Stop- No lights at night	
03/07/2024	1917	CELEBRATION BLVD/TEAL AVE	Traffic Stop- Loud Exhaust	

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

Name: T. BLACKMON ID #: \_3071 Date: 03/07/2024



## PATROL ACTIVITY SHEET

- 2000-2020: Patrolled Market Street to 631 Sycamore St
- 2020: Assisted resident with parking in front of Starbucks
- 2030: Instructed visitor on fishing regulation at 631 Sycamore St
- 2130: Pool area and ground check at 631 Sycamore St
- 2130-2200: Patrolled Market St
- 2200-2220: Patrolled Front St and Front St parking area
- 2220-2240: Patrolled Sycamore St and Celebration Ave
- 2300: Made contact with a female at Market St and Front St who advised she was feeling unwell. She refused medical attention and was driven home by her husband.
- 2328: Patrolled along side lake
- 2336: Patrolled Bloom St and Front St
- 2344-0000: Patrolled from Front St and Sycamore to Sycamore and Celebration Ave. Then completed activity check. No issues or incidents to report.



**Sheriff's Office**

**Detail Activity Sheet**

Job Site: 313 CAMPUS ST; CELEBRATION CDD

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
03/10/2024	0800-0900	FRONT STREET BUSINESS AREAS/ WATERSIDE DR	ROUTINE CHECKS	
03/10/2024	0900-0930	CELEBRATION SCHOOL K-8	ROUTINE CHECKS	
03/10/2024	0930 - 0940	CAMPUS ST / GREENBRIER AVE	TRAFFIC STOP	
03/10/2024	0940 - 1015	GREENBRIER AVE / LONGMEADOW ST	CITIZEN CONTACT/WALK-UP	24I026490
03/10/2024	1015 - 1100	WATERSIDE DR / CELEBRATION AVE	ROUTINE CHECKS	
03/10/2024	1100 -1120	CAMPUS ST / GREENBRIER AVE	TRAFFIC STOP	
03/10/2024	1120 - 1200	FRONT ST/ CAMPUS ST / FARMERS MARKET	ROUTINE CHECKS	

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

Name: D/S D. OTERO ID #: 2896 Date: 03/10/2024





**Osceola County  
Sheriff's Office**

**Detail Activity Sheet**

Job Site: CELEBRATION TRAFFIC

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
03/15/2024	0700-0725	BLVD / PONCE DR	SPEED ENFORCEMENT – STATIONARY RADAR NO VIOLATIONS	
	0730	AVE / EAST LAWN	SEAT BELT	WRITTEN WARNING
	0805	WATERSIDE /SPRING LOOP	SPEED 46/25	CITATION
	0820	WATERSIDE /SPRING LOOP	SPEED 36/25	WRITTEN WARNING
	0850	1170 BLVD	SPEED 54/40	WRITTEN WARNING
	1000	AVE /MULBERRY	FAILURE TO YIELD TO PED	WRITTEN WARNING

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

Name: DS HELLER ID #: 2948 Date: 03/15/2024



**Sheriff's Office**

**Detail Activity Sheet**

Job Site: CELEBRATION WALKING DETAIL

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
03/15/24	2000	MARKET ST, FRONT ST	BUSINESS CHECKS	
03/15/24	2020	CITIZEN CONTACT/ FRONT ST		
03/15/24	2030	SYCAMORE P-LOTS	SECURITY CHECKS	
03/15/24	2035	CITIZEN CONTACT/ SYCAMORE ST		
03/15/24	2045	PARK,POOL, TENNIS COURTS	SECURITY CHECKS	
03/15/24	2100	LAKE RIANHARD	SECURITY CHECK	
03/15/24	2115	BLOOM ST/CELEBRATION HOTEL	SECURITY CHECK	
03/15/24	2130	CELEBRATION AVE	BUSINESS CHECKS	
03/15/24	2140	MARKET ST	BUSINESS CHECKS	
03/15/24	2147	CITIZEN CONTACT/ MARKET ST		
03/15/24	2200	RECREATION AREA CLOSING	SECURITY CHECKS	
03/15/24	2230	LAKE RIANHARD	SECURITY CHECKS	
03/15/24	2305	FRONT ST	BUSINESS CHECKS	
03/15/24	2333	RECREATION AREA	SECURITY CHECKS	
03/15/24	2347	CELEBRATION HOTEL	BUSINESS CHECK	

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

Job Site: CELEBRATION

DATE	TIME	LOCATION		ACTIVITY	INCIDENT #
03/20/2024	0700	CAMPUS ST		ON DUTY/ROUTINE CHECKS	
"	0703	FRONT ST/ LAKESIDE PARK	AREA CHECKS	PATROL	
"	0725	EAST LAWN/AQUILA LOOP AREAS	AREA CHECKS	1 VW/STOP SIGN/PATROL	
"	0800	WATERSIDE DRIVE	TRAFFIC ENFORCEMENT	NO VIOLATIONS	
"	0830	CELEBRATION AREAS/SHOPS AT CELEBRATION PLACE	AREA CHECKS	PATROL/1 VW RIGHT OF WAY	
"	0920	CELEBRATION PLACE	TRAFFIC ENFORCEMENT	4 WW/SPEED	
"	1030	ISLAND VILLAGE/CELEBRATION POINTE	AREA CHECKS	PATROL	
"					
"					
"					
"					
"					
"					
03/20/2024	1100	OFF DUTY		**WW = WRITTEN WARNING	
CELEBRATION				**VW = VERBAL WARNING	
POINTE					

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor	0	Citations		Citations		Parks	2
Back-up	0	Felony	0	Written Warning		Written Warning	4	Schools/Library	2
Self Initiated	0	Traffic	0	Verbal Warning		Verbal Warning	2	Businesses	0
Reports	0	Ordinance	0					Construction	

Name: M. Serdio ID #: 2355 Date: 03/20/2024



**Sheriff's Office**

**Detail Activity Sheet**

Job Site: Celebration

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
3/21/2024	0658	Celebration	Begin detail	24C048773
3/21/2024	0736	Celebration Avenue / Golf Park Drive	Traffic stop / improper display of	A license plate. The license
	Back window,	Which was tinted. One citation and one written warning	Issued.	
3/21/2024	0810	Celebration Avenue / Lake Evalyn Drive	Traffic stop 33/15 school zone.	One citation and one
	Written Warning issued.			
3/21/2024				
3/21/2024	0823	Celebration Avenue / Lake Evalyn Drive	Traffic stop 31/15 school zone.	The driver did not have a
	Valid driver License. One	Criminal citation and one regular citation issued.		
3/21/2024	0845	Celebration Avenue / Lake Evalyn Drive	Traffic stop 26/15 school zone.	One citation and one
	Written Warning issued.			
3/21/2024	0905	Campus Street / Greenbriar	Traffic stop / expired license	Plate over six months.
	Citation issued.			
3/21/2024	0940	Library	Area checked. All appears to be	In order.
3/21/2024	1027	Town Hall	Area checked. All appears to be	In order.
3/21/2024	1050	671 Front Street	Parking violation / left wheels to	Curb. Citation issued.
3/21/2024	1101	Celebration	End detail	24C048773

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	6	Citations	1	Parks	
Back-up		Felony		Written Warning	3	Written Warning		Schools/Library	1
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	1
Reports		Ordinance						Construction	

Name: Brad Butler #1209 Date: 3/21/2024



**Sheriff's Office**

**Detail Activity Sheet**

*Job Site: Celebration Traffic Detail \_\_\_\_\_*

<i>DATE</i>	<i>TIME</i>	<i>LOCATION</i>	<i>ACTIVITY</i>	<i>INCIDENT #</i>
3/25/2024	0600	<i>Start of Shift)</i>		
		<i>Patrolled downtown Celebration area and Parks</i>	<i>No violation observed</i>	<i>None</i>
		<i>Patrolled North Village</i>	<i>No violation observed</i>	<i>None</i>
		<i>Patrolled school Celebration K-8 school zone</i>	<i>Two citations</i>	<i>None</i>
		<i>Radar enforcement Waterside Drive</i>	<i>No violation observed</i>	<i>None</i>
		<i>Radar enforcement Celebration Place/Hospital</i>	<i>Five citations</i>	<i>None</i>
		<i>Radar enforcement Celebration Ave/ GolfPark Drive</i>	<i>Three citations/1 warning</i>	<i>None</i>
		<i>Patrolled Artisan Village</i>	<i>No violation observed</i>	<i>None</i>
		<i>Monitored stop sign Celebration Ave/Eastlawn Drive</i>	<i>No violation observed</i>	<i>None</i>
3/25/2024	1000	<i>(End of Shift)</i>		

<i>Calls for Service</i>		<i>Arrests</i>		<i>Traffic Stops</i>		<i>Parking Violations</i>		<i>Routine Checks</i>	
<i>Calls Taken</i>		<i>Misdemeanor</i>		<i>Citations</i>	<i>10</i>	<i>Citations</i>		<i>Parks</i>	
<i>Back-up</i>		<i>Felony</i>		<i>Written Warning</i>	<i>1</i>	<i>Written Warning</i>		<i>Schools/Library</i>	
<i>Self Initiated</i>		<i>Traffic</i>		<i>Verbal Warning</i>		<i>Verbal Warning</i>		<i>Businesses</i>	
<i>Reports</i>		<i>Ordinance</i>						<i>Construction</i>	





**Detail Activity Sheet**

Job Site: Celebration

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
03-25-24	1600	CELEBRATION	ON DUTY	
	1610	CELEBRATION K-8	RADAR, CROSS WALKS	
	1700	CELEBRATION BLVD	RADAR	
	1720	851 CELEBRATION AVE	POSS DRUNK DRIVER	
	1730	DOWNTOWN	STOPS AND PARKING	
	1740	ROVING	PARKING, STOP SIGNS	
	1850	DOWNTOWN		
	2007	ROVING	RADAR, STOP SIGNS	
	2200	CELEBRATION	OFF DUTY	
	1600-1950	AGENCY SYSTEM DWN – DISPATCH HANDWRITING	MIN/EMERGENCY TRAFFIC	
	DURING SHIFT	POOLS, PARKS AND PARKING LOTS	ROUTINE CHECKS	
		MARKED UNIT & RADAR		

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken	1	Misdemeanor		Citations		Citations		Parks	through
Back-up		Felony		Written Warning		Written Warning		Schools/Library	out
Self Initiated		Traffic		Verbal Warning	6	Verbal Warning	4	Businesses	shift
Reports		Ordinance						Construction	ISLAND VIL

Name: E. Cabot

ID #: 369

Date: 03-25-24



**Sheriff's Office**

**Detail Activity Sheet**

Job Site: Celebration

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
03-26-24	1600	CELEBRATION	ON DUTY	
	1610	GOLFPARK & ARBOR CIR	RADAR	
	1710	WATERSIDE DR		
	1830	DOWNTOWN		
	1850	ROVING		
	1940	LAKESIDE PARK	CHECK	
	2005	NORTHVILLAGE PARK/POOL AREA	CHECK	
	2020	LONGMEADOW POOL/PARK AREA	CHECK	
	2105	ISLAND VILLAGE POOL AREA	CHECK	
	2200	CELEBRATION	OFF DUTY	
	1635-2110	SYSTEM FAILURE AGAIN DISPATCH HANDWRITTIN	EVERYTHING, MIM TRAFFIC	
	DURING SHIFT	POOLS, PARKS AND PARKING LOTS	ROUTINE CHECKS	
		MARKED UNIT & RADAR		

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

Name: E. Cabot

ID #: 369

Date: 03-26-24

Job Site: CELEBRATION

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
03/29/2024	0700	CAMPUS ST	ON DUTY/ROUTINE CHECKS	
"	0705	FRONT ST/ LAKESIDE PARK	AREA CHECKS	PATROL
"	0725	NORTH VILLAGE/ACADIA	AREA CHECKS	PATROL
"	0755	CELEBRATION PLACE	TRAFFIC ENFORCEMENT	6 WW/SPEED - 1WW/EXP TAG
"	0910	CELEBRATION AREAS/SHOPS AT CELEBRATION PLACE	AREA CHECKS	PATROL
"	0955	WATERSIDE DRIVE	TRAFFIC ENFORCEMENT	1 WW/SPEED
"	1025	ARTISAN PARK AREA	AREA CHECKS	PATROL
"	1045	CELEBRATION POINTE	AREA/BUSINESS CHECKS	PATROL
"				
"				
"				
"				
"				
03/29/2024	1100	OFF DUTY		**WW = WRITTEN WARNING
CELEBRATION POINTE				**VW = VERBAL WARNING

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor	0	Citations		Citations		Parks	2
Back-up	0	Felony	0	Written Warning		Written Warning	8	Schools/Library	2
Self Initiated	0	Traffic	0	Verbal Warning		Verbal Warning		Businesses	0
Reports	0	Ordinance	0					Construction	

Name: M. Serdio ID #: 2355 Date: 03/29/2024





**Sheriff's Office**

**Detail Activity Sheet**

Job Site: Celebration

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
04-03-2024	0700	CELEBRATION	ON DUTY	
	0715	CELEBRATION AVE – STARLING DR.	RADAR STOP SIGNS	
	0730	CAMPUS ST – CELEBRATION K-8	RADAR/LASER	
	0745	CELEBRATION AVE – CAMPUS ST.	RADAR/LASER	
	0800	CAMPUS ST – CELEBRATION K-8	RADAR/LASER	
	0830	CELEBRATION AVE – CELEBRATION K-8	RADAR/LASER	
	0900	WATERSIDE	RADAR STOP SIGNS	
	0915	CAMPUS ST/CELEBRATION BLVD	RADAR STOP SIGNS	
	0930	CELEBRATION PLACE	RADAR	
	1000	CELEBRATION PLACE	RADAR	
	1030	DOWNTOWN – ROVING	PARKING/STOP SIGNS	
	1100	CELEBRATION	OFF DUTY	
		MARKED UNIT & RADAR/LASER		

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



**Sheriff's Office**

**Detail Activity Sheet**

Job Site: CELEBRATION DOWNTOWN

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
4/5/24	2000	PARKED BY POST OFFICE	MARKET/CAR SHOW	
4/5/24	2015	MOVIE THEATRE	CHECKED BUILDING	
4/5/24	2040	LAKESIDE PK	CHECKED TENNIS/POOL/BBALL	
4/5/24	2100	CAMPUS ST	STORE FRONT/CAR SHOW	
4/5/24	2130	BLOOM ST	HOTEL CHECK	
4/5/24	2200	SYCAMORE ST	CHECK	
4/5/24	2215	CELEBRATION AVE	CHECK	
4/5/24	2245	LAKSIDE PARK/MOVIE THEATRE	CHECK	
4/5/24	2315	FRONT ST	TOWN TAVERN	
4/5/24	2345	ENTIRE AREA	DRIVE BY	
4/5/24	2359	END OF DETAIL		
		*****NIGHT OF THE CAR SHOW*****		

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

Name: DS CHRIS BURNS ID #: 2914 Date: 4/5/24









**Celebration CDD  
313 Campus Street  
Kissimmee, FL 34744**

April 14, 2024

- 0807/0839 – Patrolled the neighborhoods to show law enforcement presence and to detour any criminal activity.
- 0849/Traffic Stop – Verbal Warning Black Dodge Challenger for tinted windshield (Celebration Ave)
- 0855/0920– Patrolled the neighborhoods to show law enforcement presence and to detour any criminal activity.
- 0931/Traffic Stop – Black Lexus E350 – Verbal warning for following too close (Celebration Blvd)
- 0939/Suspicious Vehicle – Green Prius (Campus Street)
- 0947/Traffic Stop – Silver Mini cooper – Citation for driving with tinted windshield (Celebration Blvd)
- 0959/Traffic Stop – Blue Honda Accord – Verbal Warning for speeding (Celebration Blvd)
- 1007/1025 – Patrolled the neighborhoods to show law enforcement presence and to detour any criminal activity.
- 1035 – Stopped at Celebration Ave to check on vendors
- 1100/Traffic Stop – Grey Toyota 4Runner – Verbal Warning for tinted windshield (Celebration Blvd)
- 1110/Traffic Stop – Brown Chrysler Minivan – Written Warning for following expired registration (Celebration Blvd)
- 1118/1139 – Patrolled the neighborhoods to show law enforcement presence and to detour any criminal activity.
- 1145/Traffic Stop – Black Honda Civic – Written Warning for speeding (Celebration Blvd)
- 1148 – Spoke with a resident who advised that multiple vehicles is running the stop sign on Celebration Avenue and
- 1150/1200 – Patrolled the neighborhoods to show law enforcement presence and to detour any criminal activity.

# **Subsection 9D**

## **Engineer: Monthly Report**



# HANSON, WALTER & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

April 15, 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. Island Village Ph 1A & 1B turnover application tract review, site inspections and punchlist generation.
2. FDOT eminent domain parcels research for permits and drainage plans.
3. K5 baseball site planning corresp. with Planner and County regarding PD and Comp Plan.
4. Review Corresp. on Campus Street odor and storm pipe repairs.
5. Review Corresp. on stormwater pond RFP.
6. Review and corresp. with Toho Water Authority and CDD regarding island village ice cream shop and requirement for grease trap.

Sincerely,

*Mark Vincutonis*

Mark Vincutonis, P.E.

# **Section 10**

## **Discussion Items**

# **Subsection 10B**

## **Audit Committee Charter**

# CELEBRATION CDD

## AUDIT COMMITTEE CHARTER

Purpose
---------

The Audit Committee is appointed by the Board of Supervisors (“Board”) for the Celebration Community Development District (“CDD” or “District”) to assist the Board in monitoring (1) the integrity of the financial statements of the Celebration CDD, (2) the independent auditor’s qualifications and independence, (3) the performance of the Celebration CDD’s independent auditors, and (4) the compliance by the Celebration CDD with legal and regulatory requirements.

The function of the committee is oversight of the audit process and to act as an advisor to the Board of Supervisors. The management company for the Celebration CDD is responsible for the preparation, presentation, and integrity of the financial statements and for the effectiveness of internal control over financial reporting.

The Audit Committee is also charged with the responsibility for satisfying itself that (1) Celebration CDD’s systems, procedures and policies provide reasonable assurance that financial information is fairly presented; and (2) the overall annual audit coverage of the Celebration CDD is sufficient to provide reasonable assurance that its financial statements fairly reflect its financial condition and the results of its operations.

Committee Membership
----------------------

The Audit Committee shall consist of no fewer than five members, one of which shall be a member of the Board who will serve as the committee chairman. At least one member of the Audit Committee shall be knowledgeable in financial matters. The members of the Audit Committee shall meet the generally accepted standards for independence, shall be appointed by the Board, and shall be subject to all applicable Sunshine Laws and code of ethics for public officials.

Meetings
----------

The Audit Committee shall meet as often as it determines, but not less frequently than twice per year. The Audit Committee shall meet periodically with management and with the independent auditor and any other members of staff as appropriate. The Audit Committee may request any officer or employee of the Celebration CDD or the independent auditor to attend a meeting of the committee or to meet with members of, or consultants to, the Committee.

Committee members understand that they are an official committee of the Board for the Celebration CDD and as such, they are subject to the Sunshine Law. This means that all meetings of the committee must be advertised in a newspaper of general circulation within Osceola County, and no two members of the committee may meet outside of a publicly noticed meeting to discuss any matters relating to any items that may be presented to the committee on a future agenda.

Committee Authority and Responsibilities
--

The Audit Committee shall have the sole authority to request the Board of Supervisors to entertain proposals to consider engaging a new auditor or to consider replacing the current auditor and shall reach a consensus as to its recommendation to the Board. The Audit Committee shall be directly responsible for the oversight of the work of the independent auditor. The independent auditor shall report directly to the Audit Committee through the District Manager.

The Celebration CDD shall provide for appropriate funding for payment of compensation to the independent auditor for the purpose of rendering or issuing an audit report.

The Audit Committee shall make regular reports to the Board. The Audit Committee shall review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval. The Audit Committee shall also annually review its own performance as a committee.

The Audit Committee shall exercise the following duties and responsibilities:

Financial Statement and Disclosure Matters

1. Review and discuss with management and the independent auditor the annual audited financial statements.
2. Discuss with management and the independent auditor significant financial reporting issues and judgments made in connection with the preparation of the Celebration CDD's financial statements, including any significant changes in the selection or application of accounting principles, any major issues as to the adequacy of the Celebration CDD's internal controls and any special steps adopted in light of material control deficiencies.
3. Discuss with management and the independent auditor the effect of regulatory and accounting initiatives, including changes in accounting requirements.
4. Findings of regulatory and compliance reviews of the Celebration CDD conducted by any governmental, regulatory, or trade organization shall be reported to the Audit Committee by the Celebration CDD's management at its next regular meeting.

Oversight of Celebration CDD's Relationship with the Independent Auditor

1. Review and evaluate the lead partner of the independent auditor team.
2. Receive periodic reports from the independent auditor regarding the auditor's independence. Evaluate the qualifications and performance of the independent auditor. The Audit Committee shall present its conclusions to the Board and, if so determined by the Audit Committee, recommend that the Board take additional action to satisfy itself of the qualifications, performance and independence of the auditor.



3. Meet with the independent auditor prior to the audit to discuss the planning and staffing of the audit, the approach to the audit, and to clarify certain things to test and examine.

### **Limitation of Audit Committee's Role**

While the Audit Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Audit Committee to plan or conduct audits or to determine that the Celebration CDD's financial statements and disclosures are complete and accurate and are in accordance with generally accepted accounting principles and applicable rules and regulations. These are the responsibilities of management and the independent auditor.

The Audit Committee cannot take any action or make decisions in its meetings other than to make a recommendation to the Board of Supervisors. Only the Board may make decisions related to engaging an auditor, approving fee increases, accepting the audited financial statements, and any other matter pertaining to the audit process.

The Board of Supervisors, in its sole authority, may replace Committee members or add new members as it deems appropriate and necessary. The Board may also dissolve the Audit Committee upon majority approval at a regularly scheduled Board meeting.