

Celebration Pointe Community Development District No. 1

12051 Corporate Blvd., Orlando, FL 32817 Phone 407-382-3256; Fax 407-382-3254

<http://celebrationpointecdd1.com>

The proposed agenda for the Board of Supervisors' Meeting for the Celebration Pointe Community Development District No. 1, scheduled to be held **Thursday, February 28, 2019, at 11:00 am at 2579 SW 87th Drive, Gainesville, FL 32608**, is found below. Please note that the personal attendance of at least three Board Members will be required to call the meeting to order.

For those unable to attend in person, you may participate by telephone:

Dial-In: 1-866-398-2885 Code: 275521

BOARD OF SUPERVISOR'S MEETING AGENDA

A. Organizational Matters

- Roll Call to Confirm Quorum
 - Public Comment Period (*Note: during this time any member of the public may comment on any specific agenda item; general public comments will also be taken at the conclusion of the agenda*)
1. **Consideration of the Minutes of the January 22, 2019 Board of Supervisors' Meeting**

B. Business Matters

2. **Consideration of Resolution 2019-02, Authorizing the Chairman and District Staff to Execute an Agreement with Celebration Pointe Holdings, LLC Regarding the Management and Maintenance of Certain District Property**
3. **Consideration of Funding Request Nos. 58 - 61**
4. **Review of Statements of the District's Financial Position**

C. Other Business

- A. Staff Reports
- B. Supervisors Requests
- C. Audience Comments
- D. Board Member General Comments/Discussions

D. Adjournment

**CELEBRATION POINTE
COMMUNITY DEVELOPMENT
DISTRICT NO. 1**

**Minutes of the January 22, 2019
Board of Supervisors' Meeting**

MINUTES OF MEETING

CELEBRATION POINTE

COMMUNITY DEVELOPMENT DISTRICT NO. 1

Board of Supervisors Meeting

Tuesday, January 22, 2019

2579 SW 87th Drive, Gainesville, FL 32608

Called to order at approximately 11:00 a.m.

Present and constituting a quorum:

Madeline Da Silva	Vice-Chair	
Heather Dyrkolbotn	Assistant Secretary	
Troy Ely	Assistant Secretary	
Jonathan Paul	Assistant Secretary	(via phone)

Also present were:

Lynne Mullins	Fishkind & Associates, Inc.	
Denise Hutson	Salter Feiber	
Amber McClave	Info Tech	
Andrew Uelsmann	Info Tech	
Lynne Figenschner	Cobb Cole	(via phone)

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The Board of Supervisors' Meeting for the Celebration Pointe Community Development District No. 1 was called to order at approximately 11:06 a.m. and the names of those in attendance were announced. Board Members Madeline Da Silva, Troy Ely, and Heather Dyrkolbotn constituted a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Mullins called for any public comments on any agenda items.

Ms. Hutson, was speaking on behalf of McRock, noted that they are present. She spoke with Svein Dyrkolbotn yesterday to get an accounting of the CDD funds that have been expended. She heard that there is supposed to be a like/kind exchange with the parking garage and wanted to find out where CPH is in relation to transferring the parking garage amounts from the CDD to CPH. She heard that it is in process.

Ms. Mullins stated that she will follow up with the accountant and provided Ms. Hutson with her email address.

Johnathan Paul stated that he is working with Celebration Pointe and the CDD Counsel on the exchange but he was not sure if they if they have all the numbers finalized yet.

THIRD ORDER OF BUSINESS

**Consideration of the
Minutes of the October 23,
2018 Board of Supervisors'
Meeting**

The Board reviewed the minutes outlined in the agenda.

On motion by Ms. Dyrkolbotn, seconded by Ms. Da Silva, with all in favor, the Board approved the minutes of the October 23, 2018 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of District
Management and
Assessment Consultant
Agreement**

Ms. Mullins explained to the Board that Fishkind & Associates has been purchased by PFM. It is the largest financial advisory company in the United States. She noted that there will be no change to staffing, scope of work, or costs. This form of contract includes PFM's comments that they would like to see incorporated to the already existing contract along with Fishkind & Associates. Mr. Watts has reviewed and provided comments.

On motion by Ms. Da Silva, seconded by Ms. Dyrkolbotn, with all in favor, the Board Approved the District Management and Assessment Consultant Agreement.

FIFTH ORDER OF BUSINESS

**Consideration of Financial
Advisory Agreement**

Ms. Mullins explained that in order for the District Management company to provide any advice on assessments, liens, etc. it is considered to the Municipal Advice by the MSRB and the SEC and only the governments legal advisors can render these services. This is an agreement that District has already signed but it is being incorporated with PFM. Mr. Watts has also reviewed it and added changes.

On motion by Mr. Ely seconded by Ms. Da Silva, with all in favor, the Board approved the Tax Collector Agreement.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution
2019-01, Designating
District Manager,
Assessment Consultant and
Financial Advisor**

Ms. Mullins explained that at such time as PFM acquires Fishkind & Associates, the contracts will be assigned to PFM. The acquisition should close at the end of February.

On motion by Ms. Dyrkolbotn, seconded by Ms. Da Silva, with all in favor, the Board approved Resolution 2019-01, Designating District Manager, Assessment Consultant and Financial Advisor.

SEVENTH ORDER OF BUSINESS

**Consideration of Funding
Request Nos. 53 - 57**

The Board reviewed Funding Request Nos. 53 – 57.

On motion by Ms. Dyrkolbotn, seconded by Ms. Da Silva, with all in favor, the Board approved Funding Request Nos. 53 – 57.

EIGHTH ORDER OF BUSINESS

**Review of the District's
Financial Position**

Ms. Mullins presented the updated financials to the Board. There is no action required by the Board.

NINTH ORDER OF BUSINESS

Staff Reports

Attorney – Mr. Figenscher told the Board that Mr. Watts read through the documents and recommends the execution of the District Management and Assessment Consultant Agreement.

Engineer – Not present

Manager – Ms. Mullins noted that the next meeting is scheduled for Tuesday, April 23, 2019 at 11:00 a.m. at 2579 SW 87th Drive, Gainesville, FL 32608.

TENTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

There were no Supervisor requests or audience comments. There was no further business to discuss. Ms. Mullins requested a motion to adjourn.

On motion by Ms. Dyrkolbotn, seconded by Ms. Da Silva, with all in favor, the Board adjourned its January 22, 2019 Board of Supervisors' Meeting.

Secretary/Assistant Secretary

Chairman/Vice-Chairman

**CELEBRATION POINTE
COMMUNITY DEVELOPMENT
DISTRICT NO. 1**

**Resolution 2019-02,
Authorizing the Chairman and District Staff
to Execute an Agreement with Celebration
Pointe Holdings, LLC Regarding the
Management and Maintenance of Certain
District Property**

RESOLUTION NO. 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT NO. 1 AUTHORIZING THE CHAIRMAN AND DISTRICT STAFF TO EXECUTE AN AGREEMENT WITH CELEBRATION POINTE HOLDINGS, LLC REGARDING THE MANAGEMENT AND MAINTENANCE OF CERTAIN DISTRICT PROPERTY AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE COMPLETION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Celebration Pointe Community Development District No. 1 (“District”) is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), and County of Alachua, Alachua County Ordinance Number 2012-17 (“Ordinance”); and

WHEREAS, the District has constructed and/or acquired various lands, systems, facilities and infrastructure and other facilities requiring inspection, operation and maintenance services; and

WHEREAS, the District desires to provide efficient inspection, operation and maintenance and management services for certain improvements and areas owned by the District and located within the Gainesville community ("District Property"), as more specifically identified in the attached agreement; and

WHEREAS, the Celebration Pointe Holdings, LLC is a Florida limited liability company (“CPH”), is the primary developer within the District and owns, operates and maintains various improvements and facilities within the District and in close proximity to District Property; and

WHEREAS, the CPH currently engages maintenance and management contractors and other contractors who serve in close proximity to District Property; and

WHEREAS, for ease of administration, cost savings, and to obtain the benefits of full-time on-site inspection, operation, management and maintenance personnel, the District desires to contract with the CPH to manage and maintain the District Property identified in the attached agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT NO. 1:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby authorizes the Chairman, District Manager and District staff to execute the **AGREEMENT BETWEEN THE CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT NO. 1 AND THE CELEBRATION POINTE HOLDINGS, LLC FOR INFRASTRUCTURE MANAGEMENT AND MAINTENANCE SERVICES** (the "Agreement") attached hereto in substantial form as **Exhibit "A"** in furtherance of the District Public Improvement Plan outlined therein and directs the District Manager and District staff to carry out the terms and obligations provided therein. The District further authorizes the Chairman to execute such additional documents as necessary to effect the efficient and effective management and maintenance of District Property by CPH as reasonably necessary to effect the purpose and intent of the Agreement.

SECTION 3. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 28th day of February, 2019.

ATTEST:

**CELEBRATION POINTE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

Assistant Secretary
Printed Name: Lynne Mullins

Chairman
Printed Name: Jonathan Paul

EXHIBIT A

**AGREEMENT BETWEEN THE CELEBRATION POINTE COMMUNITY
DEVELOPMENT DISTRICT NO. 1 AND THE CELEBRATION POINTE HOLDINGS,
LLC FOR INFRASTRUCTURE MANAGEMENT AND MAINTENANCE SERVICES**

AGREEMENT BETWEEN THE CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT NO. 1 AND THE CELEBRATION POINTE HOLDINGS, LLC FOR INFRASTRUCTURE MANAGEMENT AND MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this **28th** day of **February, 2019**, by and between:

Celebration Pointe Community Development District No. 1, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Alachua County, Florida (the "District")

and

Celebration Pointe Holdings, LLC, a Florida limited liability (the "CPH").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District has constructed and/or acquired various lands, systems, facilities and infrastructure and other facilities requiring inspection, operation and maintenance services; and

WHEREAS, the District desires to provide efficient inspection, operation and maintenance and management services for certain improvements and areas owned by the District and located within the Gainesville community ("District Property"), as more specifically identified in the attached Exhibit "A"; and

WHEREAS, the CPH is a Florida corporation, owning, operating and maintaining various improvements and facilities in close proximity to District Property; and

WHEREAS, the CPH currently engages maintenance and management contractors and other contractors who serve in close proximity to District Property; and

WHEREAS, for ease of administration, cost savings, and to obtain the benefits of full-time on-site inspection, operation, management and maintenance personnel, the District desires to contract with the CPH to manage and maintain the District Property identified in Exhibit "A"; and

WHEREAS, the CPH represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain the District Property and desires to contract with the District to do so in accordance with the terms of this Agreement between the District and the CPH for Infrastructure Management and Maintenance Services (the "Agreement").

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and CPH (collectively, the "Parties"), the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. CPH'S OBLIGATION.

- A. *General duties.* CPH shall be responsible for the management and maintenance of District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance. CPH will act in a fiduciary capacity with respect to the protection and accounting of the District's assets. CPH's management shall include primary management responsibility for all structured parking garages owned or jointly owned by the District.
- B. *Inspection.* CPH shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. *Repair and Maintenance.* CPH shall make, or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. CPH shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. CPH shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. *Investigation and Report of Accidents/Claims.* CPH shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. CPH shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. CPH shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.
- E. *Compliance with Government Rules, Regulations, Requirements and Orders.* CPH shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property placed thereon by any governmental authority having jurisdiction over any District Property. CPH shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, CPH shall prepare for execution and

filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.

- F. *Adherence to District Rules, Regulations and Policies.* The District shall provide, at the time of the execution of this Agreement, a list of District rules, regulations, and policies, if any, related to the District Property. CPH's contractors shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. CPH may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. CPH assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- G. *Care of Property.* CPH shall use all due care to protect the District Property and its landowners from damage by CPH, or its contractors. CPH agrees to repair any damage resulting from CPH's activities and work.
- H. *Standard of Care.* CPH shall be solely responsible for establishing maintenance specifications for the District Property, so long as such standards comply with orders or requirements placed thereon by any governmental authority having jurisdiction over the District Property.
- I. *Staffing.* CPH shall be solely responsible for contractor engagement, retention, and vendor selection processes necessary to perform the management and maintenance responsibilities set forth in this Agreement. CPH shall also be solely responsible for the supervision of such vendors and contractors retained to perform these responsibilities.

SECTION 3. NO COMPENSATION DUE. The District shall pay not be required to pay the CPH for the provision of management and maintenance services provided pursuant to the terms of this Agreement. The CPH shall privately assess properties within the District for the cost of the management and maintenance services provided and the private assessments shall take the place of public maintenance assessments that could otherwise be levied by the District.

SECTION 4. TERM. The term of this Agreement is for a period of ten (10) years commencing on March 1, 2019. Both the District and the CPH shall have the right to terminate this Agreement effective immediately at any time due to CPH's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause.

SECTION 5. INSURANCE. The CPH shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as an additional insured:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the CPH's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the CPH of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. INDEMNIFICATION. CPH agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by CPH, including litigation or any appellate proceedings with respect thereto.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature 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.

SECTION 8. ASSIGNMENT. Neither the District nor the CPH may assign this Agreement without the prior written approval of the other.

SECTION 9. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the CPH shall be acting as an independent contractor. Neither the CPH nor contractors or vendors of the CPH, if there are any, are contractors or vendors of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The CPH shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the CPH shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement. Nothing herein shall preclude the CPH and the District from entering into separate agreements for the leasing of personnel or sharing of other resources.

SECTION 10. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 11. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and CPH relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the CPH.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the CPH, both the District and the CPH have complied with all the requirements of law, and both the District and the CPH have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District:

Fishkind & Associates
District Manager
12051 Corporate Boulevard
Orlando, Florida 32817

With a copy to:

Cobb Cole
231 North Woodland Boulevard
DeLand, Florida 32720
Attn: Mark A. Watts, Esq.

B. If to the CPH:

Svein H. Dyrkolbotn
SHD Development, LLC
2579 S.W. 87th Drive
Gainesville, Florida 32608

With a copy to:

James J. Stockman, Esq.
2579 SW 87th Drive
Gainesville, Florida 32608

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days.

Counsel for the District and counsel for the CPH may deliver Notices on behalf of the District and the CPH. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the CPH and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the CPH any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the CPH and their respective representatives, successors, and assigns.

SECTION 16. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 17. PUBLIC RECORDS. The CPH understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of anyone or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 19. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the CPH as an arm's length transaction. The District and the CPH participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**CELEBRATION POINTE
COMMUNITY DEVELOPMENT
DISTRICT NO. 1**

Print Name

By: _____

Print Name: _____

Title: _____

_____ day of _____, 2019

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Chair/Vice-Chair of the Board of Supervisors for **CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT NO. 1**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

Attest:

**CELEBRATION POINTE HOLDINGS,
LLC, a Florida liability company**

By: _____

Print Name: _____

Print Name

Title: _____

_____ day of _____, 2019

Print Name

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ of **CELEBRATION POINTE HOLDINGS, LLC**. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[SEAL]

Notary Public
Commission:

**CELEBRATION POINTE
COMMUNITY DEVELOPMENT
DISTRICT NO. 1**

Funding Request Nos. 58 – 61

**CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1**

Funding Request No. 58
1/9/2019

Item No.	Payee	General Fund FY18	General Fund FY19	Capital Projects
1	DAC Dissemination & Storage Fees	40943	\$3,000.00	
2	Gainesville Sun Finance Charge	31384765	\$1.63	
		\$0.00	\$3,001.63	\$0.00
		TOTAL:	\$3,001.63	

Assistant Secretary/Secretary

Chairman/Vice Chairman

Please remit funding to:
Celebration Pointe CDD #1
Attention: Monica Sutera
12051 Corporate Blvd.
Orlando, FL 32817

**CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1**

Funding Request No. 59

1/31/2019

Item No.	Payee	Invoice	General Fund FY19
1	Gainesville Sun Legal Advertising 1.15.2019	A000945823	\$115.74
2	GRU Account 200056135180 for 12.21.2018-1.22.2019	20190122	\$230.93
3	Fishkind & Associates District Management January 2019	24005	\$2,575.00
			\$2,921.67
TOTAL:			\$2,921.67

Assistant Secretary/Secretary

Chairman/Vice Chair

Please remit funding to:
Celebration Pointe CDD #1
Attention: Monica Sutera
12051 Corporate Blvd.
Orlando, FL 32817

**CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1**

Funding Request No. 60
2/5/2019

Item No.	Payee	Invoice	General Fund FY19	General Fund FY20
1	CRI Auditing Services through 1.30.2019	16599885	\$4,250.00	
2	US Bank Trustee Services 1-1-2019 to 12-31-2019	5252438	\$9,333.90	\$3,111.30
			\$13,583.90	\$3,111.30
TOTAL:			\$16,695.20	

Assistant Secretary/Secretary

Chairman/Vice Chairman

Please remit funding to:
Celebration Pointe CDD #1
Attention: Monica Sutera
12051 Corporate Blvd.
Orlando, FL 32817

**CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1**

Funding Request No. 61
2/21/2019

Item No.	Payee	Invoice	General Fund FY19	General Fund FY20
1	Cobb Cole			
	General Work in Progress thru 1.2019	152334	\$550.00	
	District Counsel (Bonds) thru 1.2019	152335	\$335.00	
2	Fishkind & Associates			
	District Management February 2019	24190	\$2,672.38	
3	Gainesville Sun			
	Finance Charge	31385379	\$1.63	
			\$3,559.01	\$0.00
TOTAL:			\$3,559.01	

Assistant Secretary/Secretary

Chairman/Vice Chairman

Please remit funding to:
Celebration Pointe CDD #1
Attention: Monica Sutera
12051 Corporate Blvd.
Orlando, FL 32817

**CELEBRATION POINTE
COMMUNITY DEVELOPMENT
DISTRICT NO. 1**

Statements of the District's Financial Position

Celebration Pointe CDD No. 1
Statement of Activities (YTD) (Columnar, By SubType Landscape)
As of 1/31/2019

	General Fund	Series 2014 Debt Service Fund	Series 2017 Debt Service Fund	Series 2014 Construction Fund	Series 2017 Construction Fund	Long Term Debt Group	Total
Revenues							
Developer Contributions	\$15,529.07						\$15,529.07
Other Income & Other Financing Sources		\$821,531.99	\$0.00	\$0.00	\$0.00		821,531.99
Total Revenues	\$15,529.07	\$821,531.99	\$0.00	\$0.00	\$0.00	\$0.00	\$837,061.06
Expenses							
Insurance	\$2,535.00						\$2,535.00
Trustee Services	12,445.13						12,445.13
Management	10,000.00						10,000.00
Dissemination Agent	3,000.00						3,000.00
District Counsel	2,396.50						2,396.50
Audit	4,250.00						4,250.00
Telephone	38.17						38.17
Postage & Shipping	8.90						8.90
Copies	35.10						35.10
Legal Advertising	227.96						227.96
Miscellaneous	1,229.33						1,229.33
Web Site Maintenance	300.00						300.00
Dues, Licenses, and Fees	175.00						175.00
Water Utility Services	230.93						230.93
Water	723.24						723.24
General Insurance	4,609.00						4,609.00
Interest Payments - Series 2014		\$821,609.38					821,609.38
Inter-Fund Transfers		46,880.58					46,880.58
Interest Payments - Series 2017			\$746,325.00				746,325.00
Inter-Fund Transfers			1,471.92				1,471.92
Inter-Fund Transfers				(\$46,880.58)			(46,880.58)
Inter-Fund Transfers					(\$1,471.92)		(1,471.92)
Total Expenses	\$42,204.26	\$868,489.96	\$747,796.92	(\$46,880.58)	(\$1,471.92)	\$0.00	\$1,610,136.64
Other Revenues (Expenses) & Gains (Losses)							
Rental Income	\$4,662.24						\$4,662.24
Interest Income		\$6,554.97					6,554.97

Celebration Pointe CDD No. 1
Statement of Activities (YTD) (Columnar, By SubType Landscape)
As of 1/31/2019

	General Fund	Series 2014 Debt Service Fund	Series 2017 Debt Service Fund	Series 2014 Construction Fund	Series 2017 Construction Fund	Long Term Debt Group	Total
Interest Income			\$2,336.36				2,336.36
Interest Income				\$223.08			223.08
Interest Income					\$51.42		51.42
Total Other Revenues (Expenses) & Gains (Losses)	\$4,662.24	\$6,554.97	\$2,336.36	\$223.08	\$51.42	\$0.00	\$13,828.07
Change In Net Assets	(\$22,012.95)	(\$40,403.00)	(\$745,460.56)	\$47,103.66	\$1,523.34	\$0.00	(\$759,249.51)
Net Assets At Beginning Of Year	\$74,546.37	\$2,220,081.22	\$2,889,523.95	\$50,570.51	(\$1,429,628.89)	\$0.00	\$3,805,093.16
Net Assets At End Of Year	\$52,533.42	\$2,179,678.22	\$2,144,063.39	\$97,674.17	(\$1,428,105.55)	\$0.00	\$3,045,843.65

Celebration Pointe CDD No. 1
Statement of Financial Position
(Columnar Landscape)
As of 1/31/2019

	General Fund	Series 2014 Debt Service Fund	Series 2017 Debt Service Fund	Series 2014 Construction Fund	Series 2017 Construction Fund	Long Term Debt Group	Total
<u>Assets</u>							
<u>Current Assets</u>							
General Checking Account	\$69,277.03						\$69,277.03
Accounts Receivable - Due from Developer	15,169.31						15,169.31
Prepaid Expenses	2,828.43						2,828.43
Debt Service Reserve Series 2014		\$2,179,644.40					2,179,644.40
Revenue Series 2014	33.82						33.82
Debt Service Reserve Series 2017			\$1,946,568.20				1,946,568.20
Revenue Series 2017			4,535.79				4,535.79
Interest Series 2017			6,018.40				6,018.40
Acquisition/Construction Series 2014				\$37.10			37.10
Deferred Cost Series 2014				97,637.07			97,637.07
Acquisition/Construction Series 2017					\$50,906.23		50,906.23
Deferred Cost Series 2017					1,529.22		1,529.22
Total Current Assets	<u>\$87,274.77</u>	<u>\$2,179,678.22</u>	<u>\$1,957,122.39</u>	<u>\$97,674.17</u>	<u>\$52,435.45</u>	<u>\$0.00</u>	<u>\$4,374,185.00</u>
<u>Investments</u>							
Amount Available in Debt Service Funds						\$4,136,809.61	\$4,136,809.61
Amount To Be Provided						58,492,336.09	58,492,336.09
Total Investments		\$0.00	\$0.00	\$0.00	\$0.00	\$62,629,145.70	\$62,629,145.70
<u>Other Assets</u>							
Original Issue Discount			\$186,941.00				\$186,941.00
Issue Discount						\$795,854.30	795,854.30
Total Other Assets			\$186,941.00	\$0.00	\$0.00	\$795,854.30	\$982,795.30
Total Assets	<u>\$87,274.77</u>	<u>\$2,179,678.22</u>	<u>\$2,144,063.39</u>	<u>\$97,674.17</u>	<u>\$52,435.45</u>	<u>\$63,425,000.00</u>	<u>\$67,986,126.00</u>
<u>Liabilities and Net Assets</u>							
<u>Current Liabilities</u>							
Accounts Payable	\$19,587.41						\$19,587.41
Deferred Revenue	15,169.31						15,169.31
Sales Tax Payable	(15.37)						(15.37)
Retainage Payable					\$1,480,541.00		1,480,541.00
Total Current Liabilities	<u>\$34,741.35</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,480,541.00</u>	<u>\$0.00</u>	<u>\$1,515,282.35</u>
<u>Long Term Liabilities</u>							
Revenue Bonds Payable - Long-Term						\$63,425,000.00	\$63,425,000.00

Celebration Pointe CDD No. 1
Statement of Financial Position
(Columnar Landscape)
As of 1/31/2019

	General Fund	Series 2014 Debt Service Fund	Series 2017 Debt Service Fund	Series 2014 Construction Fund	Series 2017 Construction Fund	Long Term Debt Group	Total
Total Long Term Liabilities		\$0.00	\$0.00	\$0.00	\$0.00	\$63,425,000.00	\$63,425,000.00
Total Liabilities	\$34,741.35	\$0.00	\$0.00	\$0.00	\$1,480,541.00	\$63,425,000.00	\$64,940,282.35
Net Assets							
Fund Balance - Unreserved	\$79,736.58						\$79,736.58
Current Year Fund Balance - Unreserved	4,662.24						4,662.24
Net Assets, Unrestricted	(4,253.26)						(4,253.26)
Current Year Net Assets, Unrestricted	(230.93)						(230.93)
Net Assets - General Government	(936.95)						(936.95)
Current Year Net Assets - General Government	(26,444.26)						(26,444.26)
Net Assets, Unrestricted	\$2,220,077.27						2,220,077.27
Current Year Net Assets, Unrestricted	(40,403.00)						(40,403.00)
Net Assets - General Government	3.95						3.95
Net Assets, Unrestricted			\$2,889,523.95				2,889,523.95
Current Year Net Assets, Unrestricted			(745,460.56)				(745,460.56)
Net Assets, Unrestricted				\$75,570.51			75,570.51
Current Year Net Assets, Unrestricted				47,103.66			47,103.66
Net Assets - General Government				(25,000.00)			(25,000.00)
Net Assets, Unrestricted					(\$1,403,427.86)		(1,403,427.86)
Current Year Net Assets, Unrestricted					1,471.92		1,471.92
Net Assets - General Government					(26,201.03)		(26,201.03)
Current Year Net Assets - General Government					51.42		51.42
Total Net Assets	\$52,533.42	\$2,179,678.22	\$2,144,063.39	\$97,674.17	(\$1,428,105.55)	\$0.00	\$3,045,843.65
Total Liabilities and Net Assets	\$87,274.77	\$2,179,678.22	\$2,144,063.39	\$97,674.17	\$52,435.45	\$63,425,000.00	\$87,986,126.00

Celebration Pointe CDD No. 1

Budget to Actual

For the period ending 1/31/2019

	Actual	Year To Date Budget	Variance	Adopted Budget FY2019
<u>Revenues</u>				
Developer Contributions	\$ 15,529.07	\$ 30,125.00	\$ (14,595.93)	\$ 120,500.00
Rental Income	4,815.94	\$ -	4,815.94	-
Net Revenues	\$ 20,345.01	\$ 30,125.00	\$ (9,779.99)	\$ 120,500.00
<u>General & Administrative Expenses</u>				
Engineering Fees	\$ -	\$ 500.00	\$ (500.00)	\$ 2,000.00
Trustee Fees	12,445.13	3,000.00	9,445.13	12,000.00
District Management Fees	10,000.00	7,500.00	2,500.00	30,000.00
District Counsel Fees	2,396.50	6,250.00	(3,853.50)	25,000.00
Audit Fees	4,250.00	1,625.00	2,625.00	6,500.00
Bond Dissemination Agent	3,000.00	750.00	2,250.00	3,000.00
Travel & Per Diem	-	250.00	(250.00)	1,000.00
Conference Calls	38.17	125.00	(86.83)	500.00
Mailing Expenses	8.90	62.50	(53.60)	250.00
D&O Insurance	-	700.00	(700.00)	2,800.00
General Insurance	4,609.00	875.00	3,734.00	3,500.00
Property Insurance	2,535.00	1,000.00	1,535.00	4,000.00
Printing & Binding	35.10	150.00	(114.90)	600.00
Legal Advertising	227.96	1,250.00	(1,022.04)	5,000.00
Miscellaneous (related to rental income)	1,229.33	-	1,229.33	-
Dues, Licenses & Fees	175.00	50.00	125.00	200.00
Property Taxes	-	2,100.00	(2,100.00)	8,400.00
Electric	-	500.00	(500.00)	2,000.00
Water	954.17	825.00	129.17	3,300.00
Dumpster	-	875.00	(875.00)	3,500.00
Hurricane Cleanup	-	1,250.00	(1,250.00)	5,000.00
Website Maintenance	300.00	225.00	75.00	900.00
Landscaping Maintenance & Material	-	262.50	(262.50)	1,050.00
Total General & Administrative Expenses	\$ 42,204.26	\$ 30,125.00	\$ 12,079.26	\$ 120,500.00
Net Income (Loss)	\$ (21,859.25)	\$ -	\$ (21,859.25)	\$ -