

# Celebration Pointe Community Development District No. 1

12051 Corporate Blvd., Orlando, FL 32817 Phone 407-723-5900

<http://celebrationpointecdd1.com>

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A meeting of the Board of Supervisors for the Celebration Pointe Community Development District No. 1 will be held **Tuesday, October 27, 2020, at 11:00 a.m. using telephonic conferencing due to the COVID-19 Executive Order 20-246**. The proposed agenda for this Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

Phone: 1-844-621-3956 Participant Code: 796 580 192#

## **BOARD OF SUPERVISOR'S MEETING AGENDA**

### **A. Organizational Matters**

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. Discussion regarding Executive Order 20-246**
- 2. Consideration of the Minutes of the July 28, 2020 Board of Supervisors' Meeting**

### **B. Business Matters**

- 3. Consideration of Resolution 2021-01, Adopting a Revised Budget for FY 2020 (*exhibit provided under separate cover*)**
- 4. Consideration of Fiscal Year 2020 Audit Engagement Letter**
- 5. Consideration of Funding Request Nos. 91 - 99**
- 6. Review of Statements of the District's Financial Position (*provided under separate cover*)**

### **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**

**Executive Order  
20-246**

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-246

(Emergency Management – COVID 19 – Local Government Public Meetings)

WHEREAS, Executive Order 20-69, as extended by Executive Orders 20-112, 20-123, 20-139, 20-150 and amended by Executive Orders 20-179 and 20-193, expires on October 1, 2020, unless extended.

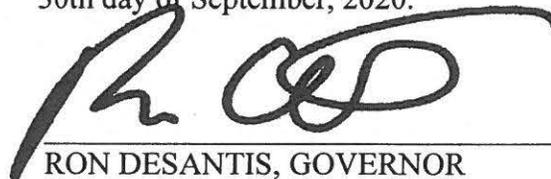
NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby extend Executive Order 20-69, as extended by Executive Orders 20-112, 20-123, 20-139, 20-150 and amended by Executive Orders 20-179 and 20-193, subject to the condition of Section 2 below, until 12:01 a.m. November 1, 2020. This order supersedes Section 4 of Executive Order 20-69.

Section 2. This order shall not apply to election canvassing boards.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 30th day of September, 2020.

  
RON DESANTIS, GOVERNOR

ATTEST:

  
SECRETARY OF STATE

OFFICE OF THE GOVERNOR  
TALLAHASSEE, FLORIDA

2020 SEP 30 PM 4:50

FILED

**Notice of Meeting  
Celebration Pointe Community Development District No. 1**

The Board of Supervisors of the Celebration Pointe Community Development District No. 1 will hold their meetings for the 2020-2021 Fiscal Year at 2579 SW 87th Drive, Gainesville, FL 32608, at 11:00 a.m. on the following dates:

October 27, 2020  
January 26, 2021  
April 27, 2021  
July 27, 2021

*While it may be necessary to hold the above referenced meeting of the District's Board of Supervisors utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so telephonically at **1-844-621-3956; Access Code: 796 580 192#**. Additionally, participants are encouraged to submit questions and comments to the District Manager in advance at (407) 723-5935 to facilitate the Board's consideration of such questions and comments during the meeting.*

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least five calendar days prior to the meeting.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jennifer Walden  
District Manager

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

**Minutes of the July 28, 2020  
Board of Supervisors' Meeting**

**MINUTES OF MEETING**

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

**Board of Supervisors Meeting**

**Tuesday, July 28, 2020 11:02 a.m.**

**Via telephonic conferencing due to the COVID-19 Executive Orders 20-52, 20-69, & 20-150**

Present and constituting a quorum:

Madeline Da Silva	Vice-Chair	(via phone)
Dave Stockman	Assistant Secretary	(via phone)
Heather Dyrkolbotn	Assistant Secretary	(via phone)

Also present were:

Jennifer Walden	PFM	(via phone)
Lynne Mullins	PFM	(via phone)
Mark Watts	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 11:02 a.m. and the names of those in attendance were announced. Board Members Madeline Da Silva, Dave Stockman, and Heather Dyrkolbotn were present via phone.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present at this time.

**THIRD ORDER OF BUSINESS**

**Discussion regarding  
Executive Orders 20-52, 20-69,  
& 20-150**

Ms. Walden stated the Executive Orders are included in the packet which state that the District is able to hold their meetings via telephonic conferencing due to the COVID-19 situation. An ad was placed for today's meeting which notes those Executive Orders as well as the telephonic conferencing information so the public can safely join the meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes  
of the April 28, 2020 Board of  
Supervisors' Meeting**

The Board reviewed the minutes outlined in the agenda.

Mr. Stockman asked if Ms. Walden got an answer about Bass Pro. Ms. Walden stated she heard from Sean that Bass Pro did not renew their lease.

On motion by Mr. Stockman, seconded by Ms. Da Silva, with all in favor, the Board approved the minutes of the April 28, 2020 Board of Supervisors' Meeting.

**FIFTH ORDER OF BUSINESS**

**Consideration of Fiscal year  
2020-2021 Meeting Schedule**

Ms. Walden recommended keeping the current quarterly schedule of the 4<sup>th</sup> Tuesday of the month at 11:00 a.m. at 2579 SW87th Drive. Gainesville, Florida starting in October. The quarterly meeting schedule is as follows:

1. October 27, 2020
2. January 26, 2021
3. April 27, 2021
4. July 27, 2021

On motion by Ms. Dyrkolbotn, seconded by Ms. Da Silva, with all in favor, the Board approved the Fiscal Year 2020-2021 Meeting Schedule.

**SIXTH ORDER OF BUSINESS**

**Review of Certificate of  
Consulting Engineer  
Certifying the Series 2018  
Project Complete**

Mr. Watts explained the District had a specific set of improvements as part of the 2017 Engineer's Report associated with the second Bond Issuance and this is the District Engineer certifying that everything was completed in accordance with those plans.

On motion by Ms. Dyrkolbotn, seconded by Ms. Da Silva, with all in favor, the Board accepted the Certificate of Consulting Engineer Certifying the Series 2018 Project Complete.

**SEVENTH ORDER OF BUSINESS**

**Review and Acceptance of  
Fiscal Year 2019 Audit**

Ms. Walden explained the this was a standard and clean audit. There were no deficiencies in internal controls that would be considered material weaknesses. This has already been submitted because the deadline has passed. District counsel and District staff have reviewed this. Ms. Walden requested a motion to accept the Fiscal Year 2019 Audit.

On motion by Mr. Stockman, seconded by Ms. Da Silva, with all in favor, the Board accepted the Fiscal Year 2019 Audit.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Partial Release of Assessment Liens**

Ms. Walden stated this was an updated document needed by the Florida DOT. Mr. Watts noted that the document specifies the liens are released on the property that was dedicated to the DOT.

Mr. Stockman stated DOT has submitted some parcels that were for the drainage and asked if that was related. Mr. Watts confirmed noting that it specifies the assessments levied against all of the property within the footprint of the District does not affect the easement right that is dedicated to the DOT.

On motion by Mr. Stockman, seconded by Ms. Da Silva, with all in favor, the Board accepted the Partial Release of Assessment Liens.

Ms. Walden asked Mr. Watts if he has a copy of the executed Partial Release as District Management did not receive a copy. The one to be approved today is revised. Ms. Walden asked Ms. Da Silva to sign the updated Partial Release that was sent yesterday.

**NINTH ORDER OF BUSINESS**

**Consideration of First Amendment to Website Services Agreement**

Ms. Walden explained currently the District has the Website Maintenance Agreement with PFM but are looking for those services to be billed directly with the website vendor. The District uses the third party website vendor to do the quarterly ADA Auditing Services on a quarterly basis. They have agreed to keep the same pricing for the monthly maintenance. The First Amendment to Website Services Agreement is switching over who the bill is coming from so instead of it coming from PFM it will come directly from Vglobal Tech just like the bill does for the ADA Auditing Services.

On motion by Ms. Da Silva, seconded by Ms. Dyrkolbotn, with all in favor, the Board approved the First Amendment to Website Services Agreement

**TENTH ORDER OF BUSINESS**

**Consideration of Engagement Letter for Amortization Services**

Ms. Walden stated these services falls under the FA Agreement the District has with PFM which was dated back in January 2019 and those service would be for \$125.00 for each amortization don by PFM. It could be \$250.00 total if it is done for each of the bonds. It is completely covered in the budget because \$500.00 was allocated for Amortization Services for Fiscal Year 2021.

On motion by Mr. Stockman, seconded by Ms. Dyrkolbotn, with all in favor, the Board approved the Engagement Letter from Amortization Services with PFM.

**ELEVENTH ORDER OF BUSINESS**

**Public Hearing on the Adoption of the District's Annual Budget**

- a) **Public Comments and Testimony**
- b) **Board Comments**
- c) **Consideration of Resolution 2020-05, Adopting the Fiscal Year 2021 Budget and Appropriating Funds**

Ms. Walden noted the budget was sent to the County at least 60 days prior to the public hearing date and the public hearing has been advertised in the newspaper as required by Florida Statute. Ms. Walden requested a motion to open the public hearing.

On motion by Mr. Stockman, seconded by Ms. Dyrkolbotn, with all in favor, the Board opened the Public Hearing.

The budget is an exhibit to the Resolution. This is the same budget the Board saw and approved in preliminary form back in April in the overall amount of \$178,850.00. There were no comments or questions from the audience or the Board on the budget. Ms. Walden noted the District had \$30,300.00 in rental income but since it does not look like that is coming in she recommended the board move that amount into the Developer Funded so the overall stays the same. Ms. Walden requested a motion to close the public hearing.

On motion by Ms. Da Silva, seconded by Mr. Stockman, with all in favor, the Board closed the Public Hearing.

Ms. Walden requested a motion to approve Resolution 2020-05, as amended to move the rental income to zero and making the Developer Funded the full \$178,850.00 amount.

On motion by Mr. Stockman, seconded by Ms. Da Silva, with all in favor, the Board approved Resolution 2020-05, Adopting the Fiscal Year 2021 Budget and Appropriating Funds, as amended to move the rental income to zero and making the Developer Funded the full \$178,850.00 amount.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2020-2021 Funding Agreement**

Ms. Walden explained the Fiscal Year 2020-2021 Funding Agreement is with Celebration Point Holdings, LLC to fund the O&M Budget that was just approved in Resolution 2020-05.

On motion by Ms. Dyrkolbotn, seconded by Ms. Da Silva, with all in favor, the Board approved the Fiscal Year 2020-2021 Funding Agreement.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Funding Request Nos. 85 - 90**

The Board reviewed Funding Request Nos. 85 - 90

On motion by Ms. Da Silva, seconded by Ms. Dyrkolbotn, with all in favor, the Board approved Funding Request Nos. 85 – 90.

**FOURTEENTH ORDER OF BUSINESS**

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

Ms. Walden presented the updated financials through June 30, 2020 to the Board. The District is on track and everything is under budget. There is no action required by the Board.

**FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

**Attorney** – No Report

**Engineer** – Not present

**Manager** – Ms. Walden noted that the next meeting will not be until October and it will be the first meeting of the new Fiscal Year. She will send out calendar invites in the coming weeks.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor and Audience Comments & Adjournment**

There were no Supervisor requests and no audience comments. Ms. Walden requested a motion to adjourn.

On motion by Mr. Stockman, seconded by Ms. Da Silva, with all in favor, the Board adjourned its July 28, 2020 Board of Supervisors' Meeting.

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

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

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

**Resolution 2021-01,  
Adopting a Revised Budget for FY 2020**

**RESOLUTION 2020-03**

**THE REVISED ANNUAL APPROPRIATION RESOLUTION OF THE CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT NO. 1 (THE "DISTRICT") RELATING TO THE REVISED ANNUAL APPROPRIATIONS AND ADOPTING THE REVISED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020**

**WHEREAS**, the Celebration Pointe Community Development District No. 1 Board of Supervisors (the "Board") previously approved and adopted an annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the Board now desires to revise the annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the each fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

**Section 1. Budget**

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budgets, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's Proposed Budgets, attached hereto as Exhibit "A," are hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2019-2020.

- c. That the adopted budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Revised Budget for the Celebration Pointe Community Development District No. 1 for the Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020", as adopted by the Board of Supervisors on October 27, 2020.

**Section 2. Appropriations**

There is hereby appropriated out of the revenues of the Celebration Pointe Community Development District No. 1, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of money to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

**Section 3. Supplemental Appropriations**

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or

project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 27th day of October, 2020.

ATTEST:

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

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

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

Its: \_\_\_\_\_

**EXHIBIT A**

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

**Fiscal Year 2020 Audit Engagement Letter**



**Carr, Riggs & Ingram, LLC**  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

(850) 837-3141  
(850) 654-4619 (fax)  
CRlcpa.com

September 24, 2020

Celebration Pointe No. 1 Community Development District  
c/o PFM Group Consulting, LLC  
12051 Corporate Blvd.  
Orlando, FL, 32817

We are pleased to confirm our understanding of the services we are to provide Celebration Pointe No. 1 Community Development District for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Celebration Pointe No. 1 Community Development District as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Celebration Pointe No. 1 Community Development District's basic financial statements. Such information, 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. As part of our engagement, we will apply certain limited procedures to Celebration Pointe No. 1 Community Development District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Celebration Pointe No. 1 Community Development District and other procedures we consider

necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Celebration Pointe No. 1 Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of Celebration Pointe No. 1 Community Development District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Celebration Pointe No. 1 Community Development District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect

immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Celebration Pointe No. 1 Community Development District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Other Services**

We will also assist in preparing the financial statements and related notes of Celebration Pointe No. 1 Community Development District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, as of September 30, 2020. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

## **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period

presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**PFM Group Consulting, LLC  
12051 Corporate Blvd.  
Orlando, FL, 32817  
TELEPHONE: (407)723-5900  
EMAIL: mullinsl@pfm.com**

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 1, 2021 and to issue our reports no later than April 30, 2021. Alan Jowers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$6,000. This agreement provides for a contract period of one (1) year. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## **Dispute Resolution**

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

## **Limitation of Liability**

Except as provided in this agreement, CRI shall not be liable for incidental, consequential, exemplary, special, punitive or ancillary damages of any kind alleged as a result of any cause of action from this agreement, whether arising out of breach of contract, tort or otherwise. Unless otherwise stated in this agreement, both CRI and you agree that the total cumulative liability of CRI (including its employees, directors, officers or agents), shall not exceed the amount of fees earned by CRI related to this engagement during the twelve months preceding the event giving rise to the claim, as such amount shall serve as a reasonable prospective estimate of any damages which you may suffer through any breach by CRI of the terms of this agreement, as such damages may be speculative or impossible to calculate. If there are unpaid fees owed to CRI, this cumulative liability will be reduced by the value of the unpaid fees with no additional interest or charges, as CRI retains the right to offset any sums claimed as due and owed by you, by any sums to which it is legally entitled. This limitation shall apply whether or not further damages are foreseeable, or whether either party (or its employees, agents, officers or directors) have been advised of the possibility of such damages.

## **Governing Law; Venue**

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Alachua County, Florida and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens*.

## **Statute of Limitations**

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever

occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

We appreciate the opportunity to be of service to Celebration Pointe No. 1 Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Carr, Riggs & Ingram, L.L.C.*

**CARR, RIGGS & INGRAM, LLC**  
**Certified Public Accountants**

RESPONSE:

This letter correctly sets forth the understanding of Celebration Pointe No. 1 Community Development District.

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

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

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

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

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

**Funding Request  
Nos. 91 - 99**

**CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT #1**

**Funding Request No. 91**

7/16/2020

Item No.	Payee	Invoice	General Fund FY20
<b>1</b>	<b>PFM Group Consulting</b>		
	District Management Fee: Jun. 2020	DM-07-2020-0096	\$ 2,500.00
	Website Fee: Jun. 2020	DM-07-2020-0095	\$ 100.00
	District Management Fee: Jul. 2020	DM-07-2020-0105	\$ 2,500.00
	Website Fee: Jul. 2020	DM-07-2020-0104	\$ 100.00
<b>2</b>	<b>US Bank</b>		
	Trustee Services 06/01/2020-05/31/2021	5785764	\$ 12,022.75
			\$ 17,222.75

**TOTAL: \$17,222.75**

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

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

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

**CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT #1**

**Funding Request No. 92**

7/23/2020

Item No.	Payee	Invoice	General Fund FY20
1	<b>PFM Group Consulting</b> Postage Jun 2020	OE-EXP-00938	\$ 2.50
			\$ 2.50
<b>TOTAL:</b>			<b>\$2.50</b>

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

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

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

**CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT #1**

**Funding Request No. 93**

7/30/2020

Item No.	Payee	Invoice	General Fund FY20
1	<b>Cobb Cole</b> District Counsel thru 06/30/20	164266	\$ 592.08
2	<b>The Gainesville Sun</b> Legal Advertising on 07/13/2020	A000970211	\$ 502.20
			\$ 1,094.28

**TOTAL: \$1,094.28**

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

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

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

**CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT #1**

**Funding Request No. 94**

8/13/2020

Item No.	Payee	Invoice	General Fund FY20
1	<b>GRU (Paid online)</b> Acct: 2000-5613-5180 water 06/20/20-07/22/20	-	\$ 230.41
			\$ 230.41

**TOTAL: \$230.41**

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

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

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

**CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT #1**

**Funding Request No. 95**

8/20/2020

Item No.	Payee	Invoice	General Fund FY20
1	<b>Cobb Cole</b> Bonds Interest thru 07/31/20	164922	\$ 723.55
2	<b>PFM Group Consulting</b> Website Fee: Aug. 2020 District Management Fee: Aug. 2020	DM-08-2020-0078 DM-08-2020-0079	\$ 100.00 \$ 2,500.00
			\$ 3,323.55

**TOTAL: \$3,323.55**

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

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

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

**CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT #1**

**Funding Request No. 96**

9/13/2020

Item No.	Payee	Invoice	General Fund FY20
1	<b>Cobb Cole</b> District Counsel thru 08/31/20	165534	\$ 90.61
2	<b>The Gainesville Sun</b> Finance Charge	31395601	\$ 7.53
3	<b>GRU (Paid online)</b> Acct: 2000-5613-5180 water 07/23/20-8/21/20	-	\$ 230.41
4	<b>VGlobalTech</b> ADA Website Maintenance	1886	\$ 100.00
			\$ 428.55

**TOTAL: \$428.55**

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

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

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

**CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT #1**

**Funding Request No. 97**

9/21/2020

Item No.	Payee	Invoice	General Fund FY20	General Fund FY21
<b>1</b>	<b>Egis Insurance Advisors</b> FY21 Insurance Renewal			\$7,770.00
<b>2</b>	<b>PFM Group Consulting</b>			
	District Management Fee: Sep. 2020	DM-09-2020-0061	\$ 2,500.00	
	Postage/ FedEx: Apr 2020	OE-EXP-00829	\$ 3.09	
	Postage May 2020	OE-EXP-00887	\$ 9.31	
	Postage and Copies July 2020	OE-EXP-01000	\$ 9.96	
	Postage Aug 2020	OE-EXP-01055	\$ 9.31	
			\$ 2,531.67	\$7,770.00

<b>TOTAL:</b>	<b>\$10,301.67</b>
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\_\_\_\_\_  
Assistant Secretary/Secretary

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

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

**CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT #1**

**Funding Request No. 98**

10/9/2020

Item No.	Payee	Invoice	General Fund FY20	General Fund FY21
1	<b>FL Dept. of Economic Opportunity</b> Annual Fee FY 2021	83444		\$175.00
2	<b>The Gainesville Sun</b> Legal Advertising on 09/30/2020	31395903	\$ 517.26	
3	<b>GRU (Paid online)</b> Acct: 2000-5613-5180 water 09/01/20-9/30/20	--	\$ 230.41	
4	<b>PFM Group Consulting</b> Postage Sept 2020	OE-EXP-01114	\$ 2.15	
5	<b>VGlobalTech</b> Quarterly Website Audit Monthly Website Fee	1973 2004	\$ 300.00	\$100.00
			\$ 1,049.82	\$275.00

<b>TOTAL:</b>	<b>\$1,324.82</b>
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\_\_\_\_\_  
Assistant Secretary/Secretary

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

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

**CELEBRATION POINTE  
COMMUNITY DEVELOPMENT DISTRICT #1**

**Funding Request No. 99**

10/16/2020

Item No.	Payee	Invoice	General Fund FY20	General Fund FY21
1	<b>Cobb Cole</b> District Counsel thru 09/30/20	1515	\$ 498.50	
2	<b>PFM Group Consulting</b> Preparation and Submission of FY21 Direct Bills District Management Fee: Oct. 2020	111789 DM-10-2020-0053		\$5,000.00 \$2,500.00
			\$ 498.50	\$7,500.00
<b>TOTAL:</b>			<b>\$7,998.50</b>	

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

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

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

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

**District's Financial Position**  
*(provided under separate cover)*