Celebration Pointe
Community Development District No. 1

12051 Corporate Blvd., Orlando, FL 32817 Phone 407-723-5900
http://celebrationpointecdd1.com

The proposed agenda for the Board of Supervisors' Special Meeting for the Celebration Pointe Community Development District No. 1, scheduled to be held **Thursday, March 18, 2021, 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.

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. **Consideration of the Minutes of the October 27, 2020 Board of Supervisors' Meeting**

B. Financing Matters

2. **Consideration of Assessment Consulting Engagement Letter with PFM** *(provided under separate cover)*
3. **Consideration of Underwriter Agreement with Jefferies**
4. **Consideration of Bond Counsel Agreement**
5. **Consideration of District Engineer Fee Agreement**
6. **Consideration of Trustee Agreement** *(provided under separate cover)*

C. Business Matters

7. **Review of Certificate of Consulting Engineer Certifying the Series 2014 Project Complete**
8. **Ratification of Funding Request Nos. 100 – 106**
9. **Consideration of Funding Request Nos. 107 – 114**
10. **Review of Statements of the District's Financial Position**

D. Other Business

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

pfm

D. Adjournment

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

Minutes of the October 27, 2020
Board of Supervisors' Meeting

MINUTES OF MEETING

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1
Board of Supervisors Meeting
Tuesday, October 27, 2020 11:00 a.m.
Via telephonic conferencing due to the COVID-19 Executive Orders 20-246

Present and constituting a quorum:

Troy Ely	Assistant Secretary	(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 20-246**

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 July 28, 2020 Board of Supervisors' Meeting**

The Board reviewed the minutes outlined in the agenda.

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

FIFTH ORDER OF BUSINESS **Appointment of Auditor Selection Committee**

Ms. Walden explained the Board needs to appoint a committee to select an auditor and the Board can appoint itself as the Auditor Selection Committee if it would like.

On motion by Mr. Stockman, seconded by Mr. Ely, with all in favor, the Board appointed the five Board Members for the Auditor Selection Committee.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2021-01, Adopting a Revised Budget for FY 2020**

Ms. Mullins explained while the District did not go over budget, it did have several line items that went over the $10,000 and/or 10% threshold. This Resolution adopts a revised budget with those notated changes per the line items with keeping the overall budget the same.

On motion by Mr. Stockman, seconded by Ms. Dyrkolbotn, with all in favor, the Board approved Resolution 2021-01, Adopting a Revised Budget for FY 2020.

SEVENTH ORDER OF BUSINESS **Consideration of Fiscal Year 2020 Audit Engagement Letter**

Ms. Walden explained this so the auditor can begin to work on the audit. I will note that the fee for these services will be $6,000.00 which is less than what was budgeted.

On motion by Ms. Dyrkolbotn, seconded by Mr. Ely, with all in favor, the Board approved FY 2020 Audit Engagement Letter.

EIGHTH ORDER OF BUSINESS **Consideration of Funding Request Nos. 91-99**

The Board reviewed Funding Request Nos. 91-99.

On motion by Mr. Stockman, seconded by Mr. Ely, with all in favor, the Board approved Funding Request Nos. 91-99.

NINTH ORDER OF BUSINESS **Review of the District's Financial Position**

Ms. Walden presented the updated financials through September 30, 2020 to the Board. The District currently has actuals of $98K vs. a budget over $178k, so the District will end the FY under budget by $80k. No action is required by the Board

TENTH ORDER OF BUSINESS **Staff Reports**

Attorney – No Report

Engineer – Not present

Manager – Ms. Walden noted that the next meeting is January 26, 2021.

ELEVENTH 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. Troy, seconded by Ms. Dyrkolbotn, with all in favor, the Board adjourned its October 27, 2020 Board of Supervisors' Meeting.

_____ _____

Secretary/Assistant Secretary Chairman/Vice-Chairman

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

Assessment Consulting Engagement Letter with PFM

(provided under separate cover)

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

Underwriter Agreement with Jefferies

Jefferies
200 South Orange Avenue
Suite 1440
Orlando, Florida 32801
Jefferies.com

March 9, 2021

Mr. Jonathan Paul
Chairman
Celebration Pointe Community Development District No. 1
2579 SW 87th Drive
Gainesville, FL 32608

Re: Disclosures by Sole Underwriter
Pursuant to MSRB Rule G-17
Celebration Pointe Community Development District No. 1
Special Assessment Revenue Bonds, Series 2021

Dear Mr. Paul:

We are writing to provide you with certain disclosures relating to the above captioned bond issue (the Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012)[1] and MSRB Rule G-23 in accordance with MSRB guidance[2]. Jefferies LLC (Jefferies) has been engaged as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance by the Issuer of the Bonds. As part of our services as underwriter, Jefferies may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

I. Disclosures Concerning the Underwriter's Role

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

(iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

[1] MSRB Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (August 2, 2012).

[2] Guidance on the Prohibition on Underwriting Issues of Municipal Securities for Which a Financial Advisory Relationship Exists Under Rule G-23 (November 27, 2011).

(v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.[3]

II. Disclosures Concerning the Underwriter's Compensation

The underwriter will be compensated either by a fee or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction; the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend a transaction that is larger than necessary and/or recommend a transaction that is unnecessary.

III. Additional Conflicts Disclosure

From time to time, Jefferies, its officers, directors and employees may invest in and trade your securities.

Jefferies has not identified any additional potential or actual material conflicts concerning Jefferies' participation in this transaction that require disclosure.

Jefferies has entered into a distribution agreement with 280 Securities LLC ("280 Securities") for the retail distribution of municipal securities. Pursuant to the agreement, if Jefferies sells Bonds to 280 Securities, it will share a portion of its selling concession compensation with 280 Securities.

If you or any other officials of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. Under MSRB rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an e-mail to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. Thank you.

Sincerely,

Michael Baldwin
Sr. Vice President
Jefferies LLC

[3] Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Acknowledgement:

_____
Jonathan Paul, Chairman
Celebration Pointe Community Development District No. 1

Date: _____

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

Bond Counsel Agreement

WATSON SLOANE
ATTORNEYS

BRIAN A. WATSON
MANAGING PARTNER

O: 407.622.6751
F: 866.440.1211
B.WATSON@WATSONSLOANE.COM

March 11, 2021

VIA E-MAIL

Mark.watts@cobbcole.com

Celebration Pointe Community Development District No. 1
c/o Mark Watts, Esq.

Re: Agreement for Bond Counsel Services

Dear Mr. Watts:

As requested, this letter will confirm the terms on which Watson Sloane PLLC (the "Firm") has agreed to be engaged to serve as bond counsel to Celebration Pointe Community Development District No.1 (the "District") for a revenue bond financing of the District (the "Debt") to finance certain facilities of the District located in Alachua County, Florida.

This letter sets forth generally our understanding of what legal services we will continue to perform as bond counsel for the District and the basis for our compensation.

As Bond Counsel we agree to:

Attend as requested applicable meetings related to the issuance of the Debt.

Prepare appropriate resolutions and any amendments thereto authorizing the issuance of the Debt.

Advise as to procedures, required approvals and filings, schedule of events for timely issuance, and other legal matters relative to issuance of the Debt.

Prepare (or review when prepared by others) closing documents necessary in connection with the sale and issuance of the Debt, including but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officer's seal, incumbency, signatures, no prior pledge, arbitrage and others; and verifications, consents and opinions from accountants, engineers, special consultants and attorneys.

Prepare bound closing transcripts including all closing documents relating to the issuance of the Debt.

Prepare and file the necessary forms with the Internal Revenue Service (FORM 8038) and the Florida Division of Bond Finance.

Prepare and deliver at closing a standard, comprehensive approving legal opinion which will, among other things, contain opinions as to the validity and enforceability of the Debt, the

security for the Debt and the excludability from gross income of the interest on the Debt for federal income tax purposes (subject to certain exceptions generally accepted in the industry) for the tax-exempt portions of the Debt. In rendering the tax opinion, we will provide general instructions for compliance with the federal rebate laws. We also may engage other subconsultants, including special tax counsel, as we deem necessary and appropriate.

Supervise and coordinate the closing of the Debt.

For performing the above-described services, we estimate our fees and expenses not to exceed $80,000.00. Such fees and expenses will be payable at the time of issuance of the Debt. If for some reason the issuance of the Debt does not close, we will compute our fees and bill the District based on the amounts expended to date, but in no event will exceed $80,000.00.

The District authorizes, but does not require, Watson Sloane PLLC to communicate with the District and its officers and principals via unencrypted e-mail.

If the foregoing correctly reflects your understanding of the terms and conditions of Watson Sloane's engagement, please execute this letter in the space provided below and return the executed original to us. A copy of this executed letter should be kept for the District's records.

If you should have any questions or wish to discuss this, please feel free to call me at 407-622-6751.

Very truly yours,

WATSON SLOANE PLLC

Brian A. Watson, Esq.

The undersigned client hereby agrees to the terms and conditions stated in the foregoing letter for the engagement of Watson Sloane PLLC to perform services in connection with the matters described herein this _____ day of _____, 2021.

CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT No. 1

By:_____
Name:_____
Title:_____

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

District Engineer Fee Agreement

ETM
VISION • EXPERIENCE • RESULTS

www.etminc.com
tel 904-642-8990 • fax 904-646-9485
14775 Old St. Augustine Road • Jacksonville, Florida 32258

February 17, 2021

Celebration Pointe Community Development District
Board of Supervisors
2579 SW 87th Drive
Gainesville, FL 32608

Reference: ***Celebration Pointe Community Development District – Supplemental Engineer Report Related to 2021 Bond Issuance***
ET&M No. E14-129-08

Dear Gentlemen:

Pursuant to your request, England, Thims & Miller, Inc. is pleased to submit a fee proposal for professional services related to the preparation of the Supplemental Engineering Report for the proposed improvements and reimbursements with the 2021 Series Bonds. Services shall include, but not be limited to:

1. Attending Meetings/Calls with Consultants and District Staff
2. Develop preliminary engineering required to identify plan impacts and cost
3. Preparation of Cost Estimates for each planned improvement
4. Review the validity of Public purpose for reimbursement
4. Develop written description of Plan
5. Prepare Draft Report
6. Prepare Final Report
7. Provide expert testimony, as required

FEE ..... HOURLY
(ESTIMATED Fee - $30,000.00)

Cost such as final printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs.

Reference: *Celebration Pointe Community Development District*

Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ENGLAND, THIMS & MILLER, INC.

K.T. Peter Ma, P.E.
Executive Vice President, Shareholder

Accepted this 18 day
of FEBRUARY, 2021

By: _____

For: CP HOLDINGS

Reference: *Celebration Pointe Community Development District*

ENGLAND-THIMS & MILLER, INC.

HOURLY FEE SCHEDULE

Principal – CEO/CSO/President	$265.00/Hr.
Principal – Vice President	$245.00/Hr.
Senior Engineer	$195.00/Hr.
Engineer	$157.00/Hr.
Project Manager	$180.00/Hr.
Assistant Project Manager	$147.00/Hr.
Senior Planner	$182.00/Hr.
Planner	$149.00/Hr.
CEI Project Manager	$165.00/Hr.
CEI Senior Inspector	$148.00/Hr.
CEI Inspector	$120.00/Hr.
Senior Landscape Architect	$168.00/Hr.
Landscape Architect	$150.00/Hr.
Senior Graphics Technician	$149.00/Hr.
GIS Programmer	$160.00/Hr.
GIS Analyst	$133.00/Hr.
Senior Engineering Designer / Senior LA Designer	$151.00/Hr.
Engineering/Landscape Designer	$131.00/Hr.
CADD/GIS Technician	$121.00/Hr.
Administrative Support	$84.00/Hr.
Accountant	$102.00/Hr.

Reference: Celebration Pointe Community Development District

GENERAL CONDITIONS

PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all outstanding invoices and all charges incurred between the issuance of the latest invoice through the date services are stopped plus any shutdown costs. If during the execution of the services, England, Thims & Miller, Inc. (ETM) is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and subject to an increase not to exceed five (5) percent per year.

INSURANCE – ETM maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of $1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by ETM in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

PERMITTING/ZONING - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM harmless from any losses or liabilities resulting from such permitting or regulatory action.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM under this Agreement, or the total amount of $50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM agrees to increase the limits up to a maximum of $500,000 upon Clients written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

SEVERABILITY AND SURVIVAL - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Florida.

COST OPINIONS - Any cost opinions or Project economic evaluations provided by ETM will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, ETM cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

SALES TAX - The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the sole property of ETM. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM, and ETM will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the final plans and specifications contemplated by this Agreement.

SAFETY - Should ETM provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

INDEMNIFICATION - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES – In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

CONTRACT ADMINISTRATION - Client agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that ETM will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by ETM will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control", are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that ETM is observing placement of all materials. Full-time inspection means that an employee of ETM has been assigned for eight-hour days during regular business hours.

Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

ASSIGNABILITY - Client and ETM, respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other part.

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

LIMITATIONS ON CAUSES OF ACTION - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM.

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

Trustee Agreement

(provided under separate cover)

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

Certificate of Consulting Engineer
Certifying the Series 2014 Project

CELEBRATION POINTE COMMUNITY DEVELOPMENT DISTRICT NO. 1

CERTIFICATE OF CONSULTING ENGINEER

CERTIFYING THE SERIES 2014 PROJECT COMPLETE

STATE OF FLORIDA)

)

COUNTY OF ALACHUA)

BEFORE ME, the undersigned, personally appeared K.T. Peter Ma, P.E., of England, Thims & Miller, who, after first being duly sworn, deposes and says:

I, K.T. Peter Ma, am a Professional Engineer, No. 46661, registered in the State of Florida. I have reviewed certain documentation including, but not limited to, the Celebration Pointe Community Development District No. 1's (the "District") Amended and Restated Engineer's Report (May 3, 2017), (the "Engineer's Report"), and other documents related to the infrastructure improvements intended to be funded by the Celebration Pointe Community Development District No. 1 (Alachua County, Florida) $33,730,000 Special Assessment Bonds, Series 2014 (the "Series 2014 Bonds"). A copy of the Engineer's Report, which identifies and describes the components of the project financed with the Series 2014 Bonds (the "Series 2014 Project"), is attached to this Certification as **Exhibit A.**

To the best of my knowledge and belief and in my professional opinion, in accordance with Section 5.01 of the Master Trust Indenture between the District and US Bank National Association, dated December 1, 2014 (the "Trust Indenture"), the Series 2014 Project has been completed. With this document, I hereby certify the Series 2014 Project complete.

The sum of _____zero_____

($_____0.00_____) must be retained by the District for payment of the remaining costs of the Series 201 Project as authorized pursuant to Section 5.01 of the Trust Indenture. The remaining costs of the Series 2014 Project to be paid for by the retained monies are contained in **Exhibit B.**

FURTHER AFFIANT SAYETH NOT.

ENGLAND, THIMS, & MILLER, INC.

K.T. Peter Ma, P.E.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of November, 2020, by K.T. Peter Ma, P.E., of England, Thims and Miller, inc., who [X] is personally known to me or [ ] who has produced _____ as identification and did take an oath.

NOTARY PUBLIC

Print Name: Alex Jacobs

Notary Public, State of Florida

Commission No.: GG74208

My Commission Expires: 02/19/21

ALEX JACOBS
Notary Public, State of Florida
My Comm. Expires 02/19/21
Commission No. GG74208

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

Funding Request
Nos. 100 – 106

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1

Funding Request No. 100
10/22/2020

Item No.	Payee	Invoice	General Fund FY20	General Fund FY21
1	**VGlobalTech** Quarterly Website Audit	1747	$ 300.00	
			$ 300.00	$0.00

TOTAL: $300.00

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. 101
10/29/2020

Item No.	Payee	Invoice	General Fund FY20	General Fund FY21
1	**The Gainesville Sun**			
	Legal Advertising on 10/13/2020	A000973738		$149.64
			$ -	$149.64

TOTAL: $149.64

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. 102
11/13/2020

Item No.	Payee	Invoice	General Fund FY20	General Fund FY21
1	**Cobb Cole**			
	District Counsel thru 09/31/20	2567		$841.00
2	**GRU (Paid online)**			
	Acct: 2000-5613-5180 water 10/01/20-10/31/20	--		$230.41
			$ -	$1,071.41
		TOTAL:	**$1,071.41**	

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. 103
11/23/2020

Item No.	Payee	Invoice	General Fund FY20	General Fund FY21
1	**PFM Group Consulting**			
	Reamortization Services: S2004 & S2017	112396	$ 250.00	
	District Management Fee: Nov. 2020	DM-11-2020-0048		$ 2,500.00
	FedEx/Postage: Oct. 2020	OE-EXP-11-09		$ 8.26
2	**VGlobalTech**			
	Monthly Website Fee: Nov. 2020	2081		$ 100.00
			$ 250.00	$ 2,608.26

TOTAL: $2,858.26

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. 104
12/3/2020

Item No.	Payee	Invoice	General Fund FY20	General Fund FY21
1	**VGlobalTech**			
	Monthly Website Fee: Dec. 2020	2153		$ 100.00
			$ -	$ 100.00

TOTAL: $100.00

Assistant Secretary/Secretary

Chairman/Vice Chairman

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Orlando, FL 32817

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1

Funding Request No. 105
12/11/2020

Item No.	Payee	Invoice	General Fund FY21
1	**GRU (Paid online)** Acct: 2000-5613-5180 water 11/01/20-11/30/20	--	$ 230.41
			$ 230.41
		TOTAL:	**$230.41**

Assistant Secretary/Secretary

Chairman/Vice Chairman

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Orlando, FL 32817

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1

Funding Request No. 106
12/20/2020

Item No.	Payee	Invoice	General Fund FY21
1	**PFM Group Consulting** District Management Fee: Dec. 2020	DM-12-2020-0010	$ 2,500.00
			$ 2,500.00
		TOTAL:	**$2,500.00**

Assistant Secretary/Secretary

Chairman/Vice Chairman

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Orlando, FL 32817

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

Funding Request
Nos. 107 – 114

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1

Funding Request No. 107
12/30/2020

Item No.	Payee	Invoice	General Fund FY21
1	**PFM Group Consulting**		
	FedEx/Postage: Nov. 2020	OE-EXP-12-10	$ 1.00
			$ 1.00
		TOTAL:	**$1.00**

Assistant Secretary/Secretary

Chairman/Vice Chairman

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12051 Corporate Blvd.
Orlando, FL 32817

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1

Funding Request No. 108
1/11/2021

Item No.	Payee	Invoice	General Fund FY21
1	**Carr, Riggs & Ingram**		
	Audit FYE 2020	17047822	$ 1,250.00
2	**GRU**		
	Acct: 2000-5613-5180 water 11/20/20-12/21/20	--	$ 230.41
			$ 1,480.41
		TOTAL:	**$1,480.41**

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. 109
1/15/2021

Item No.	Payee	Invoice	General Fund FY21
1	**Cobb Cole**		
	District Counsel thru 12/23/2020	5177	$ 350.00
2	**VGlobalTech**		
	Quarterly ADA Audit: October-December	2250	$ 300.00
	Monthly Website Fee: Jan. 2021	2283	$ 100.00
		TOTAL:	**$750.00**

Assistant Secretary/Secretary

Chairman/Vice Chairman

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12051 Corporate Blvd.
Orlando, FL 32817

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1

Funding Request No. 110
1/27/2021

Item No.	Payee	Invoice	General Fund FY21
1	**PFM Group Consulting**		
	District Management Fee: Jan. 2021	DM-01-2021-0010	$ 2,500.00
	FedEx/Postage: Dec. 2020	OE-EXP-01-09	$ 10.28
		TOTAL:	**$2,510.28**

Assistant Secretary/Secretary

Chairman/Vice Chairman

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12051 Corporate Blvd.
Orlando, FL 32817

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1

Funding Request No. 111
2/4/2021

Item No.	Payee	Invoice	General Fund FY21
1	**Carr, Riggs & Ingram**		
	Audit FY 2020	17058020	$ 1,000.00
2	**Digital Assurance Certification, LLC**		
	Dissemination Fee FY 2021	51034	$ 3,000.00
3	**GRU**		
	3300 SW 42ND WAY; 12/22/20-01/22/21	Acct: 2000-5613-5180	$ 230.41
4	**US Bank**		
	Trustee Services 01/01/2021-12/31/2021	6012031	$ 12,445.13
		TOTAL:	**$16,675.54**

Assistant Secretary/Secretary

Chairman/Vice Chairman

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Orlando, FL 32817

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1

Funding Request No. 112
2/11/2021

Item No.	Payee	Invoice	General Fund FY21
1	**Cobb Cole**		
	District Counsel thru 01/31/2021	5956	$ 352.50
2	**PFM Group Consulting**		
	FedEx/Postage: January 2021	OE-EXP-02-10	$ 13.95
3	**VGlobalTech**		
	Monthly Website Fee: February 2021	2359	$ 100.00
		TOTAL:	**$466.45**

Assistant Secretary/Secretary

Chairman/Vice Chairman

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Orlando, FL 32817

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT #1

Funding Request No. 113
2/18/2021

Item No.	Payee	Invoice	General Fund FY21
1	**PFM Group Consulting** District Management Fee: February 2021	DM-02-2021-0010	$ 2,500.00
		TOTAL:	**$ 2,500.00**

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. 114
3/4/2021

Item No.	Payee	Invoice	General Fund FY21
1	**Carr, Riggs & Ingram**		
	Audit FY 2020	17076738	$ 2,000.00
2	**The Gainesville Sun**		
	Finance Charge	31397173	$ 2.24
3	**GRU**		
	3300 SW 42ND WAY; 01/23/21-02/22/21	Acct: 2000-5613-5180	$ 230.41
4	**VGlobalTech**		
	Monthly Website Fee: March 2021	2436	$ 100.00
		TOTAL:	**$ 2,332.65**

Assistant Secretary/Secretary

Chairman/Vice Chairman

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12051 Corporate Blvd.
Orlando, FL 32817

CELEBRATION POINTE
COMMUNITY DEVELOPMENT DISTRICT NO. 1

District's Financial Position

Celebration Pointe CDD No. 1

Statement of Financial Position

As of 2/28/2021

	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
Assets							
Current Assets							
General Checking Account	$71,283.78						$71,283.78
Accounts Receivable - Due from Developer	40,916.72						40,916.72
Prepaid Expenses	3,111.28						3,111.28
Debt Service Reserve Series 2014		$1,985,925.01					1,985,925.01
Revenue Series 2014		15,715.80					15,715.80
Prepayment Series 2014		11,952.43					11,952.43
Debt Service Reserve Series 2017			$1,795,227.14				1,795,227.14
Revenue Series 2017			14,172.56				14,172.56
Prepayment Series 2017			8,224.40				8,224.40
Deferred Cost Series 2014				$312,178.83			312,178.83
Acquisition/Construction Series 2017					$51,045.24		51,045.24
Deferred Cost Series 2017					158,129.62		158,129.62
Total Current Assets	$115,311.78	$2,013,593.24	$1,817,624.10	$312,178.83	$209,174.86	$0.00	$4,467,882.81
Investments							
Amount Available in Debt Service Funds						$3,831,217.34	$3,831,217.34
Amount To Be Provided						53,863,782.66	53,863,782.66
Total Investments		$0.00	$0.00	$0.00	$0.00	$57,695,000.00	$57,695,000.00
Total Assets	$115,311.78	$2,013,593.24	$1,817,624.10	$312,178.83	$209,174.86	$57,695,000.00	$62,162,882.81
Liabilities and Net Assets							
Current Liabilities							
Accounts Payable	$39,589.67						$39,589.67
Deferred Revenue	40,916.72						40,916.72
Total Current Liabilities	$80,506.39	$0.00	$0.00	$0.00	$0.00	$0.00	$80,506.39
Long Term Liabilities							
Revenue Bonds Payable - Long-Term						$57,695,000.00	$57,695,000.00
Total Long Term Liabilities		$0.00	$0.00	$0.00	$0.00	$57,695,000.00	$57,695,000.00

Celebration Pointe CDD No. 1
Statement of Financial Position
As of 2/28/2021

	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 Liabilities	$80,506.39	$0.00	$0.00	$0.00	$0.00	$57,695,000.00	$57,775,506.39
Net Assets							
Fund Balance - Unreserved	$79,736.58						$79,736.58
Net Assets, Unrestricted	(4,253.26)						(4,253.26)
Net Assets - General Government	(4,970.81)						(4,970.81)
Current Year Net Assets - General Government	(35,707.12)						(35,707.12)
Net Assets, Unrestricted		$2,007,364.07					2,007,364.07
Current Year Net Assets, Unrestricted		6,225.22					6,225.22
Net Assets - General Government		3.95					3.95
Net Assets, Unrestricted			$1,813,910.13				1,813,910.13
Current Year Net Assets, Unrestricted			3,713.97				3,713.97
Net Assets, Unrestricted				$337,211.04			337,211.04
Current Year Net Assets, Unrestricted				(32.21)			(32.21)
Net Assets - General Government				(25,000.00)			(25,000.00)
Net Assets, Unrestricted					$235,107.06		235,107.06
Current Year Net Assets, Unrestricted					37.58		37.58
Net Assets - General Government					(25,973.31)		(25,973.31)
Current Year Net Assets - General Government					3.53		3.53
Total Net Assets	$34,805.39	$2,013,593.24	$1,817,624.10	$312,178.83	$209,174.86	$0.00	$4,387,376.42
Total Liabilities and Net Assets	$115,311.78	$2,013,593.24	$1,817,624.10	$312,178.83	$209,174.86	$57,695,000.00	$62,162,882.81

Celebration Pointe CDD No. 1

Statement of Activities

As of 2/28/2021

	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	$18,672.67						$18,672.67
Off-Roll Assessments		$751,020.47					751,020.47
Other Assessments		7,902.57					7,902.57
Inter-Fund Group Transfers In		37.46					37.46
Off-Roll Assessments			$689,403.77				689,403.77
Other Assessments			6,842.46				6,842.46
Inter-Fund Group Transfers In			(37.58)				(37.58)
Inter-Fund Transfers In				($37.46)			(37.46)
Inter-Fund Transfers In					$37.58		37.58
Total Revenues	$18,672.67	$758,960.50	$696,208.65	($37.46)	$37.58	$0.00	$1,473,841.94
Expenses							
Insurance	$2,717.00						$2,717.00
Trustee Services	20,236.52						20,236.52
Management	12,500.00						12,500.00
Dissemination Agent	3,000.00						3,000.00
District Counsel	1,543.50						1,543.50
Assessment Administration	5,000.00						5,000.00
Audit	2,250.00						2,250.00
Postage & Shipping	33.49						33.49
Legal Advertising	149.64						149.64
Web Site Maintenance	800.00						800.00
Dues, Licenses, and Fees	175.00						175.00
Water	921.64						921.64
General Insurance	3,421.00						3,421.00
Property & Casualty	1,632.00						1,632.00
Interest Payments - Series 2014		$752,768.75					752,768.75
Interest Payments - Series 2017			$692,525.00				692,525.00
Total Expenses	$54,379.79	$752,768.75	$692,525.00	$0.00	$0.00	$0.00	$1,499,673.54
Other Revenues (Expenses) & Gains (Losses)							
Interest Income		$33.47					$33.47
Interest Income			$30.32				30.32
Interest Income				$5.25			5.25
Interest Income					$3.53		3.53
Total Other Revenues (Expenses) & Gains (Losses)	$0.00	$33.47	$30.32	$5.25	$3.53	$0.00	$72.57
Change In Net Assets	($35,707.12)	$6,225.22	$3,713.97	($32.21)	$41.11	$0.00	($25,759.03)
Net Assets At Beginning Of Year	$70,512.51	$2,007,368.02	$1,813,910.13	$312,211.04	$209,133.75	$0.00	$4,413,135.45
Net Assets At End Of Year	$34,805.39	$2,013,593.24	$1,817,624.10	$312,178.83	$209,174.86	$0.00	$4,387,376.42

Celebration Pointe CDD No. 1
Budget to Actual
For the period ending 2/28/2021

	Year To Date			Adopted
	Actual	Budget	Variance	Budget FY2021
Revenues				
Developer Contributions	$ 18,672.67	$ 74,520.83	$ (55,848.16)	$ 178,850.00
Net Revenues	**$ 18,672.67**	**$ 74,520.83**	**$ (55,848.16)**	**$ 178,850.00**
General & Administrative Expenses				
Engineering Fees	$ -	$ 833.33	$ (833.33)	$ 2,000.00
Trustee Fees	20,236.52	10,416.67	9,819.85	25,000.00
District Management Fees	12,500.00	12,500.00	-	30,000.00
Assessment Administration	5,000.00	6,250.00	(1,250.00)	15,000.00
Reamortization Fees	-	208.33	(208.33)	500.00
District Counsel Fees	1,543.50	10,416.67	(8,873.17)	25,000.00
Audit Fees	2,250.00	2,750.00	(500.00)	6,600.00
Property Appraiser	-	31.25	(31.25)	75.00
Bond Dissemination Agent	3,000.00	1,458.33	1,541.67	3,500.00
Travel & Per Diem	-	416.67	(416.67)	1,000.00
Conference Calls	-	20.83	(20.83)	50.00
Mailing Expenses	33.49	208.33	(174.84)	500.00
D&O Insurance	2,717.00	1,208.33	1,508.67	2,900.00
General Insurance	3,421.00	1,500.00	1,921.00	3,600.00
Property Insurance	1,632.00	1,414.58	217.42	3,395.00
Printing & Binding	-	177.08	(177.08)	425.00
Legal Advertising	149.64	2,083.33	(1,933.69)	5,000.00
Miscellaneous (related to rental income)	-	6,250.00	(6,250.00)	15,000.00
Dues, Licenses & Fees	175.00	127.08	47.92	305.00
Property Taxes	-	3,500.00	(3,500.00)	8,400.00
Electric	-	833.33	(833.33)	2,000.00
Water	921.64	1,666.67	(745.03)	4,000.00
Dumpster	-	916.67	(916.67)	2,200.00
Hurricane Cleanup	-	4,166.67	(4,166.67)	10,000.00
Website Maintenance	800.00	1,000.00	(200.00)	2,400.00
Landscaping Maintenance & Material	-	4,166.67	(4,166.67)	10,000.00
Total General & Administrative Expenses	**$ 54,379.79**	**$ 74,520.83**	**$ (20,141.04)**	**$ 178,850.00**
Net Income (Loss)	**$ (35,707.12)**	**$ -**	**$ (35,707.12)**	**$ -**