



Celebration Community Development District

March 23, 2026

Agenda Package

313 CAMPUS STREET
CELEBRATION, FLORIDA 34747

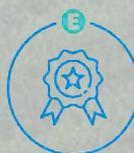
CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY

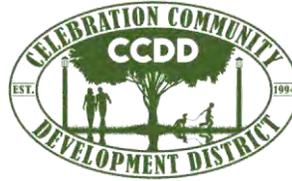


RESPECT

Celebration Community Development District

Board of Supervisors:

Tom Touzin, Chairman
David Hulme, Vice Chairman
Greg Filak, Assistant Secretary
Shel Hart, Assistant Secretary
Jack McLaughlin, Assistant Secretary



Staff:

Kerry Satterwhite, District Manager
Jan Carpenter, District Counsel
Jay Lazarovich, District Counsel
Mark Vincutonis, District Engineer
Russell Simmons, Field Manager
Diana Lopez, Accountant
Melissa Williams, Administrative Assistant III

Meeting Agenda Monday, March 23, 2026 – 5:00 p.m.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Motion to approve the agenda**
4. **Audience Comments – Three- (3) Minute Time Limit**
5. **Third Party Representatives**
 - A. Representative Spencer
 - B. CROA
 - C. Sheriff
6. **Staff Reports**
 - A. Field Inspection Report
 - i. March 2026 Report.....Page 5
 - B. Vendor Reports
 - i. United Landscape
 - ii. Premier Lakes.....Page 17
 - iii. Clarke
 - iv. Mattamy Homes
 - C. District Engineer
 - i. March 2026 Report
 - ii. Alley Paving
 - D. District Counsel
 - i. Letter to Georgetown Condos Sidewalk Repair.....Page 28
 - ii. Annual Reminder of Supervisor Legal Obligations.....Page 43
 - E. District Manager
7. **Business Items**
 - A. Discussion of Boat Rental Proposal for Lake Reinhard
 - B. Discussion of Sign Removal
 - C. Acceptance of Inframark Annual Evaluation Forms for Public Record.....Page 57
8. **Consent Agenda**
 - A. Consideration of Minutes from the February 24, 2026 meeting.....Page 68
 - B. Consideration of February 2026 Financials.....Page 76
 - C. Consideration of February 2026 Check Register.....Page 95
9. **Supervisor Requests**
10. **Audience Comments – Three- (3) Minute Time Limit**
11. **Adjournment**

The next meeting is scheduled for April 6, 2026, at 5:00 p.m.

District Office:
313 Campus Street
Celebration, FL 34747
407-566-1935

Meeting Location:
In person: 313 Campus Street, Celebration, FL Page 3

6Ai

March 2026 Field Report



Celebration Community Development District Field Management Report

PROJECT 2/27/26, 11:01 AM

Friday, February 27, 2026

Prepared For Celebration CDD

17 Items Identified

Russ Simmons -Field Manager Celebration
Inframark





Item 1

Assigned To CDD

Repairing irrigation persimmons street



Item 2

Assigned To CDD

More of the same



Item 3

Assigned To CDD

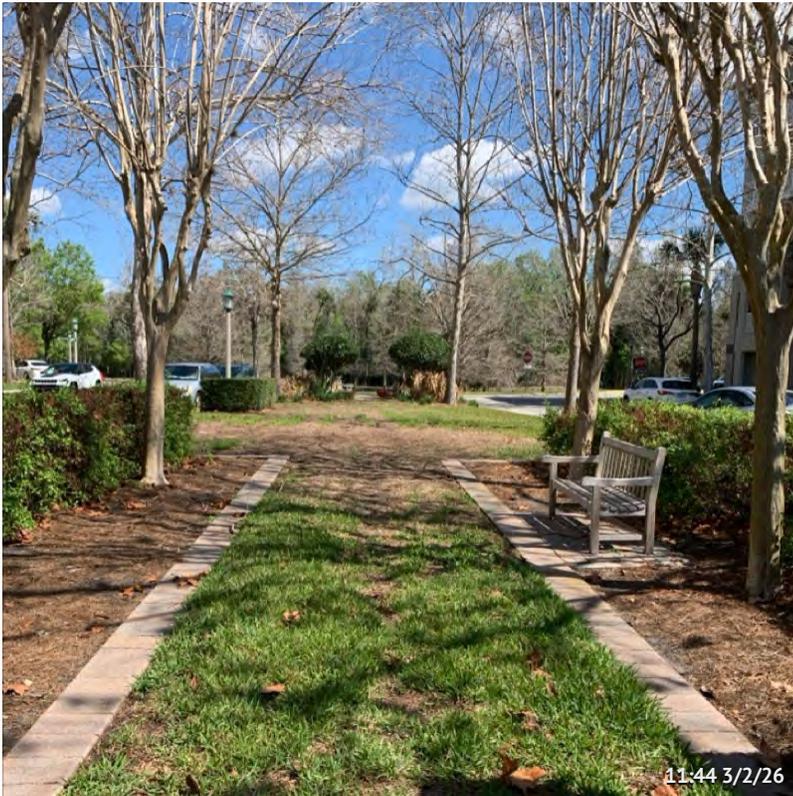
Size of root behind sidewalk



Item 4

Assigned To Premier

Spring lake south



Item 5

Assigned To Benchmark
Sod looks bad Artisan condo



Item 6

Assigned To Benchmark
Might be lack of sun when trees full bloom



Item 7

Assigned To Benchmark
Might be lack of sun other side park
looks fine gets full sun



Item 8

Assigned To ?
716 golf park



Item 9

Assigned To Premier

Need to spray grasses Island Village



Item 10

Assigned To CDD

Put new axel under trailer



Item 11

Assigned To CDD

Sidewalk repairs on Jasmine Street



Item 12

Assigned To CDD

Roots are too big for sawsaw and 12” blades needed stump grinder



Item 13

Assigned To CDD

Franklin pressure washing north Village wall



Item 14

Assigned To CDD

Installed 16 strands of wire 9500' from flags to campus street



Item 15

Assigned To CDD

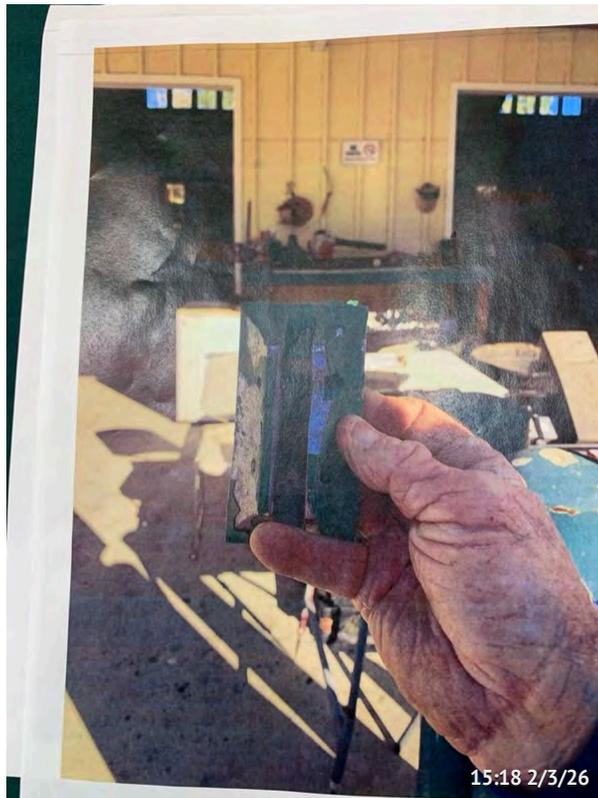
Asked to fix curb Artisan condo roundabout I said no there contractors damaged to curb



Item 16

Assigned To CDD

Lose board fixed aquilla



Item 17

Assigned To CDD

Replacing some street signs the screws are locked up 1 of 4 out of approximately 32 signs 10 blade sign brackets cost 6100.00

6Bii

March 2026 Aquatics Report



Celebration CDD

Aquatics Report

3/13/2026

www.premierlakesfl.com

CustomerSupport@PremierLakesFL.com

844-Lakes-FL (844-525-3735)



LV6



Comments:

Shoreline grasses observed.

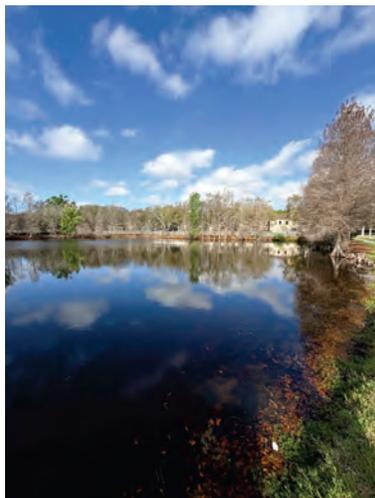
Action Required

Shoreline weed treatment

Target:

Torpedo Grass

LV7



Comments:

Minor bottom filamentous algae observed.

Action Required

Algae Treatment

Target:



SV19



Comments:

This lake is in good condition.

Action Required

Routine Maintenance

Target:

SV9



Comments:

Algae Bloom observed. A mix of filamentous and planktonic algae.

Action Required

Algae Treatment

Target:

Filamentous and planktonic algae.



SV11



Comments:

Algae bloom observed, but appears to have been recently treated. Beginning to decay.

Action Required

Continue to monitor and retreat as necessary.

Target:

Filamentous Algae.

SV12



Comments:

This lake is in good condition.

Action Required

Routine Maintenance.

Target:



SV13



Comments:

Algae bloom observed, but appears to have been recently treated. Beginning to decay.

Action Required

Continue to monitor and retreat as necessary.

Target:

Filamentous Algae

SV21A



Comments:

Scattered algae bloom observed, but appears to have been recently treated. Beginning to decay.

Action Required

Continue to monitor and retreat as necessary.

Target:

Filamentous Algae



SV25A



Comments:

Minor bottom algae observed.

Action Required

Algae Treatment

Target:

Filamentous Algae

SV18



Comments:

This lake is in good condition.

Action Required

Routine Maintenance

Target:



SV17



Comments:

Grass Clippings observed in the pond. Appears to be a brown protein scum mixed in the clippings from decaying vegetation. The pond is in good condition otherwise.

Action Required

Routine Maintenance

Target:

SV26



Comments:

Algae bloom observed, but appears to have been recently treated. Beginning to decay.

Action Required

Follow-up Treatment

Target:

Filamentous Algae



SV27



Comments:

Bottom algae with some beginning to surface.

Action Required

Algae Treatment

Target:

Filamentous Algae

SV28



Comments:

Minor Duckweed observed.

Action Required

Floating Weed Treatment

Target:

Duckweed



LV8



Comments:

Algae bloom Observed. Littoral plants in the shelf appear to be doing great.

Action Required

Algae Treatment

Target:

Filamentous Algae

CV2E



Comments:

Minor planktonic algae blown into the cove near the hotel.

Action Required

Algae Treatment

Target:

Planktonic Algae



Management Summary

Now that the water temperatures are rapidly rising, we are seeing a significant increase in algae growth. With Celebrations high nutrient levels, combined with warmer waters, we should expect to see increased growth over the coming months and into the summer. We will continue to proactively and aggressively treat the algae as it appears.

There is some minor shoreline grasses beginning to appear in areas that will require treatment. Submerged vegetation is minimal.

We appreciate your continued trust and business!

6Di

**Letter to Georgetown Condos Sidewalk
Repair**



MICHAEL J. BEAUDINE
 JAN ALBANESE CARPENTER
 CATHERINE R. CHOE
 DANIEL H. COULTOFF
 SARAH M. DINON
 JENNIFER S. EDEN
 LENA R. FUCILE
 DOROTHY F. GREEN
 BRUCE D. KNAPP
 PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400
 ORLANDO, FLORIDA 32801
 POST OFFICE BOX 3353
 ORLANDO, FLORIDA 32802
 TELEPHONE: (407) 481-5800
 FACSIMILE: (407) 481-5801
WWW.LATHAMLUNA.COM

JAY E. LAZAROVICH
 JUSTIN M. LUNA
 LORI T. MILVAIN
 ROBERT J. PETILLO
 L. WILLIAM PORTER, III
 BRANDON E. POWNALL
 CHRISTINA Y. TAYLOR
 KRISTEN E. TRUCCO
 DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5872
 EMAIL : JCARPENTER@LATHAMLUNA.COM

March 6, 2026

VIA FEDEX & E-MAIL

Georgetown at Celebration Condominium Association, Inc.
 300 Magnolia Ave.
 Celebration, Florida 34747
 Attn: Michelle Lott, Manager

Becker & Poliakoff, P.A.
 Registered Agent
 390 N. Orange Ave. Suite 2400
 Orlando, Florida 32801

Re: Celebration Community Development District
 Demand for reimbursement of repairs for damage to District sidewalks

Dear Ms. Lott:

Please be advised that our firm serves as District Counsel to the Celebration Community Development District, an independent special purpose government (the "District") in which Georgetown at Celebration Condominiums (the "Georgetown Property") is located. The District is the owner of the sidewalks within the area, including those around and within the Georgetown Property. As owner, the District is responsible for assuring the maintenance of the sidewalks in the District to ensure public safety and avoid costly lawsuits.

The District became aware of damage to the sidewalks in front of the Georgetown Property caused by equipment lifts(s) operating on and around the area which were used as part of the painting activities at the Georgetown Property, as shown in the attached photos. The District has made costly repairs to restore the damaged sidewalk panels to avoid injury to the public and related damages. District staff repaired 51 eight-foot by eight-foot sidewalk panels along Celebration Blvd. adjacent to the Georgetown Property. The District identified 35 eight-foot by eight-foot sidewalk panels on Celebration Blvd. that were damaged by equipment lifts; it is clear the damage was caused by the lifts and not tree roots, as there are no trees present in the areas where this damage occurred. Although the District repaired more than the 35 sidewalk panels, we are limiting this demand to only those 35 panels where it is obvious, without question, that the damage was caused by the equipment lifts. The District incurred costs of at least \$21,000 to repair the 35

LATHAM, LUNA, EDEN & BEAUDINE, LLP

GEORGETOWN CONDOMINIUM

March 6, 2026

Page 2

sidewalk areas, being only a part of the cost to repair sidewalks in or around the Georgetown Property. This cost includes removing broken panels, framing and pouring concrete. Additional man-hours were spent removing grass/ tree roots, as applicable, and repairing and/or replacing irrigation.

In addition to the damage claims, the District has a formally adopted Rule 2024-13 related to the use of the District's sidewalks for construction or maintenance uses. A copy of the Rule is attached for your information. The District has not been advised of any work at the Georgetown Property, nor did you comply with the requirements of the Rule by providing a Use Notice or Deposit for the use of the District's property. A Rule is a regulation of a Florida government and compliance is required by all landowners in the District.

You are hereby demanded to reimburse the District within ten (10) days of your receipt of this letter. The District cannot allow any sidewalk to remain in a damaged condition, so as to cause a possible hazard to the public (and for which you could be responsible for substantial damages for any personal injury lawsuit filed against the District relating to the sidewalks.

The District has a number of legal remedies available to it to resolve this issue, but we hope this can be resolved quickly and amicably. This letter is not intended to waive or modify any rights or remedies of the District.

Please call me or Jay Lazarovich of my office, if you have questions or if you need information on where or to whom the reimbursement for damages needs to be submitted.

Sincerely,

/s/ Jan Carpenter

Jan A. Carpenter
*Counsel for Celebration
Community Development District*

cc: Kerry Satterwhite, District Manager (*via e-mail*)
Board of Supervisors of the Celebration CDD
Jay Lazarovich, Esq.

Enclosure

LATHAM, LUNA, EDEN & BEAUDINE, LLP

GEORGETOWN CONDOMINIUM

March 6, 2026

Page 3



LATHAM, LUNA, EDEN & BEAUDINE, LLP

GEORGETOWN CONDOMINIUM

March 6, 2026

Page 4

**Copy of Celebration Community Development District
Rule 2024-13 attached**

RESOLUTION NO. 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING A RULE GOVERNING SIDEWALK, ALLEY AND OTHER DISTRICT PROPERTY USE FOR MAINTENANCE OR CONSTRUCTION WORK; PROVIDING FOR DEPOSITS AND REIMBURSEMENT FOR DAMAGE OR REPAIRS TO DISTRICT PROPERTY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

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

WHEREAS, the District owns and operates certain real and personal property used by the public, including, but not limited to, sidewalks, alleys, boardwalks, passive parks, green spaces, stormwater ponds, verges, etc. (hereinafter, the “District Property”);

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to adopt rules and orders pursuant to the provisions of Chapter 120, *Florida Statutes*, prescribing the conduct of the business of the District;

WHEREAS, the District has complied with the provisions of Chapter 120 and Section 190.035, *Florida Statutes*, advertised and conducted a public hearing to address a proposed Rule Governing Sidewalk, Alley and other District Property Use for Maintenance or Construction Work establishing a process for the use of District property and recovery of costs for damage or repairs (the “Rule”) attached hereto as Exhibit “A”, which includes a deposit schedule for the use of District Property for construction, maintenance and repairs by landowners, and has further requested public input addressing the rule regarding use of District Property; and

WHEREAS, the Board finds that the Rule and fee schedule set forth in Exhibits “A” and “B” attached hereto and incorporated herein, including the imposition of deposits and the reimbursement of costs for the use of District Property, is necessary in order to provide for the orderly operation of the District and to cover the expenses associated with the use of the District Property, without which said costs would be borne by the District and its landowners; and

WHEREAS, the Board further finds that the deposits and recovery of costs are just, equitable and uniform for users of the same class having been based upon (i) the amount of use; (ii) the average size of the real property which is served by the District Property; and (iii) other factors affecting the use of the District Property furnished.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT, OSCEOLA COUNTY, FLORIDA:

Section 1. Adoption of Fee Schedule/Deposits/Recovery of Costs and Rule. The fee schedule/deposit amounts are just and equitable and have been based upon (i) the amount of use; (ii) the average size of the real property which is served by the District Property; and (iii) other factors affecting the use of the District Property furnished. The deposits and Rule for use of the District Property, are hereby adopted in accordance with Exhibit “A” and Exhibit “B” are hereby ratified, approved and confirmed. The deposits and Rule are hereby adopted to provide for the orderly maintenance of the District Property and are in the best interest of the District.

Section 2. Prior Fee Schedules/Deposits and Rules. Any fee schedule/deposits, rules, or policies established by the District prior to the effective date of this Resolution and pertaining to the use of the District Property are hereby superseded by this Resolution.

Section 3. Severability. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or ineffective for any reasons, the remainder of this Resolution shall continue in full force and effective, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Celebration Community Development District this 27th day of August, 2024.

BOARD OF SUPERVISORS OF THE
CELEBRATION COMMUNITY DEVELOPMENT
DISTRICT, a Florida community development
district

ATTEST:



Print: Angel Montagna
Secretary/Asst. Secretary

By: Tom Touzin

Print: Tom Touzin
Chairman/Vice-Chairman

EXHIBIT "A"**RULE GOVERNING SIDEWALK, ALLEY AND OTHER DISTRICT PROPERTY USE
FOR MAINTENANCE OR CONSTRUCTION WORK****Celebration Community Development District*****Rule Governing Sidewalk, Alley and other District Property Use
for Maintenance or Construction Work***

Law Implemented: ss. 120.69, 190.011, 190.012, Florida Statutes, (2023)

Effective Date: August 27, 2024

In accordance with Chapters 190 and 120, Florida Statutes, and on August 27, 2024, at a duly noticed public meeting, the Board of Supervisors of the Celebration Community Development District (the "Board") adopted the following rule to govern the maintenance, operation and use of the Celebration sidewalks, alleys and other public property for construction and maintenance uses by landowners and their contractors, agents and other third parties. Any and all prior rules/policies of the District governing this subject matter are hereby rescinded.

1. **INTRODUCTION & FINDINGS.** This Rule Governing Sidewalk, Alley and other District Property Use for Maintenance or Construction Work ("**Rule**") addresses the maintenance, operation and use of the sidewalks, alleys, verges and other property owned by the Celebration Community Development District for construction and maintenance uses by landowners and their contractors, agents and other third parties. The following findings are made and determined, and incorporated herein as the factual basis for this Rule:

a. The Celebration Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("**Act**"), by Chapter 42Q-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission effective March 29, 1994.

b. Pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, sidewalks, roads, alleys, recreational areas, stormwater systems, verge areas, open space and related property and improvements.

c. Section 190.012(3), Florida Statutes, specifically provides the District with the authority to:

"adopt and enforce appropriate rules following the procedures of Chapter 120, in connection with the provision of one or more services through its systems and facilities;"
and

d. The District constructed and maintains certain public sidewalks, verges (the lawn area from curb to sidewalk) alleys, green spaces, stormwater ponds and other public real property and improvements (together, "**District Property**") adjacent to commercial properties, residential lots and condominium, apartments and townhome developments located within the District.

e. Landowners and associations are constructing, making repairs and performing maintenance on their buildings and landscaping, which construction, maintenance and repairs are causing damage to the

District Property through the use of equipment, lifts, trucks, machinery, automobiles, personnel, etc., being placed on or travelling over the District Property.

f. It is in the best interest of the District to establish a rule for addressing the use of the District Property by landowners and their contractors, agents and other third parties and for a process for notice, deposits and the reimbursement for damage or repairs required by such use of the District Property.

2. **LICENSE FOR USE.** Owners of commercial properties, residential lots and condominium, apartments and townhome developments, and associations (as applicable, **“Responsible Party”**), when construction, repairs or maintenance is required on their property or the improvements thereon, shall file a notice for a LICENSE FOR USE of the District Property which may be impacted by the use of equipment, lifts, trucks, machinery, automobiles, personnel, etc., used for the construction, repairs or maintenance of the Responsible Party’s improvements or property (the **“Use”**).

a. For each proposed Use, a License for Use Notice (a **“Use Notice”**) must be completed and submitted by the Responsible Party to the District Manager at the District office, which is currently located at:

Celebration Community Development District
 c/o District Manager
 313 Campus Street,
 Celebration, Florida, 34747
 Telephone: 407-566-1935.
 Email: admin@celebrationcdd.org

b. Use Notices must be filed not more than one hundred eighty (180) days before and not less than sixty (60) days before the date and time at which the proposed Use is intended to occur; provided, however, that for good cause shown (such as an emergency repair), the District may waive the maximum and minimum filing periods and may accept a Use Notice filed within a longer or shorter period.

c. Use Notices will be reviewed by the District Manager, who has the authority to approve complete, routine Use Notices and issue approvals for such Uses. The District Manager has the sole, absolute discretion to determine which Use Notices are **“routine”** and which are **“non-routine;”** all Responsible Parties agree, by their submission of a Use Notice, to defer to the District Manager’s determination.

The District Manager will refer any non-routine Use Notices to the Board for review at the next regularly scheduled Board meeting. The District may, after due consideration for the date, time, place and nature of the proposed Use, elect to reject, approve, or conditionally approval the Use Notice.

d. Each Use Notice shall be accompanied by cash or check(s) constituting a **“Use Deposit,”** which Use Deposit shall be paid in the applicable amount set forth below and handled pursuant to this Rule:

1. Rate/Deposit Schedule:

<u>Building Type:</u>	<u>Deposit:</u>
Residential Lot/townhome	\$ 250.00
Home Business District Lots	\$ 500.00
Nonresidential Business (includes churches, schools, etc.)	\$1,000.00
Condominium, Apartment, or Townhome Development	\$ 1,500.00

2. Upon request, the District will provide an invoice or other notice of the required Use Deposit to the Responsible Party.
 3. The District shall take photos of the condition of the District Property prior to the District's consideration of the Use Notice to document the "before" condition of the District Property. The Responsible Party, by submitting the Use Notice, agrees that these photos are representative of the condition of the District Property prior to the start of the Use.
 4. For any Use Notice that is not approved, the Use Deposit shall be refunded to the Responsible Party. The Use Deposit will be retained by the District Manager until such time as all the District's costs pursuant to this Rule for which the Responsible Party is obligated to reimburse or pay the District have been satisfied as provided in subsection (h). If the Responsible Party does not pay such costs within fourteen (14) days after the District has billed the Responsible Party for the cost thereof, which bill shall include an itemized statement as to the costs incurred by the District, the District shall apply the Use Deposit to said costs and remit any remainder to the Responsible Party. If the Use Deposit is insufficient to pay such cost, the District may seek any remedy against the Responsible Party available at law or equity, including referring the matter to the District Attorney or third-party collection agency, and the Responsible Party shall reimburse and be responsible for such additional attorneys' or collections agents' cost and fees. Failure to pay such fees and cost may prohibit the Responsible Party or its affiliate from applying for any future Use Notices.
- e. The Responsible Party shall be fully responsible for the care, condition, maintenance, repair and replacement of any District Property that is damaged or removed, including the replacement of sidewalk panels which are cracked or otherwise damaged, and the replacement of sod and landscaping to any altered area(s) of the District Property.
- f. The District, by adopting this Rule, does not represent that the District has authority to provide any other necessary approvals relating to the Use. Instead, the Responsible Party shall be responsible for obtaining any and all District approvals (including association architectural review, where applicable). The Responsible Party is responsible for ensuring that the construction, maintenance or repair work on their property, as well as the construction, maintenance or repair work affecting or on the District Property is conducted in compliance with all applicable laws, codes, regulations and ordinances, and is properly permitted by Osceola County and other regulatory agencies, as necessary. The Responsible Party is responsible for locating and identifying any and all improvements and utilities on the District Property that may be affected by the proposed Use.
- g. The Responsible Party shall ensure that the Use does not damage any District Property or any third party's property.
- h. After the work at the site is completed, the Responsible Party must advise the District and the District shall take photos of the condition of the District Property to document the "after" condition of the District Property. The Responsible Party agrees that these photos shall be representative of the condition of the District Property after the completion of the Use.

If damage to the District Property is apparent through a visual inspection by the District's staff or through a review of the "after" photographs, the District shall provide the Responsible Party with an itemized list of repairs needed to restore the District Property to its original condition (the "**Repair Notice**"). If such repairs are not made and their completion approved by the District within 30 days of the Repair Notice, the District shall obtain or prepare a cost estimate and submit it to the Responsible Party for reimbursement to the District and the District shall perform or have performed such repairs.

The Responsible Party shall pay such costs, plus an administrative fee to the District within fifteen days (15) days of the sending of the notice to the District Office by overnight delivery service or by email. Failure of the Responsible Party to pay such costs and fee shall result in a lien upon the Responsible Party's property and may be collected by any applicable legal action. The District may also elect to collect such costs plus its attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law. Additionally, if any person is found to have committed any violation of this Rule, such person may additionally be subject to any applicable legal action, civil, or criminal in nature.

3. **RESERVATIONS.** Without notice, the District may maintain, repair, replace or remove, any improvements or equipment, etc., on the District Property or otherwise take any actions, to address any issues within the District Property that endanger the health, safety, or welfare of the District's residents/landowners or the general public. In such case, the District is not responsible for any cost or damage to the Responsible Party or the Responsible Party's property as result of the actions or removals.

4. **INDEMNIFICATION.** The Responsible Party agrees to indemnify, defend, and hold harmless the District, as well as any officers, supervisors, managers, employees, staff members, lawyers, engineers, agents, and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the rights granted hereunder.

5. **NOTICE.** This Rule, and all rights and obligations contained herein, shall run with the land and be deemed appurtenant to all lands within the District. The District shall record a notice in the public records of Osceola County, Florida informing third parties of the existence of this Rule.

6. **SOVEREIGN IMMUNITY.** Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

8. **AMENDMENTS; WAIVERS.** The District in its sole discretion may amend or rescind this Rule, including any license or other rights granted hereunder, at any time and without further notice. Further, the District, by vote at a public meeting, may elect in its sole discretion at any time to grant waivers to any of the provisions of this Rule on a case-by-case basis, and, where doing so, is in the best interest of the District.

EXHIBIT A

CELEBRATION CDD DISTRICT PROPERTY USE NOTICE

Notice for use must be filed not more than one hundred eighty (180) days before and not less than sixty (60) days before the date and time at which the proposed construction or maintenance is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), may waive the maximum and minimum filing periods and may accept a notice filed within a longer or shorter period. The CCDD may, after due consideration for the date, time, place, and nature of the construction or maintenance and the probable use of or damage to the District's property in connection therewith, elect to reject or approve this Notice. The terms, conditions and requirements of the CCDD's Rule are incorporated into this Notice.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: _____

Property Address: _____ Phone: _____

_____ Email: _____

Date(s) of work: _____ TIMES—Start: _____ End: _____

Nature of construction, repair or maintenance (including the type(s) of activities which will occur on applicant's property): _____

Type of building: Single Family Residence: ___ Commercial Building: ___ Condominium: ___ Townhome: ___ Other: _____

Number of workers and type of equipment and/or vehicles expected to be used: _____

Area(s) of District Property to be used (attach sketch and/or legal description): _____

Will any sidewalks or alleys be closed? If yes, attach sketch to identify location(s): _____

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? ___ If yes, describe use: _____

Provider or description of debris and trash removal: _____

FEES: Applicant had included with this Notice, the required Use Deposit. Further, Applicant agrees that additional fees and expenses as well as costs to repair damage may be incurred by the Applicant in accordance with the CCDD District Property Use Rule.

AGREEMENT: By submission of this Notice, the Applicant acknowledges that it has received a copy, has read and understands the CCDD District Property Use Rule, and agrees to abide by such policy.

Signed by Applicant:

Date: _____

Signature _____

Print Name: _____

Title: _____

Received by: _____

Celebration CDD

Deposit Received: \$ _____

Approved by: _____

ADDITIONAL RULES AND REGULATIONS FOR USE NOTICE

1. No permanent structures are permitted within the District Property.
2. No digging activities are permitted within the Area.
3. Site shall be restored as closely as possible to the original condition through grading, sodding and for relandscaping of District Property used, as applicable. Clearing of small plant material is unacceptable. Sidewalks and alleys shall be repaired of all cracks or other imperfections.
4. Applicant shall coordinate all activities with the CCDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
5. Applicant shall notify the CCDD of sidewalk or alley closures, at least 3 business days in advance of any proposed closing.
6. Applicant must obtain appropriate permits from Osceola County related to the work associated with this notice.
7. The Celebration Community Development District shall be named as additional insured on all contractors' general liability insurance policy, with a minimum limit of \$500,000, combined single limit per occurrence, protecting it and the CCDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the work. A copy of the insurance certificate shall be provided to the CCDD at least fourteen (14) days prior to the work or the commencement of any work.
8. Applicant shall not use the CCDD's utilities (electric, water, reuse, wastewater) for any purpose without previous written consent from the CCDD.
9. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
10. Applicant shall provide all trash and debris removal.
11. Applicant shall at all times comply with the provision of the CCDD Rule regarding the Use of District Property as may be amended from time to time.
12. Applicant agrees to contact the CCDD and advise as to the date of the completion of work, to allow the CCDD to take photos of the CCDD property.

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT “B”

FEE SCHEDULE/DEPOSIT SCHEDULE ADOPTED BY RULE

Each District Property Use Notice shall be accompanied by cash or check(s) for a “Use Applicant Deposit,” which Use Applicant Deposit shall be paid in the applicable amount set forth below and handled pursuant the terms and conditions of the Special Event Policy:

1. Fee Schedule/Deposit Schedule:

<u>Property Type</u>	<u>Cost</u>
Residential Lot/townhome	\$ 250.00
Home Business District Lots	\$ 500.00
Nonresidential Business (includes churches, schools, etc.)	\$ 1,000.00
Condominium, Apartment, or Townhome Development	\$ 1,500.00

2. Fee Schedule for Recovery Costs for Damage or Repair of District Property:

The District shall invoice the landowner the actual cost of repairs to remedy damage to the District Property caused by the use of such property. The District shall include an administrative fee of up to 5% of the invoice amount to cover District employee time for gathering quotes and supervising the work.

ORIGIN ID:ORLA (407) 481-5800
SARA MYERS
LATHAM/LUNA EDEN & BEAUDINE LLP
207 S ORANGE AVE
SUITE 7400
ORLANDO, FL 32801
UNITED STATES US

SHIP DATE: 06MAR26
ACTWTGT: 1.00 LB
CAD: 113474341INET4535

BILL SENDER

TO MICHELLE LOTT, MANAGER
GEORGETOWN AT CELEBRATION CONDO
300 MAGNOLIA AVE.

58KJ2/D126/484B

CELEBRATION FL 34747
(407) 481-5821
REF: 2374-001

PO: CELEBRATION CRD

DEPT:



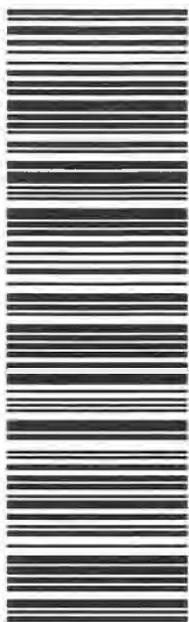
J261026012001uv

TRK# 8893 7801 1536
0201

MON - 09 MAR 5:00P
STANDARD OVERNIGHT

33 ISMA

FL-US MCO 34747



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

6Dii

**Annual Reminder FL Supervisor Legal
Obligations**



LATHAM, LUNA,
EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
CATHERINE R. CHOE
DANIEL H. COULTOFF
SARAH M. DINON
JENNIFER S. EDEN
LENA R. FUCILE
DOROTHY F. GREEN
BRUCE D. KNAPP
PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801
WWW.LATHAMLUNA.COM

JAY E. LAZAROVICH
JUSTIN M. LUNA
LORI T. MILVAIN
ROBERT J. PETILLO
L. WILLIAM PORTER, III
BRANDON E. POWNALL
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

To: CDD Board of Supervisors
From: District Counsel (Jan Albanese Carpenter, Esq., Kristen Trucco, Esq. & Jay Lazarovich, Esq.)
Regarding: Reminder Regarding Florida Laws for CDD Board of Supervisors
Date: February 2026

I. Sunshine Law

- CDD Board of Supervisors (“Supervisors”) are required to comply with Florida’s Sunshine Law.
- All decisions of the CDD must be held “in the Sunshine,” meaning at a CDD Board meeting that meets the following three requirements: (1) open to the public; (2) minutes must be promptly recorded and open to public inspection; and (3) reasonable notice of meetings must be provided.
- This means that outside of a CDD Board meeting, two or more Supervisors **must not** discuss any matter on which foreseeable action will be taken by the CDD Board. This applies to in-person, “liaison” and “virtual” discussions, including text messages, emails, telephone calls, online postings (SOCIAL MEDIA) and any other means of communication between Supervisors (could even include reacting to a public post on social media).
- Supervisors should also be careful not to speak about CDD business in public forums (where other Supervisors may be present) in order to avoid a Sunshine Law violation.
- Supervisors are not permitted to “negotiate” on behalf of the CDD nor speak on behalf of the CDD.
- Penalties for violating the Sunshine Law are serious and include (but are not limited to): removal from office, criminal conviction, jail time, fines, attorneys’ fees, etc.** Aside from a possible Sunshine Law violation, any negotiations or work by a Supervisor on behalf of the CDD poses the potential for personal liability (as such actions would be outside the scope of a Supervisor’s authority).
- ***Recent Case Law:** *see Parris v. State attached, wherein two Council members served jail time for a Sunshine Law violation. In his opinion, Judge Ciklin noted:*

Whether two or more officials privately discuss, in any manner whatsoever, a foreseeable issue of any magnitude, inside the other's office or at a coffee shop or in the spectator audience of a child's soccer match or at a statewide education conference or by quick text

or whether they do so through surrogates (such as aides, friends, relatives, other government officials) or whether, as in this case, they decide to spontaneously convene an unannounced rally or meeting, so long as two or more are involved, these are all distinctions without a difference. And every individual unauthorized private discussion between two or more officials along the way constitutes an individual statutory crime

against each person with each separate charge carrying a possible penalty of 60 days in the county jail. Plus a \$500 fine. Plus substantial court costs. Plus six months of probation. Per act. And notably, in the State of Florida, no statutory sentencing guidelines exist for these types of crimes and consecutive jail sentences and consecutive probationary periods are permitted and within the unfettered discretion of the trial judge.

Meetings of two or more fellow government officials who are subject to the Sunshine Law are not allowed if any words of any type pertaining to any possible foreseeable issue will be communicated in any way unless they are open to the public to whom reasonable notice has been provided.

-Best practices: (1) utilize Board meetings for discussions with other Supervisors; (2) no decision making/negotiating outside a Board meeting by Supervisor; (3) refrain from posting about CDD business online and responding/reacting to matters online related to CDD business.

II. Public Records Law

-Under Florida's Public Records Law, the public is guaranteed a right to access government records.

-Includes **all materials** (i.e., documents, emails, text messages, sound recordings, films, maps, books, photographs, tapes, etc.) made or received in connection with the official business of the CDD.

-You are required to keep records for the time period set by the Division of Library Information Services of the Florida Department of State. The Records Schedule is accessible at the following URL: <https://files.floridados.gov/media/706717/gsl-sl-june-2023.pdf>.

-Examples of exemptions: (1) materials related to security and/or fire safety of a facility (including video surveillance and security details); and (2) materials related to active criminal investigations.

-Best Practices: (1) in-person discussions (except with other Board members); (2) use or create a separate email account for CDD related materials; (3) avoid posting on social media about CDD business (posts can be removed/edited by users and website).

-Penalties for violating the Public Records Law are serious and include (but are not limited to): removal from office, misdemeanor or felony charge (depending on offense), fines, etc.

III. Code of Ethics for Public Officials

a. "GIFTS LAW"

-BENEFIT TO YOU: public officials are prohibited from accepting or asking for anything of value based upon an understanding that such thing will influence the official's vote, official action or judgment. Section 112.313(2), *Florida Statutes*.

-BENEFIT TO SPOUSE/MINOR CHILDREN: a public official, their spouse and minor children are prohibited from accepting anything of value when the public official knows, or under the circumstances

February 2026

should know, that it was given to influence a vote or other official action of the public official. Section 112.313(4), *Florida Statutes*.

-DISCLOSURE DUTY: a public official must disclose gifts with a value of more than \$100 to the Commission on Ethics (on Form 9) unless the gift is from a relative or unless the public official pays the donor an amount to reduce the value of the gift to \$100 or less within 90 days of receiving the gift. Section 112.3148(8)(a), *Florida Statutes*.

b. MISUSE OF PUBLIC POSITION

-It is essential to the proper conduct and operation of government that public officials be independent and impartial and that public office **not be used for private gain**. Section 112.311(1), *Florida Statutes*.

-It is declared to be the policy of the state that public officers are agents of the people and hold their positions for the benefit of the public. Such officers are bound to observe, in their official acts, the highest standards of ethics consistent with the code of ethics for public officials and the advisory opinions rendered **regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern**. Section 112.311(6), *Florida Statutes*.

-No public official shall **corruptly**¹ use or attempt to use his/her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit or exemption for himself/herself, or others. Section 112.313(6), *Florida Statutes*.

-A recent constitutional amendment forbids a public officer from abusing “his or her public position in order to obtain a **disproportionate benefit** for himself or herself; his or her spouse, children, or employer; or for any business with which he or she contracts; in which he or she is an officer, a partner, a director, or a proprietor; or in which he or she owns an interest.” Article II, Sec. 8(h)(2), *Florida Constitution*.

-The Commission on Ethics will consider the following in determining whether a benefit, privilege, exemption, or result constitutes a “**disproportionate benefit**”:

(a) Number of persons not related nor in business with the public official who will experience the benefit, privilege, exemption, or result;

(b) Nature of the interests involved;

(c) Degree to which the interests of all those who will experience the benefit, privilege, exemption, or result are affected;

(d) Degree to which the public officer or public employee, his or her spouse, children, employer, or business with which he or she contracts, receives a greater or more advantageous benefit, privilege, exemption, or result when compared to others who will receive a benefit, privilege, exemption, or result;

(e) The degree to which there is uncertainty at the time of the abuse of public position as to whether there would be any benefit, privilege, exemption, or result;

(f) The degree to which the benefit, privilege, exemption, or result is not available to similarly situated persons.

¹ “Corruptly” “means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties.” See Section 112.312(9), *Florida Statutes*. In order to have acted “corruptly,” one must have acted with reasonable notice that the conduct was inconsistent with the proper performance of his/her public duties and would be a violation of the law or Code of Ethics. Mismanagement, waste in government and negligent acts are not sufficient; there must be intentional conduct to benefit oneself or another. Sexual harassment can be a violation.

-WRONGFUL INTENT = REQUISITE INTENT

-Examples: (1) Florida Commission on Ethics found probable cause to believe that a Supervisor misused her public position by using her official CDD email account to send an email endorsing her preferred candidates for the upcoming homeowners association election; and (2) Florida Commission on Ethics opined that use of City business cards by City Commissioners and a City Mayor for private promotion or gain creates a prohibited conflict of interest under Section 112.313(6), *Florida Statutes*. (2) Former Director asked employees to make a dozen business signs for his family business and was billed well below the market rate. The Ethics Commission report notes that he was billed \$142.60 for four of the signs. For comparison, a state investigator received an estimate from another shop that quoted a price of \$1,067. He also routinely mentioned the family business during meetings with fair vendors and sponsors, making some feel obligated to buy from the family business.

c. VOTING CONFLICTS

-A public officer must **not** vote on any measure which would (1) **result in his/her special private gain or loss**; or (2) which the officer knows would result in a special private gain or loss to:

- i. a principal² by whom the officer is retained³;
- ii. a parent organization or subsidiary of a corporate principal by whom the officer is retained;
- iii. a relative (parents, children, spouse, sibling, mother/father-in-law, son/daughter-in-law); and
- iv. a business associate (pursuing common commercial/business pursuit for profit and such pursuit is current and ongoing. Example: business partner, law partner, colleague).

-If you have a voting conflict you should: (1) consult with your CDD's counsel and/or your CDD's District Manager, or your personal attorney; (2) disclose your conflict⁴; and (3) submit the Commission on Ethics Form 8B within 15 days after the vote occurs to your District Manager so that the form can be incorporated into the minutes.

² According to the Commission on Ethics, a "principal" excludes a "government agency" and includes: (1) an employer; (2) a client of a legal, accounting, insurance or other professional practice; and (3) a corporation for which the officer serves as a compensated director.

³ Generally speaking, a "principal by whom retained" means for compensation, consideration or similar thing of value. See Section 112.3143(1)(a), *Florida Statutes* for the full definition.

⁴ Although there may be a slight difference on timing and procedure for disclosure of a voting conflict for "**Elected Officers**" vs. "**Appointed Officers**," it is recommended that the conflict be disclosed prior to any discussion on the matter. Further, we caution that discussions on items on which a Supervisor has a voting conflict could potentially be challenged as a violation of the "Misuse of Public Position" rule in Section 112.313(6), *Florida Statutes*, if the discussion is seen as persuasion or an attempt to influence the Board's position to secure a special benefit for the Supervisor or others. If you have any questions, please contact your CDD's counsel to discuss.



KeyCite Yellow Flag - Negative Treatment

Distinguished by [Burton v. Oates](#), Fla.App. 5 Dist., June 12, 2023
359 So.3d 1178

District Court of Appeal of Florida, Fourth District.

Pamela Rapp PARRIS, Appellant,

v.

STATE of Florida, Appellee.

No. 4D21-2682

|

[April 12, 2023]

Synopsis

Background: Defendant was convicted in the County Court, Indian River County, Michael Linn, J., of violating Sunshine Law and perjury. Defendant appealed.

Holdings: The District Court of Appeal held that:

sufficient evidence supported findings that defendant knowingly participated in city council meeting that was not “open to the public” and for which “reasonable notice” was not given;

Sufficient evidence showed that defendant made a false statement to investigator that she had received conflicting communications as to whether meeting had been cancelled;

evidence was insufficient to show that defendant clearly indicated she had no phone conversations with any other councilmembers; and

defendant's statements about conflicting communications were material.

Affirmed in part, reversed in part, and remanded with directions.

[Ciklin, J.](#), filed opinion concurring specially.

***1180** Appeal from the County Court for the Nineteenth Judicial Circuit, Indian River County; [Michael Linn](#), Judge; L.T. Case No. 312020MM001119B.

Attorneys and Law Firms

[Philip L. Reizenstein](#) and Bhakti Kadiwar of Reizenstein & Associates, PA, Miami, for appellant.

[Ashley Moody](#), Attorney General, Tallahassee, and [Lindsay A. Warner](#), Assistant Attorney General, West Palm Beach, for appellee.

Opinion

Per Curiam.

After the City of Sebastian's city manager announced a cancellation of a properly noticed city council meeting, three councilmembers, including the appellant, Pamela Parris, held a meeting anyway, during which they voted to terminate the employment of the city manager, the city attorney, and the city clerk, and voted to remove the mayor and replace him with ***1181** Parris's co-defendant, Damien Gilliams. Based on this meeting, Parris and Gilliams were charged with violating [section 286.011, Florida Statutes \(2019\)](#), commonly referred to as the Sunshine Law. They were also charged with perjury based on statements which they made during an investigation of the Sunshine Law violations. Parris and Gilliams were tried together and found guilty of most counts. Parris appeals her convictions for one count of violating the Sunshine Law and two counts of perjury.¹

Parris raises multiple issues on appeal, most of which pertain to her conviction of a Sunshine Law violation. We address the following three arguments: (1) her conviction must be reversed where [section 286.011](#) does not contain definitions for certain phrases; (2) her responses to the investigator's imprecise questions did not amount to perjury; and (3) her allegedly false statements were not material. We agree that the state failed to prove perjury as alleged in count V, and we reverse on this point, but we affirm with respect to the Sunshine Law arguments. Parris's remaining arguments lack merit, and on these arguments, we affirm without further discussion.

The Trial Evidence

The trial evidence revealed the following. The City of Sebastian operates under a charter form of government and its city manager, city attorney, and city clerk are charter officers. The charter requires the city council to meet once a month, but

meetings are usually held twice monthly with charter officers being required to attend the meetings. Additionally, the city manager requires the attendance of IT personnel to facilitate the broadcast of meetings to the public. Meetings typically start at 6:00 p.m. and are broadcast live.

Parris, Gilliams, and Charles Mauti were elected to the council in November 2019. According to Mauti, they had a common interest: controlling growth. Councilmembers elected Ed Dodd as mayor. Mauti voted for Dodd, but in the ensuing months he had second thoughts. Gilliams confided in Mauti that he wanted to serve as mayor.

In the wake of the pandemic's arrival in the spring of 2020, changes were made to how meetings were held. Prior to that, the routine was the following. The meeting agenda was typically published to the public no later than the Friday before the meeting. City staff customarily set up 125 chairs in the meeting room, which can accommodate up to 420 people, and the doors to the meeting room were unlocked. When councilmembers were ready to begin the meeting, the mayor would “hit [a] button” and could see that the meeting was being broadcast. Doors to the meeting room were kept locked “all the time except for when we have meetings.” When no meeting was being held, city officials with a passkey could enter the locked meeting room doors, but the doors automatically locked thereafter.

Beginning with a meeting held in March 2020, the city utilized the Zoom platform, and it “moved the public outside into the courtyard in order to maintain the social distancing.” Speakers were placed outdoors “so that people could listen” to the meeting being held indoors. Additionally, members of the public who wished to be heard were escorted indoors and then back to the courtyard once they finished speaking. As one city employee explained, “We were trying to get creative, trying to make sure the public had every opportunity to be able to participate in these meetings.”

Also in March 2020, Mayor Dodd signed an emergency declaration giving the city ***1182** manager the authority to cancel meetings. According to another councilmember, Jim Hill, the council “made it very clear to the city manager that if ... he wasn't able to hold a safe meeting” or if there were no emergency issues to be addressed, he could cancel an upcoming meeting.

The charges which the state brought against Parris were based on the facts surrounding the city council meeting scheduled

for April 22, 2020, and the events that followed. As the April 22 meeting approached, the city received “an extraordinary amount of emails” from residents who felt it would be prudent to cancel the meeting for public health reasons even though “hot button” topics were on the meeting agenda that had generated much interest from the public. Two of the five councilmembers, including the mayor, advised the city manager that he should cancel the meeting.

In the days leading up to the scheduled April 22 meeting, councilmembers and charter officers communicated regarding whether the April 22 meeting would go forward. On April 19, Gilliams emailed the city manager, requesting he not cancel the meeting, and he advised he would request an emergency meeting if the meeting was canceled. The next day, Gilliams emailed the IT manager, the city manager, and the city attorney, requesting an emergency/special meeting. Councilmember Mauti also emailed the city manager and councilmembers on April 20, stating that he did not agree to cancel the April 22 meeting and he planned to attend.

Meanwhile, the city's staff continued to prepare for the April 22 meeting. The meeting date and time and the agenda had been publicized to the city's residents. The agenda for the meeting contained the typical items: invocation, recitation of the Pledge of Allegiance, roll call, announcements, proclamations, and other routine matters. The agenda also included a resolution related to pandemic protocol, a quasi-judicial hearing to be conducted by the council in its capacity as the Board of Adjustment, a proclamation related to the retirement of the chief of police, and Mauti's request to replace the mayor.

At 2:36 p.m. on April 22, the city manager notified the councilmembers, city attorney, and city clerk by email that he was postponing the meeting:

Based on the consensus of the City Council and the authority granted by the Declaration of Local State of Emergency, I am directing that the meeting of April 22, 2020 be postponed and all items carried forward to the next regularly scheduled meeting.

The meeting was canceled because it became apparent that contentious topics on the agenda were going to draw a large crowd, and the city was “expecting more public than we could accommodate and maintain Sunshine.” Additionally, the city was still fine-tuning accommodations it would provide to comply with pandemic restrictions and the Sunshine Law.

Upon being told by the city manager of the meeting's cancellation, the city clerk notified city residents who were on her email list, department heads, the police chief, and the IT staff, as the latter were preparing the room and courtyard for the meeting. Staff "started putting equipment away," and a notice of the cancellation was posted on the city's website, its broadcast channel, and on the doors to city hall. The city clerk left city hall at 4:30 p.m.

Gilliams was aware the meeting had been canceled, but a city resident, Russell Herrmann, informed him that Gilliams's "supporters" were gathering at city hall and "they want to have a rally." Gilliams decided to go and went to city hall dressed in casual clothing and carrying his bullhorn. ***1183** Herrmann called Parris at about 5:10 p.m. to let her know about the rally. She responded that it was "late notice" but she would try to attend. Over at city hall, Gilliams informed residents who had turned out that the meeting had been canceled but they were going to proceed with the meeting once Parris arrived.

Mauti also went to city hall. He was dressed in a suit and ready for a meeting. He was surprised to see a number of people standing outside, as "usually people enter the town hall." He asked Gilliams "what was going on," and Gilliams told him there was a sign posted on the door announcing the meeting was "postponed or canceled." The city hall doors were locked, but Gilliams used a passkey to gain access. None of the charter officers were there, and the meeting room was dark and not set up for a meeting. When Parris showed up, dressed "[i]mpeccably," Gilliams advised them they had a quorum for a meeting and could proceed.

At about 6:00 p.m., Mayor Dodd went to city hall to see if any residents had not received word of the canceled meeting. He saw supporters of Gilliams, Parris, and Mauti standing in the courtyard and signs were taped to the city hall doors announcing the cancellation of the meeting. Upon being told councilmembers were in the chambers, Mayor Dodd knocked on the doors, as they were locked. Gilliams let him in, and he saw that Mauti was also present. Mayor Dodd warned Gilliams and Mauti he would call law enforcement, but Gilliams told him to "go ahead." When Mayor Dodd went back into the courtyard, he saw Parris. Mayor Dodd left, as he was concerned he would violate the Sunshine Law if he remained.

Back in the city hall meeting room, Mauti and Gilliams worked on their agenda that was "limited to the reorganization

of the city council and the firing of certain members." Some residents entered the meeting room, including supporters of Gilliams, Mauti, and Parris. But other residents were locked out. Mauti, Gilliams, and Parris proceeded to hold a meeting, and they voted on matters that were not on the previously publicized agenda. They voted to do the following: terminate the employment of the city manager, the city attorney, and the city clerk; modify the emergency declaration so that the city manager was not authorized to cancel meetings; "rescind the mayor" and seat Gilliams as mayor; and "retain a[n] outside attorney for the next meeting" and suspend the city attorney. One of the residents watching warned, "Here come the police," and the meeting was hastily adjourned.

An investigator with the State Attorney's Office, Ed Arens, was assigned to investigate written complaints filed by Parris and Gilliams regarding the city manager's cancellation of the meeting. Arens found it suspicious that their complaints matched and, on April 24, Arens met with and interviewed Parris. Arens broached the subject of the April 22 meeting being canceled, and Parris stated she "had mixed messages that entire day" and received "numerous ... conflicting phone calls and emails from the ... city manager ... that day." She also indicated she did not have any communications with Gilliams or Mauti that violated the Sunshine Law. She claimed that on April 22, she was studying the agenda between 4:00 and 5:30 p.m. to prepare for that day's meeting. Arens obtained telephone records and confirmed no calls were made from the city manager to Parris on April 22. Arens also looked at Parris's Facebook page. At 4:24 p.m. on April 22, about two hours after the city manager announced the cancellation of the meeting, Parris posted a photo of herself in a car with the caption, "cancel me." During a subsequent interview, Parris explained ***1184** that the noticed meeting was canceled "incorrectly," as she did not receive 24 hours' notice. She denied being aware of the city manager's email, as she was preparing for the meeting.

City residents testified at trial that they had planned to attend the meeting but did not go upon receiving the cancellation email or seeing the notice on the city's website. Other residents did not learn of the cancellation until they arrived at city hall.

Analysis

Sunshine Law Violation

Parris was charged with a violation of the Sunshine Law, which provides as follows in pertinent part:

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision ... at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

....

(3)(b) Any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision who knowingly violates the provisions of this section by attending a meeting not held in accordance with the provisions hereof is guilty of a misdemeanor of the second degree

§ 286.011, Fla. Stat. (2019). Specifically, Parris was alleged to have violated the Sunshine Law by holding a meeting that was not open to the public and without reasonable notice. She was also charged with perjury based on statements to Arens in her April 24 interview.

Turning to the issues raised on appeal, we must reject as meritless Parris's first argument that the Sunshine Law is unconstitutionally vague. Parris contends that because the phrases “reasonable notice” and “open to the public at all times” are not defined in [section 286.011, Florida Statutes \(2019\)](#), she did not know what conduct was prohibited, and, thus, her constitutional right to notice of prohibited conduct was violated.²

“[I]n order to withstand a vagueness challenge, a statute must provide persons of common intelligence and understanding adequate notice of the proscribed conduct. Additionally, the statute must define the offense in a manner that does not encourage arbitrary and discriminatory enforcement.” *DuFresne v. State*, 826 So. 2d 272, 275 (Fla. 2002) (citations omitted). “However, ‘[t]he legislature's failure to define a statutory term does not in and of itself render a penal provision unconstitutionally vague. In the absence of a statutory definition, resort may be had to case *1185 law or related statutory provisions which define the term’ ” *Id.* (alterations in original) (quoting *State v. Hagan*, 387 So. 2d 943, 945 (Fla. 1980)). “[I]n cases where the exact meaning of a term was not defined in a statute itself, we have ascertained

its meaning by reference to other statutory provisions, as well as case law or the plain and ordinary meaning of a word of common usage.” *Id.*

With respect to “reasonable notice,” “reasonable” is defined, in part, as “fair and sensible” and “as much as is appropriate or fair in a particular situation.” *Oxford Am. Dictionary & Thesaurus*, 1079 (2d ed. 2009). “Notice” is defined, in part, as “information or warning that something is going to happen,” “a sheet or placard put on display to give information,” and “a small announcement or advertisement published in a newspaper.” *Id.* at 880.

This court's interpretation of the phrase “reasonable notice” is consistent with these definitions. In *Transparency for Florida v. City of Port St. Lucie*, 240 So. 3d 780, 786 (Fla. 4th DCA 2018), we looked to Florida Attorney General opinions interpreting what constitutes sufficient notice under the statute. These opinions have provided that what satisfies “reasonable notice” “is variable and depends on the facts of the situation,” but “special meetings should have at least 24 hours reasonable notice to the public.” *Id.* (quoting *Op. Att'y Gen. Fla. 2000-08 (2000)*). Further, a Florida Attorney General opinion “finds that the type of notice given depends on the purpose for the notice, the character of the event about which the notice is given, and the nature of the rights to be affected.” *Id.* at 787 (citing *Op. Att'y Gen. Fla. 73-170 (1973)*). We also noted that the Attorney General addressed the term “reasonable notice” in its Government-In-The-Sunshine Manual, which provides as follows:

3. Except in the case of emergency or special meetings, notice should be provided at least 7 days prior to the meeting. Emergency sessions should be afforded the most appropriate and effective notice under the circumstances.

4. Special meetings should have no less than 24 and preferably at least 72 hours reasonable notice to the public. *Id.* (quoting 39 Government-in-the-Sunshine Manual, § (D) (4)(a)3., 4. (2017)). This court concluded that “[w]here there is no specific legislative directive as to what constitutes reasonable notice as a matter of law, we agree with the Attorney General that it is a fact specific inquiry.” *Id.* (reversing and holding summary judgment was improper where there was a disputed issue of fact as to whether 21.5 hours' notice was reasonable under the circumstances).

Few appellate cases have addressed the issue of what constitutes reasonable notice, but the First District Court of Appeal has held that notice of a special meeting was

reasonable where the special meeting was announced at the previous meeting and on a local radio station three days prior, the city posted the meeting agenda outside of city hall and delivered copies to the local media two days prior, and the media published an article regarding the meeting the day before. *Yarbrough v. Young*, 462 So. 2d 515, 516-17 (Fla. 1st DCA 1985). The First District has also held that a complaint made a prima facie showing of violation of the Sunshine Law by alleging that a public meeting regarding the appointment of a committee to study the operation of a regional utility authority was held without reasonable notice to the public where the meeting was held after approximately 1.5 hours' notice to the media. *Rhea v. City of Gainesville*, 574 So. 2d 221, 222 (Fla. 1st DCA 1991); see also *1186 *Fla. Citizens All., Inc. v. Sch. Bd. of Collier Cnty.*, 328 So. 3d 22, 28 (Fla. 2d DCA 2021) (applying the analysis of *Transparency for Fla.* and holding that “burying a notice inside a committee application and calendar on the instructional materials page of the District's website is an unreasonable way to give public notice of a meeting”).

Next, with respect to the phrase “open to the public,” the word “open” is defined, in part, as “exposed to view or attack; not covered or protected,” “admitting customers or visitors; available for business,” “accessible or available,” “frank and communicative,” and “not disguised or hidden.” *Oxford Am. Dictionary & Thesaurus* at 901. “Public” is defined, in part, as “relating to or available to the people as a whole.” *Id.* at 1043.

Case law also provides guidance as to the meaning of “open to the public.” In *Rhea v. School Board of Alachua County*, 636 So. 2d 1383 (Fla. 1st DCA 1994), the court entertained whether a workshop held in Orlando by the Alachua County School Board while attending a convention violated the Sunshine Law's requirement that official action occur in a meeting open to the public. *Id.* at 1384. Although the board advertised the meeting in a Gainesville newspaper and stated that all persons were invited, it was more than 100 miles away from the board's headquarters. *Id.*

The First District recognized that the statute does not define “public,” but that “[i]n construing a statute, words that are undefined by the statute should be given their plain and ordinary meaning.” *Id.* at 1385. The court looked to the dictionary definition of “public” as “of, relating to, or affecting the people as an organized community; a place accessible or visible to all members of the community; an organized body of people: community, nation; a group of people distinguished by common interests or characteristics.”

Id. (citing *Webster's 3d New Int'l Dictionary* 1836 (1981)). Applying the plain and ordinary meaning of the word to the case before it, the court held that “the relevant ‘public,’ the community that would be affected by the Board's official actions, is Alachua County.” *Id.* The court recited factors to be considered in determining whether the public was provided a reasonable opportunity to attend a meeting that is subject to the Sunshine Law: the interests of the public in having a reasonable opportunity to attend the meeting, the board's need to conduct a meeting at a site beyond the county boundaries, the extent of the distance from the usual meeting place, and any good faith action by the board to minimize the expense and inconvenience of the public in attending the out-of-county meeting. *Id.* Applying the test to the case before it, the court held the meeting held in an Orlando hotel room violated the Sunshine Law, as it did not afford the citizens of Alachua County a reasonable opportunity to attend. *Id.* at 1386; see also *Bigelow v. Howze*, 291 So. 2d 645, 646-48 (Fla. 2d DCA 1974) (holding that trial court properly declared public contract void where committee members who were members of the public body violated Sunshine Law by deliberating on a committee's recommendations while in Tennessee and then conducting a related meeting in a public room at a Florida hotel, since the “requisite advance notice and the reasonable opportunity [for the public] to attend did not exist”).

More recently, in *Herrin v. City of Deltona*, 121 So. 3d 1094 (Fla. 5th DCA 2013), the court wrote that “[t]he phrase ‘open to the public’ most reasonably means that meetings must be properly noticed and reasonably accessible to the public, not that the public has the right to be heard at *1187 such meetings.” *Id.* at 1097.³

Here, the lack of definitions for “reasonable notice” and “open to the public” in the statute do not render it unconstitutionally vague. To the extent the language requires any interpretation, the well-established case law and the plain and ordinary meaning of the terms provide ample guidance. Applying these definitions to the evidence here, sufficient evidence showed that Parris knowingly participated in a meeting that was not “open to the public” and for which “reasonable notice” was not given.

Perjury Charge

We also reject Parris's second argument that the state did not prove the perjury charge against her in count VI where the investigator's questioning was imprecise.

The crime of perjury is codified in [section 837.012, Florida Statutes \(2019\)](#), which provides that “[w]hoever makes a false statement, which he or she does not believe to be true, under oath, not in an official proceeding, in regard to any material matter shall be guilty of a misdemeanor of the first degree.” “The statement alleged to be perjury must be one of fact, and not of opinion or belief.” *Vargas v. State*, 795 So. 2d 270, 272 (Fla. 3d DCA 2001). “The questions posed to elicit perjured testimony must be asked with the appropriate specificity necessary to result in an equally specific statement of fact.” *Cohen v. State*, 985 So. 2d 1207, 1209 (Fla. 3d DCA 2008). “Precise questioning is imperative as a predicate for the offense of perjury.” *Id.* (quoting *Bronston v. United States*, 409 U.S. 352, 362, 93 S.Ct. 595, 34 L.Ed.2d 568 (1973)). A statement regarding a person's recollection is not an assertion of empirical fact that can support a perjury conviction. *McAlpin v. Crim. Just. Stds. & Training Comm'n*, 155 So. 3d 416, 421 (Fla. 1st DCA 2014). “[A]n initially false statement ... can be further explained so that the statement taken as a whole is not perjury.” *Id.* “The typical manner of proving perjury is to have two conflicting sworn statements by the same person.” *Id.*

Here, the perjury charge against Parris alleged in count VI of the information was based on her statements in the first half of the April 24 interview by Arens, and it alleged that Parris “falsely told a law enforcement officer that on April 22, 2020, she had several telephone conversations with City Manager Paul Carlisle concerning whether the April 22, 2020 Sebastian Council meeting was postponed or canceled.” During this interview, Arens communicated his understanding that the April 22 meeting had been canceled, and Parris volunteered that she had “mixed messages that entire day” and “received numerous phone calls, conflicting phone calls and emails from the ... city manager ... that day.” She “wish[ed]” he had sent her “all email,” but “[h]e chose to call me on my phone a few times.” She was “under the impression that there were two meetings scheduled by 5:00,” so she “got dressed and went to city hall ... and I went into my meeting.” Arens stated that ***1188** he thought the city manager sent an email “to all of you” at 2:30 p.m. canceling the meeting, and Parris responded, “There were several phone calls after that.”

We hold sufficient evidence showed that Parris made a false statement when she asserted that she had received numerous phone calls and emails from the city manager on April 22. At trial, the state's evidence included phone records showing that the city manager never called Parris on April 22. Arens's statements and questions, and Parris's responses, read in

context, indicate Parris was asserting that the city manager called her several times on April 22 and gave her conflicting information as to whether the meeting was canceled. Based on these “mixed messages,” she thought the April 22 meeting was still on, and she went to city hall. As the prosecutor showed the jury, Parris's statements conflicted with what the phone records actually showed.

Third, Parris argues that the state did not prove the perjury charge alleged against her in count V of the information. There, the state alleged that Parris “falsely told a law enforcement officer that she had no phone conversations with any other council members on April 22, 2020.” We agree with Parris that the state's evidence fell short.

As evidenced at trial, during the interview, Arens and Parris took a break due to Arens's recorder's batteries running out of power. During the second half of the interview, the parties began discussing Arens's role at the State Attorney's Office. Parris then reminded Arens that he had been asking about the April 22 meeting being videotaped or held on the Zoom platform, and she volunteered that she had consulted with her doctor about whether she should attend public meetings, and she felt it was important to attend meetings in person. She also spoke about her conversations with the city manager and the city clerk regarding how to allow for public input during the pandemic.

After briefly changing topics, Arens asked the question that led to the statements related to count V: “[Y]ou've had a lot of phone calls you said from people that were trying to, or from people about the meeting happening. You said you received phone calls or texts or messages?” Parris responded, “No, it was the city manager.” Arens sought to clarify: “Did you receive any phone calls or texts from Mr. Gilliam[s] or Mr. Mauti or anybody –”. Parris interjected:

I'm not ... going to do that, no. That's the Sunshine Law. ... That was pounded into my head from day one. ... Not to talk to them. And I think it's odd because it makes it really hard to come to good solutions when you can't communicate. But I've asked even a gentleman from Rick Scott's office. He sat down and he was kind enough, when I came to office to greet me and ... explain everything and it is what it is because (indiscernible) I go out of my way to make sure I don't violate that.

This evidence does not reflect that Parris clearly indicated she “had no phone conversations with any other council members on April 22, 2020.” The statements forming the

basis of count V were made during the second half of the interview, a significant amount of time after the April 22 meeting was referenced. Additionally, Arens asked Parris a broad question regarding whether she had conversations with members of the public pertaining to the April 22 meeting. Nothing in this broad question indicated that Arens was limiting Parris to phone calls and communications received on April 22 by other councilmembers. Parris's response to the unclear question was to state that she was referencing the city manager. Arens attempted *1189 to clarify that he was talking about the other councilpersons, but again, he failed to make it clear he was referencing April 22. Further, even if it could be said that Parris's response related to April 22, she did not make it clear that she had not spoken to the other councilmembers at all. Read in context, Parris seemed to be denying that she had any communications with them that violated the Sunshine Law.

Finally, we reject Parris's contention that her statements were not material. “[M]ateriality” is not an element of the crime of perjury in Florida but is a threshold issue that a court must determine as a matter of law prior to trial.” *Vargas*, 795 So. 2d at 272. “Material matter” means any subject, regardless of its admissibility under the rules of evidence, which could affect the course or outcome of the proceeding. Whether a matter is material in a given factual situation is a question of law.” § 837.011(3), Fla. Stat. (2019). “To be material, statements must be germane to the inquiry, and have a bearing on a determination in the underlying case.” *Vargas*, 795 So. 2d at 272. However, “[i]t is not essential that the false testimony bear directly on the main issue. It is sufficient if the false testimony is collaterally or corroboratively material to the ultimate material fact to be established.” *Gordon v. State*, 104 So. 2d 524, 531 (Fla. 1958). Here, Parris's statements are material because the statements showed her intent to participate in a meeting that was not reasonably noticed and not open to the public at all times.

Conclusion

Based on the foregoing, we reverse Parris's perjury conviction on count V and we remand for the county court to vacate the count V conviction and sentence. We affirm with respect to all other issues.

Affirmed in part, reversed in part, and remanded with directions.

Klingensmith, C.J., and Warner, J., concur.

Ciklin, J., concurs specially with opinion.

Ciklin, J., concurring specially.

The majority opinion solidly stands for the “clinical” legal reasoning and academic analysis behind our decision to both affirm and reverse certain of the convictions that occurred before a jury below.

I think it is important, however, to issue a clarion call to the hundreds of Florida public officials who are subject to the Florida Sunshine Law. Indeed, as more and more individuals become Floridians and engage in civic involvement, our new citizens need to be fully aware of Florida's Sunshine Law.⁴ The appellate briefs filed in this case suggesting that the Sunshine Law is vague and unclear or that the law is weak and unprovable have given me pause and a commensurate urge to raise a warning flag. It has been many years since a comprehensive opinion has been issued by a Florida intermediate appellate court on the subject and, thus, perhaps this admonition is particularly timely.

It seems unlikely, in this unfortunate series of events, that former Sebastian City Councilmembers Pamela Parris and Damien Gilliams would have ever thought it imaginable that they would now be appealing criminal convictions for which they have been sentenced to serve jail time of two months and six months, respectively. My guess is, that in retrospect, they would have run away and resisted any temptation *1190 to get caught up in the excitement of the moment ... as, unfortunately, they ultimately did. These recent Indian River County Sunshine Law prosecutions and convictions illustrate actual examples of popularly elected local governing body officials being ordered to do real jail time in a real Florida county jail for the commission of a real Florida crime. Of course, whether elected or appointed is of no consequence. The Florida Sunshine Law applies equally to all.

After now engaging in significant research on the law itself, plus sitting for oral argument on the topic in January, I have developed a concern that some government officials subject to the Sunshine Law may not fully appreciate the Law's meaning and/or the possible criminal penalties that lie in wait for those who carelessly fail to fully comprehend the Sunshine Law and abide by it. And this baffling complacency is not for want of official publications—including the current 360-page Government-In-The-Sunshine manual prepared by the

Florida Attorney General. 44 Government-in-the-Sunshine Manual (2022 ed.). To be sure, the briefings in these consolidated cases, and our majority opinion are considerably lengthy because the issues are complex and yet, paradoxically, not all that difficult to understand.

The scenario in this case is alarming. Three duly elected members of the Sebastian City Council who were not allowed to privately discuss foreseeable government issues did so anyway. They decided amongst themselves—as their personal protest to the mayor and city manager's decision to cancel a regularly scheduled city council meeting because of Covid—to enter the city council chambers and conduct the cancelled meeting anyway. Armed with a government-issued pass key, and in unlit city council chambers, these three city councilmembers took to the dais and purported to take official action at what in essence became a spontaneous, non-announced meeting of the three of them that lasted until the police showed up. That imprudent action was itself a flagrant violation of the Sunshine Law and a reading of the statute makes this conclusion abundantly clear.

Whether two or more officials privately discuss, in any manner whatsoever, a foreseeable issue of any magnitude, inside the other's office or at a coffee shop or in the spectator audience of a child's soccer match or at a statewide education conference or by quick text or whether they do so through surrogates (such as aides, friends, relatives, other government officials) or whether, as in this case, they decide to spontaneously convene an unannounced rally or meeting, so long as two or more are involved, these are all distinctions without a difference. And every individual unauthorized private discussion between two or more officials along the way constitutes an individual statutory crime against each person with each separate charge carrying a possible penalty of 60 days in the county jail. Plus a \$500 fine. Plus substantial court costs. Plus six months of probation. Per act. And notably, in the State of Florida, no statutory sentencing guidelines exist for these types of crimes and consecutive jail sentences and consecutive probationary periods are permitted and within the unfettered discretion of the trial judge.

Even though ample publications, and just as many available seminars, meetings, discussions, and groups, are specifically charged with fully educating officials subject to the Sunshine Law (which, ironically all three charged city councilmembers attended), here are my very easy takeaways from the current state of the Florida Sunshine Law.

***1191** 1. Meetings of two or more fellow government officials who are subject to the Sunshine Law are not allowed if any words of any type pertaining to any possible foreseeable issue will be communicated in any way unless they are open to the public to whom reasonable notice has been provided.

2. There is rarely any purpose for a private meeting or communication between two or more government officials who are both are subject to the Sunshine Law. Those who engage in such activity widely open themselves to allegations that some aspect of the governmental decisional process has unlawfully occurred behind closed doors. Any aspect of the decisional process—ranging from whether to conduct a meeting in the first instance to the concept of terminating administrative staff to the seemingly inane decision as to which government officials will even make a motion to begin open public discussion—is part of the official decisional process and must be wide-open and advertised in advance to the public.

3. Under Florida law, there is no such thing as an “informal” conference or “unofficial” caucus or pass-you-in-the-hallway information gathering (or sharing) by two or more government officials subject to the Sunshine Law which would thereby remove such communication from the Sunshine Law's ambit. Indeed, such “innocuous” meetings have been held to be illegal and nothing short of the unlawful crystallization of secret decisions to a point just short of public discussion and ceremonial acceptance. And whether done personally or through surrogates (such as aide-to-aide), such meetings are illegal under Florida's Sunshine Law.

4. Any attempt to distinguish between a “formal,” “informal,” “ministerial,” “informational gathering-only,” or “just a listening” meeting between two or more government officials—for purposes of determining whether the Sunshine Law applies—is by itself alien to the law's design, exposing it to the very evasions which it was designed to prevent.

5. Because a violation of Florida's Sunshine Law can be investigated and charged as a crime, all of those law enforcement and prosecutorial techniques, such as the issuance of subpoenas for cell phone records is but a signature away. In these cases, prosecutors easily gathered data and produced it for the jury showing numerous texts, emails, telephone conversations and voicemails over a wide-ranging period between all three

city councilmembers. The flow chart prepared by the prosecution and shown to the jury highlighted the dates of the calls, to whom they were made, the duration of the calls and the overall sequence of communications.

6. When in any doubt, as to whether a meeting or communication, either directly or indirectly between two or more government officials may be illegal under the Sunshine Law, the easy answer is: “LEAVE.” See *City of Miami v. Berns*, 245 So. 2d 38, 41 (Fla. 1971) (“The evil of closed door operation of government without permitting public scrutiny and participation is what the law seeks to prohibit. If a public official is unable to know whether by any convening of two or more officials he is violating the law, he should leave the meeting forthwith.”).

7. Lying, under oath, about any matter that is material to an alleged Sunshine Law violation is considered as

an additional crime of perjury and every individual lie constitutes an individual statutory crime against each person with each separate charge carrying a possible penalty of 1 year in the county jail. Plus *1192 a \$1000 fine. Plus substantial court costs. Plus 12 months of probation. Per lie. And just as is the case with the underlying Sunshine Law crime, no statutory sentencing guidelines exist for this type of crime in Florida and thus consecutive jail sentences and consecutive probationary periods are permitted and within the trial judge's unfettered discretion.

All Citations

359 So.3d 1178, 48 Fla. L. Weekly D733

Footnotes

- 1 We take up Gilliams's appeal in a separate opinion in case 4D21-2667.
- 2 Parris asserts that the rule of lenity requires reversal. “When a court must construe an equivocal criminal statute, or when the statute is open to more than one interpretation and the court is otherwise unable to determine which interpretation was intended by the Legislature,” as opposed to “arbitrarily choosing one of the competing interpretations, the rule [of lenity] provides that a court should apply the interpretation that treats the defendant more leniently.” *Key v. State*, 296 So. 3d 469, 471 (Fla. 4th DCA 2020). However, application of the rule of lenity to a criminal statute typically involves competing interpretations. See, e.g., *Wooden v. United States*, — U.S. —, 142 S. Ct. 1063, 1069, 212 L.Ed.2d 187 (2022). Parris offers no possible competing interpretations nor any construction analysis, and, thus, her argument is more akin to an argument that a statute is unconstitutionally vague.
- 3 Parris argues these cases are inapplicable as they do not involve a criminal violation of the Sunshine Law. Although our courts' discussion of the meaning of “reasonable notice” and “open to the public” is contained in civil cases, the discussion extends to the meaning of the phrase in the criminal law context. See *Wolfson v. State*, 344 So. 2d 611, 614 (Fla. 2d DCA 1977) (acknowledging that the definition of “official act” it relied on was “employed in a civil context,” but observing that “we can think of no reasoning process which would compel the conclusion that it necessarily assumes a fatal vagueness when considered in a criminal context”).
- 4 The Sunshine Law applies to “any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation or political subdivision.” § 286.011(1), Fla. Stat. (2019).

7C

Inframark Evaluation Forms

EVALUATED BY BOARD: David Hulme

Company/Vendor Evaluated: Inframark

Date of Evaluation: 12/7/25

Evaluation Period: FISCAL YEAR 2025

Quality of Service (Performance): Marginal

Field operations continue to be exemplary. Quality and thoroughness of Inframark staff are evident, and vendor overall performance is very good which speaks well of management. Community feedback is positive by a vast majority, which is exceptional given most people will only put in the effort to complain.

Unfortunately, this is eclipsed by a continuing inability to keep the Board informed of items discussed at meetings, completing items in a timely fashion, and ignoring some altogether. My past 3 successive evaluations have highlighted failures of responsiveness, follow-up, and timeliness with no noted improvement. Additionally, this is also the third consecutive year with a flawed annual budgeting process with administrative errors requiring the re-mailing of a budget notice to residents.

Timeliness of Service (Schedule): Satisfactory

Field service responsiveness is excellent. My unscientific polling of residents shows high satisfaction when CCDD items are submitted in the MyCelebration app, which I can confirm for those items I self-report.

Again the grade here is undermined by management. Specific examples of timeliness issues are the open question of authority and responsibility for signs in the verge/median which was first raised in Fall 2024, four months to respond to a board member's request on alternative funding mechanisms, and a continued question on pond ownership and stormwater management permit responsibility. This was raised on or about February 2025, though the shared tracking task list indicates a start date of 11/18/25.

Cost Controls / Financial Management (Cost): Excellent

Cost controls, auditing, prudent budgeting, contracting, and reporting are all consistently outstanding.

Business Relationship (Management): Unsatisfactory

Interactions with both CROA (landscape maintenance) and Lexin (promenade sign) were strained/awkward. Even though the other party seemed to shoulder much of the blame, it still reflects poorly on management that these items can't be addressed quickly and amicably.

The unsatisfactory score is primarily attributed to my frustration in voicing issues with follow-up since I started on the board to the point of implementing a task list to facilitate communication as well as using valuable time at meetings asking for updates. Failure to utilize the list, or any other means of communication, is unacceptable.

Additional Comments for Continuous Improvement:

Operational staff continuity will ensure continued exceptional performance, but I find the current management structure with a district manager not located on site untenable.

Overall Performance Score for Evaluated Period: Unsatisfactory

Notwithstanding exceptional operational performance, I cannot support the continued managerial situation for all the above issues and apparent ambivalence to address their pervasiveness.

Contractor Response to Any Comments Provided By Supervisor:

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

EVALUATED BY: Greg Filak - Supervisor

Company/Vendor Evaluated: Inframark

Date of Evaluation: 5 December 2025

Evaluation Period: FISCAL YEAR 2025

Cross references to relevant Statement of Work section(s) in Inframark contract are included with each comment and are bolded (i.e. **[A.1]**). I have also included an "IMPACT" rating (Significant, Moderate, Nominal) against each strength or weakness identified in my overall scoring to indicate the relative weighting of that topic.

Quality of Service (Performance): Marginal

This year has been challenging with items requiring re-addressing at the board level for tasks assigned. Some of those are delays (see "Schedule" comments below), others are ones which simply do not get completed. Too many items require supervisor inquiry at meetings as opposed to proactive communication in meetings or in-between meetings. If there is any ambiguity as to whether or not something was tasked, it should be proactively questioned by staff and should not have to be inquired more than one time at a board meeting for clarification of board intent. **[B.1, B.2, B.3, B.4, B.7, B.8, B.18, B.19, B.20] // IMPACT: Significant**

External relationships with staffs of peer stakeholder organizations (i.e. Osceola County, Osceola County Sheriff's Office, CROA/CNOA management, etc.) needs to be strengthened. The board has made deliberate moves over the past several years for the relationships of daily execution to be between staffs, instead of with particularly CCDD supervisors and the staffs of these external organizations. Today we are at the baseline operational "tasking relationship" stage, but when any problems arise I do not feel that we are organizationally aligned well enough yet for staff leadership to be able to solve issues, or at least collaborate with staff leadership of other organizations in a manner to present possible solutions (Courses of Action) to the CCDD board. Tasks dependent on external stakeholders to respond or participate do not always appear to be fully engaged (i.e. "We sent an email and they didn't respond, so that's that."), the District needs staff to be effective in its relationships so that it can more efficiently interact with these other organizations. **[B.4, B.11, B.19] // IMPACT: Moderate**

Quality control processes of Inframark over vendors also should be progressing to have independence from board members. When we discuss in meetings any challenges that the District is having with a vendor in performance, it is almost always led by the chairman being engaged in the discussions with the vendor. My observation / impression is that the chairman is heavily engaged anytime there is a problem and is leading the efforts for resolution. I would like to hear Inframark leading these engagements with the vendor, and leading the discussion in reporting back results. While it may be effective today with the current chairman, this is not a pattern for success with a future chairman. **[B.11, B.12, B.13, B.14, B.15, B.18] // IMPACT: Moderate**

Internal Field Management practices with Inframark field staff are largely on target and meet or exceed expectations. General maintenance duties are performed in a timely manner and reprioritized appropriately from the normal work schedule as required to address urgent needs. Items requiring board approval are generally brought in a timely manner and are well articulated. **[B.14, Appendix B] // IMPACT: Moderate**

Staff has credibility of experience, each person in their respective jobs. They also bring level headed and honest assessments, both good and bad, on topics discussed in meetings. Discussions in meetings during deliberations are well-informed. Staff has improved significantly from when I started on the board in the approach of being advisors to the board for the decision making instead of trying to suggest the outcome (“tipping the scales”). While we always welcome staff recommendations, I appreciate that those are done in a way where staff’s presentation enables the business decision to be made by the board. **[B.1, B.3, B.4, B.5, B.11, B.12, B.18]. // IMPACT: Significant**

Timeliness of Service (Schedule): Unsatisfactory

Tasks assigned by the board during meetings are often delayed to be completed for action. This has even been with reminders at board meetings, often times multiple meetings. As a board member, I heard staff’s concerns a year or so ago that the board was not always being clear when we were giving a task to staff versus when we were deliberating with no resultant defined action for staff. I have made efforts to clearly articulate my expectations, and to ask the board for consensus (in times when a formal vote isn’t required / appropriate) so that staff is getting clear communications. That still has not resolved the issues. Tasks which may have been completed, or are being reasonably progressed, aren’t communicated with updates. The weekly emails on Fridays are the best recurring communication mechanism in place and is effective for the topics included, but is largely limited to Field Management items. Delays are inevitable as part of any operations, but should not be systemic, nor should they be unaddressed when they occur. Unless there is an urgency to a matter, my default is to defer to management’s realistic assessment of how long a task will take. But once that timeline is set, staff needs to be cognizant of the expectation. No tasks should be open-ended of “it will get done when it gets done”. **[B.4, B.11, B.18, B.20] // IMPACT: Significant**

The timeliness also includes the oversight and responsiveness of other staff members of the District (legal counsel, engineer) as well as other vendors. The Board relies on the District Manager and Inframark staff to be the enforcer of all taskers by the Board, and to identify non-performance, slow performance, missed deadlines, or other unreasonable delays by these other contracted support vendors and staff members to the Board when systemic challenges arise. **[B.11, B.12, B.18, B.19, B.20] // IMPACT: Significant**

Timeliness for including items requiring board actions (vendor contract renewals **[B.15]**, annual reporting **[B.23]**) have been missed. These are easily predictable activities on set schedules. **IMPACT: Moderate**

The planning and scheduling timeline for our budget process has improved from the prior 2-3 years. Appropriate resources appear to be reviewing documents with minimal errors or re-work. Data presented is clear and actionable. **[A.1, A.2, A.3, A.4, A.5, A.6, B.1] // IMPACT: Moderate**

Cost Controls / Financial Management (Cost): Very Good

Management does a good job generally with cost management. Staff is cognizant of maximizing value of the District's finances in its procurement practices. Particularly in Field Management, staff has always, and continues to, seek to maximize the lifespan of District assets. **[A.3, A.14, B.14] // IMPACT: Significant**

Minor improvements needed in cost classifications and accounting practices, it is often during the budgeting cycle that leadership reviews cost classifications and recategorizes. I recognize that our board has redefined those buckets over the past years to simplify and align to board strategy, if additional collaboration is needed prior to budget cycles beginning to assess efficacy of the current category structure, that may minimize misclassifications / re-classifications. **[A.3, A.14] // IMPACT: Nominal**

Staff does a good job of objectively portraying the status of our assets, risks of inaction, and framing the conversation in a balanced way for board action so that we can make informed cost decisions. **[B.4, B.14] // IMPACT: Significant**

Business Relationship (Management): Very Good

In my time as chairman (2020-2024) I found that the business relationship was very positive. Any organization meets challenges, the measure of success of an organization is how it respond to those challenges. My observations and scoring here are based on the "relationship", not necessarily the effectiveness of management in its operations and contractual requirements (those evaluations are stated in sections above).

The business partnership of Inframark is good. They have been fair to see operational changes within the context of the contract, whereas other companies may seek to monetize on any small fluctuations. They are ethical and common sense in their interactions. Challenges cited in this evaluation are not systemic organizational weaknesses of Inframark, but rather a need to re-assess and adjust to the demands of the Board and the community. **[All SOW elements] // IMPACT: Significant // SCORE: Very Good**

Additional Comments for Continuous Improvement:

None additional.

Overall Performance Score for Evaluated Period: Marginal

While there are elements of the management operation which are strong, the timeliness and follow-through concerns weight heavily in my evaluation.

(NOTE: It is not within the purview of this Supervisor to dictate staffing or operational changes, nor are my comments intended to do so. These are observational comments.) The leadership structure has led to undue complications with "who is doing what". While the general job responsibilities (District Manager – Montagna; Director of Field Operations – Satterwhite) seem clear, the actual delineation of

tasks and how business is actually being executed is not. I believe, although I cannot confirm since I am not within the staff structure, that this may be a contributing factor to the timeliness challenges mentioned above. The Inframark staff, from executive management (President) through to the entire chain, are professional and experienced. However the alignment of “troops-to-task” may want to be internally evaluated.

Further, a process review of the taskings, reporting, and follow-up. I will defer to Inframark on how it handles its internal processes for action items, task assignments within staff, etc. since I am formally only concerned with end results. However, it seems apparent to me that Inframark may consider an evaluation of its processes in response to my concerns above.

Regarding communication, I personally prefer the communication outside of the meetings via weekly email, it provides an appropriate cadence and provides a flexible format to focus on relevant topics.

Contractor Response to Any Comments Provided By Supervisor:

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

EVALUATED BY BOARD: Jack McLaughlin

Company/Vendor Evaluated: Inframark

Date of Evaluation: 12/5/2025

Evaluation Period: FISCAL YEAR 2025

Quality of Service (Performance): Excellent

The Inframark staff continues its outstanding support of the CCDD and the Community. Ms. Montagna is extremely well-qualified and her professional input is timely and accurate. I look forward to Mr. Satterwhite's weekly Field Day reports highlighting areas of interest and concern. They are very helpful in keeping abreast of issues in the community. Mr. Simmons does an excellent job managing operations, quite often solving the problem before the board becomes aware. Additionally, support from our legal team, Jan Carpenter, is superlative. She is very knowledgeable and works well with our staff.

Timeliness of Service (Schedule): Excellent

Oftentimes, Mr. Simmons and his team have already identified the problems and have already taken care of them by the time the Board hears about them. Ms. Montagna and Mr. Satterwhite have done exemplary work in responding to Board requests, anticipating and solving problems. They have done an outstanding job working through the sidewalk project in North Village.

Cost Controls / Financial Management (Cost): Excellent

Ms Montagna's efforts in awakening the Board to a growing problem with Reserves have been invaluable during the budget process. Her initiative in evaluating the ECDDs revenues from the residential areas and working towards refunding some of the funds would prove to be a huge benefit to the district and could go a long way to alleviate our drain on reserves while still funding major Board initiatives such as the sidewalk repair and replacement and the pond slope recovery..

Business Relationship (Management): Excellent

The CCDD is highly respected by the community, this is in no small measure due to the professionalism of the Inframark staff and employees. Operational staff responds quickly to issues in the community and their efforts to "refresh" and "restore" the community have been greatly appreciated by community members and board members.

Additional Comments for Continuous Improvement:

There was a hiccup in the Board packets as we transitioned from Ms. Burgess leaving. This has been recognized and it is anticipated that the quality of the packets will improve quickly.

Overall Performance Score for Evaluated Period: Excellent

Contractor Response to Any Comments Provided By Supervisor:

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

EVALUATED BY BOARD: Tom Touzin

Company/Vendor Evaluated: Inframark

Date of Evaluation: 12/7/2025

Evaluation Period: FISCAL YEAR 2025

Quality of Service (Performance): Excellent

One of the focus areas has been to handle the numerous infrastructure challenges for our community and the management team has gone above and beyond finding creative ways to reduce cost on cement work, reduced cost on pond slope repair, etc.

One of the major accomplishments has been Angel's ability to read the ECDD bond documents and find an opportunity to fund maintenance repair from excess bond money. This is a huge and vital win that will allow us to complete the repairs in a timely basis. Without this the impact to residents and commercial would be significant.

Other areas related to performance:

1. Availability of all management for all issues
2. Frequent meetings with all vendors to know challenges and accomplishments
3. Consistently looking at way to reduce costs primarily in landscaping to meet the requirement just not the 4 season's landscaping requirement. This is greatly reduced cost and allowed the district to do a wider scope of repair.
4. Engagement with CROA, CNOA and other entities to ensure proper relationships and maintenance. CROA particularly has been closer the last 6 months because of Kerry's engagement and relationship with Jacob Waddle at Real Manage.

Timeliness of Service (Schedule): Very Good

This is a challenging question since timeliness is based on direction from the Board which changes its mind frequently and either asks additional questions or does not remember what was agreed upon. There has have been some situations where management has missed follow up in the past year, but at the same time when the answer is not acceptable to some board members the same question is asked multiple times. Management is put in a very difficult position since the answer was already delivered, and a deliverable is asked to be delivered that was already delivered.

I think in the future we need to have the answer and pull up the information from previous meetings and deliver that rather than research additional work.

In addition, the expectation from some board members is to be updated on what is going on with either legal or engineering. Waiting for the board meeting is not good enough so the board needs to decide what that process looks like.

Cost Controls / Financial Management (Cost): Excellent

The focus on our budget and making sure we can make the money stretch has been excellent. The battle comes up when the board wants to control costs and then state they want to spend money sending mixed signals that management must deal with.

When the landscaping budget was tapped out in August, management began planning on what the 4th quarter would like and what needed to be spent and immediately executed it once that time arrives. This was key to keep our service level up and not dig into reserves.

In addition, Russ and Kerry are always looking for opportunities to spend less and keep the quality up. In addition, Angel is constantly working with everyone to ensure the items are attributed to the correct cost center.

This focus on cost controls is being seen by the residents who are seeing a great impact on improved landscaping all over Celebration instead of just a few areas. They are seeing the dollars at work and are expressing that.

Business Relationship (Management): Excellent

Working with Angel, Kerry and Russ has been excellent. I have no problem reaching any of them and even if there is a delay I will get a call back even if it is in the evening. Most of my engagement is focused on goals and focused missions rather than on the day-to-day operations. I am one that loves to learn everything and find this to be a challenge since most board members do not know how the day-to-day operations work which impacts their ability to make some decisions.

More importantly I feel I can be honest with them and they can be honest with me. That is based on the amount of work all 4 of us put into it since their success equals the community's success.

Additional Comments for Continuous Improvement:

Over communication is key since there have been numerous instances where Board members do not read the board packet, emails or remember what was discussed. I would propose a post-meeting write up on key points is produced. However, it is the director's responsibility to stay on top of things. Not sure what you can do if someone does not read the email or attachments. That responsibility would not fall on management.

I also think that management needs to drive updates from legal and engineering since some directors are not satisfied in waiting till the monthly meeting to get updates. I also would like to see a full description on the timeline and what the ask entails so board members get a realistic expectation on how long a request may take.

When working with legal groups outside the district and the county wanting and immediate answer is just not possible unless you want to strain that relationship which we don't.

Overall Performance Score for Evaluated Period: Excellent

Celebration has grown by adding Island Village and that has added complexity to the operation. I don't believe anyone understands how easily Inframark has handled this. I believe when cost such as landscaping and maintenance go up the board is looking to see why it is so much but failing to understand the geographic impact of the addition. Things to cost money.

I believe by add verification after each meeting, regular updates on a weekly basis per Kerry with all the details we will have a very efficient team.

We do have challenges with United, but I believe that can be addressed by management stating the expectation and enforcing the contract. RFP should not be considered if we can address this. We have swapped out too many landscaping companies recently and need to show stability.

Contractor Response to Any Comments Provided By Supervisor:

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

8A

2-24-26 Meeting Minutes

MINUTES OF MEETING CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Celebration Community Development District was held Tuesday, February 24, 2026, at 5:00 p.m. at the District Office, 313 Campus Street, Celebration, Florida 34747.

Present and constituting a quorum were:

Tom Touzin	Chairman
David Hulme	Vice Chairman
Shel Hart	Assistant Secretary
Jack McLaughlin	Assistant Secretary

Also present, either in person or via Zoom Video Communications, were:

Greg Filak	Assistant Secretary
Angel Montagna	Vice President: Inframark, Management Division
Melissa Williams	Administrative Assistant III: Inframark
Kerry Satterwhite	Area Manager: Inframark, Management Division
Jan Carpenter	Attorney: Latham, Luna, Eden & Beaudine
Mark Vincutonis	Engineer: Hanson, Walter & Associates
Russ Simmons	Inframark, Field Services
Residents of the Public	

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 5:00 p.m.

Mr. Satterwhite conducted roll call and indicated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The *Pledge of Allegiance* was conducted.

THIRD ORDER OF BUSINESS

Approval of the Meeting Agenda

The Board approved the meeting agenda.

Mr. Hart made a MOTION to approve the meeting agenda, seconded by Mr. McLaughlin, with all in favor, the meeting agenda was approved.

FOURTH ORDER OF BUSINESS

Public Comment Period

With there being no public comments, the Board moved to the next order of business.

FIFTH ORDER OF BUSINESS**Third Party Representatives**

With no representative present from CROA, the Board moved to the next agenda item.

The Sheriff attended the meeting and provided a brief update and discussion on trespassing homeless people in the District. The Sheriff stated that a total of 35 citations were given on February 23, 2026 in the District regarding e-bikes.

The Sheriff further noted that the department has partnered with the School Board to provide e-bike information to the schools in the county. A 90-minute class on scooters and safety will be given within the middle schools for students.

SIXTH ORDER OF BUSINESS**Staff Reports**

Mr. Simmons presented and discussed the field report. An update was given on the broken umbrellas, with Mr. Simmons noting that a different brand has been ordered that has steal rods down the middle to hopefully be more secure.

United Landscape gave an update on irrigation being shut off due to cold weather, and noted that weed treatments are working. In mid-March, the flowers will be changed out to all white for spring. The irrigation report will be sent to Board in email next week. Mr. Hulme asked if the tree replacement was complete or if an update can be provided, to which it was noted that the tree replacement is complete with no complaints thus far.

With no representative present for Premier Lakes, the Board ensued in discussion. Mr. Hart asked if the circulators were completed, which it was noted that the fountain was complete. Mr. Touzin asked if fishing would be permitted or not in this area due to the conduit because of the propeller and with a fishing line and pole getting stuck and sucked in, to which he noted that he felt fishing needs to be prohibited in that area. Mr. Simmons noted that 2 to 3 “No Fishing” signs will be needed to be posted up in that area.

Sherrif from Clarke discussed mosquito control and new areas that are opening as of next year. Mr. Hulme asked if the spray would affect lovebugs, to which it was noted unfortunately not. Clarke’s contract expires the end of the fiscal year, to which Mr. Satterwhite discussed with the Board to be aware for the upcoming budget season, and if the Board would be interested in RFP it will need to take place prior to the end of April.

Mr. Vincutonis presented the field report, and discussion ensued on the completion of various projects, including Phase 2A with a walk through for turnover process. Mr. Hulme asked is the alleys were completed, to which Mr. Vincutonis noted that the alleys are not yet completed.

Mrs. Carpenter discussed the Interlocal Agreement with the Board and discussion ensued regarding the County language regarding regulatory and warning signs. Mrs. Carpenter noted that she would like to go back to review her notes on the meeting, as her view was different from Mr. Hulme's. Mr. Hulme stated that he feels the agreement is vague and would like it to be more clarified. Mr. Hulme stated he would review the recording of the meeting before reaching a decision on the Interlocal Agreement, as he disagrees with the language of the agreement. Mrs. Carpenter noted that she would also review the recording of the meeting and be sure to modify the agreement to put onto the next agenda.

Discussion of existing Rule 2014-13 for rule governing the sidewalk ensued. Mrs. Carpenter noted that this was put on the agenda due to Mr. Filak wanting to discuss this amongst the Board, however he is not in attendance. Discussion regarding the sidewalks ensued.

Before moving to the next order of business, Mr. Kurth logged onto the meeting remotely, so the Board agreed to let him give his presentation and updates for Premier Lakes. Mr. Kurth gave an update on the ponds, stating that they are in good condition with minimal algae that is an expected amount of growth due to the warmer months. Mr. Kurth noted that the contract includes 10 ponds every year and wanted to discuss with the Board some of the not so relevant ponds to test, and instead add algae ID which will help identify algae on ponds that persist with algae blooms to help the management plan to which the Board agreed. Mr. Kurth made the Board aware of a resident complaint that the health of the pond near that home is affecting the health of one of the residents living in the home causing respiratory distress. The pond is sprayed regularly, but the Board agreed to test that pond for algae and treatment. The Board then discussed the pond maintenance for that area with Mr. Kurth.

Mr. Touzin provided an update on the ECDD meeting that he was in attendance for with the Board and discussion ensued. Mr. Satterwhite noted that ECDD requested dollar amounts for projects that Celebration will be doing, which are ponds and sidewalks. Mr. Satterwhite provided ECDD with the inventory for Central Village and the process for which the Board can determine how to move forward with the projects. Mr. Satterwhite discussed that initially the Board budgeted \$1.2 million for sidewalk repairs. If the budget would be approved, then extra staff would be hired, and split into 2 crews but currently they do not have enough staff to do this. Mrs. Montagna noted that \$3.8 million will go to the Interlocal, and the rest Enterprise will retain. Mr. Satterwhite noted that \$1.4 million would be needed for sidewalk repair to do all of Central Village, but that Celebration doesn't have the budget for that full amount for this fiscal year. Discussion of the budget and the amount of funds in reserves ensued.

SEVENTH ORDER OF BUSINESS

Business Items

Mr. Satterwhite provided the Board with an update on the Phase 1 Bank Pond Restoration project. He

explained that the Board could allocate \$560,000 from the previously budgeted \$730,000 to proceed with the restoration of the first four or five ponds, leaving approximately \$200,000 available for sidewalk repairs. This approach would allow the District to avoid drawing from reserves while also providing additional time to evaluate potential funding from the ECDD. Further discussion followed.

Mr. Filak noted that the primary purpose of the pond restoration initiative was to address compliance issues. However, Mr. Hart emphasized that the sidewalk repairs present a more immediate safety concern compared to the ponds. Mr. Touzin expressed support for delaying the pond restoration but inquired about how long the Board could postpone the project under the terms of the existing contract with further discussion ensuing with the decision to reallocate funds.

Mr. Satterwhite discussed the change of some of the Board meeting dates for the month of March, April and May in order for the Board to have enough members present for quorum. The Board agreed to change the meeting dates discussed and have the administrative assistant send out an advertisement of the changes with the new meeting dates for March 23, April 6, April 20, May 4, and May 18.

Mr. Touzin made a MOTION to approve the new meeting dates, seconded by Mr. Hulme, with all in favor, the Board approved of the revised meeting schedule.
--

The Board reviewed the painted curb inventory and associated costs. Mr. Touzin emphasized the need to establish a clear standard and defined parameters for curb painting throughout the community. In response to Mr. Hulme's question regarding why the District would assume responsibility for painting, Mr. Touzin explained that the primary rationale is to maintain the community's overall aesthetic appearance.

Mr. Touzin further stated that the existing "No Parking" markings should be removed and asked the Board to determine whether the District intends to repaint the current curbs. He noted that the approach should be consistent, expressing his view that the Board should either repaint all applicable areas or none at all. It was noted that ECDD paints the fire hydrants, and that is all they are responsible for. The discussion was to determine a number of cost, and decided later during budget meeting.

Mr. Satterwhite informed the Board that the contract with USA Street Sweeping had expired in February. He explained that his goal is to align all vendor contracts with the District's fiscal year. To accomplish this, he requested that USA Street Sweeping update the contract dates so that it expires at the end of the fiscal year and extends for an additional year.

Following further discussion, the Board agreed to approve the Street Sweeping Agreement with the proposed modifications to the contract language.

Mr. Touzin made a MOTION to accept the Street Sweeping Contract to run through February 1, 2026 to September 30, 2026 with the option for 2 one-year renewals, seconded by Mr. McLaughlin, with all in favor, the Board approved the Street Sweeping Agreement with the proposed modifications to the contract language.

Mr. Satterwhite read an email that was sent to Mr. Touzin, Mrs. Montagna, and himself from Mr. Tarase regarding the Inframark Contract and further discussion ensued with the Board deciding not to change the contract.

Mr. McLaughlin made a MOTION not to change the existing Inframark Contract, seconded by Mr. Touzin, with majority vote, the Board agreed not to change the Inframark Contract.

Mrs. Carpenter briefed the Board on the boating proposal for Lake Rianhard and outlined the key considerations that would need to be addressed should the Board wish to pursue the initiative further. Mrs. Montagna followed with an overview of the insurance requirements that would be necessary if boating activities were to be approved. After additional discussion, the Board agreed to proceed with further research before making a final determination regarding boating on Lake Rianhard.

Mr. McLaughlin made a MOTION to proceed with additional research regarding boating on Lake Rianhard, seconded by Mr. Touzin, with all in favor, the Board agreed to move forward with further evaluation of the boating proposal.

Mrs. Carpenter discussed the FDOT Subordination Agreement with the Board.

Mr. McLaughlin made a MOTION to approve the FDOT Subordination Agreement with amended language, seconded by Mr. Hart, with all in favor, the FDOT Subordination Agreement was approved with added amended language.

EIGHTH ORDER OF BUSINESS**Consent Agenda**

The Board approved the consent agenda consisting of the January 2026 financials and check register, the meeting minutes held on January 20, 2026, and January 27, 2026.

Mr. McLaughlin made a MOTION to approve the consent agenda, seconded by Mr. Touzin, with all in favor, the consent agenda consisting of the January 2026 financials and check register, the meeting minutes held on January 20, 2026, and January 27, 2026 was approved.

NINTH ORDER OF BUSINESS**Supervisor Requests**

Mr. Hart inquired about the cash flow analysis, and Mr. Satterwhite responded that he had requested Mr. Hart meet with the Finance Department for further clarification. Mrs. Montagna will coordinate and schedule that meeting.

Mr. Hulme then requested an update on the FEMA reimbursement of \$13,000, to which Mr. Satterwhite reported that the funds have not yet been received. Mr. Hulme also raised a question regarding the posting of non-required documents on the district's website. Mr. Satterwhite provided additional explanation regarding CDD website requirements and associated costs.

Mr. Touzin asked whether it would be possible to include a link on the website to store additional, non-required documents. Mrs. Montagna clarified that this is not feasible due to ADA compliance requirements.

Mr. Hulme raised the question of the design guidelines from CROA for Celebration, to which further discussion ensued amongst the Board and if there was an agreement or coordination with design guidelines amongst the easements.

TENTH ORDER OF BUSINESS**Public Comment Period**

A resident addressed the Board regarding the authorship of the design guidelines and the prior joint meetings between the ARC and the Covenants Committee, which had been convened to rewrite and reformat the guidelines. The resident further noted that these joint meetings were discontinued in April 2025 due to the length of time the process was taking. As a result, the ARC proceeded independently and completed a full rewrite of the design guidelines without input from the Covenants Committee. Joint meetings have since resumed and are now being coordinated to align perspectives on the intended structure and content of the design guidelines, with the committees requesting input from the CDD.

Mr. Satterwhite read a statement submitted by Mr. Filak for the record regarding the distribution of

Inframark evaluations. The statement noted that Mrs. Montagna had emailed the Board all completed evaluations, explaining that they could not be included on the December agenda because they were received too late. During that meeting, she indicated they would instead be included on the January agenda as an artifact for the public record. With the Board now convening in February, Mr. Filak sought clarification on whether the evaluations were still intended to be formally recorded. Mr. Touzin recommended that all evaluations be included on the March agenda. Mrs. Montagna clarified that the evaluations are already part of the public record once completed.

ELEVENTH ORDER OF BUSINESS Adjournment

The meeting was adjourned at 7:37 p.m.

Mr. McLaughlin made a MOTION to adjourn the meeting, seconded by Mr. Hulme, with all in favor, the meeting was adjourned at 7:37 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

The next regular meeting is scheduled for Monday, March 23, 2026, at 5:00 p.m.

8B

February 2026 Financials

***Celebration
Community
Development
District***

Financial Report

February 28, 2026

CLEAR PARTNERSHIPS



Table of Contents

<u>FINANCIAL STATEMENTS</u>	Page #
Balance Sheet - All Funds.....	1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund.....	2 - 4
Reserve Fund.....	5
Debt Service Funds.....	6 - 8
Capital Project Funds...	9 - 10
<u>SUPPORTING SCHEDULES</u>	
Non-Ad Valorem Special Assessments.....	11
Cash and Investment Report.....	12
Right-of-Way Fees Electricity	13
Due To Other Districts	14

CELEBRATION
Community Development District

Financial Statements

(Unaudited)

February 28, 2026

Balance Sheet
February 28, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	RESERVE FUND	SERIES 2013A DEBT SERVICE FUND	SERIES 2021 DEBT SERVICE FUND	SERIES 2025 DEBT SERVICE FUND	SERIES 2021 CAPITAL PROJECTS FUND	SERIES 2025 CAPITAL PROJECTS FUND	TOTAL
ASSETS								
Cash - Checking Account	\$ 5,041,692	\$ 2,754,014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,795,706
Accounts Receivable	148,260	-	-	-	-	-	-	148,260
Due From Other Gov'tl Units	80	-	-	-	-	-	-	80
Due From Other Districts	2,408	-	-	-	-	-	-	2,408
Due From Other Funds	-	-	56,661	2,749	25,739	-	-	85,149
Investments:								
Money Market Account	690,810	-	-	-	-	-	-	690,810
Acquisition & Construction Account	-	-	-	-	-	-	5,737,388	5,737,388
Construction Fund	-	-	-	-	-	72,492	-	72,492
Prepayment Account	-	-	134	81	-	-	-	215
Reserve Fund	-	-	196,563	207,000	215,242	-	-	618,805
Revenue Fund	-	-	751,292	402,243	375,050	-	-	1,528,585
Deposits	3,719	-	-	-	-	-	-	3,719
TOTAL ASSETS	\$ 5,886,969	\$ 2,754,014	\$ 1,004,650	\$ 612,073	\$ 616,031	\$ 72,492	\$ 5,737,388	\$ 16,683,617
LIABILITIES								
Accounts Payable	\$ 77,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,652
Accrued Expenses	10,025	-	-	-	-	-	-	10,025
Unearned Revenue	530,535	-	-	-	-	-	-	530,535
Due To Other Districts	29,740	-	-	-	-	-	-	29,740
Other Current Liabilities	206,677	-	-	-	-	-	-	206,677
Due To Other Funds	37,970	47,180	-	-	-	-	-	85,150
TOTAL LIABILITIES	892,599	47,180	-	-	-	-	-	939,779
FUND BALANCES								
Nonspendable:								
Deposits	3,719	-	-	-	-	-	-	3,719
Restricted for:								
Debt Service	-	-	1,004,650	612,073	616,031	-	-	2,232,754
Capital Projects	-	-	-	-	-	72,492	5,737,388	5,809,880
Assigned to:								
Operating Reserves	1,427,175	-	-	-	-	-	-	1,427,175
Unassigned:	3,563,476	2,706,834	-	-	-	-	-	6,270,310
TOTAL FUND BALANCES	\$ 4,994,370	\$ 2,706,834	\$ 1,004,650	\$ 612,073	\$ 616,031	\$ 72,492	\$ 5,737,388	\$ 15,743,838
TOTAL LIABILITIES & FUND BALANCES	\$ 5,886,969	\$ 2,754,014	\$ 1,004,650	\$ 612,073	\$ 616,031	\$ 72,492	\$ 5,737,388	\$ 16,683,617

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	\$ 300,000	\$ 125,000	\$ 71,381	\$ (53,619)	23.79%	\$ 15,798
Right-of-Way Fees Electricity	955,000	397,915	427,621	29,706	44.78%	87,850
Right-of-Way Fees Gas	-	-	1,067	1,067	0.00%	311
Interlocal Agreement - Enterprise (Security)	20,000	20,000	20,000	-	100.00%	-
Interlocal Agreement - Enterprise (Field)	20,000	20,000	20,000	-	100.00%	-
Interest - Tax Collector	3,800	950	3,484	2,534	91.68%	-
Building Rental Income	19,619	2,705	1,623	(1,082)	8.27%	-
Building Operating Cost Income	15,000	6,250	6,020	(230)	40.13%	1,204
Special Assmnts- Tax Collector	5,309,148	4,778,233	4,834,989	56,756	91.07%	84,928
Special Assmnts- Discounts	(212,366)	(191,129)	(189,915)	1,214	89.43%	(1,759)
Other Miscellaneous Revenues	8,500	8,500	5,445	(3,055)	64.06%	372
TOTAL REVENUES	6,438,701	5,168,424	5,201,715	33,291	80.79%	188,704
EXPENDITURES						
Administration						
P/R-Board of Supervisors	15,000	5,000	3,800	1,200	25.33%	1,000
FICA Taxes	1,148	383	184	199	16.03%	61
ProfServ-Arbitrage Rebate	600	600	500	100	83.33%	-
ProfServ-Dissemination Agent	3,000	-	-	-	0.00%	-
ProfServ-Engineering	24,000	10,000	26,046	(16,046)	108.53%	4,575
ProfServ-Legal Services	40,000	16,665	27,183	(10,518)	67.96%	8,727
ProfServ-Mgmt Consulting	106,614	44,423	44,423	-	41.67%	8,885
ProfServ-Property Appraiser	3,600	3,600	4,974	(1,374)	138.17%	4,974
ProfServ-Special Assessment	24,612	24,612	-	24,612	0.00%	-
ProfServ-Trustee Fees	10,000	10,000	7,945	2,055	79.45%	-
ProfServ-Web Site Development	2,000	1,550	1,553	(3)	77.65%	-
ProfServ- Answering Service	4,500	1,875	3,109	(1,234)	69.09%	313
Auditing Services	5,200	-	-	-	0.00%	-
Communication - Telephone	10,000	4,165	2,395	1,770	23.95%	451
Postage and Freight	700	290	28	262	4.00%	3
Insurance - Property	106,654	106,654	97,476	9,178	91.39%	-
Insurance - General Liability	30,879	30,879	29,095	1,784	94.22%	-
Public Officials Insurance	8,690	8,690	8,187	503	94.21%	-
Insurance-Workmans Comp	1,000	1,000	850	150	85.00%	-
Printing and Binding	6,800	2,835	-	2,835	0.00%	-
Legal Advertising	2,000	833	1,522	(689)	76.10%	1,311
Misc-Assessment Collection Cost	106,183	95,565	92,905	2,660	87.50%	1,663
Payroll Services	114	48	29	19	25.44%	5
Office Supplies	4,200	1,750	589	1,161	14.02%	-
Software	17,000	17,000	15,750	1,250	92.65%	-
Annual District Filing Fee	175	175	175	-	100.00%	-
Total Administration	534,669	388,592	368,718	19,874	68.96%	31,968
Public Safety						
Contracts-Security Camera	24,800	10,335	1,467	8,868	5.92%	209
Security Service - Sheriff	200,000	83,335	77,224	6,111	38.61%	5,596
Total Public Safety	224,800	93,670	78,691	14,979	35.00%	5,805

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
Physical Environment						
Contracts-Aquatic Control	150,000	62,500	60,200	2,300	40.13%	12,225
Contracts-Pest Control	300,000	125,000	104,014	20,986	34.67%	20,752
R&M-Wetland	1,000	415	-	415	0.00%	-
R&M - Aerators	3,800	1,585	-	1,585	0.00%	-
Total Physical Environment	454,800	189,500	164,214	25,286	36.11%	32,977
Flood Control/Stormwater Mgmt						
R&M-Storm Drain Cleaning	30,000	12,500	7,750	4,750	25.83%	7,750
R&M-Stormwater System	50,000	20,833	8,908	11,925	17.82%	-
Total Flood Control/Stormwater Mgmt	80,000	33,333	16,658	16,675	20.82%	7,750
Field						
ProfServ-Field Management	1,212,484	505,202	566,488	(61,286)	46.72%	113,298
Contracts-Fountain	9,000	3,750	2,957	793	32.86%	2,707
Contracts-Landscape	1,328,782	553,659	459,367	94,292	34.57%	94,065
Contracts-Mulch	121,167	121,167	60,000	61,167	49.52%	-
Contracts-Trees & Trimming	200,000	83,333	144,318	(60,985)	72.16%	-
Contracts-Annuaals	20,000	8,333	6,467	1,866	32.34%	-
Fuel, Gasoline and Oil	20,000	8,333	5,232	3,101	26.16%	1,773
Electricity - General	75,000	31,250	22,253	8,997	29.67%	3,922
Utility - Water	100,000	41,667	20,698	20,969	20.70%	2,868
Utility - Refuse Removal	25,000	10,417	10,192	225	40.77%	808
R&M-Aeration	25,000	10,415	-	10,415	0.00%	-
R&M-Boardwalks	100,000	41,667	1,774	39,893	1.77%	-
R&M-Common Area	90,000	37,500	63,786	(26,286)	70.87%	21,477
R&M-Equipment	40,000	16,667	3,689	12,978	9.22%	115
R&M-Fountain	10,000	4,165	397	3,768	3.97%	-
R&M-Other Landscape	225,000	93,750	73,352	20,398	32.60%	1,070
R&M-Irrigation	100,000	41,667	12,366	29,301	12.37%	5,133
R&M-Roads & Alleyways	25,000	10,417	8,000	2,417	32.00%	3,000
R&M-Sidewalks	50,000	20,835	18,397	2,438	36.79%	4,069
R&M-Pressure Washing	25,000	10,417	-	10,417	0.00%	-
Splash Pool Maintenance	5,000	2,083	8,016	(5,933)	160.32%	-
R&M- Tree Removal/Replacement	100,000	41,665	55,510	(13,845)	55.51%	-
R&M-Painting	20,000	8,333	9,429	(1,096)	47.15%	-
Misc-Contingency	15,000	6,250	5,791	459	38.61%	-
Building Op Costs	15,000	6,250	8,121	(1,871)	54.14%	757
Total Field	3,956,433	1,719,192	1,566,600	152,592	39.60%	255,062
Road and Street Facilities						
Electricity - Streetlights	210,000	87,500	83,615	3,885	39.82%	17,447
R&M-Road Cleaning	108,000	45,000	59,483	(14,483)	55.08%	11,330
R&M-Streetlights	120,000	50,000	42,822	7,178	35.69%	8,074
R&M-Signage/Radar Sign Maintenance	20,000	8,333	1,974	6,359	9.87%	-
Total Road and Street Facilities	458,000	190,833	187,894	2,939	41.02%	36,851

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>FEB-26 ACTUAL</u>
Reserves						
Reserves-Annual Contribution	730,000	-	237,349	(237,349)	32.51%	78,289
Total Reserves	730,000	-	237,349	(237,349)	32.51%	78,289
TOTAL EXPENDITURES & RESERVES	6,438,702	2,615,120	2,620,124	(5,004)	40.69%	448,702
Excess (deficiency) of revenues						
Over (under) expenditures	-	2,553,304	2,581,591	28,287	0.00%	(259,998)
Net change in fund balance	\$ -	\$ 2,553,304	\$ 2,581,591	\$ 28,287	0.00%	\$ (259,998)
FUND BALANCE, BEGINNING (OCT 1, 2025)	2,412,779	2,412,779	2,412,779			
FUND BALANCE, ENDING	\$ 2,412,779	\$ 4,966,083	\$ 4,994,370			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 42,037	\$ 42,037	0.00%	\$ 7,375
TOTAL REVENUES	-	-	42,037	42,037	0.00%	7,375
EXPENDITURES						
TOTAL EXPENDITURES	-	-	-	-	0.00%	-
Excess (deficiency) of revenues						
Over (under) expenditures	-	-	42,037	42,037	0.00%	7,375
Net change in fund balance	\$ -	\$ -	\$ 42,037	\$ 42,037	0.00%	\$ 7,375
FUND BALANCE, BEGINNING (OCT 1, 2025)	-	-	2,664,797			
FUND BALANCE, ENDING	\$ -	\$ -	\$ 2,706,834			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 10,665	\$ 10,665	0.00%	\$ 2,533
Special Assmnts- Tax Collector	424,664	382,198	386,746	4,548	91.07%	6,793
Special Assmnts- Discounts	(16,987)	(15,288)	(15,191)	97	89.43%	(141)
TOTAL REVENUES	407,677	366,910	382,220	15,310	93.76%	9,185
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	8,493	7,644	7,431	213	87.50%	133
Total Administration	8,493	7,644	7,431	213	87.50%	133
Debt Service						
Debt Retirement Series A	255,000	-	-	-	0.00%	-
Interest Expense Series A	140,476	70,238	70,113	125	49.91%	-
Total Debt Service	395,476	70,238	70,113	125	17.73%	-
TOTAL EXPENDITURES	403,969	77,882	77,544	338	19.20%	133
Excess (deficiency) of revenues Over (under) expenditures	3,708	289,028	304,676	15,648	0.00%	9,052
Net change in fund balance	\$ 3,708	\$ 289,028	\$ 304,676	\$ 15,648	0.00%	\$ 9,052
FUND BALANCE, BEGINNING (OCT 1, 2025)	699,974	699,974	699,974			
FUND BALANCE, ENDING	\$ 703,682	\$ 989,002	\$ 1,004,650			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 6,179	\$ 6,179	0.00%	\$ 1,662
Special Assmnts- Tax Collector	440,599	396,539	401,276	4,737	91.08%	7,049
Special Assmnts- Discounts	(17,624)	(15,862)	(15,762)	100	89.43%	(146)
TOTAL REVENUES	422,975	380,677	391,693	11,016	92.60%	8,565
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	8,812	7,931	7,711	220	87.51%	138
Total Administration	8,812	7,931	7,711	220	87.51%	138
Debt Service						
Debt Retirement Series A	175,000	-	-	-	0.00%	-
Interest Expense Series A	239,768	119,884	119,884	-	50.00%	-
Total Debt Service	414,768	119,884	119,884	-	28.90%	-
TOTAL EXPENDITURES	423,580	127,815	127,595	220	30.12%	138
Excess (deficiency) of revenues Over (under) expenditures	(605)	252,862	264,098	11,236	0.00%	8,427
OTHER FINANCING SOURCES (USES)						
Operating Transfers-Out	-	-	(3,280)	(3,280)	0.00%	(615)
TOTAL FINANCING SOURCES (USES)	-	-	(3,280)	(3,280)	0.00%	(615)
Net change in fund balance	\$ (605)	\$ 252,862	\$ 260,818	\$ 7,956	0.00%	\$ 7,812
FUND BALANCE, BEGINNING (OCT 1, 2025)	351,255	351,255	351,255			
FUND BALANCE, ENDING	\$ 350,650	\$ 604,117	\$ 612,073			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 6,155	\$ 6,155	0.00%	\$ 1,590
Special Assmnts- Tax Collector	437,774	393,997	417,021	23,024	95.26%	7,325
Special Assmnts- Discounts	(17,511)	(15,760)	(16,380)	(620)	93.54%	(152)
TOTAL REVENUES	420,263	378,237	406,796	28,559	96.80%	8,763
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	8,755	7,880	8,013	(133)	91.52%	143
Total Administration	8,755	7,880	8,013	(133)	91.52%	143
Debt Service						
Debt Retirement Series A	95,000	-	-	-	0.00%	-
Interest Expense Series A	342,775	174,197	174,197	-	50.82%	-
Total Debt Service	437,775	174,197	174,197	-	39.79%	-
TOTAL EXPENDITURES	446,530	182,077	182,210	(133)	40.81%	143
Excess (deficiency) of revenues Over (under) expenditures	(26,267)	196,160	224,586	28,426	0.00%	8,620
OTHER FINANCING SOURCES (USES)						
Operating Transfers-Out	-	-	(3,870)	(3,870)	0.00%	-
TOTAL FINANCING SOURCES (USES)	-	-	(3,870)	(3,870)	0.00%	-
Net change in fund balance	\$ (26,267)	\$ 196,160	\$ 220,716	\$ 24,556	0.00%	\$ 8,620
FUND BALANCE, BEGINNING (OCT 1, 2025)	395,315	395,315	395,315			
FUND BALANCE, ENDING	\$ 369,048	\$ 591,475	\$ 616,031			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 1,106	\$ 1,106	0.00%	\$ 213
TOTAL REVENUES	-	-	1,106	1,106	0.00%	213
EXPENDITURES						
TOTAL EXPENDITURES	-	-	-	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	1,106	1,106	0.00%	213
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	-	-	3,280	3,280	0.00%	615
TOTAL FINANCING SOURCES (USES)	-	-	3,280	3,280	0.00%	615
Net change in fund balance	\$ -	\$ -	\$ 4,386	\$ 4,386	0.00%	\$ 828
FUND BALANCE, BEGINNING (OCT 1, 2025)	-	-	68,106			
FUND BALANCE, ENDING	\$ -	\$ -	\$ 72,492			

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	FEB-26 ACTUAL
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 89,999	\$ 89,999	0.00%	\$ 16,983
TOTAL REVENUES	-	-	89,999	89,999	0.00%	16,983
EXPENDITURES						
TOTAL EXPENDITURES	-	-	-	-	0.00%	-
Excess (deficiency) of revenues						
Over (under) expenditures	-	-	89,999	89,999	0.00%	16,983
OTHER FINANCING SOURCES (USES)						
Operating Transfers-Out	-	-	3,870	3,870	0.00%	-
TOTAL FINANCING SOURCES (USES)	-	-	3,870	3,870	0.00%	-
Net change in fund balance	\$ -	\$ -	\$ 93,869	\$ 93,869	0.00%	\$ 16,983
FUND BALANCE, BEGINNING (OCT 1, 2025)	-	-	5,643,519			
FUND BALANCE, ENDING	\$ -	\$ -	\$ 5,737,388			

CELEBRATION
Community Development District

Supporting Schedules

February 28, 2026

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2026**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocated by Fund			
					General Fund	Series 2013A Debt Service Fund	Series 2021 Debt Service Fund	Series 2025 Debt Service Fund
ASSESSMENTS LEVIED FY26				\$ 6,631,911	\$ 5,308,783	\$ 424,644	\$ 440,598	\$ 457,886
Allocation %				100%	80%	6%	7%	7%
11/14/25	\$ 48,324	\$ 2,515	\$ 986	\$ 51,826	\$ 41,486	\$ 3,318	\$ 3,443	\$ 3,578.21
11/20/25	\$ 1,764,672	\$ 75,029	\$ 36,014	\$ 1,875,715	\$ 1,501,492	\$ 120,103	\$ 124,615	\$ 129,505
12/11/25	\$ 2,728,438	\$ 116,008	\$ 55,682	\$ 2,900,128	\$ 2,321,525	\$ 185,697	\$ 192,673	\$ 200,233
12/19/25	\$ 846,266	\$ 35,312	\$ 17,271	\$ 898,849	\$ 719,520	\$ 57,554	\$ 59,716	\$ 62,059
01/09/26	\$ 170,312	\$ 5,406	\$ 3,476	\$ 179,194	\$ 143,443	\$ 11,474	\$ 11,905	\$ 12,372
02/05/26	\$ 98,898	\$ 2,169	\$ 2,018	\$ 103,085	\$ 82,519	\$ 6,601	\$ 6,849	\$ 7,117
R/E INSTALLMENT								
11/20/25	\$ 180		\$ 4	\$ 183	\$ 147	\$ 12	\$ 12	\$ 13
12/11/25	\$ 1,213	\$ 13	\$ 25	\$ 1,251	\$ 1,001	\$ 80	\$ 83	\$ 86
01/09/26	\$ 25,500	\$ 767	\$ 524	\$ 26,791	\$ 21,446	\$ 1,715	\$ 1,780	\$ 1,850
02/05/26	\$ 2,921	\$ 29	\$ 60	\$ 3,010	\$ 2,409	\$ 193	\$ 200	\$ 208
TOTAL	\$ 5,686,724	\$ 237,248	\$ 116,060	\$ 6,040,032	\$ 4,834,989	\$ 386,746	\$ 401,276	\$ 417,021
% COLLECTED				91%	91%	91%	91%	91%
TOTAL OUTSTANDING				\$ 591,880	\$ 473,794	\$ 37,898	\$ 39,322	\$ 40,865

Cash and Investment Report

February 28, 2026

GENERAL FUNDS

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	Valley National Bank	Checking Account	n/a	3.56%	\$5,041,692
				Subtotal	\$5,041,692
Money Market	Bank United	Money Market	n/a	3.35%	\$690,810
				Subtotal	\$690,810

RESERVE FUND

Reserve Account	Valley National Bank	Government Checking (Reserve)	n/a	3.56%	\$2,754,014
				Subtotal	\$2,754,014

DEBT SERVICE AND CAPITAL PROJECTS FUNDS

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
2013A Series Prepayment Fund	US Bank	First American Funds Inc. SHSInstitutional Govt. Fund	n/a	3.30%	\$134
2013A Series Reserve Fund	US Bank	First American Funds Inc. SHSInstitutional Govt. Fund	n/a	3.30%	\$196,563
2013A Series Revenue Fund	US Bank	First American Funds Inc. SHSInstitutional Govt. Fund	n/a	3.30%	\$751,292
2021 Series Prepayment Fund	US Bank	US Bank Nat'l Association Commercial Paper	n/a	3.50%	\$81
2021 Series Reserve Fund	US Bank	US Bank Nat'l Association Commercial Paper	n/a	3.50%	\$207,000
2021 Series Revenue Fund	US Bank	US Bank Nat'l Association Commercial Paper	n/a	3.50%	\$402,243
2025 Series Reserve Fund	US Bank	US Bank Nat'l Association Commercial Paper	n/a	3.50%	\$215,242
2025 Series Revenue Fund	US Bank	US Bank Nat'l Association Commercial Paper	n/a	3.50%	\$375,050
2021 Series Acquisition and Construction Fund	US Bank	US Bank Nat'l Association Commercial Paper	n/a	3.50%	\$72,492
2025 Series Acquisition and Construction Fund	US Bank	US Bank Nat'l Association Commercial Paper	n/a	3.50%	\$5,737,388
				Subtotal	\$5,809,880
				TOTAL	\$16,444,001

Right-of-Way Fees Electricity
February 28, 2026

Posting Date	Payment Month	Amount \$
10/15/2025	September Adj.	\$ 14,221.50
11/20/2025	October	97,766.90
12/18/2025	November	80,883.23
1/15/2026	December	71,899.38
2/15/2026	January	87,850.16
2/28/2026	February	75,000.00
Total		\$ 427,621.17

Note: Feb will be received in mid March

CELEBRATION
Community Development District

Due To/From Other Districts
For the Period from 10/1/25 to 9/30/26

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
		10/01/25		BEGINNING BALANCE		BALANCE FORWARD FROM FY 2025			(\$44,385.71)
JE	ACCRUAL	10/01/25	Vendor	DUKE ENERGY-ACH	Journal Entry	BILL PRD SEPT 2025	Due To Other Districts	206500	\$14,808.73
ACH	ACH	10/20/25	Vendor	DUKE ENERGY-ACH	092525 ACH	BILL PRD 8/28-9/25/25	Due To Other Districts	206500	(\$14,808.73)
ACH	ACH	10/30/25	Vendor	DUKE ENERGY-ACH	INVOICE	DUE TO ECDD THROUGH 9/30/25	Due To Other Districts	206500	\$44,385.71
ACH	ACH	11/12/25	Vendor	DUKE ENERGY-ACH	103025-ACH	BILL PRD 9/26-10/28/25	Due To Other Districts	206500	(\$14,796.03)
ACH	ACH	12/17/25	Vendor	DUKE ENERGY-ACH	112625-ACH	BILL PRD 10/29/25 - 11/24/25	Due To Other Districts	206500	(\$14,791.03)
ACH	ACH	01/21/26	Vendor	DUKE ENERGY-ACH	112625-ACH	BILL PRD 11/25/25 - 12/26/25	Due To Other Districts	206500	(\$14,797.88)
ACH	ACH	02/19/26	Vendor	DUKE ENERGY-ACH	012926-ACH	BILL PRD 12/27/25 - 1/26/26	Due To Other Districts	206500	(\$15,740.18)
ACH	ACH	02/28/26	Vendor	DUKE ENERGY-ACH	INVOICE	DUE TO ECDD THROUGH 12/26/25	Due To Other Districts	206500	\$44,384.94
ACH	ACCRUAL	02/28/26	ACC	DUKE ENERGY-ACH	Journal Entry	BILL PRD FEB 2026	Due To Other Districts	206500	(\$14,000.00)
DUE TO OTHER DISTRICTS A/C #206500									(\$29,740.18)

8C

February 2026 Check Register

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 02/01/26 to 2/28/26

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	100655	02/04/26	CELEBRATION HARDWARE	481954	JAN Supplies	R&M-Common Area	546016-53901	\$25.96
001	100656	02/04/26	COMPLETE IT	19061	Security Camera backup	Contracts-Security Camera	534036-52001	\$209.00
001	100657	02/04/26	PREMIER LAKES INC	3370	Feb IV Ponds	Contracts-Aquatic Control	534067-53901	\$925.00
001	100657	02/04/26	PREMIER LAKES INC	3391	Feb 26 service fees	Contracts-Aquatic Control	534067-53001	\$11,300.00
001	100658	02/04/26	VOICE NATION LLC	888556784	Feb 26 service fees	ProfServ- Answering Service	531064-51301	\$313.20
001	100659	02/04/26	CERTIFIED POOL LEAK INSPECTION LLC	801	Quarterly Fountain Maint SPLASH PAD	Splash Pool Maintenance	546197-53901	\$2,085.00
001	100660	02/04/26	INFRAMARK LLC	170093	JAN Sidewalk Project NV	Reserves-Annual Contribution	568024-53901	\$46,800.00
001	100660	02/04/26	INFRAMARK LLC	170565	MANAGEMENT SERVICES 2/26	ProfServ-Field Management	531016-53901	\$113,297.52
001	100660	02/04/26	INFRAMARK LLC	170565	MANAGEMENT SERVICES 2/26	ProfServ-Mgmt Consulting	531027-51201	\$8,884.50
001	100661	02/09/26	VICTOR STANELY, INC.	SI59828	Jan Benches	R&M-Common Area	546016-53901	\$8,080.00
001	100662	02/09/26	SOUND F/X ENTERTAINMENT SYSTEMS LLC	6799	Jan Speaker Replacement	R&M-Common Area	546016-53901	\$1,558.00
001	100663	02/09/26	REXEL USA	S144449641.002	Feb Photocells streetlights	R&M-Streetlights	546095-54101	\$205.67
001	100663	02/09/26	REXEL USA	S144449641.001	Feb Photocells streetlights	R&M-Streetlights	546095-54101	\$411.33
001	100664	02/09/26	CELEBRATION HARDWARE	020426-46	Feb Supplies	R&M-Common Area	546016-53901	\$85.97
001	100665	02/12/26	VANGUARD CLEANING SYSTEMS	41196	Feb Cleaning Servcie	Building Op Costs	563034-53901	\$438.00
001	100665	02/12/26	VANGUARD CLEANING SYSTEMS	40990	January Cleaning Service	Building Op Costs	563034-53901	\$438.00
001	100666	02/12/26	CONCRETE MIX USA LLC	4098	Feb Sidewalk Repair	R&M-Sidewalks	546084-53901	\$2,301.34
001	100667	02/12/26	PREMIER LAKES INC	3473	Feb Fountain Repair	Contracts-Fountain	534023-53901	\$2,582.00
001	100668	02/12/26	CELEBRATION HARDWARE	482701	Feb Repair parts	R&M-Common Area	546016-53901	\$2.76
001	100668	02/12/26	CELEBRATION HARDWARE	482712	Feb Repair parts	R&M-Common Area	546016-53901	\$82.06
001	100668	02/12/26	CELEBRATION HARDWARE	482715	Feb Supplies - Bleach	R&M-Common Area	546016-53901	\$25.98
001	100669	02/12/26	UNITED LAND SERVICES	190497	Jan Tree Removal	Contracts-Trees & Trimming	534085-53901	\$3,930.00
001	100669	02/12/26	UNITED LAND SERVICES	190498	Jan tree removal	Contracts-Trees & Trimming	534085-53901	\$8,900.00
001	100669	02/12/26	UNITED LAND SERVICES	190496	Jan Landscape Projects	R&M-Other Landscape	546036-53901	\$27,741.00
001	100670	02/13/26	SESCO LIGHTING, INC.	INV313743	FEB Light Poles	Electricity - Streetlights	543013-53901	\$6,978.00
001	100671	02/13/26	CELEBRATION HARDWARE	483225	FEB Supplies	R&M-Common Area	546016-53901	\$12.76
001	100671	02/13/26	CELEBRATION HARDWARE	483113	FEB Tools & Supplies	R&M-Common Area	546016-53901	\$32.98
001	100671	02/13/26	CELEBRATION HARDWARE	483131	FEB Repair parts	R&M-Common Area	546016-53901	\$51.78
001	100672	02/13/26	LATHAM, LUNA, EDEN & BEAUDINE, LLP	149874	Jan 2026 General Service	ProfServ-Legal Services	531023-51401	\$8,726.90
001	100673	02/13/26	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	162442506-001	FEB Irrigation fittings	R&M-Irrigation	546041-53901	\$2,065.92
001	100674	02/13/26	LYNCH FUEL COMPANY, LLC	17077674	FEB FUEL 2/10 delivery	Fuel, Gasoline and Oil	540004-53901	\$785.13
001	100674	02/13/26	LYNCH FUEL COMPANY, LLC	17077673	FEB FUEL 2/10 delivery	Fuel, Gasoline and Oil	540004-53901	\$988.26
001	100675	02/17/26	INSITUFORM TECHNOLOGIES, LLC	817219	1/28 service	R&M-Storm Drain Cleaning	546088-53901	\$7,750.00
001	100676	02/17/26	CELEBRATION HARDWARE	483520	Feb Supplies	R&M-Common Area	546016-53901	\$82.56
001	100676	02/17/26	CELEBRATION HARDWARE	483675	Feb Tools & Supplies	R&M-Common Area	546016-53901	\$24.98
001	100676	02/17/26	CELEBRATION HARDWARE	483710	Feb Supplies	R&M-Common Area	546016-53901	\$8.99
001	100677	02/17/26	KATRINA S. SCARBOROUGH	2019029	COUNTY ADMINISTRATION FEES	ProfServ-Property Appraiser	531035-51301	\$4,973.99
001	100678	02/17/26	SOUTHERN OUTDOORS & MORE INC	INV-002626	February Railing Repair	R&M-Common Area	546016-53901	\$16,797.33
001	100679	02/23/26	CONCRETE MIX USA LLC	4111	Feb Concrete for sidewalks	R&M-Sidewalks	546084-53901	\$1,547.75
001	100680	02/23/26	CLARKE ENVIRONMENTAL MOSQUITO	001038717	Feb 2026 service fees	Contracts-Pest Control	534125-53001	\$20,752.42
001	100681	02/25/26	CELEBRATION HARDWARE	484333	Feb Supplies	R&M-Common Area	546016-53901	\$113.97
001	100681	02/25/26	CELEBRATION HARDWARE	484202	Feb Supplies	R&M-Sidewalks	546084-53901	\$219.60
001	100681	02/25/26	CELEBRATION HARDWARE	484149	Feb Repair parts	R&M-Common Area	546016-53901	\$58.64
001	100682	02/25/26	UNITED LAND SERVICES	191919	Feb Landscape service	Contracts-Landscape	534050-53901	\$94,065.24
001	100683	02/25/26	HANSON, WALTER & ASSOCIATES, I	5295586	Jan Service	ProfServ-Engineering	531013-51501	\$4,575.03
001	100684	02/25/26	OSCEOLA SHERIFF'S OFFICE	57978	Sec Svcs 1/25-1/31	Security Service - Sheriff	534365-52001	\$2,596.16
001	100685	02/25/26	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	162618323-001	Feb Irrigation fittings/Repairs	R&M-Irrigation	546041-53901	\$820.75
001	100686	02/25/26	USA SEAL & STRIPE, LLC	411	Street Sweeping 2/20/26	R&M-Road Cleaning	546080-54101	\$2,832.50
001	100687	02/25/26	CONCRETE MIX USA LLC	4146	Feb Concrete for sidewalks	Reserves-Annual Contribution	568024-53901	\$2,077.59
001	100687	02/25/26	CONCRETE MIX USA LLC	4143	Feb Concrete for sidewalks	Reserves-Annual Contribution	568024-53901	\$4,484.54
001	100688	02/26/26	INFRAMARK LLC	171436	January CC Charges	Reserves-Annual Contribution	568024-53901	\$2,013.67
001	100688	02/26/26	INFRAMARK LLC	171436	January CC Charges	R&M-Common Area	546016-53901	\$499.27

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 02/01/26 to 2/28/26

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	100688	02/26/26	INFRAMARK LLC	171436	January CC Charges	R&M-Equipment	546022-53901	\$114.55
001	100688	02/26/26	INFRAMARK LLC	171436	January CC Charges	Postage and Freight	541006-51301	\$2.96
001	100689	02/26/26	ORLANDO SENTINEL	OSC815525	Jan meeting advertisement	Legal Advertising	548002-51301	\$526.93
001	100689	02/26/26	ORLANDO SENTINEL	OSC815553	Dec meeting advertisement	Legal Advertising	548002-51301	\$526.93
001	100689	02/26/26	ORLANDO SENTINEL	OSC815560	Dec meeting advertisement	Legal Advertising	548002-51301	\$181.92
001	100690	02/26/26	CELEBRATION HARDWARE	485277	Feb Tools & Supplies	R&M-Common Area	546016-53901	\$29.99
001	100691	02/26/26	OSCEOLA NEWS GAZETTE	F7BA084D-0140	Feb meeting advertisement	Legal Advertising	548002-51301	\$75.14
001	100692	02/26/26	SITEONE LANDSCAPE SUPPLY HOLDINGS, LLC	162742696-001	Feb Irrigation Repair parts	R&M-Irrigation	546041-53901	\$2,047.47
001	100693	02/26/26	CONCRETE MIX USA LLC	4068	Jan Sidewalk Project NV	Reserves-Annual Contribution	568024-58001	\$1,313.26
001	300131	02/02/26	HOME DEPOT - ACH	012826-6774-ACH	JAN PURCHASES	R&M-Common Area	546016-53901	\$1,544.71
001	300132	02/04/26	REPUBLIC SERVICES - ACH	0690-000803003	JAN REFUSE REMOVAL	Utility - Refuse Removal	543020-53901	\$1,040.48
001	300133	02/05/26	DUKE ENERGY - ACH	011526-ACH	BILL PRD 11/26-1/7/26	Electricity - General	543006-53901	\$5,459.24
001	300133	02/05/26	DUKE ENERGY - ACH	011526-ACH	BILL PRD 11/26-1/7/26	Building Op Costs	563034-53901	\$415.71
001	300133	02/05/26	DUKE ENERGY - ACH	011526-ACH	BILL PRD 11/26-1/7/26	R&M-Irrigation	546041-53901	\$292.18
001	300133	02/05/26	DUKE ENERGY - ACH	011526-ACH	BILL PRD 11/26-1/7/26	Electricity - Streetlights	543013-54101	\$2,233.32
001	300134	02/11/26	ENTERPRISE CDD - UTILITY	012226-3021-ACH	12/10/25-1/10/26	Utility - Water	543018-53901	\$692.88
001	300135	02/11/26	ENTERPRISE CDD - UTILITY	012226-5611	12/12-1/12/26	Utility - Water	543018-53901	\$16.65
001	300136	02/11/26	ENTERPRISE CDD - UTILITY	012226-0013-ACH	12/12-1/12/26	Utility - Water	543018-53901	\$374.98
001	300137	02/11/26	ENTERPRISE CDD - UTILITY	012226-2722-ACH	12/12-1/12/26	Utility - Water	543018-53901	\$401.28
001	300138	02/11/26	ENTERPRISE CDD - UTILITY	012226-4022-ACH	BILL PRD 12/12-1/12/26	Utility - Water	543018-53901	\$317.04
001	300139	02/11/26	ENTERPRISE CDD - UTILITY	012226-6022-ACH	BILL PRD 12/12-1/12/26	Utility - Water	543018-53901	\$392.64
001	300140	02/02/26	HOME DEPOT - ACH	012826-6774	JAN Tools & Supplies	R&M-Common Area	546016-53901	\$1,544.71
001	300141	02/13/26	SMART CITY TELECOM - AUTOPAY	020126-0231-ACH	FEB 2026 SVC	Communication - Telephone	541003-51301	\$128.67
001	300142	02/13/26	SMART CITY TELECOM - AUTOPAY	020126-1187-ACH	FEB 2026 SVC	Communication - Telephone	541003-51301	\$139.87
001	300143	02/13/26	SMART CITY TELECOM - AUTOPAY	020126-0025-ACH	FEB 2026 SVCS	Communication - Telephone	541003-51301	\$181.96
001	300144	02/20/26	REPUBLIC SERVICES - ACH	0690-000804862-ACH	JAN REFUSE REMOVAL	Utility - Refuse Removal	543020-53901	\$1,150.06
001	300145	02/26/26	DUKE ENERGY - ACH	021326-ACH	BILL PRD 12/30-2/5/26	Electricity - General	543006-53901	\$3,923.47
001	300145	02/26/26	DUKE ENERGY - ACH	021326-ACH	BILL PRD 12/30-2/5/26	Building Op Costs	563034-53901	\$318.67
001	300145	02/26/26	DUKE ENERGY - ACH	021326-ACH	BILL PRD 12/30-2/5/26	R&M-Irrigation	546041-53901	\$198.55
001	300145	02/26/26	DUKE ENERGY - ACH	021326-ACH	BILL PRD 12/30-2/5/26	Electricity - Streetlights	543013-54101	\$1,707.27
001	932	02/04/26	ENTERPRISE CDD - UTILITY	012226-1022-CHK	BILL PRD 12/12-1/12/26	Utility - Water	543018-53901	\$973.68
001	933	02/04/26	ENTERPRISE CDD - UTILITY	012226-CHK	12/12-1/12/26	Utility - Water	543018-53901	\$964.39
001	934	02/04/26	ENTERPRISE CDD - UTILITY	012226-5021-CHK	BILL PRD 12/12-1/12/26	Utility - Water	543018-53901	\$654.00
001	935	02/04/26	OSCEOLA SHERIFF'S OFFICE	57912	1/11-1/24 26	Security Service - Sheriff	534365-52001	\$4,959.24
001	936	02/04/26	USA SEAL & STRIPE, LLC	408	STREET SWEEPING 1/30/26	R&M-Road Cleaning	546080-54101	\$2,832.50
001	937	02/11/26	ENTERPRISE CDD	020526 3965	DUE TO ECDD THRU DEC 2025 REIMB FOR DUKE	Due To Other Districts	206500	\$44,384.94
001	938	02/11/26	USA SEAL & STRIPE, LLC	409	2/6/26 STREET SWEEPING	R&M-Road Cleaning	546080-54101	\$2,832.50
001	938	02/11/26	USA SEAL & STRIPE, LLC	111832	FEB Asphalt repair	R&M-Roads & Alleyways	546081-53901	\$3,000.00
001	939	02/18/26	USA SEAL & STRIPE, LLC	410	2/13/26 Sweeping Service	R&M-Road Cleaning	546080-54101	\$2,832.50
001	940	02/26/26	ENTERPRISE CDD - UTILITY	022326-1022-CHK	SVC PRD 1/10-2/10/26	Utility - Water	543018-53901	\$310.56
001	941	02/26/26	ENTERPRISE CDD - UTILITY	022326-2021-CHK	SVC 1/10-2/10/26	Utility - Water	543018-53901	\$901.75
001	942	02/26/26	ENTERPRISE CDD - UTILITY	022326-0010-CHK	Utility water BILL PRD 1/12-2/11/26	Utility - Water	543018-53901	\$3.33
001	943	02/26/26	ENTERPRISE CDD - UTILITY	022326-5021-CHK	WATER UTILITY BILL PRD 1/12-2/11/26	Utility - Water	543018-53901	\$606.48
001	DD914	02/09/26	DAVID HULME - EFT	DH-012726-EFT	BOARD1/27/26	P/R-Board of Supervisors	511001-51101	\$200.00
001	DD921	02/27/26	DAVID HULME - EFT	DH-022426-EFT	BOARD 2/24/26	P/R-Board of Supervisors	511001-51101	\$200.00
Fund Total								\$519,508.36

Total Checks Paid \$519,508.36