# ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT

## **AGENDA PACKAGE**

**WEDNESDAY, MARCH 6, 2024** 

CALL IN: 1-646-838-1601, CONFERENCE ID: 562622539#



313 CAMPUS STREET CELEBRATION, FLORIDA 34747 407-566-1935

# **Agenda**

### **Enterprise Community Development District**

**Board of Supervisors** 

Jason Herrick, Chairman Kimberly Locher, Vice Chairman Gregg Harkness, Assistant Secretary Paul Johnson, Assistant Secretary

Henry Thrash, Assistant Secretary

Staff

Angel Montagna, District Manager Sarah Sandy, District Counsel Kathy Leo, District Engineer Gregory Kolb, District Engineer Russ Simmons, Field Manager

# Meeting Agenda Wednesday, March 6, 2024 – 4:00 p.m.

- 1. Call to Order and Roll Call
- 2. Pledge of Allegiance
- 3. Public Comment Period
- 4. Approval of the Consent Agenda
  - A. Minutes of the August 16, 2023, Meeting
  - B. Financial Statements
  - C. Check Register
  - D. Ratification of C&W Equipment Repair Proposal #1284 for Potable Water Pump
  - E. Ratification of Assignment from Benchmark Landscaping to United Land Service
  - F. Ratification of Engagement Letter with McDirmit Davis to Perform the Audit
  - G. Ratification of Synergy Proposal #862962 for Bypass Pump

#### 5. Business Items

- A. Motion to Assign Fund Balance
- B. Agreement with All Florida Septic for Lift Station 4
- C. Special Warranty Deed for Island Village Phase 1A, Tracts 1.03.03 and 1.03.05
- D. Right-of-Way Utilization Agreement Renewal with Duke Energy
- E. Construction Use Applications from Duke Energy

#### 6. Staff Reports

- A. District Manager
- B. Field Operations: Field Management Report
- C. Utility Operations: Utility Report
- D. District Counsel: Eminent Domain Easement Acquisitions
- E. Engineer
- F. District Representative
- G. Mattamy Homes/Island Village
- 7. Other Business and Supervisor Requests
- 8. Adjournment

The next meeting is scheduled for Wednesday, April 3, 2024, at 4:00 p.m.

# Section 4 Consent Agenda

# Subsection 4A Minutes

# MINUTES OF MEETING ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Enterprise Community Development District was held Wednesday, August 16, 2023, at 4:00 p.m. at the District Office, 313 Campus Street, Celebration, Florida 34747.

Present and constituting a quorum were:

Jason HerrickChairmanKimberly LocherVice ChairmanGregg HarknessAssistant SecretaryPaul JohnsonAssistant Secretary

Also present, either in person or communications media technology, were:

Angel Montagna Manager: Inframark, Management Division

Sarah Sandy (via phone) Attorney: Kutak Rock LLP Gregory Kolb Engineer: GAI Consulting

Kent Kaughman Inframark, Utility Operations Division Renea McRoberts Inframark, Utility Operations Division Russ Simmons Inframark, Management Division

FIRST ORDER OF BUSINESS Call to Order and Roll Call

Mr. Herrick called the meeting to order at 4:00 p.m.

Ms. Montagna called the roll and stated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS Pledge of Allegiance

Mr. Herrick led the *Pledge of Allegiance*.

THIRD ORDER OF BUSINESS Public Comment Period

No members of the public being present, the next order of business followed.

FOURTH ORDER OF BUSINESS Business Matters

There being no items of business, the next order of business followed.

FIFTH ORDER OF BUSINESS Consent Agenda

# A. Acceptance of the Minutes of the June 7, 2023, Meeting

The minutes are included in the agenda package and available for public review in the District Office during normal business hours.

#### **B.** Financial Statements

The financial statements are included in the agenda package and available for public review in the District Office during normal business hours.

#### C. Invoices and Check Register

The check register and invoices are included in the agenda package and available for public review in the District Office during normal business hours.

Enterprise CDD August 16, 2023

On MOTION by Mr. Harkness, seconded by Ms. Locher, with all in favor, unanimous approval was given to the consent agenda, as presented.

SIXTH ORDER OF BUSINESS

Public Hearing for Adoption of the Fiscal Year 2024 Budget

#### A. Proposed Budget

Ms. Montagna presented the proposed budget for fiscal year 2024. Changes discussed at the June meeting have been made. Fund balance was used to cover the difference.

On MOTION by Ms. Locher seconded by Mr. Harkness, with all in favor, unanimous approval was given to open the public hearing for adoption of the budget for fiscal year 2024.

#### **B.** Public Comment

The record will reflect no members of the public were present.

On MOTION by Ms. Locher seconded by Mr. Johnson, with all in favor, unanimous approval was given to close the public hearing.

#### C. Resolution 2023-11, Adopting the Budget

Mr. Herrick read Resolution 2023-11 into the record by title.

On MOTION by Ms. Locher, seconded by Mr. Harkness, with all in favor, unanimous approval was given to Resolution 2023-11, adopting the budget for fiscal year 2024.

#### D. Resolution 2023-12, Imposing and Levying Assessments

Mr. Herrick read Resolution 2023-12 into the record by title.

On MOTION by Ms. Locher, seconded by Mr. Harkness, with all in favor, unanimous approval was given to Resolution 2023-12, imposing and levying assessments.

SEVENTH ORDER OF BUSINESS

Staff Reports

#### A. District Manager

# i. Consideration of Agreement with Celebration CDD for Payment of Shared GOGov Reporting System Services

Ms. Montagna reviewed the agreement with Celebration CDD, which has been reviewed by legal counsel. GOGov is intended to replace CeleService that is facilitated by CROA and is failing. Celebration CDD researched other options and chose GOGov,

which is a better tracking system. It incorporates GIS mapping, and initially the cost would be 50%-50% split for the cost. CROA and CNOA are interested and are testing it because everyone wants one app for the community. Future years will be a four-way split among the four entities. The agreement is currently between Celebration CDD and Enterprise CDD. Once CROA and CNOA sign on, the agreement will have an amendment to add those parties.

Discussion ensued regarding the term which is one year with two automatic one-year renewals, includes 30-day termination provision, CeleService software no longer supported and will be obsolete, and the cost is an annual amount.

On MOTION by Ms. Locher, seconded by Mr. Johnson, with all in favor, unanimous approval was given to the agreement with Celebration CDD for payment of shared GOGov reporting system services, in the amount of \$8,430.

#### ii. Inframark Operations Reference

Ms. Montagna reviewed a request for a reference for the Inframark utility/operations division regarding ability to manage costs and complete projects, maintain project schedule, quality of workmanship, professionalism, and overall client satisfaction.

Discussion ensued regarding the reference for the Enterprise project is for an RFP Inframark is preparing, and the Board gave consensus for the Chairman to complete the form on behalf of the Board scoring 10 in all categories.

#### ii. Fiscal Year 2024 Meeting Schedule

Ms. Montagna reviewed the annual meeting schedule. The budget process is anticipated to be held at the June and August meetings.

Discussion ensued regarding potentially canceling the July meeting.

On MOTION by Ms. Locher, seconded by Mr. Harkness, with all in favor, unanimous approval was given to the fiscal year 2024 meeting schedule, as presented.

#### **B.** Field Operations

#### i. Field Management Reports

The field management reports are included in the agenda package and available for public review in the District Office during normal business hours.

Discussion ensued regarding replacing caps on the columns by Publix, trees are causing the caps to break, pictures are helpful, and landscaping company is doing okay.

#### C. Utility Operations

#### i. Utility Report

The utility report is included in the agenda package and available for public review in the District Office during normal business hours.

Discussion ensued regarding leaks in the potable lines mostly at the connections, majority happening in South Village, recent repair in the roadway that was done well with no interruption to traffic flow, repairs done around trees, issues getting irrigation to Island Village, booster pump station being installed in Island Village to help, and lift station #4 has a crack in the bottom and will need to be completely lined at a cost of about \$22,000.

#### **D.** District Counsel

#### i. Plat for Island Village Phase 1A Booster Pump Station

Ms. Sandy reviewed a request from Celebration CDD and Mattamy Homes for Enterprise CDD to acquire tract 1.03.03, adjacent to the tract where the booster pump station is being located, tract originally dedicated to Celebration CDD but more appropriate for Enterprise CDD, Celebration CDD will also do a quit-claim deed for this tract, and should be ready to convey in six month.

Discussion ensued regarding driveway should be on Enterprise CDD tract, and Celebration CDD is requesting to dedicate the full tract.

On MOTION by Mr. Harkness, seconded by Ms. Locher, with all in favor, unanimous approval was given to accept the dedication of tract 1.03.03 for the Island Village Phase 1A booster pump station.

#### ii. Eminent Domain

Ms. Sandy provided an update with Gray Robinson, and they have not received the appraisal from FDOT yet, so nothing further to report.

#### **Engineer**

#### i. Work Authorization 2023-02 to Prepare Annual Report

Mr. Kolb discussed work authorization 2023-02 to prepare the annual report for the Series 2012 bonds.

Discussion ensued regarding the bonds will be paid off in 2024, and one last annual engineering report is required. Site visits were done in July, and the report was submitted to accounting by the June 30 deadline.

Enterprise CDD August 16, 2023

On MOTION by Mr. Harkness, seconded by Mr. Johnson, with all in favor, unanimous approval was given to ratify work authorization 2023-02 with GAI Consultants to prepare the annual report for Series 2012 bonds, in the amount of \$6,000.

Mr. Kolb discussed the age of the utility system, collection system action plan, GIS, condition assessment, capacity analysis, priorities, power outage contingency plan, and future budget items to consider.

Discussion ensued regarding the District does not have an operating permit because it is a consecutive system from Toho Water Authority ("Toho"), and renewal for Toho's permit is 2027, which will require some information from the District.

#### F. District Representative

There being no report, the next item followed.

#### G. Mattamy Homes/Island Village

Mr. Simmons report clearing has started for the next phase in Island Village.

Discussion ensued regarding the connection options, but nothing has been decided.

ER OF BUSINESS  ng none, the next order of busi	Other Business and Supervisor Requests iness followed.
R OF BUSINESS meeting is scheduled for Wedr	Adjournment nesday, September 6, 2023, at 4:00 p.m.
On MOTION by Ms. Lochowith all in favor, the meeting	er, seconded by Mr. Harkness, g adjourned at 4:30 p.m.

Secretary/Assistant Secretary Chairman/Vice Chairman

# Subsection 4B Financial Statements

#### **MEMORANDUM**

TO: Board of Supervisors, Enterprise CDD FROM: Christian Haller, District Accountant CC: Angel Montagna, District Manager

DATE: February 23, 2024

SUBJECT: January Financial Report

Please find the attached January 2024 Financial Report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview of each of the District's funds is provided below. Should you have any questions or require additional information, please contact me at Christian.Haller@Inframark.com.

#### **Financial Report**

#### **General Fund**

Total Revenues through January are approximately 83% of the adopted budget.

Total Expenditures through January are approximately 32% of the adopted budget.

#### Adminstration

- ProfServ-Engineering GAI Consultants invoices through January 24.
- Insurance-General Liability FMIT Insurance invoices.

#### Field

- Contracts Landscape contract w/ Benchmark Landscaping.
- R&M-Painting Includes painted light poles -RSP painting invoice.

#### **Road and Street Facilities**

• Electricity - Streelighting - Duke Energy paid through current month.

#### Water Fund

Total revenues through January are approximately 39% of the adopted budget.

Total expenses through January approximately 37% of the adopted budget (excluding Debt Service).

#### Adminstration

- ProfServ-Trustee Fees Series 2012 US Bank Trustee Svcs thru April 2024
- Communication Telephone services through current month.

#### Field

- Electricity General Duke Energy invoices through current month.
- R&M Utility Maintenance utility repairs, water testing and monthly contracted services.

#### **Water Utility Services**

- Contracts Bulk Portable Water over budget by 5% for January 2024.
- Contracts Bulk Wastewater over budget by 9% for January 2024.
- Contracts Irrigation (Re-Use) over budget by 2% for January 2024.

# **ENTERPRISE**Community Development District

Financial Report

January 31, 2024

**Prepared by** 



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# **ENTERPRISE Community Development District**

**Financial Statements** 

(Unaudited)

January 31, 2024

# Community Development District

### **Balance Sheet** January 31, 2024

ACCOUNT DESCRIPTION GENERAL FUND		WA	TER & SEWER FUND	 TOTAL	
<u>ASSETS</u>					
Cash - Checking Account	\$	1,038,622	\$	1,574,401	\$ 2,613,023
Accounts Receivable		-		749,349	749,349
Allow -Doubtful Accounts		-		(4,327)	(4,327)
Due From Other Districts		-		138,507	138,507
Due From Other Funds		-		904,416	904,416
Investments:					
Money Market Account		566,436		1,627,987	2,194,423
Mutual Funds (Gov. Fund)		516,296		-	516,296
Treasury Bills (3 months)		2,151,817		-	2,151,817
Treasury Bills (6 months)		-		2,782,094	2,782,094
Connection Fees Fund		-		5,647,319	5,647,319
Maintenance Reserve		-		1,895,249	1,895,249
Operating Reserve		-		1,036,351	1,036,351
Reserve Fund		-		487,283	487,283
Revenue Fund		-		14,266	14,266
Sinking fund		-		240,000	240,000
Surplus		-		20,346	20,346
Deposits		-		200	200
Fixed Assets					
Land		-		218,400	218,400
Infrastructure		-		25,795,471	25,795,471
Accum Depr - Infrastructure		-		(16,726,124)	(16,726,124)
Property Under Capital Leases		-		344,576	344,576
Construction Work In Process		-		5,774,389	5,774,389
Other Fixed Assets		-		4,108,112	4,108,112
TOTAL ASSETS	\$	4,273,171	\$	36,628,265	\$ 40,901,436

# Community Development District

### **Balance Sheet** January 31, 2024

ACCOUNT DESCRIPTION	GEN	ERAL FUND	WAT	TER & SEWER FUND	TOTAL
LIABILITIES					
Accounts Payable	\$	53,152	\$	562,986	\$ 616,138
Accrued Expenses		1,146		861,758	862,904
Deposits		-		1,142,488	1,142,488
Revenue Bonds Payable-Current		-		960,000	960,000
Deferred Amount of Refunding		-		(363,049)	(363,049)
Acc Amort-Deferred Amt on Ref.		-		312,625	312,625
Due To Other Funds		904,416		-	904,416
TOTAL LIABILITIES		958,714		3,476,808	4,435,522
FUND BALANCES / NET ASSETS  Fund Balances Assigned to:					
Operating Reserves		174,050		-	174,050
Unassigned:		3,140,407		-	3,140,407
Net Assets					
Invested in capital assets,					
net of related debt		-		18,605,249	18,605,249
Restricted for Debt Service		-		3,693,494	3,693,494
Unrestricted/Unreserved		-		10,852,714	10,852,714
TOTAL FUND BALANCES / NET ASSETS	\$	3,314,457	\$	33,151,457	\$ 36,465,914
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$	4,273,171	\$	36,628,265	\$ 40,901,436

# Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	AR TO DATE BUDGET	AR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)
<u>REVENUES</u>					
Interest - Investments	\$	11,100	\$ 3,700	\$ 81,075	\$ 77,375
Right-of-Way Fees		330,000	110,000	170,897	60,897
Interest - Tax Collector		-	-	522	522
Special Assmnts- Tax Collector		364,861	291,889	334,902	43,013
Special Assmnts- Discounts		(14,594)	(11,676)	(13,396)	(1,720)
Other Miscellaneous Revenues		-	-	6,677	6,677
TOTAL REVENUES		691,367	393,913	580,677	186,764
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors		3,000	1,000	-	1,000
FICA Taxes		230	77	-	77
ProfServ-Engineering		23,000	7,667	25,669	(18,002)
ProfServ-Info Technology		1,300	433	394	39
ProfServ-Legal Services		10,000	3,333	374	2,959
ProfServ-Mgmt Consulting		63,000	21,000	21,000	-
ProfServ-Property Appraiser		200	-	-	-
Auditing Services		5,000	-	-	-
Communication - Telephone		1,700	567	180	387
Postage and Freight		500	167	98	69
Insurance - General Liability		19,000	6,333	10,835	(4,502)
Printing and Binding		500	167	1	166
Legal Advertising		3,000	1,000	-	1,000
Misc-Assessment Collection Cost		7,297	5,838	6,430	(592
Misc-Contingency		1,000	333	76	257
Misc-Web Hosting		1,600	533	776	(243
Office Supplies		400	133	-	133
Annual District Filing Fee		175	175	175	-
Total Administration		140,902	48,756	66,008	(17,252
Other Public Safety					
Contracts-Sheriff		20,000	6,667	-	 6,667
Total Other Public Safety		20,000	 6,667	 -	 6,667
Physical Environment					
Contracts-Water Quality		18,000	6,000	3,533	2,467
Contracts-Aquatic Control		5,000	1,667	1,640	27
Contracts-Pest Control		14,000	4,667	2,293	2,374
R&M-Wetland		500	 167	 -	 167
Total Physical Environment		37,500	 12,501	 7,466	5,035
Flood Control/Stormwater Mgmt					
R&M-Road Drainage		7,000	 2,333	 	 2,333
Total Flood Control/Stormwater Mgmt		7,000	 2,333	 <u> </u>	 2,333

# Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	,	ANNUAL ADOPTED BUDGET		AR TO DATE BUDGET	AR TO DATE ACTUAL	IIANCE (\$) /(UNFAV)
<u>Field</u>						
ProfServ-Field Management		185,000		61,667	65,027	(3,360)
Contracts-Landscape		100,000		33,333	46,667	(13,334)
Contracts-Irrigation		16,000		5,333	-	5,333
Contracts-Trash & Debris Removal		2,000		667	-	667
Contracts-Pine Straw		35,000		11,667	-	11,667
Contracts-Tree & Shrub Maintenance		20,000		6,667	-	6,667
Electricity - General		600		200	110	90
Utility - Refuse Removal		3,200		1,067	1,839	(772)
R&M-Boardwalks		12,000		4,000	-	4,000
R&M-Common Area		12,000		4,000	605	3,395
R&M-Other Landscape		15,000		5,000	1,575	3,425
R&M-Irrigation		10,000		3,333	1,620	1,713
R&M-Sidewalks		15,000		5,000	2,129	2,871
R&M-Hardscape Cleaning		7,000		2,333	-	2,333
R&M-Painting		1,000		333	21,673	(21,340)
R&M-Maintenance Building		8,000		2,667	3,010	(343)
Misc-Contingency		10,000		3,333	 668	 2,665
Total Field		451,800		150,600	 144,923	 5,677
Road and Street Facilities						(
Electricity - Streetlights		15,000		5,000	5,931	(931)
R&M-Road Cleaning		7,000		2,333	1,419	914
R&M-Roads & Alleyways		2,500		833	-	833
R&M-Signage		2,000		667	-	667
R&M-Streetlights		12,500		4,167	 	 4,167
Total Road and Street Facilities		39,000		13,000	 7,350	 5,650
TOTAL EXPENDITURES		696,202		233,857	225,747	8,110
Excess (deficiency) of revenues						
Over (under) expenditures		(4,835)		160,056	354,930	194,874
	-	<u> </u>				
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		(4,835)		-	-	
TOTAL FINANCING SOURCES (USES)		(4,835)		-	-	-
Net change in fund balance	\$	(4,835)	\$	160,056	\$ 354,930	\$ 194,874
FUND BALANCE, BEGINNING (OCT 1, 2023)		2,959,527		2,959,527	2,959,527	
FUND BALANCE, ENDING	\$	2,954,692	\$	3,119,583	\$ 3,314,457	
			_	· ·		

# Statement of Revenues, Expenses and Changes in Net Assets

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE.	AR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)
OPERATING REVENUES						
Interest - Investments	\$ 106,519	\$	35,506	\$	193,767	\$ 158,261
Water Revenue	1,818,118		606,039		666,872	60,833
Sewer Revenue	3,706,715		1,235,572		1,513,288	277,716
Irrigation Fees	1,546,529		515,510		653,152	137,642
Other Miscellaneous Revenues	30,000		10,000		14,743	4,743
Connection Fees - W/S	750,000		250,000		42,636	(207,364)
TOTAL OPERATING REVENUES	7,957,881		2,652,627		3,084,458	431,831
OPERATING EXPENSES						
Personnel and Administration						
P/R-Board of Supervisors	2,400		800		-	800
FICA Taxes	184		61		-	61
ProfServ-Engineering	35,000		11,667		3,594	8,073
ProfServ-Financial Advisor	5,000		1,667		-	1,667
ProfServ-Legal Services	16,000		5,333		-	5,333
ProfServ-Mgmt Consulting	64,000		21,333		21,333	-
ProfServ-Trustee Fees	4,055		1,352		1,988	(636
Auditing Services	5,000		1,667		-	1,667
Communication - Telephone	600		200		541	(341
Postage and Freight	500		167		21	146
Insurance - General Liability	18,000		18,000		10,814	7,186
Printing and Binding	800		267		-	267
Legal Advertising	500		167		-	167
Miscellaneous Services	5,000		1,667		456	1,211
Misc-Web Hosting	1,600		533		776	(243
Office Supplies	 500		167		-	167
<b>Total Personnel and Administration</b>	 159,139		65,048		39,523	 25,525
Water Utility Services						
Contracts-Bulk Potable Water	760,000		253,333		295,036	(41,703
Contracts-Bulk Wastewater	2,100,000		700,000		893,288	(193,288
Contracts-Misc Labor	5,000		1,667		-	1,667
Contracts-Irrigation (Re-Use)	 1,400,000		466,667		499,483	 (32,816
Total Water Utility Services	 4,265,000		1,421,667		1,687,807	 (266,140)
<u>Field</u>						
ProfServ-Field Management	408,000		136,000		136,000	-
Contracts-Utility Service	1,202,746		400,915		400,915	-
Electricity - General	110,000		36,667		43,652	(6,985
Internet - Lift stations	34,000		11,333		10,744	589
Rental - Container	2,400		800		-	800
R&M-Meter Change-Out	225,000		75,000		-	75,000
R&M-Utility Maintenance	1,000,000		333,333		405,059	(71,726)

## Statement of Revenues, Expenses and Changes in Net Assets

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	YE	AR TO DATE BUDGET	YE	AR TO DATE	RIANCE (\$) AV(UNFAV)
R&M-Maintenance Building		8,000		2,667		3,010	(343)
Misc-Contingency		2,500		833		-	833
Total Field		2,992,646		997,548		999,380	(1,832)
Debt Service Principal Debt Retirement Interest Expense		960,000 29,132		- 14,566		- 14,566	-
Total Debt Service		989,132		14,566		14,566	 
Total Debt Service		909,132		14,300		14,500	
TOTAL OPERATING EXPENSES		8,405,917		2,498,829		2,741,276	(242,447)
Operating income (loss)		(448,036)		153,798		343,182	 189,384
Change in net assets	\$	(448,036)	\$	153,798	\$	343,182	\$ 189,384
TOTAL NET ASSETS, BEGINNING (OCT 1, 2023)	3	32,808,275		32,808,275		32,808,275	
TOTAL NET ASSETS, ENDING	\$ 3	32,360,239	\$	32,962,073	\$	33,151,457	

# **ENTERPRISE**Community Development District

Supporting Schedules

January 31, 2024

#### Non-Ad Valorem Special Assessments - Osceola County Tax Collector

Monthly Collection Distributions For the Fiscal Year Ending September 30, 2024

				Discount /			G	eneral Fund
Date	Ne	t Amount	(	Penalties)	C	ollection		Gross
Received	F	Received		Amount Costs		Costs		Amount
Assessments Levie	ed in F	Y 2024					\$	364,860 100%
11/24/23	\$	28,574	\$	1,215	\$	583	\$	30,372
12/11/23	\$	109,599	\$	4,660	\$	2,237	\$	116,496
12/22/23	\$	176,903	\$	7,521	\$	3,610	\$	188,034
TOTAL	\$	315,076	\$	13,396	\$	6,430	\$	334,902
% COLLECTED								91.79%
TOTAL OUTSTA	NDING	}					\$	29,958

# **Community Development District**

#### **Cash and Investment Report**

January 31, 2024

#### **General Fund**

Account Name	Bank Name	Investment Type	Maturity	Yield	<u>Balance</u>
Checking Account- Operating	Truist		n/a	0.00%	\$847,079
Checking Account- Operating	Valley National		n/a	5.45%	\$190,360
Brokerage Checking Account	Valley National		n/a	0.00%	\$1,183 (1
				Subtotal	\$1,038,622
Money Market Account	Bank United	MMA	n/a	5.45%	\$566,436
				Subtotal	\$566,436
Mutual Fund	Goldman Sachs		n/a	4.93%	\$516,296
				Subtotal _	\$516,296
Treasury Bills (3 months)	Valley National	T-Bills	04/04/24	5.24%	\$2,151,817
Treateury Zine (e memine)	rane, ranena.	. 23	0 1/0 1/2 1	Subtotal _	\$2,151,817
			Total Gene	eral Fund	\$4,273,171

<sup>(1)</sup> Reconciliation pending, statement not available as of report date.

# **Community Development District**

#### **Cash and Investment Report**

January 31, 2024

#### Water & Sewer Fund

Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Truist		n/a	0.00%	\$1,487,477
Checking Account- Operating	Valley National		n/a	5.45%	\$86,924
				Subtotal	\$1,574,401
Money Market Account	Bank United	MMA	n/a	5.45%	\$1,310,995
Money Market Account	Valley National	MMA	n/a	5.45%	\$316,992
				Subtotal	\$1,627,987
Series 2012 Connection Fund	US Bank	US Bank Gcts	n/a	5.25%	\$5,647,319
Series 2012 Maintenance Reserve	US Bank	US Bank Gcts	n/a	5.25%	\$1,895,249
Series 2012 Operating Reserve Fund	US Bank	US Bank Gcts	n/a	5.25%	\$1,036,351
Series 2012 Reserve Fund	US Bank	US Bank Gcts	n/a	5.25%	\$487,283
Series 2012 Revenue Fund	US Bank	US Bank Gcts	n/a	5.25%	\$14,266
Series 2012 Sinking Fund	US Bank	US Bank Gcts	n/a	5.25%	\$240,000
Series 2012 Surplus Fund	US Bank	US Bank Gcts	n/a	5.25%	\$20,346
				Subtotal	\$9,340,814
Treasury Bills (6 months)	Valley National	T-Bills	03/28/24	5.29%	\$2,782,094
, , ,	·			Subtotal	\$2,782,094
		т	otal Water / Sewer Fund	-	\$15,325,296

## **Right-of-Way Fees Electricity**

January 31, 2024

Posting Date	<b>Payment Month</b>	Amount
10/31/2023	October	\$49,268
11/30/2023	November	\$42,404
12/31/2023	December	\$41,364
1/31/2024	January	\$37,861
Total		\$170,897

## **ENTERPRISE**

# **Community Development District**

#### **Due To/From Other Districts**

For the Period from 10/1/23 to 1/31/24

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
				BEGININNG BALANCE		BALANCE B/F 133500			83,510.29
ACH		10/30/23	Vendor	DUKE ENERGY-ACH	092823ACH	BILL PRD 9/27-10/26/23	Electricity - General	133500	13,945.80
ACH		11/30/23	Vendor	DUKE ENERGY-ACH	113023ACH	BILL PRD 10/27-11/26/23	Electricity - General	133500	14,018.42
ACH		12/26/23	Vendor	DUKE ENERGY-ACH	122623ACH	BILL PRD 11/28-12/22/23	Electricity - General	133500	14,015.71
ACH		01/30/24	Vendor	DUKE ENERGY-ACH	013024 ACH	BILL PRD 12/28-1/26/24	Electricity - General	133500	13,016.64
								-	
								Net Account Total	138,506.86

# Subsection 4C Check Register

# **ENTERPRISE**Community Development District

**Check Register** 

7/1/23-1/31/24

#### Community Development District

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid				
GENE	GENERAL FUND - 001											
001 001	004492 012541		ENTERPRISE CDD BACKYARD DESIGN PROS LLC	070323-2 200	TRFR FROM GF TO EF 1 YD ENTERPRISE SIDEWALK	Due From Other Funds R&M-Sidewalks	131000 546084-53901	\$25,803.23 \$330.00				
001	012541		CELEBRATION CDD	07012023-CAM	JULY 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00				
001	012542		CELEBRATION HARDWARE	358479	MACHETE W/SHEATH BLD 18IN	R&M-Common Area	546016-53901	\$16.99				
001	012543		CELEBRATION HARDWARE	359349	PAINT SUPPLIES	R&M-Common Area	546016-53901	\$189.09				
001	012543		CELEBRATION HARDWARE	359836	CONCRETE MIX	R&M-Common Area	546016-53901	\$79.84				
001	012543		CELEBRATION HARDWARE	359878	CONCRETE MIX	R&M-Common Area	546016-53901	\$49.90				
001	012543		CLARKE ENVIRONMENTAL MOSQUITO	001029665	MOSQUITO MGMT SVCS JUNE 2023	Contracts-Pest Control	534125-53001	\$1,146.41				
001	012547		INFRAMARK, LLC	96977	JUNE 2023 MGMT FEES	Postage and Freight	541006-51301	\$54.00				
001	012547		INFRAMARK, LLC	96977	JUNE 2023 MGMT FEES  JUNE 2023 MGMT FEES	Printing and Binding	547001-51301	\$54.00 \$1.80				
001	012547		INFRAMARK, LLC	96977	JUNE 2023 MGMT FEES	ProfServ-Mamt Consulting Serv		\$5,044.67				
001	012547		INFRAMARK, LLC	96977	JUNE 2023 MGMT FEES  JUNE 2023 MGMT FEES	ProfServ-Field Management	531027-51201 531016-53901	\$14,888.67				
001	012547		INFRAMARK, LLC	96977	JUNE 2023 MGMT FEES  JUNE 2023 MGMT FEES	ProfServ-Info Technology		\$14,000.67				
001	012547		INFRAMARK, LLC	96977	JUNE 2023 MGMT FEES  JUNE 2023 MGMT FEES	Misc-Records Storage	531020-51301 549069-51301	\$840.00				
001	012553		BACKYARD DESIGN PROS LLC	206	2 YARDS OF CONCRETE	R&M-Sidewalks	546084-53901	\$630.00				
001	012553		BENCHMARK ENVIROANALYTICAL, INC.	23061719	JUNE 2023 COMPOSITE	Contracts-Water Quality	534048-53001	\$495.50				
001	012554		BENCHMARK ENVIROANALYTICAL, INC.	M23060459	BACTERIOLOGICAL ANALYSIS 06/13, 06/27/23	Contracts-Water Quality  Contracts-Water Quality	534048-53001	\$325.00				
001	012555		BENCHMARK LANDSCAPING	733	MAINT SVCS JULY 2023	Contracts-Landscape	534050-53901	\$11,666.64				
001	012555		BENCHMARK LANDSCAPING  BENCHMARK LANDSCAPING	826	ENHANCEMENT SVCS 7/17/23	R&M-Other Landscape	546036-53901	\$2,872.00				
001	012558		CELEBRATION HARDWARE	360438	COUPLING PVC PRESSURE	R&M-Common Area	546016-53901	\$6.32				
001	012558		CELEBRATION HARDWARE	360494	BLEACH LIQUID FRESH SCENT	R&M-Common Area	546016-53901	\$14.34				
001	012558		CELEBRATION HARDWARE	360557	WRENCH COMBO 1/2 INCH	R&M-Common Area	546016-53901	\$5.39				
001	012559		CELEBRATION SANITATION SERVICES, LLC	103912	JULY 2023 SVC	Utility - Refuse Removal	543020-53901	\$101.62				
001	012561		FACILITIES PRO-SWEEP	4548	JULY 2023 POWER SWEEPING SVCS	R&M-Road Cleaning	546080-54101	\$354.66				
001	012563		INFRAMARK, LLC	97962	OPERATIONS MGMT JULY 2023	FIRE HYDRANT REPAIR	546160-53901	\$707.51				
001	012564		K & D CONCRETE INC	251	UTILITY REPAIRS	R&M-Utility Maintenance	546160-53901	\$700.00				
001	012584	08/02/23		080223-VOID	VOID FOR AUTOPAY	Misc-Contingency	549900-51301	\$0.01				
001	012585		1550 CASTILE LLC	062623-7136	1550 CASTILE ST - WR	Other Current Liabilities	229000	\$123.76				
001	012588		BENCHMARK ENVIROANALYTICAL, INC.	23070542	MONTHLY COMPOCITE 7/11/23	Contracts-Water Quality	534048-53001	\$530.50				
001	012588	08/15/23	BENCHMARK ENVIROANALYTICAL, INC.	M23070132	BACTERIOLOGICAL ANALYSIS 07/11/23	Contracts-Water Quality	534048-53001	\$75.00				
001	012588	08/15/23	BENCHMARK ENVIROANALYTICAL, INC.	M23070353	BACTERIOLOGICAL ANALYSIS	Contracts-Water Quality	534048-53001	\$232.50				
001	012589	08/15/23	BENCHMARK LANDSCAPING	883	AUG 2023 MAINT SVC	Contracts-Landscape	534050-53901	\$11,666.64				
001	012590	08/15/23	BRIAN KENSIL	062723-9623	708 GOLFPARK DR - WR	Other Current Liabilities	229000	\$205.22				
001	012591	08/15/23	CELEBRATION CDD	080123-CAM	AUG 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00				
001	012592	08/15/23	CELEBRATION HARDWARE	362334	PADLOCK 2IN COMB 1.5 IN SHACK	R&M-Common Area	546016-53901	\$43.98				
001	012593	08/15/23	CELEBRATION SANITATION SERVICES, LLC	103937	AUGUST 2023 SVCS	Utility - Refuse Removal	543020-53901	\$101.62				
001	012595	08/15/23	CLARKE ENVIRONMENTAL MOSQUITO	001030507	JULY 2023 MOSQUITO MGMNT SVC	Contracts-Pest Control	534125-53001	\$1,146.41				
001	012599	08/15/23	GAI CONSULTANTS	2191101	ENGG SVCS THRU JULY 2023	ProfServ-Engineering	531013-51501	\$500.00				
001	012601	08/15/23	INFRAMARK, LLC	98398	JULY 2023 MGMT FEES	ADMIN FEES	531027-51201	\$5,044.67				
001	012601		INFRAMARK, LLC	98398	JULY 2023 MGMT FEES	FIELD OPS	531016-53901	\$14,888.67				
001	012601		INFRAMARK, LLC	98398	JULY 2023 MGMT FEES	INFO TECH	531020-51301	\$98.58				
001	012601	08/15/23	INFRAMARK, LLC	98398	JULY 2023 MGMT FEES	POSTAGE	541006-51301	\$18.00				
001	012601		INFRAMARK, LLC	98398	JULY 2023 MGMT FEES	RECORD STORAGE FEES	549069-51301	\$840.00				
001	012602		KUTAK ROCK LLP	3252973	GENERAL COUNSEL- LEGAL SVCS	ProfServ-Legal Services	531023-51401	\$221.10				
001	012602	08/15/23	KUTAK ROCK LLP	3252974	MONTHLY MEETING JUNE 2023	ProfServ-Legal Services	531023-51401	\$2,000.00				
001	012604		OSCEOLA NEWS GAZETTE	3CE4799F-0004	NOTICE OF MEETING 7/13, 7/20	Legal Advertising	548002-51301	\$148.03				
001	012606		SUNSHINE STATE ONE CALL OF FLA	PS-INV1025840	ASSESSMENT BILLING 2023-2024	Communication - Telephone	541003-51301	\$45.04				
001	012608		BENCHMARK LANDSCAPING	949	TREE REMOVAL	R&M-Other Landscape	546036-53901	\$850.00				
001	012611	08/15/23		8-210-02518	POSTAGE JULY 2023	Postage and Freight	541006-51301	\$23.52				
001	012620		BENCHMARK ENVIROANALYTICAL, INC.	23070982	SAMPLE ANALYSIS 7/18/23	Contracts-Water Quality	534048-53001	\$400.00				
001	012620		BENCHMARK ENVIROANALYTICAL, INC.	23070540	DESINFECTION BYPRODUCTS 7/11/23	Contracts-Water Quality	534048-53001	\$388.00				
001	012621		BENCHMARK LANDSCAPING	982	IRR REPAIRS 08/18/23	R&M-Irrigation	546041-53901	\$867.10				
001	012625		CELEBRATION HARDWARE	365162	MAINT SUPPLIES	R&M-Common Area	546016-53901	\$139.99				
001	012631	08/31/23	FACILITIES PRO-SWEEP	4639	POWER SWEEPING SVCS AUG 2023	R&M-Road Cleaning	546080-54101	\$354.66				

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	012632	08/31/23	INFRAMARK, LLC	99890	MGMT SVCS THRU AUG 2023	ADMIN FEES	531027-51201	\$5,044.67
001	012632		INFRAMARK, LLC	99890	MGMT SVCS THRU AUG 2023	FIELD OPS	531016-53901	\$14,888.67
001	012632	08/31/23	INFRAMARK, LLC	99890	MGMT SVCS THRU AUG 2023	COMPUTER SVCS	531020-51301	\$98.58
001	012632	08/31/23	INFRAMARK, LLC	99890	MGMT SVCS THRU AUG 2023	COMPUTER SVCS	541006-51301	\$5.67
001	012632	08/31/23	INFRAMARK, LLC	99890	MGMT SVCS THRU AUG 2023	COMPUTER SVCS	549069-51301	\$840.00
001	012640	09/05/23	CELEBRATION HARDWARE	367314	KEY BLANK / KEYTAG	R&M-Common Area	546016-53901	\$3.18
001	012641	09/05/23	CHRISTOPHER INGRAM	081123-2634	WATER REFUNDS 07/11/23-07/26/23	Other Current Liabilities	229000	\$54.84
001	012642	09/05/23	GAI CONSULTANTS	2192376	ENGG SVCS 7/9-8/05/2023	ProfServ-Engineering	531013-51501	\$3.555.00
001	012642	09/05/23	GAI CONSULTANTS	2192376	ENGG SVCS 7/9-8/05/2023	ProfServ-Engineering	531013-51501	\$0.28
001	012642		GAI CONSULTANTS	2192381	PROF SRV 7/9/2023 - 8/05/2023	ProfServ-Engineering	531013-51501	\$117.90
001	012646		CELEBRATION CDD	090123-CAM	SEPT 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
001	012648		CLARKE ENVIRONMENTAL MOSQUITO	001031100	AUG 2023 MOSQUITO MGMNT SVCS	Contracts-Pest Control	534125-53001	\$1,146.41
001	012652		BENCHMARK ENVIROANALYTICAL, INC.	M23080092	BACTERIOLOGICAL ANALYSIS 08/07/23	Contracts-Water Quality	534048-53001	\$250.00
001	012652		BENCHMARK ENVIROANALYTICAL, INC.	M23080320	BACTERIOLOGYCAL ANALYSIS 08/21/23	Contracts-Water Quality	534048-53001	\$320.00
001	012653		BENCHMARK LANDSCAPING	1051	SEP 2023 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$11.666.64
001	012654		CELEBRATION CDD	091423	REEDY CREEK IMPROVEMENTS FY 2022	Due From Other Funds	131000-53901	\$5,218.65
001	012655		CELEBRATION HARDWARE	369047	FASTENERS/BLADE MASNRY HIGH PERF	R&M-Common Area	546016-53901	\$42.50
001	012656		CELEBRATION HARDWARE CELEBRATION SANITATION SERVICES, LLC	103958	REFUSE REMOVAL SEPT 2023	Utility - Refuse Removal	543020-53901	\$101.62
001			INFRAMARK, LLC			ADMIN FEES		
	012659		*	101178	SEPT 2023 MGMT FEES		531027-51201	\$5,112.08
001	012659		INFRAMARK, LLC	101178	SEPT 2023 MGMT FEES	FIELD OPS	531016-53901	\$32,992.17
001	012659		INFRAMARK, LLC	101177	SEPT 2023 MGMT FEES	COMPUTER SVCS	531020-51301	\$98.58
001	012659		INFRAMARK, LLC	101177	SEPT 2023 MGMT FEES	RECORD STORAGE FEE	549069-51301	\$840.00
001	012659		INFRAMARK, LLC	101177	SEPT 2023 MGMT FEES	ADMIN FEES	531027-51201	\$5,044.67
001	012659		INFRAMARK, LLC	101177	SEPT 2023 MGMT FEES	FIELD OPS	531016-53901	\$14,888.67
001	012660		PRO-CONTROLS & AUTOMATION	2-08292023	REUSE PUMPS	R&M-Irrigation	546041-53901	\$2,240.00
001	012662		SITEX AQUATICS LLC	7447	LAKE SVCS JUNE 2023	Contracts-Aquatic Control	534067-53001	\$410.00
001	012662	09/20/23	SITEX AQUATICS LLC	7645B	JULY 2023 LAKE MAINT 4 WATERWAYS	Contracts-Aquatic Control	534067-53001	\$410.00
001	012662	09/20/23	SITEX AQUATICS LLC	7705B	AUG 2023 LAKE MAINT 4 WATERWAYS	Contracts-Aquatic Control	534067-53001	\$410.00
001	012662	09/20/23	SITEX AQUATICS LLC	7660B-36	SEP 2023 LAKE MAINT 4 WATERWAYS	Contracts-Aquatic Control	534067-53001	\$410.00
001	012666	09/20/23	SUNSHINE STATE ONE CALL OF FLA	PS-INV1026846	SEP 2023 ASSESSMENT 2023-2024	Communication - Telephone	541003-51301	\$45.04
001	012670	09/26/23	BENCHMARK ENVIROANALYTICAL, INC.	M23090040	BACTERIOLOGICAL ANALYSIS SEP 2023	Contracts-Water Quality	534048-53001	\$90.00
001	012674	09/26/23	K & D CONCRETE INC	255	UTILITY MAINT- CONCRETE MATERIAL FOR SIDEWALKS	R&M-Sidewalks	546084-53901	\$693.00
001	012677	10/03/23	OSCEOLA NEWS GAZETTE	3CE4799F-0005	NOTICE OF MEETING 9/21/23	Legal Advertising	548002-51301	\$65.34
001	012680	10/06/23	BENCHMARK ENVIROANALYTICAL, INC.	M23090159	BACTERIOLOGICAL ANALYSIS- WATER SYSTEM	Contracts-Water Quality	534048-53001	\$285.00
001	012681	10/06/23	BENCHMARK LANDSCAPING	1209	MAINT SVCS CONTRACT OCT 2023	Contracts-Landscape	534050-53901	\$11,666.64
001	012682	10/06/23	CELEBRATION SANITATION SERVICES, LLC	103982	OCT 2023 SERVICE	Utility - Refuse Removal	543020-53901	\$101.62
001	012683		CLARKE ENVIRONMENTAL MOSQUITO	001031429	SEPT 2023 MOSQUITO MGMNT SVCS	Contracts-Pest Control	534125-53001	\$1,146.41
001	012686	10/06/23	FACILITIES PRO-SWEEP	4729	9/20/23 POWER SWEEPING SVCS	R&M-Road Cleaning	546080-54101	\$354.66
001	012687		GAI CONSULTANTS	2193512	ENGG SVCS THRU AUG 2023 -	ProfServ-Engineering	531013-51501	\$6,000.00
001	012687		GAI CONSULTANTS	2193511	ENGG SVCS THRU AUG 2023	ProfServ-Engineering	531013-51501	\$1,250.00
001	012688		INFRAMARK, LLC	101886	VARIABLE CHARGES SEPT 2023	Postage and Freight	541006-51301	\$48.51
001	012688		INFRAMARK, LLC	101886	VARIABLE CHARGES SEPT 2023	GRINDING WHEELS FOR SIDEWALKS	546084-53901	\$565.33
001	012692		KUTAK ROCK LLP	3282437	LEGAL COUNSEL - GENERAL COUNSEL	ProfServ-Legal Services	531023-51401	\$565.50
001	012692		KUTAK ROCK LLP	3282438	LEGAL COUNSEL - AUG 2023	ProfServ-Legal Services	531023-51401	\$2.000.00
001	012695		SITEX AQUATICS LLC	7819B	OCT 2023 LAKE MAINT 4 WATERWAYS	Contracts-Aquatic Control	534067-53001	\$410.00
						•		
001	012698		BENCHMARK ENVIROANALYTICAL, INC.	23081414	AUG 2023 MONTHLY COMPOSITE	Contracts-Water Quality	534048-53001	\$268.00
001	012698		BENCHMARK ENVIROANALYTICAL, INC.	23090796	SEPT 2023 MONTHLY COMPOSITE	Contracts-Water Quality	534048-53001	\$408.00
001	012698		BENCHMARK ENVIROANALYTICAL, INC.	M23050423	BACTERIOLOGICAL ANALYSIS- WATER SYSTEM DISTRIBUTIO	Contracts-Water Quality	534048-53001	\$337.50
001	012699		CELEBRATION CDD	100123-CAM	OCT 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
001	012702		SITEONE LANDSCAPE SUPPLY HOLDING, LLC	130594522-001	HERBICIDE GRANULES - WEED KILLER	HERBICIDE GRANULE - WEED KILLER	534135-53901	\$199.56
001	012702		SITEONE LANDSCAPE SUPPLY HOLDING, LLC	132247003-001	IRR REPAIRS	R&M-Irrigation	546041-53901	\$2,387.22
001	012702		SITEONE LANDSCAPE SUPPLY HOLDING, LLC	132662328-001	IRR REPAIRS	R&M-Irrigation	546041-53901	\$817.39
001	012702	10/17/23	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	132662328-002	IRR REPAIRS	R&M-Irrigation	546041-53901	\$800.18
001	012703	10/17/23	SUNSHINE STATE ONE CALL OF FLA	PS-INV1027842	SEPT 2023 ASSESSMENT BILL 2023-2024	Communication - Telephone	541003-51301	\$45.04
001	012709	10/30/23	FACILITIES PRO-SWEEP	4795	POWER SWEEPING SVCS 10/19/23	R&M-Road Cleaning	546080-54101	\$354.66
001	012713	11/09/23	BENCHMARK ENVIROANALYTICAL, INC.	M23090498	BACTERIOLOGICAL ANALYSIS	Contracts-Water Quality	534048-53001	\$232.50
001	012713	11/09/23	BENCHMARK ENVIROANALYTICAL, INC.	M23100157	BACTERIOLOGICAL ANALYSIS - 10/10/23	Contracts-Water Quality	534048-53001	\$250.00

#### Community Development District

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	012713	11/09/23	BENCHMARK ENVIROANALYTICAL, INC.	M23100455	BACTERIOLOGICAL ANALYSIS-10/24/23	Contracts-Water Quality	534048-53001	\$250.00
001	012714	11/09/23	CELEBRATION CDD	110123-CAM	NOV 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
001	012715	11/09/23	CELEBRATION HARDWARE	375668	FASTENERS/ANCHOR PLAS/1HOLE SNAP TRAP	R&M-Common Area	546016-53901	\$14.77
001	012715		CELEBRATION HARDWARE	375683	BIT HMMR	R&M-Common Area	546016-53901	\$15.48
001	012716	11/09/23	CELEBRATION SANITATION SERVICES, LLC	104003	NOV 2023 SVCS 2YRD X 2XPW	Utility - Refuse Removal	543020-53901	\$101.62
001	012717		CLARKE ENVIRONMENTAL MOSQUITO	001031601	MOSQUITO MGMNT SVC OCT 2023	Contracts-Pest Control	534125-53001	\$1,146.41
001	012718		DEPT OF ECONOMIC OPPORTUNITY	87942	DISTRICT FILING FEES FY 2023/24	Annual District Filing Fee	554007-51301	\$175.00
001	012719		GAI CONSULTANTS	2194734	ENGG SVCS 9/10-10/7/23	ISLAND VILLAGE	531013-51501	\$555.00
001	012719		GAI CONSULTANTS	2194883	ENGG SVCS THRU OCT 2023 ISLAND VILLAGE	ISLAND VILLAGE	531013-51501	\$3,512.23
001	012722		•	103618	OCT 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,250.00
001	012722		INFRAMARK, LLC	103618	OCT 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$15,416.67
001	012722		INFRAMARK, LLC	103618	OCT 2023 MGMT FEES	ProfServ-Info Technology	531020-51301	\$98.58
001	012722		INFRAMARK, LLC	103618	OCT 2023 MGMT FEES	Misc-Records Storage	549069-51301	\$840.00
001	012726		SITEX AQUATICS LLC	7598B	NOV 2023 LAKE MAINT - 4 WATERWAYS	Contracts-Aquatic Control	534067-53001	\$410.00
001	012727		SUNSHINE STATE ONE CALL OF FLA	PS-INV1028841	OCT 2023 ASSESSMENT BILLING	Communication - Telephone	541003-51301	\$45.04
001	012730		BENCHMARK ENVIROANALYTICAL, INC.	M23110075	BACTERIOLOGICAL ANALYSIS- WATER SYSTEM	Contracts-Water Quality	534048-53001	\$357.50
001	012731		BENCHMARK LANDSCAPING	1362	NOV 2023 LANDSCAPE MAINT SVC	Contracts-Landscape	534050-53901	\$11,666.64
001			CELEBRATION CDD	093023		Due From Other Districts	133500-53901	\$20,000.00
001	012733		CELEBRATION CDD	093023-B	LAW ENF SVCS SEPT / OCT 2023	Contracts-Sheriff	534100-52901	\$22,225.60
001	012741		BENCHMARK ENVIROANALYTICAL, INC.	23101332	MONTHLY COMPOSITE 10/24/23	Contracts-Water Quality	534048-53001	\$408.00
001	012743		CELEBRATION HARDWARE	378411	FASTENERS/BIT INSERT NO2 PHLLIPS	R&M-Common Area	546016-53901	\$16.88
001	012744		CELEBRATION SANITATION SERVICES, LLC	104025	REFUSE REMOVAL DEC 2023 SVCS	Utility - Refuse Removal	543020-53901	\$101.62
001	012747		FACILITIES PRO-SWEEP	4889	POWER SWEEPING SVCS 10/24/23	R&M-Road Cleaning	546080-54101	\$354.66
001	012748	12/05/23		8-274-07771	POSTAGE	Postage and Freight	541006-51301	\$14.67
001	012749		GAI CONSULTANTS	2196162	ENGG SVCS THRU NOV 2023	ISLAND VILLAGE	531013-51501	\$3,033.73
001	012750		INFRAMARK, LLC	104824	NOV 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,250.00
001	012750		INFRAMARK, LLC	104824	NOV 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$15,416.67
001	012750		INFRAMARK, LLC	104824	NOV 2023 MGMT FEES	Misc-Web Hosting	549915-51301	\$98.58
001	012750		INFRAMARK, LLC	104824	NOV 2023 MGMT FEES	Misc-Contingency	549900-51301	\$840.00
001	012750		INFRAMARK, LLC	104968	OCT 2023 VARIABLE CHARGES	Postage and Freight	541006-51301	\$21.42
001	012750		INFRAMARK, LLC	104968	OCT 2023 VARIABLE CHARGES	R&M-Sidewalks	546084-53901	\$499.22
001	012750			104968	OCT 2023 VARIABLE CHARGES	R&M-Sidewalks	546084-53901	\$499.22
001	012750		INFRAMARK, LLC	104968	OCT 2023 VARIABLE CHARGES	VACCUUM BAGS FOR CONCRETE GRINDING	549900-53901	\$158.11
001	012750		INFRAMARK, LLC	104968	OCT 2023 VARIABLE CHARGES	TIRES FOR KUBOTA	549900-53901	\$470.92
001	012750		INFRAMARK, LLC	105378	NOV 2023 VARIABLE CHARGES	Postage and Freight	541006-51301	\$18.90
001	012750		INFRAMARK, LLC	105378	NOV 2023 VARIABLE CHARGES	GLOVES	549900-53901	\$38.94
001	012750		INFRAMARK, LLC	105378	NOV 2023 VARIABLE CHARGES	Printing and Binding	547001-51301	\$0.68
001	012752		SITEX AQUATICS LLC	7732-B	DEC 2023 LAKE MAINT SVCS 4 WATERWAYS	Contracts-Aquatic Control	534067-53001	\$410.00
001	012755		STEELHEAD CONSTRUCTION	1011572	SUPPLY 6 INSTALL COLUMN CAPS	R&M-Common Area	546016-53901	\$7,000.00
001	012758		CELEBRATION CDD	120123-CAM	DEC 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
001	012763			PS-INV1029845	ASSESSMENT BILLING FY2023-2024	Communication - Telephone	541003-51301	\$45.04
001	012765		BENCHMARK LANDSCAPING	55686	LANDSCAPE AREA - CLEAN UP	R&M-Other Landscape	546036-53901	\$1,575.00
001	012767		BENCHMARK ENVIROANALYTICAL, INC.	23111488	DEC 2023 COMPOSITE	Contracts-Water Quality	534048-53001	\$511.75
001	012767		BENCHMARK ENVIROANALYTICAL, INC.	M23110401	WATER SYSTEM- BACTERIOLOGICAL ANALYSIS	Contracts-Water Quality	534048-53001	\$75.00
001	012767		BENCHMARK ENVIROANALYTICAL, INC.	M23120102	WATER SYSTEM- BACTERIOLOGICAL ANALYSIS	Contracts-Water Quality	534048-53001	\$267.50
001	012767		BENCHMARK ENVIROANALYTICAL, INC.	23111489	REUSE WATER ANALYSIS	Contracts-Water Quality	534048-53001	\$62.00
001	012767		BENCHMARK ENVIROANALYTICAL, INC.	M23120274	WATER SYSTEM- BACTERIOLOGICAL ANALYSIS	Contracts-Water Quality	534048-53001	\$232.50
001	012768		BENCHMARK LANDSCAPING	56518	DEC 2023 LANDSCAPE MAINT SVC	Contracts-Landscape	534050-53901	\$11,666.64
001	012776		FACILITIES PRO-SWEEP	4938	SWEEPING SERVICES ON 12/13/23	R&M-Road Cleaning	546080-54101	\$354.66
001	012777	01/03/24		8-344-34332	POSTAGE	Postage and Freight	541006-51301	\$14.36
001	012778		GAI CONSULTANTS	2197033	ENGG SVCS THRU 12/9/23	CELBRATION BLVD / ISLAND VILLAGE	531013-51501	\$12,026.96
001	012778		GAI CONSULTANTS	2197031	ENGG SVCS THRU DEC 2023	CELBRATION BLVD / ISLAND VILLAGE	531013-51501	\$1,750.00
001	012780		INFRAMARK, LLC	107029	DEC 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,250.00
001	012780		INFRAMARK, LLC	107029	DEC 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$15,416.67
001	012780		INFRAMARK, LLC	107029	DEC 2023 MGMT FEES	ProfServ-Info Technology	531020-51301	\$98.58
001	012780		INFRAMARK, LLC	107029	DEC 2023 MGMT FEES	Misc-Records Storage	549069-51301	\$840.00
001	012781	01/03/24	KUTAK ROCK LLP	3326147	LEGAL COUNSEL THRU OCT 2023	ProfServ-Legal Services	531023-51401	\$124.00

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001	012783	01/03/24	SITEX AQUATICS LLC	7855-B	JAN 2024 LAKE SVC 4 WATERWAYS	Contracts-Aquatic Control	534067-53001	\$410.00
001	012787	01/11/24	CELEBRATION CDD	010124-CAM	JAN 2024 CAM	O&M-Maintenance Building	546907-53901	\$602.00
001	012788	01/11/24	CELEBRATION SANITATION SERVICES, LLC	104093	JAN 2024 SVCS	Utility - Refuse Removal	543020-53901	\$101.62
001	012792	01/11/24	FLORIDA MUNICIPAL INSURANCE TR	INV-39452-Q8Z9	SEC INSTALL 23/24 FUND YEAR	Insurance - General Liability	545002-51301	\$10,814.25
001	012795	01/24/24	BENCHMARK ENVIROANALYTICAL, INC.	23120461	DEC 2023 COMPOSITE	Contracts-Water Quality	534048-53001	\$323.00
001	012795	01/24/24	BENCHMARK ENVIROANALYTICAL, INC.	M24010033	BACTERIOLOGICAL ANALYSIS-WATER SYST	Contracts-Water Quality	534048-53001	\$75.00
001	012796	01/24/24	BENCHMARK LANDSCAPING	61057	JAN 2024 LANDSCAPE MAINT SVC	Contracts-Landscape	534050-53901	\$11,666.64
001	012800	01/24/24	INNERSYNC	21968	CDD WEBSITE SVCS	Misc-Web Hosting	549915-51301	\$1,552.50
001	012807	01/24/24	PPG ARCHITECTURAL FINISHES	919920003994	PAINTING SUPPLIES	R&M-Painting	546313-53901	\$544.64
001	012808	01/24/24	RENTAL WORLD OSCEOLA INC	382880A	HOSE/OIL/DIAMOND BLADE	R&M-Common Area	546016-53901	\$523.31
001	012810	01/24/24	SUNSHINE STATE ONE CALL OF FLA	PS-INV1030849	TELEPHONE BILLING FY2023-2024	Communication - Telephone	541003-51301	\$45.04
001	012811	01/31/24	FEDEX	8-378-75931	POSTAGE TO FMIT	Postage and Freight	541006-51301	\$15.54
001	ACH139	07/20/23	DUKE ENERGY-ACH	062923 ACH	BILL PRD 5/2-6/27/23	Electricity - Streetlighting	543013-54101	\$1,502.61
001	ACH139	07/20/23	DUKE ENERGY-ACH	062923 ACH	BILL PRD 5/2-6/27/23	Electricity - General	543006-53901	\$45.74
001	ACH140	07/20/23	REPUBLIC SERVICES #690	0690-000694725 ACH	REFUSE REMOVAL JUNE 2023	Utility - Refuse Removal	543020-53901	\$180.00
001	ACH142	08/18/23	DUKE ENERGY-ACH	072823 ACH	BILL PRD 6/28-7/26/23	Electricity - Streetlighting	543013-54101	\$1,502.61
001	ACH142	08/18/23	DUKE ENERGY-ACH	072823 ACH	BILL PRD 6/28-7/26/23	Electricity - General	543006-53901	\$44.47
001	ACH143	08/22/23	REPUBLIC SERVICES #690	0690-000698348 ACH	REFUSE REMOVAL	Utility - Refuse Removal	543020-53901	\$357.50
001	ACH145	09/20/23	REPUBLIC SERVICES #690	0690-000701735 ACH	REFUSE REMOVAL	Utility - Refuse Removal	543020-53901	\$180.00
001	ACH148	09/20/23	DUKE ENERGY-ACH	092023 ACH		Electricity - Streetlighting	543013-54101	\$1,502.61
001	ACH148	09/20/23	DUKE ENERGY-ACH	092023 ACH		Electricity - General	543006-53901	\$45.61
001	ACH148	09/20/23	DUKE ENERGY-ACH	092023 ACH	TO CORRECT ACH POSTED	Electricity - General	543006-53901	(\$32.62)
001	ACH149	10/19/23	DUKE ENERGY-ACH	092823 ACH	BILL PRD 8/29-9/26/23	Electricity - Streetlighting	543013-54101	\$1,504.10
001	ACH149	10/19/23	DUKE ENERGY-ACH	092823 ACH	BILL PRD 8/29-9/26/23	Electricity - General	543006-53901	\$44.48
001	ACH150	10/24/23	REPUBLIC SERVICES #690	0690-000705056	9/21 REFUSE REMOVAL	Utility - Refuse Removal	543020-53901	\$715.00
001	ACH151	10/30/23	DUKE ENERGY-ACH	090723 ACH	BILL PRD 8/5-9/6/23	Electricity - General	543006-53901	\$32.62
001	ACH153	11/20/23	DUKE ENERGY-ACH	1030023 ACH	BILL PRD 9/27-10/26/23	Electricity - General	543006-53901	\$43.86
001	ACH153	11/20/23	DUKE ENERGY-ACH	1030023 ACH	BILL PRD 9/27-10/26/23	Electricity - Streetlighting	543013-54101	\$1,504.10
001	ACH154	11/20/23	REPUBLIC SERVICES #690	0690-000708407	REFUSE REMOVAL	Utility - Refuse Removal	543020-53901	\$180.00
001	ACH155	12/22/23	DUKE ENERGY-ACH	11/3023 ACH		Electricity - Streetlighting	543013-54101	\$1,511.61
001	ACH155	12/22/23	DUKE ENERGY-ACH	11/3023 ACH		Electricity - General	543006-53901	\$44.65
001	ACH156	12/22/23	REPUBLIC SERVICES #690	0690-000711916	REFUSE REMOVAL NOV 2023	Utility - Refuse Removal	543020-53901	\$180.00
001	ACH159	01/17/24	DUKE ENERGY-ACH	122623 ACH	BILL PRD 11/28-12/22/23	Electricity - Streetlighting	543013-54101	\$1,511.31
001	ACH159	01/17/24	DUKE ENERGY-ACH	122623 ACH	BILL PRD 11/28-12/22/23	Electricity - General	543006-53901	\$11.26
001	ACH161	01/05/24	REPUBLIC SERVICES #690	0690-000713796	REFUSE REMOVAL	Utility - Refuse Removal	543020-53901	\$357.50
WATE	ER & SE	WER FL	JND - 401				Fund Total	\$455,271.02
401	012540	07/06/23	ALL FLORIDA SEPTIC	5906863	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,350.00
401	012540	07/06/23	ALL FLORIDA SEPTIC	5906859	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7,795.00
401	012540	07/06/23	ALL FLORIDA SEPTIC	5914280	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,881.25
401	012540	07/06/23	ALL FLORIDA SEPTIC	5919308	PROJECT C- UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$9,240.00
401	012540	07/06/23	ALL FLORIDA SEPTIC	5923061	PROJECT C- UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$13,625.00
401	012540	07/06/23	ALL FLORIDA SEPTIC	5883606	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$1,550.00
401	012542	07/06/23	CELEBRATION CDD	07012023-CAM	JULY 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
401	012545	07/06/23	EMPIRE PIPE & SUPPLY CO	2114295	CR ON INV 2111764	R&M-Utility Maintenance	546160-53901	(\$7,993.96)
401	012545		EMPIRE PIPE & SUPPLY CO	2114295	TO CORRECT CREDIT MEMO	R&M-Utility Maintenance	546160-53901	\$7,144.94
401	012545	07/06/23	EMPIRE PIPE & SUPPLY CO	2088536	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$51,777.24
401	012545	07/06/23	EMPIRE PIPE & SUPPLY CO	2111167	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$20,700.00
401	012545		EMPIRE PIPE & SUPPLY CO	2115059	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,454.00
401	012545		EMPIRE PIPE & SUPPLY CO	2115061	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$5,317.00
401	012545		EMPIRE PIPE & SUPPLY CO	2116431	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7,447.52
401	012546		GAI CONSULTANTS	2189919	ENGG SVCS 5/7-6/10/23	ProfServ-Engineering	531013-51501	\$3,643.50
401	012546		GAI CONSULTANTS	2189914	ENGG SVCS 5/7-6/10/23	ProfServ-Engineering	531013-51501	\$5,501.15

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401	012547	07/06/23	INFRAMARK, LLC	96977	JUNE 2023 MGMT FEES	Postage and Freight	541006-51301	\$36.00
401	012547	07/06/23	INFRAMARK, LLC	96977	JUNE 2023 MGMT FEES	Printing and Binding	547001-51301	\$1.20
401	012547	07/06/23	INFRAMARK, LLC	96978	JUNE 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,112.08
401	012547	07/06/23	INFRAMARK, LLC	96978	JUNE 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$32,992.17
401	012548	07/06/23	SMART CITY TELECOM	070123-5499 CHK	BILL PRD 7/1-7/31/23	Internet-Liftstations	543080-53901	\$2,336.73
401	012548	07/06/23	SMART CITY TELECOM	060123-5499 CHK	BILL PRD 6/1-6/30/23	Internet-Liftstations	543080-53901	\$2,686.00
401	012549	07/20/23	EMPIRE PIPE & SUPPLY CO	2116431-62923	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7,447.52
401	012550	07/20/23	ENTERPRISE CDD, C/O US BANK, N.A.	070323-1	TRFR TO US BANK (PRINCIPAL)	Due From Other Funds	131000	\$80,000.00
401	012551	07/20/23	ENTERPRISE CDD, C/O US BANK, N.A.	070723-1	TRANSFER TO CONNECTION FEES	Due From Other Funds	131000	\$10,578.96
401	012552	07/31/23	ALL FLORIDA SEPTIC	5930912	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$5,360.00
401	012552	07/31/23	ALL FLORIDA SEPTIC	5935531	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$4,676.25
401	012552	07/31/23	ALL FLORIDA SEPTIC	5943416	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$5,025.00
401	012557	07/31/23	C&W EQUIPMENT REPAIR AND MAINTENANCE INC	7766	UTILITY MAINT- RECLAIM PUMP	R&M-Utility Maintenance	546160-53901	\$4,700.00
401	012560	07/31/23	EMPIRE PIPE & SUPPLY CO	2117140	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$10,350.00
401	012560	07/31/23	EMPIRE PIPE & SUPPLY CO	2117144	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$409.00
401	012560	07/31/23	EMPIRE PIPE & SUPPLY CO	2117193	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$16,604.28
401	012560		EMPIRE PIPE & SUPPLY CO	2117324	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$19,468.32
401	012562		GREAT FLORIDIAN HOMES LLC	062023-4370	1028 JEATER BEND DR WR	Other Current Liabilities	229000	\$83.43
401	012563			97576	JUNE 2023 OPERATIONS MAINT	CONTRACTUAL SVCS	534138-53901	\$95,456.04
401	012563		INFRAMARK, LLC	97576	JUNE 2023 OPERATIONS MAINT	WA-RT-JUNE 2023	546160-53901	\$4,804.96
401	012565		SUNSHINE STATE ONE CALL OF FLA	PS-INV1024811	FY 2023/24 ASSESSMENT BILLING	R&M-Utility Maintenance	546160-51301	\$135.13
401	012565		SUNSHINE STATE ONE CALL OF FLA	PS-INV1024811	FY 2023/24 ASSESSMENT BILLING	R&M-Utility Maintenance	546160-51301	\$45.05
401	012566		WB & GAB INVESTMENTS LLC	060923-4596	500 CELEBRATION AVE	Other Current Liabilities	229000	\$363.96
401	012567		TOHO Water Authority	070123-12799 ACH	BILL PRD 6/1-7/1/23	Contracts-Irrigation (Re-Use)	534064-53301	\$18,447.16
401	012567		TOHO Water Authority	070123-12799 ACH	BILL PRD 6/1-7/1/23	Contracts-Irrigation (Re-Use)	534064-53301	\$111,614.84
401	012567		TOHO Water Authority	070123-12799 ACH	BILL PRD 6/1-7/1/23	Contracts-Bulk Wastewater	534004-53301	\$198,647.93
401	012567		TOHO Water Authority	070123-12799 ACH	BILL PRD 6/1-7/1/23	Contracts-Bulk Potable Water	534005-53301	\$70,301.16
401	012567		TOHO Water Authority	070123-12799 ACH	BILL PRD 6/1-7/1/23	Contracts-Irrigation (Re-Use)	534064-53301	\$2.65
401	012568		BETH SHALOM LLC	062223-0183	803 SPRING PARK LOOP WR	Other Current Liabilities	229000	\$181.84
401	012569		CHRISTOPHER BUNCH	060123-9376	706 MULBERRY AVE	Deposits	220000	\$59.38
401	012570		DENNIS RICHARDSON	063023-2277	802 LLAKE EVALYN DR	Deposits	220000	\$292.10
401	012570		DIANA OLARTE	062023-2257	WATER REFUNDS 5/8/23	Deposits	220000	\$280.42
401	012571		DONALD & NANCY TOWN	062123-4754	794 OAK SHADOWS DR	Other Current Liabilities	229000	\$528.63
401	012572		ELLY CAMERON	061323-7835	1352 CELEBRATION AVE	Deposits	220000	\$18.18
401	012573		IGOR TEO PASSARO STOLIAR	061523-7633	1232 AQUILA LOOP	Deposits	220000	\$114.13
401	012574		JAMES & SUSAN CARMODY	061923-6534	1434 STICKLEY AVE	Deposits	220000	\$2.54
401	012575		JENNIFER MALANGA	061523-5835	816 RUNNER OAK ST - WR	Deposits	220000	\$2.54 \$34.61
401	012576		JENNIFER MALANGA JENNIFER MALANGA	071123-5835	816 RUNNER OAK ST	Deposits	220000	\$37.75
401	012576		JOSEPH HUMAN		WATER REFUNDS 05/08/23-05/31/23	Deposits	220000	\$236.32
401	012577		LOYAL PYCZYNSKI	060823-0259		·	220000	\$236.32 \$110.13
401	012578		MARK & BONITA THOMPSON	060123-5576 061923-4255	1000 SANDLACE CT WR 612 TRUMPET PL - WR	Deposits Deposits	220000	\$110.13 \$410.24
401	012579		MATTAMY HOMES	061923-4255	WATER REFUNDS -1867 ISLAND VILLAGE WAY	·	220000	
						Deposits		\$264.88
401	012581		MATTANY HOMES	060723-3310	7464 ESTUARY LAKE LOOP	Deposits	220000	\$125.40
401	012581		MATTAMY HOMES	061923-2910	1841 COASTAL CT - WR	Deposits	220000	\$259.70
401	012581		MATTAMY HOMES	061923-2610	1863 COASTAL CT - WR	Deposits	220000	\$83.30
401	012581		MATTAMY HOMES	063023-3710	7480 ESTUARY LAKE LOOP - WR	Deposits	220000	\$28.97
401	012581		MATTAMY HOMES	060623-2710	1859 COASTAL CT	Deposits	220000	\$83.37
401	012581		MATTAMY HOMES	062223-2310	7412 ESTUARY LAKE LOOP	Deposits	220000	\$123.85
401	012581		MATTAMY HOMES	060623-9210	2272 CELEBRATION VLD	Deposits	220000	\$410.18
401	012581		MATTAMY HOMES	060723-8310	7418 BARRIER COVE WAY	Deposits	220000	\$331.60
401	012581		MATTAMY HOMES	071023-2110	2108 CELEBRATION BLVD	Deposits	220000	\$161.86
401	012581		MATTAMY HOMES	071023-7210	7565 ESTUARY LAKE LOOP	Deposits	220000	\$497.40
401	012581		MATTAMY HOMES	071023-3610	7476 ESTUARY LAKE LOOP	Deposits	220000	\$222.13
401	012582		MICHAEL PARKS	062723-9125	WATER REFUNDS 6/5/23-6/9/23	Deposits	220000	\$15.14
401	012586		ALANNA BIANCO	07122023-8302	1025 BANKS ROSE ST WR	Other Current Liabilities	229000	\$227.15
401	012587		ALL FLORIDA SEPTIC	5950701	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,350.00
401	012587	08/15/23	ALL FLORIDA SEPTIC	5973327	UTILITY MAINT - REPAIR C LIFT STATION	R&M-Utility Maintenance	546160-53901	\$675.00

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401	012587	08/15/23	ALL FLORIDA SEPTIC	5973328	UTILITY MAINT- REPAIR C LIFT STATION	R&M-Utility Maintenance	546160-53901	\$675.00
401	012587	08/15/23	ALL FLORIDA SEPTIC	5964874	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$2,680.00
401	012587		ALL FLORIDA SEPTIC	5964889	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$4,355.00
401	012587		ALL FLORIDA SEPTIC	5964879	UTILITY MAINT AUG 2023	R&M-Utility Maintenance	546160-53901	\$3,400.00
401	012587	08/15/23	ALL FLORIDA SEPTIC	5973087	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$8,330.00
401	012587		ALL FLORIDA SEPTIC	5973326	UTILITY MAINT - REPAIR C LIFT STATION	R&M-Utility Maintenance	546160-53901	\$875.00
401	012591		CELEBRATION CDD	080123-CAM	AUG 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
401	012596		DAN & SALLY HOWARD	060823-1034	1004 WIREGRASS ST WR	Other Current Liabilities	229000	\$45.77
401	012597		DENISE KANNER	072423-6973	1033 OLD BLUSH RD	Other Current Liabilities	229000	\$190.78
401	012598		EMPIRE PIPE & SUPPLY CO	2119322	CM FOR INVOICE 2118506	R&M-Utility Maintenance	546160-53901	(\$22.30)
401	012598		EMPIRE PIPE & SUPPLY CO	2117981	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$13,542.64
401	012598		EMPIRE PIPE & SUPPLY CO	2118506	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$1,418.81
401 401	012598 012598		EMPIRE PIPE & SUPPLY CO	2118799 2118587	UTILITY MAINT UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$355.67 \$790.00
401	012598		EMPIRE PIPE & SUPPLY CO EMPIRE PIPE & SUPPLY CO	2118587	UTILITY MAINT	R&M-Utility Maintenance R&M-Utility Maintenance	546160-53901 546160-53901	\$1.809.00
401	012598		EMPIRE PIPE & SUPPLY CO	2119180	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$35,020.75
401	012598		EMPIRE PIPE & SUPPLY CO	2119284	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$656.35
401	012598		EMPIRE PIPE & SUPPLY CO	2119378	UTILITY MAINT AUG 2023	R&M-Utility Maintenance	546160-53901	\$135.70
401	012599		GAI CONSULTANTS	2191102	ENGG SVCS 6/11-7/8/23	ProfServ-Engineering	531013-51501	\$735.00
401	012599		GAI CONSULTANTS	2191101	ENGG SVCS THRU JULY 2023	ProfServ-Engineering	531013-51501	\$2.800.00
401	012600		GERALD & ELIZABETH INNELLA	07122023-6937	1033 OLD BLUSH RD WR	Other Current Liabilities	229000	\$76.27
401	012601		INFRAMARK, LLC	98399	JULY 2023 MGMT FEES	ADMIN FEES	531027-51201	\$5.112.08
401	012601		INFRAMARK, LLC	98399	JULY 2023 MGMT FEES	FIELD OPS	531016-53901	\$32,992,17
401	012603		MATTAMY HOMES	071723-3810	7484 ESTUARY LAKE LOOP - WR	Other Current Liabilities	229000	\$38.14
401	012605		RICHARD PASCOE	071923-3783	611 TRUMPET PL - WR	Other Current Liabilities	229000	\$181.76
401	012606	08/15/23	SUNSHINE STATE ONE CALL OF FLA	PS-INV1025840	ASSESSMENT BILLING 2023-2024	Communication - Telephone	541003-51301	\$135.14
401	012607	08/15/23	ANNA CHUGUNOVA	072623-4289	1026 JEATER BEND DR - WR	Other Current Liabilities	229000	\$217.19
401	012609	08/15/23	CBG FLORIDA BUILDERS	072023-9032	660 DUMONT ST - WR	Other Current Liabilities	229000	\$817.32
401	012610	08/15/23	EMPIRE PIPE & SUPPLY CO	2120082	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$413.30
401	012612	08/15/23	JEFF EVANS	071923-0626	121 LONGVIEW AVE - WR	Other Current Liabilities	229000	\$76.65
401	012613	08/15/23	MARGIE RODINO	072823-7822	1352 CELEBRATION AVE - WR	Other Current Liabilities	229000	\$343.91
401	012614	08/15/23	WILLIAMS COMPANY BUILDING DIVISION	072023-4036	2050 CELEBRATION TEMP METER - WR	Other Current Liabilities	229000	\$1,450.00
401	012619		ALL FLORIDA SEPTIC	5993343	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$12,600.00
401	012622		C&W EQUIPMENT REPAIR AND MAINTENANCE INC	8176	TRANSFER STATION REPAIRS	R&M-Utility Maintenance	546160-53901	\$350.00
401	012622		C&W EQUIPMENT REPAIR AND MAINTENANCE INC	8177	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$730.00
401	012623		CARMEN & NANA-YAW ANDOH	081123 4261	WATER REFUNDS 07/11/23-07/28/23	Other Current Liabilities	229000	\$125.87
401	012624		CATHY MELTON	080223-3761	1575 CASTILE ST - WR	Other Current Liabilities	229000	\$127.45
401	012626		CESAR BENCOSME	070323-4480	823 OAK SHADOWS RD WR	Other Current Liabilities	229000	\$223.04
401	012627		DIANE NOEL	081123-4969	WATER REFUNDS 07/10/23-07/24/23	Other Current Liabilities	229000	\$11.54
401 401	012628 012629		DMYTRO PROIAKO EDUARDO DA COSTA	080223-3791 081123-4016	1101 PENNYROYAL ST - WR WATER REFUNDS 07/11/23-08/09/23	Other Current Liabilities	229000 229000	\$91.55 \$154.32
401	012629		EMPIRE PIPE & SUPPLY CO	2119323	CM FOR INV 2119044	Other Current Liabilities	546160-53901	(\$153.20)
401	012630		EMPIRE PIPE & SUPPLY CO	2119323	UTILITY MAINT - FLANGE ADAPTER DIP	R&M-Utility Maintenance R&M-Utility Maintenance	546160-53901	\$1.446.12
401	012630		EMPIRE PIPE & SUPPLY CO	2120335	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$459.05
401	012630		EMPIRE PIPE & SUPPLY CO	2120335	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7.771.00
401	012630		EMPIRE PIPE & SUPPLY CO	2121162	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$4.017.73
401	012630		EMPIRE PIPE & SUPPLY CO	2120670	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$1,091.40
401	012632		INFRAMARK, LLC	99630	OTILITI WAINT	CONTRACTUAL SVCS	534138-53901	\$100,228.84
401	012632		INFRAMARK, LLC	99630		WA-RT-JULY 2023	546160-53901	\$2,314.77
401	012632		INFRAMARK, LLC	99891	MGMT SVCS THRU AUG 2023	ADMIN FEES	531027-51201	\$5.112.08
401	012632		INFRAMARK, LLC	99891	MGMT SVCS THRU AUG 2023	FIELD OPS	531016-53901	\$32,992.17
401	012633		KELLEE BLAKE	080923-3144	1107 LUTYENS LN WR	Other Current Liabilities	229000	\$276.51
401	012634		STEVE & MARAE SIPPLE	080123-3441	132 EASTPARK DR - WR	Other Current Liabilities	229000	\$75.23
401	012635		STEWART & STEVENSON	90054201	GENERATOR MAIN PUMP ANNUAL PM	R&M-Utility Maintenance	546160-53901	\$1,033.00
401	012635		STEWART & STEVENSON	90054214	LIFT STATION 12 ANNUAL PM	R&M-Utility Maintenance	546160-53901	\$969.00
401	012635		STEWART & STEVENSON	90054137	LIFT STATION 11 ANNUAL PM	R&M-Utility Maintenance	546160-53901	\$479.00
401	012636	08/31/23	TOHO Water Authority	080323-12799	BILL PRD 7/1-8/3/23	Contracts-Irrigation (Re-Use)	534064-53301	\$18,447.16

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
401	012636	08/31/23	TOHO Water Authority	080323-12799	BILL PRD 7/1-8/3/23	Contracts-Irrigation (Re-Use)	534064-53301	\$119,497.26
401	012636	08/31/23	TOHO Water Authority	080323-12799	BILL PRD 7/1-8/3/23	Contracts-Bulk Wastewater	534006-53301	\$222,759.25
401	012636	08/31/23	TOHO Water Authority	080323-12799	BILL PRD 7/1-8/3/23	Contracts-Bulk Potable Water	534005-53301	\$79,484.99
401	012636		TOHO Water Authority	080323-12799	BILL PRD 7/1-8/3/23	Contracts-Irrigation (Re-Use)	534064-53301	\$2.65
401	012637		ALL FLORIDA SEPTIC	5999420	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$5,360.00
401	012637		ALL FLORIDA SEPTIC	5999416	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$8,240.00
401	012637		ALL FLORIDA SEPTIC	6003304	UTILITY MAINT PROJECT C	R&M-Utility Maintenance	546160-53901	\$6,700.00
401	012638		ANTONIO R VIOLANTE	081123-0386	WATER REFUNDS 07/10/23-07/25/23	Other Current Liabilities	229000	\$193.27
401 401	012642 012642		GAI CONSULTANTS GAI CONSULTANTS	2192376 2192381	ENGG SVCS 7/9-8/05/2023 PROF SRV 7/9/2023 - 8/05/2023	ProfServ-Engineering ProfServ-Engineering	531013-51501 531013-51501	\$3,585.00 \$2,235.00
401	012643		JOHN D JOYCE	081123-0861	WATER REFUNDS 07/11/23-07/26/23	Other Current Liabilities	229000	\$2,233.00 \$172.97
401	012644		ROGER J BUCHANAN	081123-3325	WATER REFUNDS 07/11/23-08/09/23	Other Current Liabilities	229000	\$31.97
401	012645		MATTAMY HOMES	082223-2510	1867 COASTAL CT	Other Current Liabilities	229000	\$214.80
401	012646		CELEBRATION CDD	090123-CAM	SEPT 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
401	012647		CLARISS CASTIGLIONE TRECENTI	081623-0126	706 GOLFPARK DR - WR	Other Current Liabilities	229000	\$244.86
401	012649	09/15/23	EMPIRE PIPE & SUPPLY CO	2119331	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,107.41
401	012649	09/15/23	EMPIRE PIPE & SUPPLY CO	2121878	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,136.87
401	012649	09/15/23	EMPIRE PIPE & SUPPLY CO	2122159	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,039.58
401	012650		ALISON TABER	081523-1287	602 WISTERIA COURT - WR	Other Current Liabilities	229000	\$113.98
401	012651		ALL FLORIDA SEPTIC	6006689	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$30,430.00
401	012651		ALL FLORIDA SEPTIC	6006670	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$2,430.00
401	012651		ALL FLORIDA SEPTIC	6016877	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$3,675.00
401	012651		ALL FLORIDA SEPTIC	6016872	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$5,025.00
401	012651 012657		ALL FLORIDA SEPTIC CHRISTIAN LIMPACH	6021396	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$5,025.00
401 401	012657		DAVID VILLEC	082123-1559 082523-8476	1014 TAPESTRY LN - WR 913 SPRING PARK LOOP - WR	Other Current Liabilities Other Current Liabilities	229000 229000	\$48.83 \$288.79
401	012656		SARAH HELLMAN	082523-6476	928 PAWSTAND RD - WR	Other Current Liabilities Other Current Liabilities	229000	\$266.79 \$128.15
401	012664		STEVEN ALLEGRO	072723-6168	928 PAWSTAND RD - WR	Other Current Liabilities Other Current Liabilities	229000	\$126.15 \$187.24
401	012665		STEVEN ALLEGRO STEVEN BUTTON	081623-7425	1562 CASTILE ST WR	Other Current Liabilities Other Current Liabilities	229000	\$117.17
401	012666		SUNSHINE STATE ONE CALL OF FLA	PS-INV1026846	SEP 2023 ASSESSMENT 2023-2024	Communication - Telephone	541003-51301	\$135.14
401	012667		THOMAS JEWELL	082223-8923	1068 NASH DR - WR	Other Current Liabilities	229000	\$302.45
401	012668		RACHEL & JAMES BECKETT	063023-7847	1413 CRAFTSMAN AVE E	Deposits	220000	\$219.01
401	012669		ALL FLORIDA SEPTIC	6026736	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$11,200.00
401	012669	09/26/23	ALL FLORIDA SEPTIC	6026738	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$24,012.50
401	012669	09/26/23	ALL FLORIDA SEPTIC	6031525	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$6,030.00
401	012671		CHARLES & ETHEL RIGBY	082923-4138	WATER REFUNDS 7/12/23-8/8/23	Other Current Liabilities	229000	\$103.11
401	012672		EMPIRE PIPE & SUPPLY CO	2124013	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,854.72
401	012672		EMPIRE PIPE & SUPPLY CO	2124399	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7,139.21
401	012672		EMPIRE PIPE & SUPPLY CO	2123862	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,065.89
401	012673		INFRAMARK, LLC	100845	OPERATIONS MAINT THRU AUG 2023	WA-RT-AUG 2023	546160-53901	\$3,406.14
401	012673		INFRAMARK, LLC	100845	OPERATIONS MAINT THRU AUG 2023	CONTRACTUAL SVCS	534138-53901	\$100,228.84
401 401	012675 012675		TOHO Water Authority TOHO Water Authority	083123-12799 083123-12799		Contracts-Irrigation (Re-Use) Contracts-Irrigation (Re-Use)	534064-53301 534064-53301	\$18,447.16 \$128,757.08
401	012675		TOHO Water Authority TOHO Water Authority	083123-12799		Contracts-Irrigation (Re-ose)  Contracts-Bulk Wastewater	534006-53301	\$225,205,72
401	012675		TOHO Water Authority TOHO Water Authority	083123-12799		Contracts-Bulk Potable Water	534005-53301	\$84,105.55
401	012675		TOHO Water Authority	083123-12799		Contracts-Irrigation (Re-Use)	534064-53301	\$2.65
401	012678		ALL FLORIDA SEPTIC	6041322	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$8.750.00
401	012678		ALL FLORIDA SEPTIC	6041327	UTILIY MAINT -PROJECT C	R&M-Utility Maintenance	546160-53901	\$17,892.00
401	012678		ALL FLORIDA SEPTIC	6046907	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$5,360.00
401	012679	10/06/23	ASHLEY MCCOLLOM	091323-11732	903 GREENLAWN ST - WR	Other Current Liabilities	229000	\$193.31
401	012684	10/06/23	EMPIRE PIPE & SUPPLY CO	2124526	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7,175.71
401	012684		EMPIRE PIPE & SUPPLY CO	2125535	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$501.96
401	012684	10/06/23	EMPIRE PIPE & SUPPLY CO	2125589	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$8,950.00
401	012684	10/06/23	EMPIRE PIPE & SUPPLY CO	2118784	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$29.28
401	012684		EMPIRE PIPE & SUPPLY CO	2125923	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$863.82
401	012684		EMPIRE PIPE & SUPPLY CO	2125929	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$215.80
401	012685	10/06/23	ERIC FRIESEL	092623-6100	122 EAST PARK DR - WR	Other Current Liabilities	229000	\$375.34

## Payment Register by Fund For the Period from 07/01/23 to 1/31/24 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
401	012687	10/06/23	GAI CONSULTANTS	2193511	ENGG SVCS THRU AUG 2023	ProfServ-Engineering	531013-51501	\$2,052.06
401	012689	10/06/23	JAMES RANSDEN	09132023	113 CLAYTON AVE - WR	Other Current Liabilities	229000	\$241.01
401	012690	10/06/23	JOSEPH HUMAN	092623-5676	417 CAMPUS ST - WR	Other Current Liabilities	229000	\$206.53
401	012691	10/06/23	JUAN CARLOS SALAZAR VIDAL	091423-5776	1513 RESOLUTE ST - WR	Other Current Liabilities	229000	\$142.96
401	012692	10/06/23	KUTAK ROCK LLP	3282439	LEGAL COUNSEL UTILITY ACQUISITION	ProfServ-Legal Services	531023-51401	\$228.00
401	012693		MATTAMY HOMES	091923-1710	1813 COASTAL CT - WR	Other Current Liabilities	229000	\$69.86
401	012693		MATTAMY HOMES	091423-1810	1809 COASTAL CT - WR	Other Current Liabilities	229000	\$76.89
401	012693		MATTAMY HOMES	092823-REF	DOUBLE PAID CONNECTION FEES FOR 2 LOTS	Deposits	220000	\$12,444.50
401	012694		MICHAEL SCHEPISE	09142023	1124 RUSH ST - WR	Other Current Liabilities	229000	\$175.80
401	012696		EILEEN PETERSON	09132023	1033 NASH DR - WR	Other Current Liabilities	229000	\$162.73
401	012697		ALL FLORIDA SEPTIC	6059221	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$5,360.00
401	012699		CELEBRATION CDD	100123-CAM	OCT 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
401	012700		EMPIRE PIPE & SUPPLY CO	2126494	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$949.44
401	012701		INFRAMARK, LLC	102586	OPERATIONS MGMT SEPT 2023	CONTRACTUAL SVCS	534138-53901	\$100,228.84
401	012701		INFRAMARK, LLC	102586	OPERATIONS MGMT SEPT 2023	WA-RT SEPT 2023	546160-53901	\$4,212.02
401	012703		SUNSHINE STATE ONE CALL OF FLA	PS-INV1027842	SEPT 2023 ASSESSMENT BILL 2023-2024	Communication - Telephone	541003-51301	\$135.14
401	012704		ALL FLORIDA SEPTIC	6069922	UTILITY MAINT - REPAIR C LIFT STATION	R&M-Utility Maintenance	546160-53901	\$875.00
401	012704		ALL FLORIDA SEPTIC	6069857	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$2,300.00
401	012704		ALL FLORIDA SEPTIC	6069835	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$5,185.00
401	012705		EMPIRE PIPE & SUPPLY CO	2124527	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7,548.21
401 401	012705		EMPIRE PIPE & SUPPLY CO	2125902	UTILITY MAINT UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,454.00
401	012705 012705		EMPIRE PIPE & SUPPLY CO	2125904		R&M-Utility Maintenance	546160-53901	\$4,090.00
401	012705		EMPIRE PIPE & SUPPLY CO EMPIRE PIPE & SUPPLY CO	2125905 2125906	UTILITY MAINT UTILITY MAINT	R&M-Utility Maintenance R&M-Utility Maintenance	546160-53901 546160-53901	\$409.00 \$409.00
401	012705		EMPIRE PIPE & SUPPLY CO	2126093	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,846.48
401	012705		EMPIRE PIPE & SUPPLY CO	2127163	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,646.46 \$469.50
401	012705		EMPIRE PIPE & SUPPLY CO	2127375	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$8.480.00
401	012703		ALICIA COULTER	101723-5532	810 RUNNER OAK ST - WR	Other Current Liabilities	229000	\$64.99
401	012700		ALL FLORIDA SEPTIC	6073266	UTILITY MAINT OCT 2023	R&M-Utility Maintenance	546160-53901	\$3.743.75
401	012707		ALL FLORIDA SEPTIC	6080850	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$3,685.00
401	012708		EMPIRE PIPE & SUPPLY CO	2128071	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$16,800.00
401	012710		MATTHEW ARABIAN	100523-3290	904 YEW COURT - WR	Other Current Liabilities	229000	\$197.52
401	012711		TOHO Water Authority	093023-12799	BILL PRD 8/31-9/30/23	Contracts-Irrigation (Re-Use)	534064-53301	\$18.447.16
401	012711		TOHO Water Authority	093023-12799	BILL PRD 8/31-9/30/23	Contracts-Irrigation (Re-Use)	534064-53301	\$101.865.12
401	012711	10/30/23	TOHO Water Authority	093023-12799	BILL PRD 8/31-9/30/23	Contracts-Bulk Wastewater	534006-53301	\$185,056.43
401	012711	10/30/23	TOHO Water Authority	093023-12799	BILL PRD 8/31-9/30/23	Contracts-Bulk Potable Water	534005-53301	\$64,824.60
401	012711	10/30/23	TOHO Water Authority	093023-12799	BILL PRD 8/31-9/30/23	Contracts-Irrigation (Re-Use)	534064-53301	\$2.65
401	012712	11/09/23	ALL FLORIDA SEPTIC	6090820	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,750.00
401	012712	11/09/23	ALL FLORIDA SEPTIC	6069927	REPAIR C - LIFT STATION	R&M-Utility Maintenance	546160-53901	\$875.00
401	012714	11/09/23	CELEBRATION CDD	110123-CAM	NOV 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
401	012720	11/09/23	HEWITT FINANCIAL CORP	102023-8986	907 WESTPARK DR - WR	Other Current Liabilities	229000	\$64.34
401	012721	11/09/23	HR PROPAINTERS	101723-1134	620 CAMPUS CT - WR	Other Current Liabilities	229000	\$1,437.84
401	012722	11/09/23	INFRAMARK, LLC	103619	OCT 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,333.33
401	012722	11/09/23	INFRAMARK, LLC	103619	OCT 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$34,000.00
401	012723	11/09/23	JOHN REILLY	102023-4400	1030 JEATER BEND DR - WR	Other Current Liabilities	229000	\$53.27
401	012724	11/09/23	RYAN PURDY	10637-103023	WATER REFUNDS 10/20/23	Other Current Liabilities	229000	\$971.51
401	012725	11/09/23	SCOTT LEDFORD	101723-0653	726 OAK SHADOWS RD - WR	Other Current Liabilities	229000	\$170.33
401	012727		SUNSHINE STATE ONE CALL OF FLA	PS-INV1028841	OCT 2023 ASSESSMENT BILLING	Communication - Telephone	541003-51301	\$135.14
401	012728	11/28/23	ALEXANDRA OLIVEIRA DA SILVA SANTOS	101723	1108 CROTON PL - WR	Other Current Liabilities	229000	\$181.00
401	012729		ALL FLORIDA SEPTIC	6108996	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$6,365.00
401	012732		CARLOS LEWIS	102523-2461	1111 OSCAR SQUARE - WR	Other Current Liabilities	229000	\$238.63
401	012734		EMPIRE PIPE & SUPPLY CO	2129488	UTILITY MAINT - METER BOX	R&M-Utility Maintenance	546160-53901	\$397.95
401	012734		EMPIRE PIPE & SUPPLY CO	2130256	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$1,068.16
401	012734		EMPIRE PIPE & SUPPLY CO	2129793	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,284.50
401	012734		EMPIRE PIPE & SUPPLY CO	2129296	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$5,225.85
401	012734		EMPIRE PIPE & SUPPLY CO	2130098	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$1,878.00
401	012735	11/28/23	LAURI & KERRY PIERCE	102523-9231	1474 RESOLUTE ST - WR	Other Current Liabilities	229000	\$215.08

## Payment Register by Fund For the Period from 07/01/23 to 1/31/24 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
401	012736	11/28/23	MATTAMY HOMES	111323-4510	7449 ESTUARY LAKE LOOP - WR	Other Current Liabilities	229000	\$24.17
401	012737	11/28/23	MJC HOME, LLC	110123-4119	1000 PERIWINKLE CT - WR	Other Current Liabilities	229000	\$201.70
401	012738	11/28/23	ROBERT SMITH & CHELSEA MILLER	103023-5870	532 GREENBRIER AVE	Other Current Liabilities	229000	\$42.51
401	012739	11/28/23	STEWART & STEVENSON	90057863	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$231.00
401	012739	11/28/23	STEWART & STEVENSON	90057891	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$231.00
401	012739	11/28/23	STEWART & STEVENSON	90057874	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$231.00
401	012740	12/05/23	ALL FLORIDA SEPTIC	6129472	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$3,685.00
401	012740		ALL FLORIDA SEPTIC	6135396	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$3,837.50
401	012740		ALL FLORIDA SEPTIC	6134633	UTILITY MAINT- REPAIR C LIFT STATION	R&M-Utility Maintenance	546160-53901	\$27,500.00
401	012740		ALL FLORIDA SEPTIC	6136778	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$4,612.50
401	012742		C&W EQUIPMENT REPAIR AND MAINTENANCE INC	8425	PUMP MOTOR REPAIR	R&M-Utility Maintenance	546160-53901	\$3,675.00
401	012742		C&W EQUIPMENT REPAIR AND MAINTENANCE INC	8424	RECLAIM PUMP MOTOR REPAIR	R&M-Utility Maintenance	546160-53901	\$3,625.00
401	012745		DANIELLE SWENNUMSON	110923-4334	404 SYCAMORE ST	Other Current Liabilities	229000	\$76.74
401	012746		EMPIRE PIPE & SUPPLY CO	2130652	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,325.11
401	012746		EMPIRE PIPE & SUPPLY CO	2131598	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$1,485.68
401	012746		EMPIRE PIPE & SUPPLY CO	2132132	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$75.00
401	012749		GAI CONSULTANTS	2196155	ENGG SVCS THRU NOV 2023	UTILITY EXTENSION	531013-51501	\$1,064.00
401	012750		INFRAMARK, LLC	104825	NOV 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,333.33
401	012750		INFRAMARK, LLC	104825	NOV 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$34,000.00
401	012750		INFRAMARK, LLC	105378	NOV 2023 VARIABLE CHARGES	UTILITY REPAIR	546160-53901	\$362.25
401	012750		INFRAMARK, LLC	105378	NOV 2023 VARIABLE CHARGES	UTILITY REPAIR	546160-53901	\$728.12
401	012750		INFRAMARK, LLC	105378	NOV 2023 VARIABLE CHARGES	UTILITY REPAIR	546160-53901	\$750.70
401	012751		MATTAMY HOMES	111023-5010	WATER REFUNDS	Other Current Liabilities	229000	\$1,088.69
401	012753		TRICIA GIBBS	110923-0541	1128 TAPESTRY DR.	Other Current Liabilities	229000	\$327.91
401	012754		WALTER WEHNER	112023-5076	1106 ASHBEE LN	Other Current Liabilities	229000	\$75.87
401	012757		C&W EQUIPMENT REPAIR AND MAINTENANCE INC	8455	UTILITY MAINT - MISC MATERIALS	R&M-Utility Maintenance	546160-53901	\$2,860.00
401	012758		CELEBRATION CDD	120123-CAM	DEC 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
401	012759		EMPIRE PIPE & SUPPLY CO	2132542	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7,935.10
401 401	012760		GAI CONSULTANTS	2196159	ENGG SVCS THRU NOV 2023	UTILITY EXTENSION	531013-51501	\$1,250.00
401	012761		INFRAMARK, LLC	106399 106399	NOV 2023 OPERATIONS MAINT	WA-RT-NOV 2023	546160-53901	\$1,321.38
401	012761 012762		INFRAMARK, LLC STEWART & STEVENSON	90058341	NOV 2023 OPERATIONS MAINT UTILITY MAINT	CONTRACTUAL SVCS R&M-Utility Maintenance	534138-53901 546160-53901	\$100,228.84 \$8,129.39
401	012762		SUNSHINE STATE ONE CALL OF FLA	PS-INV1029845	ASSESSMENT BILLING FY2023-2024	Communication - Telephone	541003-51301	\$8,129.39 \$135.14
401	012763		TOHO Water Authority	113023-12799	BILL PRD 10/30-11/30/23	Contracts-Irrigation (Re-Use)	534064-53301	\$135.14 \$19,604.69
401	012764		TOHO Water Authority TOHO Water Authority	113023-12799	BILL PRD 10/30-11/30/23	Contracts-Irrigation (Re-Use)	534064-53301	\$19,604.69
401	012764		TOHO Water Authority TOHO Water Authority	113023-12799	BILL PRD 10/30-11/30/23	Contracts-Bulk Wastewater	534004-53301	\$224,602.71
401	012764		TOHO Water Authority TOHO Water Authority	113023-12799	BILL PRD 10/30-11/30/23	Contracts-Bulk Potable Water	534005-53301	\$74.849.03
401	012764		TOHO Water Authority	113023-12799	BILL PRD 10/30-11/30/23	Contracts-Irrigation (Re-Use)	534064-53301	\$2.78
401	012764		TOHO Water Authority TOHO Water Authority	103023-12799	BILL PRD 9/30-10/30/23	Contracts-Irrigation (Re-Use)	534064-53301	\$18,447.16
401	012764		TOHO Water Authority	103023-12799	BILL PRD 9/30-10/30/23	Contracts-Irrigation (Re-Use)	534064-53301	\$95,810.24
401	012764		TOHO Water Authority	103023-12799	BILL PRD 9/30-10/30/23	Contracts-Bulk Wastewater	534004-53301	\$189,579.68
401	012764		TOHO Water Authority	103023-12799	BILL PRD 9/30-10/30/23	Contracts-Bulk Potable Water	534005-53301	\$65,002.80
401	012764		TOHO Water Authority	103023-12799	BILL PRD 9/30-10/30/23	Contracts-Irrigation (Re-Use)	534064-53301	\$2.65
401	012766		ALL FLORIDA SEPTIC	6149072	UTILITY MAINT PROJECT C	R&M-Utility Maintenance	546160-53901	\$5,360.00
401	012766		ALL FLORIDA SEPTIC	6167807	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$6,365.00
401	012769		C&W EQUIPMENT REPAIR AND MAINTENANCE INC	8497	ALIGN PUMP MOTOR	R&M-Utility Maintenance	546160-53901	\$750.00
401	012770		CHERYL ZUBER	120123-8712	1040 NASH DR - WR	Other Current Liabilities	229000	\$99.21
401	012771		CHRISTOPHER MOFFITT	111323-6830	WATER REFUNDS 10/11/23-10/31/23	Other Current Liabilities	229000	\$197.39
401	012772		EMPIRE PIPE & SUPPLY CO	2133265	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$11,760.00
401	012772		EMPIRE PIPE & SUPPLY CO	2133268	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$12,705.50
401	012772		EMPIRE PIPE & SUPPLY CO	2134692	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$280.10
401	012772		EMPIRE PIPE & SUPPLY CO	2134939	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$33,600.00
401	012772		ENTERPRISE CDD, C/O US BANK, N.A.	093023	TRFR CONNECTION FEES SEPT 2023	Due From Other Funds	131000	\$18,569.82
401	012774		ENTERPRISE CDD, C/O US BANK, N.A.	073123	TRFR CONNECTION FEES JULY 2023	Due From Other Funds	131000	\$18,014.46
401	012775		ENTERPRISE CDD, C/O US BANK, N.A.	083123	TRFR CONNECTION FEES AUG 2023	Due From Other Funds	131000	\$11,509.64
401	012778		GAI CONSULTANTS	2197036	ENGG SVCS THRU 12/9/23	UTILITY EXTENSION	531013-51501	\$1,280.00
401	012779		IMRAN BAIG	12012023	508 GOLFPARK DR - WR	Other Current Liabilities	229000	\$288.66

## Payment Register by Fund For the Period from 07/01/23 to 1/31/24 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
401	012780	01/03/24	INFRAMARK, LLC	104316A		WART MAIN STATION PAITNING	546160-53901	\$39,817.60
401	012780		INFRAMARK, LLC	104316A		SART OCTOBER	546160-53901	\$5,477.40
401	012780	01/03/24	INFRAMARK, LLC	104316A		CONTRACTUAL SVCS	534138-53901	\$100,228.84
401	012780	01/03/24	INFRAMARK, LLC	107030	DEC MGMT FEES - WATER/SEWER	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,333.33
401	012780	01/03/24	INFRAMARK, LLC	107030	DEC MGMT FEES - WATER/SEWER	ProfServ-Field Management	531016-53901	\$34,000.00
401	012780		INFRAMARK, LLC	107030	DEC MGMT FEES - WATER/SEWER	Postage and Freight	541006-51301	\$20.79
401	012782		LINUS & ANNE CHOW	120123-4136	1529 CASTILE ST	Other Current Liabilities	229000	\$345.14
401	012784		SLR FLORIDA CONSTRUCTION	111423-1710	WATER REFUNDS 08/09/23-11/14/24	Other Current Liabilities	229000	\$1,857.93
401	012785		ALL FLORIDA SEPTIC	6176842	UTILITY MAINT - PROJECT C	R&M-Utility Maintenance	546160-53901	\$2,850.00
401	012785		ALL FLORIDA SEPTIC	6176834	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$2,862.50
401	012785		ALL FLORIDA SEPTIC	6176840	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$3,187.50
401	012785		ALL FLORIDA SEPTIC	6176832	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$3,837.50
401 401	012786 012787		C&W EQUIPMENT REPAIR AND MAINTENANCE INC CELEBRATION CDD	8523 010124-CAM	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7,636.50
401	012787		INFRAMARK, LLC	107871	JAN 2024 CAM DEC 2023 OPERATIONS MAINT	O&M-Maintenance Building CONTRACTUAL SVCS	546907-53901	\$602.00 \$100,228.84
401	012789		INFRAMARK, LLC	107871	DEC 2023 OPERATIONS MAINT DEC 2023 OPERATIONS MAINT	WART MAIN STATION PAITNING	534138-53901 546160-53901	\$2,703.14
401	012789		MASTER METER, INC.	267579	MOBILE RENEWAL JAN-FEB 2024	R&M-Utility Maintenance	546160-53901	\$2,090.00
401	012791		STEWART & STEVENSON	90059386	UTILITY MAINT-OUTSIDE GENERIC WORK	R&M-Utility Maintenance	546160-53901	\$2,505.89
401	012792		FLORIDA MUNICIPAL INSURANCE TR	INV-39452-Q8Z9	SEC INSTALL 23/24 FUND YEAR	Insurance - General Liability	545002-51301	\$10,814.25
401	012794		ALL FLORIDA SEPTIC	6184724	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$3,942.50
401	012794		ALL FLORIDA SEPTIC	6184723	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$1,700.00
401	012794	01/24/24	ALL FLORIDA SEPTIC	6194483	UTILITY MAINT- PROJECT C	R&M-Utility Maintenance	546160-53901	\$2,700.00
401	012797		EDUARDO LEITE	121823-3699	WTAER REFUNDS 11/06/23-11/17/23	Other Current Liabilities	229000	\$145.07
401	012798	01/24/24	EMPIRE PIPE & SUPPLY CO	2135491	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$179.50
401	012799	01/24/24	HEIDI EVERSON	121923-9865	WATER REFUNDS 11/10/23-11/29/23	Other Current Liabilities	229000	\$323.81
401	012801	01/24/24	JAMES MIKOLAICHIK	121223-7201	WATER REFUNDS 11/10/23-11/30/23	Other Current Liabilities	229000	\$65.19
401	012802		KAREN LYNN BROMLEY	121223-5654	WATER REFUNDS 11/09/23-11/20/23	Other Current Liabilities	229000	\$146.74
401	012803		MARK FREEMAN	121323-6668	925 PONDVIEW CT -WR	Other Current Liabilities	229000	\$339.84
401	012804		MATTAMY HOMES	122223	WATER AND SEWER FEES REFUND REQUEST	Other Current Liabilities	229000	\$12,362.94
401	012805		MONSERRATINI LLC	121523-8552	955 STARLING DR WR	Other Current Liabilities	229000	\$192.59
401	012806		PAUL M HAZLETT	121323-9439	WTAER REFUNDS 11/09/23-11/20/23	Other Current Liabilities	229000	\$135.49
401	012809 012810		SHERLLENE VARGAS	121223-7357	WATER REFUNDS 11/09/23-12/05/23	Other Current Liabilities	229000	\$67.81
401 401	012810 ACH139		SUNSHINE STATE ONE CALL OF FLA DUKE ENERGY-ACH	PS-INV1030849 062923 ACH	TELEPHONE BILLING FY2023-2024 BILL PRD 5/2-6/27/23	Communication - Telephone Due From Other Districts	541003-51301 133500	\$135.14 \$13.940.27
401	ACH139 ACH139		DUKE ENERGY-ACH	062923 ACH	BILL PRD 5/2-6/27/23	Electricity - General	543006-53901	\$13,940.27
401	ACH141		SMART CITY TELECOM	080123-5499	BILL PRD AUG 2023	Internet-Liftstations	543080-53901	\$2.686.00
401	ACH142		DUKE ENERGY-ACH	072823 ACH	BILL PRD 6/28-7/26/23	Electricity - General	543006-53901	\$10,405.51
401	ACH142		DUKE ENERGY-ACH	072823 ACH	BILL PRD 6/28-7/26/23	Due From Other Districts	133500	\$13,935.23
401	ACH146		SMART CITY TELECOM	090123-5499 ACH	BILL PRD SEPT 2023	Internet-Liftstations	543080-53901	\$5,705.92
401	ACH147		SMART CITY TELECOM	100123-5499	BILL PRD OCT 2023	Internet-Liftstations	543080-53901	\$2,686.00
401	ACH148		DUKE ENERGY-ACH	092023 ACH		Electricity - General	543006-53901	\$13,195.44
401	ACH148		DUKE ENERGY-ACH	092023 ACH		Due From Other Districts	133500	\$13,939.85
401	ACH149	10/19/23	DUKE ENERGY-ACH	092823 ACH	BILL PRD 8/29-9/26/23	Electricity - General	543006-53901	\$12,727.69
401	ACH149		DUKE ENERGY-ACH	092823 ACH	BILL PRD 8/29-9/26/23	Due From Other Districts	133500	\$13,949.02
401	ACH152		SMART CITY TELECOM	110123-5499 ACH	BILL PRD 11/1-11/30/23	Internet-Liftstations	543080-53901	\$2,686.00
401	ACH153		DUKE ENERGY-ACH	1030023 ACH	BILL PRD 9/27-10/26/23	Electricity - General	543006-53901	\$11,045.61
401	ACH153		DUKE ENERGY-ACH	1030023 ACH	BILL PRD 9/27-10/26/23	Due From Other Districts	133500	\$13,945.80
401	ACH155		DUKE ENERGY-ACH	11/3023 ACH		Electricity - General	543006-53901	\$10,866.17
401	ACH155		DUKE ENERGY-ACH	11/3023 ACH	DILL DDD 40/4/00 40/04/00	Due From Other Districts	133500	\$14,018.42
401	ACH157		SMART CITY TELECOM	120123-5499 ACH	BILL PRD 12/1/23-12/31/23	Internet-Liftstations	543080-53901	\$2,686.00
401	ACH158		SMART CITY TELECOM	010124-5499 ACH	BILL PRD 1/1/24-1/31/24	Internet-Liftstations	543080-53901	\$2,686.00
401 401	ACH159 ACH159		DUKE ENERGY-ACH DUKE ENERGY-ACH	122623 ACH 122623 ACH	BILL PRD 11/28-12/22/23 BILL PRD 11/28-12/22/23	Electricity - General Due From Other Districts	543006-53901 133500	\$11,271.74 \$14,015.71
						Due From Other Districts	133300	
401	012615		KIMBERLY R. LOCHER	PAYROLL	August 21, 2023 Payroll Posting			\$184.70
401	012616	08/21/23	JASON D. HERRICK	PAYROLL	August 21, 2023 Payroll Posting			\$184.70
401	012617	08/21/23	PAUL T. JOHNSON	PAYROLL	August 21, 2023 Payroll Posting			\$184.70

# **ENTERPRISE**

Community Development District

## Payment Register by Fund For the Period from 07/01/23 to 1/31/24 (Sorted by Check / ACH No.)

	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
401	012618	08/21/23	GREGG E. HARKNESS	PAYROLL	August 21, 2023 Payroll Posting			\$184.70
							Fund Total	\$4,644,400.90

Total Checks Paid \$5,099,671.92

# **Subsection 4D**

# Ratification of C&W Equipment Repair



C & W Equipment Repair and Maintenance, Inc.

P.O. Box 463
Haines City, Fl. 33845
863-585-7755-Phone
863-207-4563-Accounting
Email: info@cwerm.com

<b>Proposal</b>
-----------------

[	Date
11/3	30/2023

Name / Address				
ENTERPRISE CDD 313 CAMPUS STREET CELEBRATION, FL. 34747	This propos submit this	•	d for 15 days, thank you f	for the opportunity to
	Rep		Project	
	DEC		CELEBRATION TRANS	SFER STATION
Description		Qty	Rate	Total
POTABLE WATER PUMP FOR CELEBRATION:  1- 8LR-12B WITH MATERIALS OF CONSTRUCTION AS FOLLOW IRON CASING (A278 CLASS 25), CASING VENT, DRAIN WITH PETCOCKS, NICKLE ALUMINUM BRONZE IMPELLER (B148), NI ALUMINUM BRONZE CASING WEAR RINGS, A1S1 4140 STEEL FI SHAFT, 316 SS SHAFT SLEEVES, FLOWSERVE T51 ECRJR MECH SEALS, OIL, LUBRICATED, BALL BEARINGS, FABRICATED STE PLATE WITH DRAIN	ICKEL PUMP IANICAL		21,400.00	21,400.00
SERVICE LABOR TO TAKE OUT OLD PUMP, LABOR TO RESET, AND PUT INTO SERVICE	ALIGN		1,500.00	1,500.00
APPROXIMATE CONDITIONS OF SERVICE: 2314 G.P.M., 83 FEET TD.H., 1780 RPM, 11.38 DIAMETER IMPELLER Sales Tax  Proposal approved by:			7.00%	0.00
Name: Signature:				
Material prices may increase depending on the amount of time it tal approved. Currently we are having to check material prices every 3 c increases.			Total	\$22,900.00
All material is guaranteed to be as specified. All work to be comp specifications submitted, per standard practices. Any alteration of				

extra costs will be executed inly upon written or verbal orders, and will become an extra charge over and above the

estimate. All agreements contingent upon stikes, accidents or delays beyond our control.

# **Subsection 4E**

# Ratification of Assignment to United Land Service



September 20, 2023

Enterprise Community Development District
C/O Angel Montagna
Inframark Management Services
313 Campus Street
Kissimmee, FL 34747

# **Consent Assignment Notification**

Mrs. Montagna,

We are excited to announce that Benchmark Landscaping, LLC is merging with United Land Services, as of October 1, 2023, which will grow our footprint throughout Florida and the Southeast. Our customers will not be impacted by this change, and will only benefit from the added team, equipment, and services we will now offer. Rebranding will not take place immediately but is something that will occur down the road when we feel the time is right. Per the contract, Section 7D Contract Assignment, we are requesting that Enterprise Community Development District consent to assigning the contract to United Land Services, as stated below.

Florida ULS Operating, LLC.	
dba United Land Services	
Again, we are excited about this new journey Enterprise CDD.	and look forward to continuing our strong partnership with
	Brett Perez
Customer Signature	Signature
Chairman	Chief Operations Officer
Title	Title
09/25/23	<u>September 20, 2023</u>
Date	Date

# **Subsection 4F**

# Ratification of Audit Engagement Letter



934 North Magnolia Avenue, Suite 100 Orlando, Florida 32803 407-843-5406 www.mcdirmitdavis.com

December 1, 2023

Board of Supervisors

Enterprise Community Development District
210 N. University Drive, Suite 702
Coral Springs, FL 33071

The following represents our understanding of the services we will provide Enterprise Community Development District.

You have requested that we audit the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of *Enterprise Community Development District*, as of September 30, 2023, and for the year then ended and the related notes, which collectively comprise *Enterprise Community Development District*'s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

Management's Discussion and Analysis

# **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and in accordance with Government Auditing Standards, and Chapter 10.550, Rules of the Auditor General. As part of an audit in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design
  and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to
  provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for
  one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the
  override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate
  in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.
  However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal
  control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates
  made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures,
  and whether the financial statements represent the underlying transactions and events in a manner that achieves fair
  presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

### Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *Enterprise Community Development District*'s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Management Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- 1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- 3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit
- 4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- 5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- 6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- 7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- 8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- 9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- 10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

December 1, 2023 Page **3** of **6** 

### **Nonattest Services**

With respect to any nonattest services we perform, such as drafting the financial statements, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The nonattest services are limited to the drafting of financial statements as previously outlined. Our firm, in its sole
  professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as
  making management decisions or assuming management responsibilities, including determining account coding and
  approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

## Reporting

We will issue a written report upon completion of our audit of *Enterprise Community Development District*'s basic financial statements. Our report will be addressed to the governing body of *Enterprise Community Development District*. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the District's compliance with the requirements of Section 218.415, Florida Statutes upon completion of our audit.

#### Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

December 1, 2023 Page **4** of **6** 

## Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in January 2024 and the audit reports and all corresponding reports will be issued no later than March 31, 2024.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$9,600 for the year ended September 30, 2023, unless the scope of the engagement is changed; the assistance that *Enterprise Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for one additional year subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use *Enterprise Community Development District's* personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

## **Public Records**

Notwithstanding anything else provided here in, auditor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and. Accordingly, Auditor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Auditor acknowledges that the designated public records custodian for the District is INFRAMARK ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Auditor shall 1) Keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Auditor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Auditor, Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 954-753-5841, SANDRA.DEMARCO@INFRAMARK.COM, OR AT 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

This letter, along with any addendums, if applicable, is the complete and exclusive statement of the agreement between McDirmit Davis, LLC, and the District with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

McDirmit Davis, LLC Orlando, FL
RESPONSE:

This letter correctly sets forth our understanding.

**Enterprise Community Development District** 

McDismit Davis

Acknowledged and agreed on behalf of Enterprise Community Development District by:

Title:\_\_Angel Montagna, Manager and Secretary\_\_\_\_\_

# **Subsection 4G**

# Ratification of Synergy, Bypass Pump



2655 E. IRLO BRONSON MEM HWY KISSIMMEE, FL 34744 TEL: 321-888-3374

Customer: FL 9047761767

ENTERPRISE CDD 2655 E IRLO BRONSON HWY KISSIMMEE, FL 34747

Job Site:

ENTERPRISE CDD 2655 E IRLO BRONSON HWY KISSIMMEE, FL 34747

Remit To:

MAIL CODE 5640 P.O. BOX 71200

CHARLOTTE, NC 28272-1200

# PROFORMA INVOICE

862962 Invoice #...

Invoice date 10/04/23

**Quote date..** 11/03/23 11:20

Job Loc.... Job No..... P.O. #..... Ordered By..

Terms..... \*\*\*C.O.D\*\*\* Sales Rep: LANCE KRYNICKI Written by.. LANCE KRYNICKI

Qty Equipment #

CC: 700-1724 1019291

PUMP CENTRIF-TRASH 4" AP-ST-SA-D-T Make: CK POWER Model: CK4CPRPSE Price

34570.00 34570.00

Serial #: 4JSVM-378

Sub-total: 34570.00

> Total: 34570.00

PAY ON RETURN

PAYMENT HISTORY

DATE TYPE 10/04/23 PAY ON RETURN 10/04/23 PAY ON RETURN REF # AUTH # TRANS TYPE

AMOUNT

**APPLIED** 

DYMMWW.	1/29/24
and conditions shall be applicable to the exclusion of a	any other terms and conditions.
which terms and conditions are incorporated by refere	
which are set forth, in part, on the reverse side of this	Agreement, and in full at www.synergyequip.com,
**Customer acknowledges that this transaction is government.	
The above Equipment has been received in good repa	

Signature:

Date: 1/29/24

Angel Montagna

**KEY DEPOSIT \$5.00** 

IF EQUIPMENT DOES NOT WORK PROPERLY NOTIFY OFFICE AT ONCE.

Terms: Net due 30 days. 1.5% service charge per month after 30 days.

SYINV1

Rental Terms and Conditions
This Agreement (Including both the front and back of this page) ("Agreement")
This Agreement (Including both the front and back of this page) ("Agreement" is for the rental of the equipment described on the other side of this page ("Front"), including all parts and accessories to such equipment ("Equipment"). This Agreement is between the person or entity indicated on the Front as the customer ("Customer") and Synergy Rents, LLC. Both parties acknowledge that this Agreement and the terms and conditions of the Credit Application executed by Customer constitute the entire agreement between Customer and Suneror Rents.

Customer and Synergy Rents.

1. OWNERSHIP AND OPERATION OF EQUIPMENT. The Equipment is and 1. OWNERSHIP AND OPERATION OF EQUIPMENT. The Equipment is and shall at all times remain, property of Synergy Rents; and Customer only has the right to use the Equipment pursuant to the conditions of this Agreement. This Agreement is not to be constructed as a sale contract, or conditional sale contract. The intent of this Agreement is that the Customer is hereby renting and/or leasing only. The Equipment is, and at all times shall, be and remain personal property, notwithstanding that the Equipment or any part of it may become affixed or attached to real property or improvements. All additions or improvements to the Equipment of any kind or nature made by Customer shall become component parts of the Equipment and title shall immediately vest in Synergy Rents and shall be governed by the terms of this Agreement. Only Customer and the following persons with Customer's permission ("Authorized, Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employees' regulair consolvers in writing. Customer employees, lettow employees in the course of social employees. Tegular employment, or persons approved by Synergy Rents in writing. Customer and all authorized Operators must: be at least twenty-one (21) years of age; be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Any person appearing to act under the direction of, or at the behest of, or under the authority of the Customer, shall be conclusively be presumed to be an agent of the Customer and hereby binds the Customer to all terms and conditions of this Agreement. Customer agrees not to sublet, loan, dispose of or assign the Equipment. Customer represents and warrants that any person who will use the Equipment is fully qualified to operate the Equipment in a safe manner. Customer shall not allow any person to use or operate the Equipment when it in need of repair or when in an unsafe condition or situation; modify, misuse, harm or abuse the Equipment; or permit the repair to the Equipment without Synergy Rents written permission.

2. RENTAL AND REFUELING CHARGES. Customer will pay Synergy Rents

2. NEVER AND CHARLES AND CONTINUES AND CONTI reimbursement imposed, license or registration fees levied based upon the rental of the Equipment or the use or operation thereof, and all expenses incurred by Synergy Rents in collecting the same, including reasonable attorney fees and costs at all trial and appellate levels, and in any bankruptcy proceedings. Customer is renting the Equipment described in this agreement for a specific period of time (shift), which is either daily, weekly or monthly. for a specific period of time (shift), which is either daily, weekly or monthly. Customer shall be entitled to use the Equipment for a maximum or eight (8) hours per day. Any usage in excess of eight (8) hours per day shall be at additional charge to Customer at a rate which is proportionate to the effective hourly charge for each hour of the permitted eight (8) hour use. Should customer retain the Equipment for a period longer than the applicable should his proportionate to the effective daily shift rate established by Synergy Rents. All charges are subject to final audit by Synergy Rents. Synergy Rents will have a lien as allowed by law for charges incurred hereunder upon the real property and improvements upon which the Equipment is employed. Rental charges begin immediately upon delivery of the Equipment to the location directed by the Customer or upon Customer taking the Equipment from Synergy Rents, whichever occurs first. Rental charges end upon the return of the Equipment to Synergy Rents in an acceptable condition. If the Equipment Synergy Rents, whichever occurs first. Rental charges end upon the return of the Equipment to Synergy Rents in an acceptable condition. If the Equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimal rental period. Rentals are F.O.B. at Synergy Rents at the address of Synergy Rents on the Front unless otherwise specified. Shipping charges from Synergy Rents to Customer's designation and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals are subject to change on thirty (30) days notice in writing to Customer with respect to any portion of the rental period then remaining. If Synergy Rents consents in writing, Customer may direct Synergy to bill a third party for charges incurred under this Agreement. In such event, Customer and such third party shall be ionifity and severally liable for all such Customer and such third party shall be jointly and severally liable for all such Customer and such third party shall be jointly and severally liable for all such charges. Customer represents having the authority to direct such charges to be billed to that person or entity. Should the Customer fail to pay any invoice to Synergy Rents in accordance with the terms of such invoice, Customer will pay interest on such delinquent payment until fully paid, at the maximum rate allowed by law in the State of Florida. Customer may also be charged a fee fo any check used for payment hereunder that is returned unpaid. Synergy Rents agrees to provide the Equipment to Customer with full fuel tank(s), Customer agrees to pay Synergy Rents for refilling the tank(s) at the refueling service charge posted at Synergy Rents.

any neck used for payment nervaluer that is returned unipaus. Synery Rents agrees to provide the Equipment to Customer with full fuel tank(s). If the Equipment is not returned with full fuel tank(s), Customer agrees to pay Synergy Rents for refilling the tank(s) at the refueling service charge posted at Synergy Rents. In the same good and clean condition it is when Customer receives it, ordinary and wear and tear excepted. 'Ordinary wear and tear' shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment on a one-shift basis. Damage which is not 'ordinary wear and tear' include, but are not limited to, damage resulting from lack of fuel or lubrication; failure to maintain proper oil, water, hydraulic or air pressure levels; damage due to overturning or upsetting, overloading or exceeding rated capacities and proper use; abuse, lack of cleaning, lire, tube and wheel damage. Customer shall be responsible for all damage of whatever nature not caused by 'ordinary wear and tear'. The Equipment must be returned during regular business hours to Synergy Rents by the return date specified in the Agreement or sooner if demanded by Synergy Rents. Customer acknowledges that it must confirm return receipt of the Equipment by Synergy Rents at the expiration or earlier termination this Agreement. Until Synergy Rents actual possession of the Equipment. The Equipment will be kept and used solely at Customer's business houses and assistance required to the advance of the service of the Equipment is used, and will not be moved without Synergy Rents prior written consent. The Equipment will be used only in accordance with the manufacturer's instructions, within its rated capacity. Customer will normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to checking of Equipment to the safety instructions. Customer will perform or will cause to be performed and pay for all normal periodic and other basic service, adju

obtain this information.

4. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental or in Customer's care, custody or control, whether exclusive or not and whether or not due to the fault of the Customer, will be the sole responsibility of Customer (subject to the provisions and limitations of this Agreement) and will be paid to Synergy Rents promptly upon Customer's receipt of an invoice, therefor. Use of Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk. In the event any or all of the equipment is lost or stolen, the Customer shall be responsible for all rental charges until payment has been received in full for the full value of the lost or stolen equipment.

5. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any rent when due or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of this or any other Agreement by and between Customer and Synergy Rents. Customer will further be deemed to be in default if the Equipment is used: (A), to carry persons for hire (8) to carry persons other than Authorized Operators or helpers employed by Customer (Unless authorized by Synergy Rents on Front), all of whom will ride only within the cab of the Equipment, and then only if such carriage is lawful; (C) to transport property for hire unless Customer obtains all necessary permits and licenses; (D) in violation of any law or ordinance: (E) in any race, test or contest: (F) for the carrying or hauling of any law or ordinance: (E) in any race, test or contest; (F) for the carrying or hauling of explosives or other hazardous material in violation of applicable laws, rules, and

of explosives of other nazardous material in violation of applicable laws, rules, and regulations; (6) in violation of Paragraph 6. REMEDIES OF SYNERGY RENTS. In case of default by Customer as specified in this Agreement or if Synergy Rents desems itself insecure, Synergy Rents may enter the premises where the Equipment is located and render it inoperative and or repossess the Equipment. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Synergy Rents recovering the Equipment. Customer pares to premit such ontary and explosity Synergy Rents. receive any notice of legal process, as a pre-condition for Synergy Rents recovering the Equipment. Customer agrees to permit such entry and action by Synergy Rents in such assessing such assessing such as the such action and action by Synergy Rents and such assessing such assessing such as the such as th

any manner that would constitute a default under this Agreement, or in violation of this S Agreement, or is obtained from Synergy Rents by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all such use of the Equipment is without Synergy Rents permissed only illegal purpose, all such use of the Equipment is without Synergy Rents permissed on the permissed of the Synergy Rents at the time the equipment is rented, a certificate of insurance naming Synergy Rents as a loss payee and/or additional insured evidencing coverage for physical damage to the equipment. Such physical damages upon twenty (20) days prior written notice to the branch office identified in this agreement. Customer may not rent any equipment from Synergy Rents without insurance certificates on the premises of the branch identified in this agreement. Customer may not rent any equipment from Synergy Rents without insurance certificates on the premises of the branch identified in this agreement. Bodily injury/property damage: Responsibility to third parties: in addition to the foregoing physical damage insurance for the equipment, Customer with the surface of the surfa

comprehensive losses, collision and upset, and acts of God. Prior to the inception of equipment rental, Customer shall provide Synergy Equipment with proof of insurance coverage for rented equipment in the form of a Certificate of Insurance (COI) which names Synergy Equipment as the certificate holder, and contains policy limits in an amount satisfactory to Synergy Equipment, in its sole determination, which COI shall affirmatively state that there is no maximum amount of coverage 'per item' of equipment less than the total coverage limits stated in the COI. If Customer rents equipment without providing a satisfactory COI to Synergy Equipment, then Customer will be required to purchase from Synergy Equipment a loss and damage waiver at the inception of the rental. at Synergy Equipments austomary rate. Subject to the inception of the rental, at Synergy Equipments customary rate. Subject to the exceptions and exclusions set forth in Section B hereinbelow, if Customer pays Synergy Requipment as de for loss set drim in section in receiver. Outsomer shall not be responsible for loss of damage to design and damage where the state of the section of the Customer shall also be responsible to Synergy Equipment for all rental charges which accrue during the time equipment is being repaired. Customer acknowledges that the loss and damage waiver is not intended to be, and does not constitute a policy of

insurance.

(B) Notwithstanding that Customer has purchased the loss and damage waiver from Synergy Equipment, Customer shall be liable for 100% of all loss of or damage to equipment if equipment is damaged due to: (i) excessive load exceeding rated capacity, or improperly secured or coupled load (ii) failure of customer to perform all normal periodic service, adjustments and/or lubrication of equipment (iii) abuse, storage or operation of equipment in a manner inconsistent with equipment manufacture nstructions, (iv) loss or damage occurring during and as a result of riot, strike, or civil unrest (v) negligent or abusive use, storage or operation of equipment, (vi) equipment striking overhead objects (vii) loss or damage occurring during the loading, unloading or transportation of equipment (viii) use or operation of equipment in a manner other than its intended purpose (ix) loss or damage by nuclear reaction, nuclear radiation, or radioactive contamination (x) disappearance, theft or conversion of equipment, or any part thereof, (xi) loss or damage associated with equipment upset or rollover, leaving keys on the equipment when not in use, exposure of equipment to corrosive materials, damage due to acts of God, such as floods, wind, storms or earthquakes, damage due uality to the source of the so

to Synergy Equipment as soon as it is available.

9. CUSTOMERS OBLIGATION TO INDEMNIFY. Customer will defend, indemnify and hold harmless Synergy Rents, its subsidiaries, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorney's fees by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of Customer, as a result of maintenance, use, possession, operation, erection, dismantling, servicing or transportation of Equipment, or Customer's failure to comply with this Agreement, even if such liability results in any part from the ordinary negligence of Synergy Rents its agents or employees.

10. CUSTOMER'S COMPLIANCE WITH LAW. CUSTOMER WITH IT IS OWN 10. CUSTOMER'S COMPLIANCE WITH LAW. Custoffield with a comply with all federal, state and local laws and regulations affecting the Equipment and its use, operation, erection, design and transportation, including without limitation, licensing and building code requirements and will defend, indemnify and hold Synergy Rents harmle from all loss, liability or expense resulting from actual or alleged violation any such laws, regulations, or requirements.

11. NOTICE OF DAMAGE, LOSS OR ACCIDENT. In the event of an

11. NOTICE OF DĂMAGE, LOSS OR ACCIDENT. In the event of an accident, loss of, theft or damage to the Equipment. Customer agrees to notify Synergy Rents immediately by telephone, and thereafter to immediately to report in writing to Synergy Rents) all information deemed relevant thereto including the names, addresses, phone numbers and other pertinent information from all parties involved and all witnesses, and to give Synergy Rents and the public authorities proper and full information, assistance and full cooperation in the investigation and prosecution of any matter resulting from such accident, loss, theft or damage.

12. CONDITION OF THE EQUIPMENT. Customer hires the Equipment on an "As Is' basis. Customer acknowledges that the Equipment is of a size, design, capacity and manufacturer selected by Customer and finds it suitable for its needs. Customer acknowledges receipt of all items listed on this Agreement, and that they are in good working order and repair. Customer declares it fully understands the Equipment's proper operation and use; and that the Equipment will only be used by persons who fully understand its proper and use. Customer acknowledges and declares having examined, or has had the opportunity and right to examine, the Equipment upon its delivery to Customer. Customer's acceptance or use of the Equipment without prompt notice to Synergy Rents that the Equipment is not in good mechanical condition of a that time. Customer acknowledges that he has had the opportunity to inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment in a secure and operative condition. If during Customer's pessession of the Equipment is fearing the properties of the Equipment of the Equipment is in the customer's personnel of the Equipment is in the customer's obsession of the Equipment in a secure and other device administrations used to comfer the Lydpiner in a secure and operative condition. If during Customer's possession of the Equipment, it is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or conditions for the responsibility of Cascinner's employees or agents, Customer will so notify Synergy Rents, whereupon Synergy Rents will then, at its option and without any other liability or responsibility by Synergy Rents to Customer. (a) repair or suitably replace the Equipment within a reasonable time during Synergy Rents normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment for the period the Equipment is inoperative; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Synergy Rents for damages to or maintenance of Equipment which is the responsibility of carriages to ornamerians of enemgy for any failure responsioning Customer. Sustomer's sole remedy for any failure or defect in the failure Equipment shall be the termination of the rental charges at the time failure provided Customer notifies Synergy Rents immediately of such failure and returns the Equipment to Synergy Rents within twelve (12) hours of such failure. Customer agrees to supply full access to the Equipment in Synergy returns the Equipment to Synergy Rents within twelve (12) hours of such failure. Customer agrees to supply full access to the Equipment to Synergy Rents representatives so as to enable Synergy Rents to meet its responsibilities hereunder. Notwithstanding the foregoing provisions of this paragraph, Customer agrees to indemnify and hold harmless Synergy Rents, its subsidiaries, affiliated companies, parent company and its and their officers, agents and employees to the greatest extent provided by law and as may be provided for in this Agreement. THE FORECOING IS IN LIEU OF (I) ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND OF (II) ALL OBLIGATIONS OR LIABILITY ON THE PART OF SYNERGY RENTS TO CUSTOMER FOR DAMAGES, INCLUDED BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTING, LEASING, MAINTEMANCE, USE, OPERATION, STORAGE, ERECTION, ASSEMBLING, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

13. FORCE MAJEURE/ INFRINGEMENT. Any failure of performance by Synergy Rents due to causes beyond Synergy Rents reasonable control, Including but not limited to, acts of civil or military authority, Acts of God, labor difficulties, failure of transportation and delays of suppliers, will not be deemed to be a default by Synergy Rents. Synergy Rents will not be liable to Customer for Infringement of any type resulting from the rental, performance or use of the Equipment and services provided hereunder.

14. ATTORNEY'S FEES. In the event of any action to enforce this Agreement

difficulties, failure of transportation and delays of suppliers, will not be deemed to be a default by Synergy Rents. Synergy Rents will not be liable to Customer for Infringement of any type resulting from the rental, performance or use of the Equipment and services provided hereunder.

14. ATTORNEY'S FEES. In the event of any action to enforce this Agreement or to seek a declaration of rights or responsibilities hereunder, the prevailing party will be entitled to reasonable attorney's fees in addition to all other costs and expense allowed by law. It is further agreed that the exclusive venue for any action arising under this Agreement shall be in any county selected by Synergy Rents provided that an office is maintained within such county.

15. MERGER/ MODIFICATION/SEVERABILITYWAIVER OF JURY TRIAL. This Agreement (front and back) together with the terms of the Credit Application executed by Customer, express the entire Agreement between the parties with respect to the subject matter hereof. No charge, modification or alteration of the terms hereof will be effective as against Synergy Rents and unless same is in witting and signed by a duly authorized officer of Synergy Rents. By Customer's execution of this Agreement and acceptance of delivery of any part of the Equipment, Customer accepts all of the terms and conditions contained herein, and waives any inconsistent terms and conditions contained herein, and waives any inconsistent terms and conditions hereof. The provisions of this Agreement shall not be affected. This Agreement shall be governed and constructed by the laws of the STATE of FLORIDA. CUSTOMER VOLUNTARILY AND INTENTIONALLY WAIVES FOR THEMSELYES AND THEIR RESPECTIVE Helies, SUCCESSORS AND ASSIGNS, ANY RIGHTS WHICH CUSTOMER MIGHT HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION, ACTION, SUIT, OR PROCEEDING WHETHER AT LAW OR IN EQUITY BASED ON OR ARTISING OUT OF THIS AGREEMENT, WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS OLAMI, COUNTER CLAIM, AFFIRMATUS EARD OF THEMSELYES AND THEIR

plates of other makings in a prominent place on the Equipment. Customer shall not alter, disfigure or cover up such markings of identification displayed on the Equipment.

17. REMOVAL FOR MISUSE. Synergy Rents reserves the right and privilege of entering Customer's premises, a job site or such other property where the Equipment or any part thereof, is located, and without hindrance, directly or indirectly on the part of Customer, summarily and without legal notice or legal proceedings remove the Equipment in in inspection, Synergy Rents finds that the Equipment is being overloaded or burdened beyond its capacity or otherwise abused or neglected. Synergy Rents hall not be guiltly of trespass or breach of the peace regarding its acts to recover the Equipment. Customer hereby agrees to indemnify, defend and hold Synergy Rents harmless from any and all claims and costs arising from such retaking.

18. INSOLVENCY AND BANKRUPTCY. Customer represents to Synergy Rents that it is not insolvent; and should Customer become insolvent, that it will return all Equipment to Synergy Rents immediately. In the event of Customer's bankruptcy or insolvency, or the appointment of a receiver of the assets of Customer, or the institution of any legal proceedings of any kind or character affecting possession of any of the Equipment, Synergy Rents and without notice or without legal proceedings; and upon such retaking of possession of Equipment, or any part, wherever it may be found, summarily and without notice or without legal proceedings; and upon such retaking of possession of Equipment, this Agreement shall automatically terminate.

19. LIMIT OF LIABILITY. Synergy Rents. SWLL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, DELAY, LOSS OF USE, REVENUE, PENALTIES, PROFIT OR DAMAGE SUFFERED BY CUSTOMER AS A RESULT OF SYNERCY RENTS SUPPLY OR FAILURE TO SUPPLY THE EQUIPMENT UNDER THIS AGREEMENT: NOR SHALL SYNERGY RENTS LIABILITY FOR ANY

RENTS SUPPLY OR FAILURE TO SUPPLY THE EQUIPMENT UNDER THIS AGREEMENT; NOR SHALL SYNERGY RENTS LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT EXCEED THE AMOUNT OF RENTAL CHARGES PAID BY

Rev. 01-2022

# Section 5 Business Items

# **Subsection 5A**

# Motion to Assign Fund Balance

# ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT

Motion: Assigning Fund Balance as of 9/30/23

Operating Reserve \$172,992

# **Subsection 5B**

# Agreement with All Florida Septic

# AGREEMENT BETWEEN ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT AND FASTEC PERFORMANCE WAREHOUSE, INC., D/B/A ALL FLORIDA SEPTIC, FOR LIFT STATION REHABILITATION SERVICES (Lift Station No. 4)

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between:

**Enterprise Community Development District,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is 313 Campus Street, Celebration, Florida 34747 ("District"); and

**Fastec Performance Warehouse, Inc. d/b/a All Florida Septic,** a Florida corporation, with a mailing address of P.O. Box 700153, St. Cloud, Florida 34770 ("Contractor," together with District, "Parties").

# **RECITALS**

**WHEREAS,** the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS,** the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS,** the District has a need to retain an independent contractor to provide lift station rehabilitation services to Lift Station No. 4; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide lift station repair services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

**WHEREAS,** the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**Now, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

- **SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- **SECTION 2. DUTIES.** The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the

### Contractor are described in **Exhibit A** hereto.

- A. Contractor shall provide lift station rehabilitation services for Lift Station No. 4, as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- **B**. Contractor shall work with the District to complete the Services on an expedited basis.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

## SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. The District shall pay Contractor Forty-Three Thousand Two Hundred Fifty Dollars (\$43,250.00) for the Services as identified in Exhibit A attached hereto and incorporated herein by reference. Such payment shall be due upon the completion of the Services and the acceptance of the Services by the District, at which time Contractor shall submit its invoice for payment. Contractor's invoice shall be paid in accordance with Florida Prompt Payment Act. Such amounts include all materials and labor provided for in Exhibit A and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.
- **B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly

after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

### Section 5. Insurance.

- **A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required

insurance.

## Section 6. Indemnification.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.
- **SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
- **SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

Section 14. Permits and Licenses. All permits and licenses required by any

governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

- **SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.
- SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- **SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.
- **SECTION 20.** AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.
- **SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.
- **SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by

First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Enterprise Community Development

District

313 Campus Street

Celebration, Florida 34747 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

**B. If to the Contractor:** Fastec Performance Warehouse, Inc.,

d/b/a All Florida Septic

P.O. Box 700153

St. Cloud, Florida 34770

Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

SECTION 25. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Sandra Demarco ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 566-4132, SANDRA.DEMARCO@INFRAMARK.COM, OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 28.** COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the

Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 29. E-VERIFY.** The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- **A.** Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- **B.** Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- **C.** Section 287.135, Florida Statutes, titled *Prohibition against contracting with scrutinized companies*;
- **D.** Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- **E.** Section 287.138, Florida Statutes, titled *Contracting with entities of foreign countries of concern prohibited.*

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and

year fir	st writte	n above.
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ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT
Chairperson, Board of Supervisors
FASTEC PERFORMANCE WAREHOUSE, INC., D/B/A ALL FLORIDA SEPTIC
Ву:

**Exhibit A:** Scope of Services

# **Exhibit A**



Lift Station 4 Enterprise CDD Inframark January 24, 2024

### Enterprise CDD Lift Station 4 Rehab:

All Florida Septic agrees to rehab current lift station 4 bottom. We will start by removing the bushes in front of the lift station. We will then set a flow through plug and book up bypass pump to it. We will then clean the station and remove all hardware from wet well. Once everything is removed we will grout the bottom of the wet well and pour concrete and reform the bottom. We will then install hardware back in replacing the base elbows and guide claws; install one new pump and a new set of floats. The process will entail the following:

Thoroughly clean lift station for entry
t new like for like pump
Lakor and material (base ellows guide claws concrete plug and miscellaneous materials)
4 new floats
Confined space equipment and crew
hydro and grout to scal wet well

Estimated	Total:	843,250.00
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# **Subsection 5C**

# **Special Warranty Deed, Island Village Phase 1A**

PREPARED BY AND RETURN TO: Sarah R. Sandy, Esq. KUTAK ROCK LLP 107 West College Avenue Tallahassee, Florida 32301

# **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by MATTAMY ORLANDO, LLC, a Delaware limited liability company, whose address is 4901 Vineland Drive, Suite 450, Orlando, Florida 32811, ("Grantor"), to the ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under Chapter 190, *Florida Statutes*, whose mailing address is 313 Campus Street, Celebration, Florida 34747, ("Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

# WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Osceola County, Florida, further described as:

Tract 1.03.03 and Tract 1.03.05, as shown on that plat of Celebration Island Village, Phase 1A, recorded in Plat Book 29, Pages 151 through 161 inclusive of the Official Records of Osceola County, Florida.

Subject to restrictions, covenants, conditions, and easements, of record; however, reference hereto shall not be deemed to reimpose same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but not otherwise. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

1

**IN WITNESS WHEREOF**, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in our Presence: MATTAMY ORLANDO, LLC, a Delaware limited liability company By: \_\_\_\_\_\_Printed Name: \_\_\_\_\_\_ Printed Name: Address: Its: \_\_\_\_\_ Printed Name: Address: STATE OF\_\_\_\_\_\_
COUNTY OF\_\_\_\_\_ The foregoing instrument was acknowledged before me by means of  $\square$  physical presence of \_\_\_\_\_ □ online notarization, this \_\_\_\_ day 2024. or of Mattamy Orlando, LLC, a Delaware limited liability company, on behalf of the company who is  $\square$  personally known to me or  $\square$ produced \_\_\_\_\_\_ as identification. Signature of Notary Public (SEAL) Name of Notary Public (Typed, Printed or Stamped)

### **Subsection 5D**

# Right-of-Way Utilization Agreement with Duke Energy

ORDINANCE #	
-------------	--

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE TOWN CENTER OF COMMUNITY DEVELOPMENT DISTRICT, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN CENTER BOARD MEMBERS OF CDD, OSCEOLA COUNTY, FLORIDA:

### **SECTION 1 – Findings**

The Community Development District of \_\_\_\_\_\_ in Osceola County, Florida ("Town" or "Grantor") deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights of way utilization franchise (sometimes referred to herein as the "Franchise") granting Duke Energy Florida, LLC d/b/a Duke Energy ("Company" or "Grantee") permission to occupy the Rights of Way in the Town for the purpose of providing electric services.

### **SECTION 2 - Short Title**

This Ordinance shall be known and may be cited as the "Duke Energy Rights of Way Utilization Franchise."

### **SECTION 3 – Definitions**

For the purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

- (A) "Adversely Affected" For the Company, a loss of one percent (1%) of Base Revenues within the corporate Town limits due to Retail Wheeling. For the Town, a loss of one percent (1%) of Franchise Fees due to Retail Wheeling.
- (B) "Base Revenues" All of Company's revenues from the retail sale of electricity, net of customer credits, to residential, commercial and industrial customers and Town sponsored street lighting, all within the corporate limits of the Town.
- (C) "Electric Energy Provider" Every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local

government (including Town herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.

- (D) "Electric Utility" Shall have the meaning set out in Section 366.02(2), *Florida Statutes* (2020), and shall also include every electric "Public Utility" as defined in Section 366.02(1), *Florida Statutes* (2020). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or County.
- (E) "Electric Utility System" An electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include, but not be limited to, electric light, heat, power and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions hereto as shall hereafter be made.
- (F) "Franchise Area" That area for which Company provides electric utility service within the corporate Town limits of the Town.
  - (G) "Franchise Fees" Shall have the meaning set forth in Section 6 of this Ordinance.
- (H) "Facilities" Conduits, cables, poles, wires, street lighting, supports and such other structures, appurtenances or accessories as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service.
- (I) "Ordinance" The ordinance titled and described in the preamble herein and ordained by the Community Development District Board Members of \_\_\_\_\_\_\_, Florida.
- (J) "Person" Any person, firm, partnership, association, corporation, company or organization of any kind.
  - (K) "Public Service Commission" The Florida Public Service Commission.
- (L) "Rights of Way" All of the public streets, alleys, highways, waterways, easements, bridges, sidewalks and parks, and any other public ways or places owned by the Town, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the Town, or in such territory as may hereafter be added, consolidated or annexed to the Town.

(M) "Retail Wheeling" – A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

### **SECTION 4 - Grant of Authority**

- This grant of authority is limited to the provision by Company to have, maintain, or place its Facilities within the Rights of Way for its electric utility services. Accordingly, the Town hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present and future limits of the Town, provided that all portions of the same shall conform to accepted industry standards, including but not limited to, the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date (as defined in Section 5) of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside "Rights of Way" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the unrestricted right to place its Facilities within the Rights of Way, the Town expressly acknowledges and agrees that Company shall not be required to apply for, obtain, or pay for permits to construct, operate, maintain, or remove its Facilities within the Rights of Way.
- (B) Annexation or Contraction. Town represents that as of the date of the adoption of this Ordinance, it has provided Company with accurate information for all residential, commercial and industrial customers and Town sponsored street lighting that are within the Franchise Area. Company shall be responsible for remitting the Franchise Fee only to service and billing addresses identified as being within the Franchise Area as of the date of this Ordinance. However, Town and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Town approves any Franchise Area expansion or reduction by annexation or contraction, Town shall provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval, and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, Town shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, applicable directional and zip codes associated with each street name, all zip codes assigned to geographic areas located entirely within the Town (including zip codes assigned to post office boxes), and all post office box number ranges and the Town names and zip codes associated therewith. For a range of street address numbers located within Town which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even. Subject to the first paragraph, Company shall be responsible for remitting the Franchise Fee only to service and billing addresses identified as being within the Franchise Area contained in a list which includes all the required elements in this subsection.

The lists shall be provided by email; except that if a list is available on another medium, the Town shall, upon request, furnish the list on such medium in addition to, or in lieu of, the emailed list. The municipality shall be responsible for updating the lists as changes occur and for furnishing this information to the Company.

All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows, with the address subject to change:

Duke Energy
Tax Team DT02-V
9642 David Taylor Drive
Charlotte NC 28262
And by email to: TaxTeam@duke-energy.com

Company must revise its payments due to any annexation or contraction within a reasonable time after Company has received such notice and updated list from Town, but no later than sixty (60) days after receipt of notice and the list. Town understands and affirmatively acknowledges that the Company will exclusively rely upon the Town to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the Town that are impacted by such annexations or contractions. Further, Town acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) <u>Use of the Rights of Way</u>. During the term of the Franchise granted herein, Company shall be the sole Electric Utility allowed to use and occupy the Rights of Way for the provision of electric energy service; provided, however, the Company's right to use and occupy Rights of Way for the purposes set forth herein shall be non-exclusive as to entities not engaged in the provision of electric energy service within the Franchise Area, and the Town reserves the right to grant the right to utilize the Rights of Way to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein. In addition to any other rights and/or remedies Company may have under this Ordinance or at law or in equity, should Town permit an Electric Utility other than Company to use and occupy the Rights of Way for the provision of electric energy service, Town agrees that Company shall be entitled to injunctive relief.

### **SECTION 5 - Notice of Acceptance and Term of Franchise**

(A) This Ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the Town Center Board Members; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the Town Board Members and shall signify its acceptance in writing within thirty (30) days after the Community Development District Board Members' approval of this Ordinance by filing its written acceptance with the Town Clerk. If Grantee fails to accept this Franchise within thirty (30) days of its date of passage and adoption, then this Ordinance shall be null and void, and of no force and effect of any kind.

- (B) Commencing on the Effective Date, the term of the Franchise granted herein shall be for a period of thirty (30) years. Thereafter, the Franchise granted by this Ordinance will renew automatically for up to two (2) successive five (5)-year periods, unless either party provides the other with written notice of its intent to forego automatic renewal at least twelve (12) months prior to the date of the automatic renewal.
- (C) If the Franchise expires without the parties entering a new franchise agreement, then Company shall have the right to decrease the percentage of Company's Base Revenues collected and paid to the Town under this Franchise by two percent (2%) beginning on the first anniversary of the expiration of the Franchise and by an additional two percent (2%) on the second anniversary of the expiration of the Franchise; provided that the percentage of Company's Base Revenues collected and paid to the Town pursuant to this Franchise shall not be reduced to less than two percent (2%) of Company's Base Revenues in any case. If Company determines at the time of expiration of this Franchise that the parties are actively engaged in good faith negotiations and making substantial progress toward the execution of a new franchise agreement, Company may elect in its discretion to waive, delay, or abate the payment reductions permitted under this Section 5(C).

### **SECTION 6 - Payment to Town**

(A) Effective the first day of the second month beginning after the Effective Date of this Ordinance, Town shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due Town for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder. Any Franchise Fees that will be paid to the Town will be collected by the Company from Company's customers in the Franchise Area and paid to the Town in the manner described herein. The Town expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to Town for each month no later than the twentieth (20<sup>th</sup>) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest at the rate of ten percent (10%) per annum.

- (B) Only disputed amounts shall be allowed to be withheld by Company, and any such amount shall not accrue any interest during the pendency of any such dispute.
- (C) The Town acknowledges that all classifications and categories of retail customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

### **SECTION 7 - Favored Nations**

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this

Franchise to increase the Franchise Fee payable under this Ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly Franchise Fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased franchise fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

- (B) It is the intent and agreement of Grantor and Grantee that should applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights of Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights of Way.
- (C) In the event applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, and if Grantor imposes a lesser fee, no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights of Way or not utilizing Grantor's Rights of Way, Grantee's Franchise Fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero (0), if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, Town shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this Ordinance; it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of Town shall be given a competitive advantage over Company.

### **SECTION 8 - Grantor Rights**

(A) The right is hereby reserved to the Town to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, and shall not conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Ordinance and any other ordinance or regulation adopted by the Town or actions (or inactions) of the Town relating to Company's rights to perform work in and/or occupancy of the Rights of Way as permitted hereunder, the rights under this Ordinance shall govern and control. In the event of such conflict, the Town and Company agree to work together in good faith to address and resolve such conflict; provided, however, that Company shall be permitted to continue to exercise the rights granted herein during the resolution of any conflict.

### **SECTION 9 - Work in Rights of Way**

The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights of Way of the Town related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten, stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the rights and privileges necessary or convenient for the full use including the right to trim, cut, remove and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation or access of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the Town an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said Town shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the Town for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

### **SECTION 10 - Indemnification**

- (A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify Town and hold it harmless from and against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs incurred by the Town arising out of the death of or bodily injury to any person, or the destruction of or damage to any property and caused by the negligence or willful misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. Company shall not be required to indemnify and hold harmless Town for any damages, claims, expenses, reasonable attorneys' fees and costs arising out of or resulting from the negligence or willful misconduct of Town, its employees, contractors and/or agents. In no event shall Company be liable to Town for any consequential, incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.
- (B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring Town and Company with regard to all damages set forth in Section 10 (A) in the minimum amounts of:
  - (i) \$1,000,000 for bodily injury or death to a person; \$3,000,000 for bodily injury or death resulting from any one accident;
  - (ii) \$500,000 for property damage resulting from any one accident; and
  - (iii) \$1,000,000 for all other types of liability.
- (C) Town acknowledges that Company provides its own liability insurance (self-insured).

### **SECTION 11 - Records and Reports**

- (A) <u>Company Rules and Regulations</u>. The following documents shall be available to Town upon Town's reasonable request: copies of rules, regulations, and procedures adopted by Company that relate to Company's use of Town's Rights of Way.
- (B) <u>Accounting.</u> Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company, as determined by Company.
- (C) <u>Reports</u>. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the Town from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6 (A).
- (D) Availability of Records and Reports. Company shall supply information that Town or its representatives may from time to time reasonably request relative to the calculation of Franchise Fees, subject to the Company's obligation to keep certain records confidential. Such records shall, on written request of Town, be open for examination and audit by Town and Town's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.
- (E) <u>Audit</u>. Town may require an audit of Company's books related to this Ordinance upon prior written notice and during Company's normal business hours not more than once every three (3) years and then only for the preceding three (3) years. Company will reimburse Town's audit costs if the audit identifies errors in Company's Franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of Franchise Fees has occurred due to the Company's error, interest will be calculated at the rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.
- (90) days of the Effective Date of this Ordinance, Town shall provide to Company a report in a format acceptable to Company setting forth a list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, and applicable directional and zip codes associated with each street name. Town shall annually thereafter provide a report identifying any changes to the address listing provided the previous year. For a range of street address numbers located within Town which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even.

### **SECTION 12 - Retail Wheeling**

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this Ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between Company and the Town. If the parties are unable to agree within ninety (90) days of reopening, either party may declare

an impasse and may file an action in the Circuit Court in Osceola County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

### **SECTION 13 – Severability**

Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, Town and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

### **SECTION 14 - Governing Law and Venue**

- (A) This Ordinance shall be construed and interpreted according to the laws of the State of Florida.
- (B) In the event that any legal proceeding is brought to enforce the terms of this Ordinance, the same shall be brought in the appropriate state court in Osceola County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Orlando Division.

### **SECTION 15 – Merger**

This Ordinance is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

### **SECTION 16 – Notices**

Except in exigent circumstances, all notices by either Town or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested, or by recognized commercial delivery with delivery receipt requested (e.g., FedEx, UPS or DHL). Any such notice shall be deemed to have been given when received by the recipient based on the delivery receipt. All notices shall be addressed as follows:

 To Town:
 To Company:

 Town Clerk
 Duke Energy

 Government & Community Relations Dept.

 299 1st Avenue North – FL163

 St. Petersburg, FL 33701

 Phone: (727) 820-5141

### **SECTION 17 - Non-Waiver Provision**

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

### **SECTION 18 - Repealer and Superseding Provision**

This Ordinance shall supersede, as to the rights, privileges, and obligations between Town and Company, all ordinances and parts of ordinances in conflict with the terms of this Ordinance. Town Right-of-Way Utilization Agreement signed on June 8, 1995, and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this Ordinance and none of the provisions of such repealed Right-of-Way Utilization Agreement signed on June 8, 1995, and any amendments thereto shall have any further force and effect.

### **SECTION 19 - Dispute Resolution**

The parties to this Ordinance agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

FIRST READING AND PUBLIC HEARING:	2024.
SECOND READING, ADOPTION, AND PUBLIC HEAD	RING:2024.
ATTEST:	
, Town Center Manager	, Town Center Mayor
Approved as to form and legality for the use and reliance of the Town of, Florida, only.	
, Town Attorney	
Melissa Seixas, State President Duke Energy Florida, LLC	

### **Subsection 5E**

# Construction Use Applications

# **220 Celebration Place**

### **ENTERPRISE CDD USE APPLICATION**

Use Applications must be filed not more than one hundred eighty (180) days before and not fewer than thirty (30) days before the date and time at which proposed construction is intended to begin, provided, however, that for good cause shown, the Enterprise Community Development District ("District"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. District may, after due consideration for the date, time, place, and nature of the construction, the anticipated number of participants and the necessity for District services which will be required in connection therewith, elect to reject or approve this Application.

### PLEASE TYPE OR PRINT IN INK

Name of Company	: Duke Energy			
Mailing Address:	3250 Bonnet Creek Rd.		Phone:	407-827-1250
	Lake Buena Vista, FL		FAX:	
Contact Person (na	me and title): Migdalia Concepcion - D	uke Energy Engineer III		
Mailing Address:	3250 Bonnet Creek Rd.		Phone:	689-444-8598
Z .	Lake Buena Vista, FL		FAX:	
Date of Construction	on: 05/20/2024	TIMES—Start: <u>7:0</u>	00am	<sub>End:</sub> 4:30pm
	tion (including the type(s) of activities which we be sure, replacement of 1 switchgear, and			
Area(s) to be used	(attach sketch and/or legal description): Pleas	se see attached plan view	with d	etails of work area.
Equipment and app	said area(s) at approximately (time) 6:30am paratus proposed to be utilized in connection with to perform the proposed work.	•		
area(s) to be used,	any use application may be contingent upon any services required to be provided by Distr proval of any use application, unless waived by	rict and other reasonable criteria es		
		Mígdalía Concep	cíon	
		Signature		
Witness:		Migdalia Concepcion		
Print Name:		Print Name		
Witness		As: Project Engineer		
		(Insert title if applical	ole)	
		Of:		
		Of:(Insert name of organ	ization	if applicable)
		Date: 02/01/2024		

NOTE: Applicant agrees to pay all costs incurred by the District associated with reviewing the applicant's application request.

### ENTERPRISE CDD USE AGREEMENT

Enterprise Community Development District, a Florida Community Development District ("District") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein.

- 1. <u>Right to Terminate</u>: District reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions or provisions of this USE AGREEMENT, or, if in the judgment of District, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
- 2. <u>Indemnification</u>: Applicant shall indemnify, defend and hold harmless District and the officers, directors, agents, employees and assigns of District from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions and/or provisions of this USE AGREEMENT.
- 3. <u>Compliance with Law</u>: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's Representatives use of the Area.
- 4. <u>Damage to Property</u>: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. District shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property.
- 5. "As Is" Condition: Applicant accepts the use of the Area in its "as is condition." District shall have no obligation to make any changes thereto. District shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
- 6. Rules and Regulations: Applicant and Applicant's Representatives shall comply with the following Rules and Regulations:
  - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of Celebration, Florida by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
  - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
  - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
  - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
- 7. Right to Use Only: This USE AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
- 8. Other Conditions. Depending upon the nature of the Construction and the Area, District reserves the right to require, as a condition of using the Area:
  - a) Certificate of Insurance (form, type, limits and coverage approved by District) with respect to the Area and the Construction:
  - b) Security appropriate for the Construction and Area;
  - c) Bond or deposit to cover clean up/repair costs; and/or
  - d) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Construction.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS USE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, OR BY EMAIL AT CDDMAINTENANCE@INFRAMARK.COM, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FLORIDA, 34747, ATTN: ENTERPRISE CDD PUBLIC RECORDS CUSTODIAN.

	8 7 FF
	Mígdalía Concepcion
Witness:	
Print Name:	Migdalia Concepcion
Time Name.	Print Name
Witness:	As
Print Name:	As:(Insert title if applicable)
Time Ivame.	Of: Project Engineer
	(Insert name of organization if applicable)
	Date: 02/01/2024
	Approved by: ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT
Witness:	
Print Name:	By:
Witness:	Name:
Print Name:	
	Date:

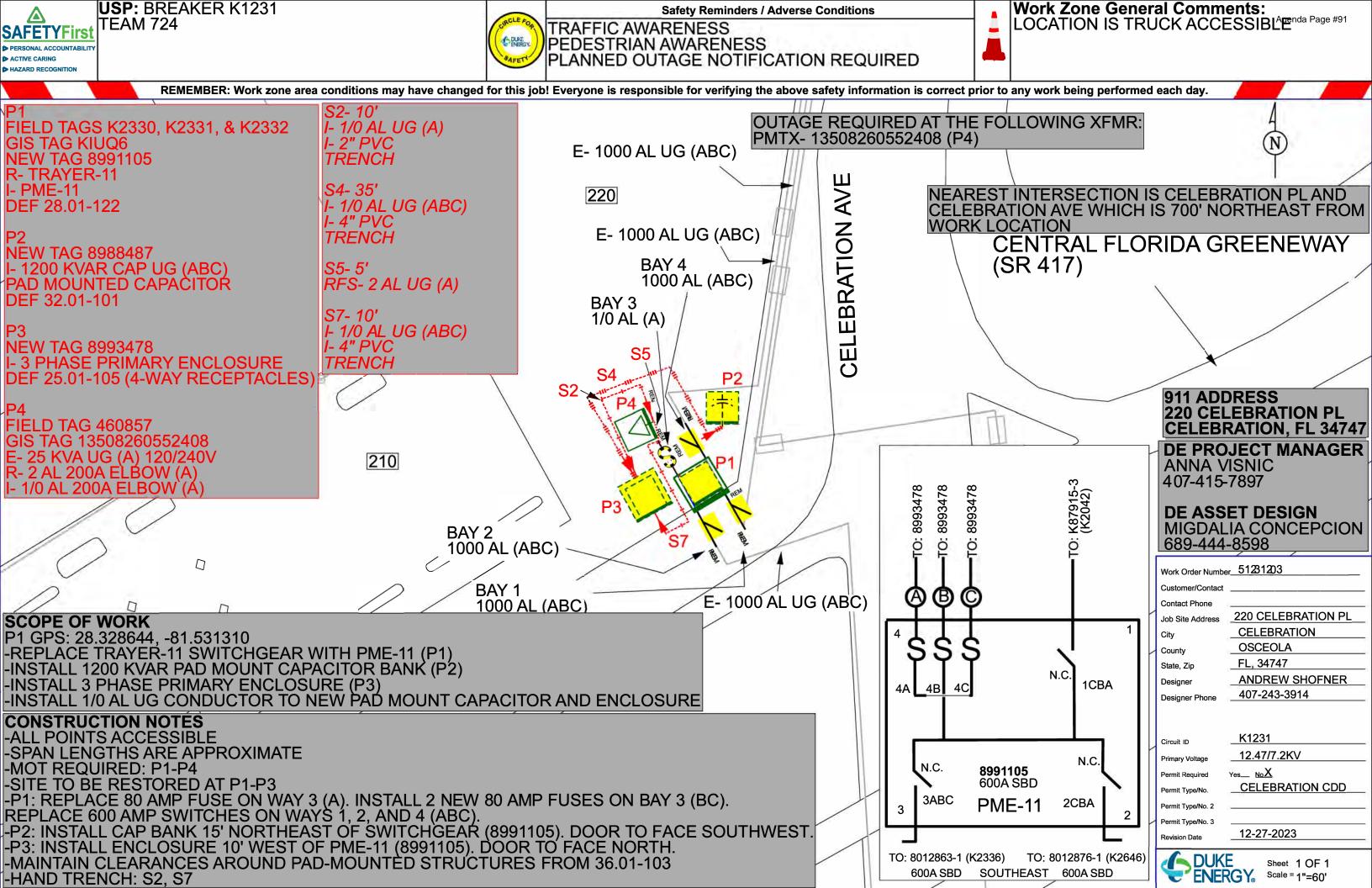
Signed by Applicant:

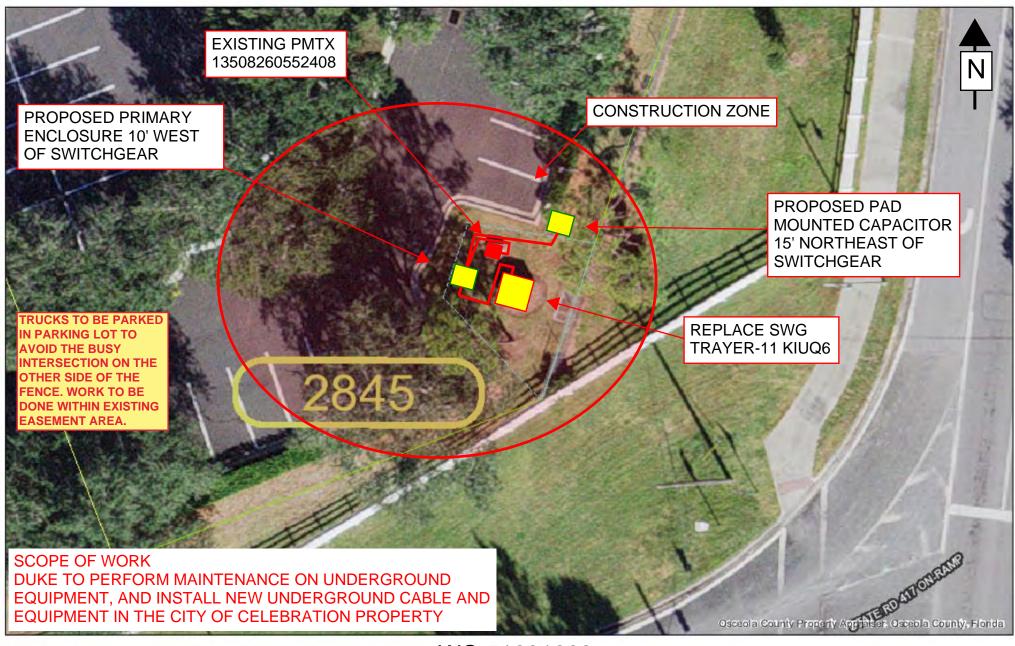
### ADDITIONAL RULES AND REGULATIONS

- 1. Applicant shall provide its own sanitary facilities as appropriate in accordance with applicable regulations or reasonable requirements of the District.
- 2. No pets shall be permitted within the Area.
- 3. No permanent structures are permitted to be constructed within the Area.
- 4. No digging activities are permitted within the Area.
- 5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable.
- 6. Applicant shall provide written confirmation to the District that coordination and notification has been made with all utility systems within the Area.
- 7. Applicant shall coordinate all activities with the District's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
- 8. Applicant will replace any damaged sidewalk or landscaping material in the District's right-of-way.

Applicant agrees	to abide by all	requirements a	nd stipulations as	noted above:
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Signature: Migdalia Concepcion	
Print Name: Migdalia Concepcion	
Title: Duke Energy Engineer III	
Date: 02/01/2024	







This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

### WO 51231203

Date Generated: 12/21/2023

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Katrina S. Scarborough, CFA, CCF, MCF Osceola County Property Appraiser

# **501 Celebration Place**

### ENTERPRISE CDD USE APPLICATION

Use Applications must be filed not more than one hundred eighty (180) days before and not fewer than thirty (30) days before the date and time at which proposed construction is intended to begin, provided, however, that for good cause shown, the Enterprise Community Development District ("District"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. District may, after due consideration for the date, time, place, and nature of the construction, the anticipated number of participants and the necessity for District services which will be required in connection therewith, elect to reject or approve this Application.

### PLEASE TYPE OR PRINT IN INK **Duke Energy** Name of Company: Phone: 407-827-1250 3250 Bonnet Creek Rd. Mailing Address: Lake Buena Vista, FL 32830 Contact Person (name and title): Migdalia Concepcion - Duke Energy Engineer III Mailing Address: 3250 Bonnet Creek Rd. Lake Buena Vista, FL 32830 Date of Construction: 09/09/24 TIMES—Start: 7:30AM End: 4:30PM Nature of Construction (including the type(s) of activities which will occur): Installation of 3 new pad-mounted capacitor bank, installation of primary enclosure, replacement of 3 switchgears, and bore from new enclosure to padmount transformer and capacitor bank. Area(s) to be used (attach sketch and/or legal description): Please see attached construction print and aerial map of work zone. Setup will begin at said area(s) at approximately (time) $_{\scriptscriptstyle -}^{\scriptstyle 7:00AM}$ and will be completed at (time) Equipment and apparatus proposed to be utilized in connection with the construction: 2 bucket trucks and pickup trucks. FEES: Approval of any use application may be contingent upon the payment of certain nonrefundable fees determined by District based on the area(s) to be used, any services required to be provided by District and other reasonable criteria established by District. Applicant shall pay such fees prior to the approval of any use application, unless waived by District. **Signed by Applicant:** Mígdalía Concepcion Witness: Migdalia Concepcion Print Name:\_\_\_ Print Name As: Project Engineer Witness: (Insert title if applicable) Print Name:

NOTE: Applicant agrees to pay all costs incurred by the District associated with reviewing the applicant's application request.

Date: 02/12/2024

(Insert name of organization if applicable)

### ENTERPRISE CDD USE AGREEMENT

Enterprise Community Development District, a Florida Community Development District ("District") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein.

- 1. <u>Right to Terminate</u>: District reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions or provisions of this USE AGREEMENT, or, if in the judgment of District, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
- 2. <u>Indemnification</u>: Applicant shall indemnify, defend and hold harmless District and the officers, directors, agents, employees and assigns of District from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions and/or provisions of this USE AGREEMENT.
- 3. <u>Compliance with Law</u>: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
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  - b) Security appropriate for the Construction and Area;
  - c) Bond or deposit to cover clean up/repair costs; and/or
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	Mígdalía Concepcion		
Witness:	Signature		
Print Name:	Migdalia Concepcion		
	Print Name		
Witness:	As:Project Engineer		
Print Name:			
	Of:		
	(insert name of organization if applicable)		
	Date: 02/12/2024		
With	Approved by: ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT		
Witness:			
Print Name:	By:		
Witness:	Name:		
Print Name:			
	Date:		

Signed by Applicant:

### ADDITIONAL RULES AND REGULATIONS

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- 8. Applicant will replace any damaged sidewalk or landscaping material in the District's right-of-way.

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

Signatu	ure: Migdalia Concepcion
Print N	ame: Migdalia Concepcion
	Project Engineer
Date:	02/12/2024

USP: BREAKER K2701 **TEAM 724** 

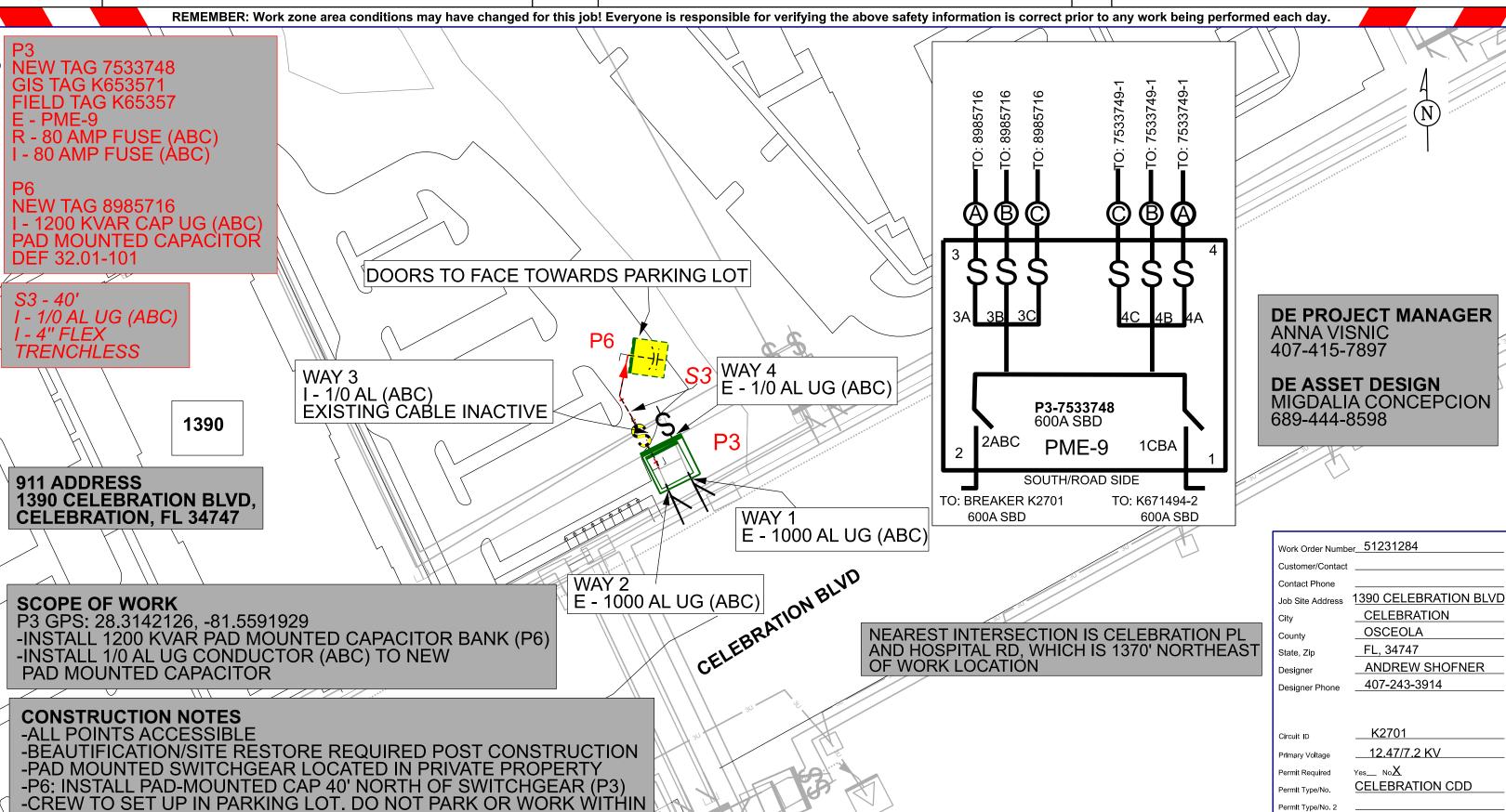
RIGHT OF WAY ALONG CELEBRATION BLVD.

DUKE ENERGY,



LOCATION IS TRUCK ACCESSIBLE Agenda Page #98

Safety Reminders / Adverse Conditions PEDESTRIAN AWARENESS



02-08-2024



Sheet 1 OF 3

TO PMTX (P14)

USP: BREAKER K2701

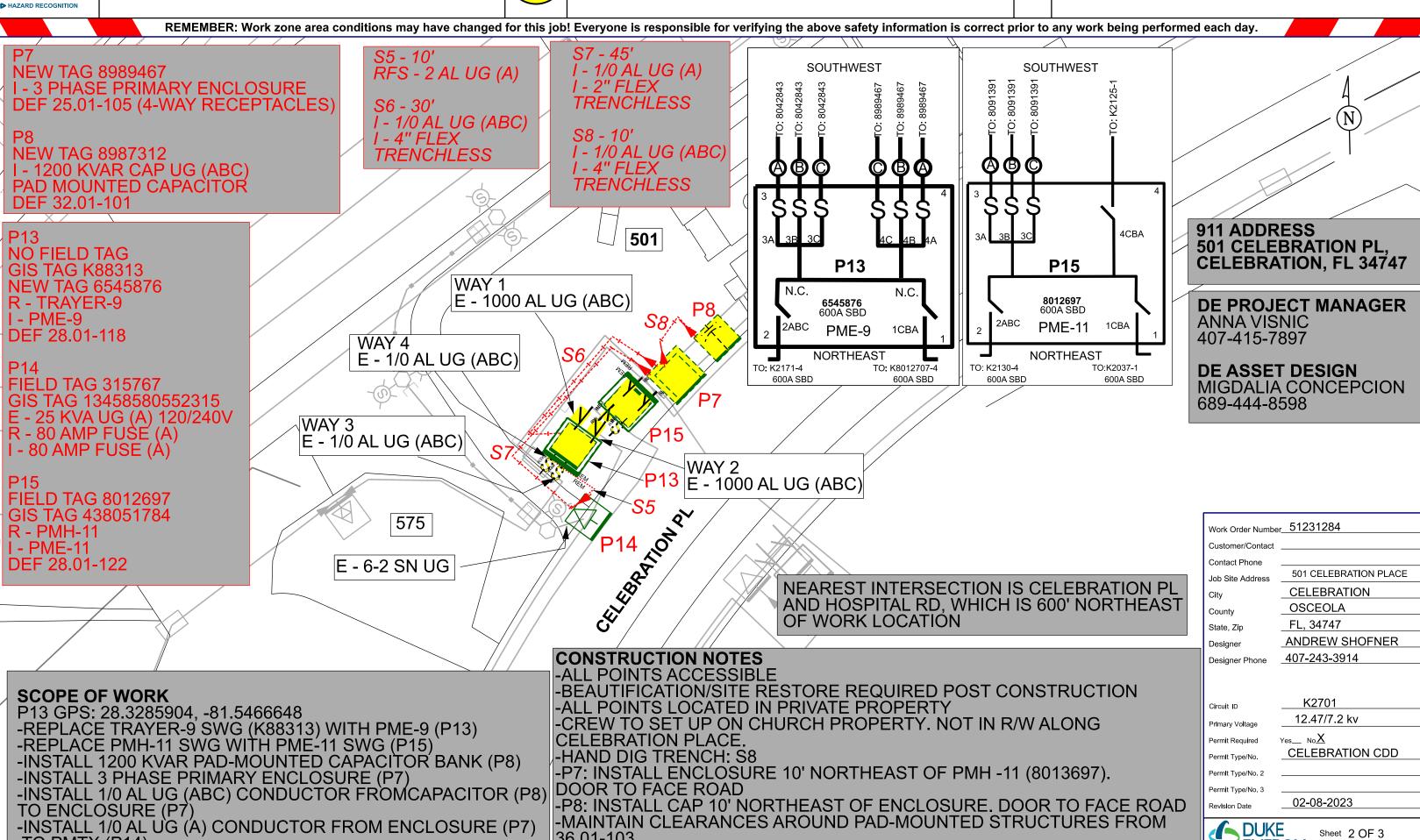
Safety Reminders / Adverse Conditions

PEDESTRIAN AWARENESS

DUKE ENERGY,

Agenda Page #99 LOCATION IS TRUCK ACCESSIBLE

**ENERGY** Scale = 1"=60'



36.01-103

USP: BREAKER K2701 TEAM 724

-MAINTAIN CLEARANCES AROUND PAD-MOUNTED STRUCTURES FROM 36.01-103

CIRCLE FOR

### TRAFFIC AWARENESS

Safety Reminders / Adverse Conditions



LOCATION IS TRUCK ACCESSIBLE Agenda Page #100

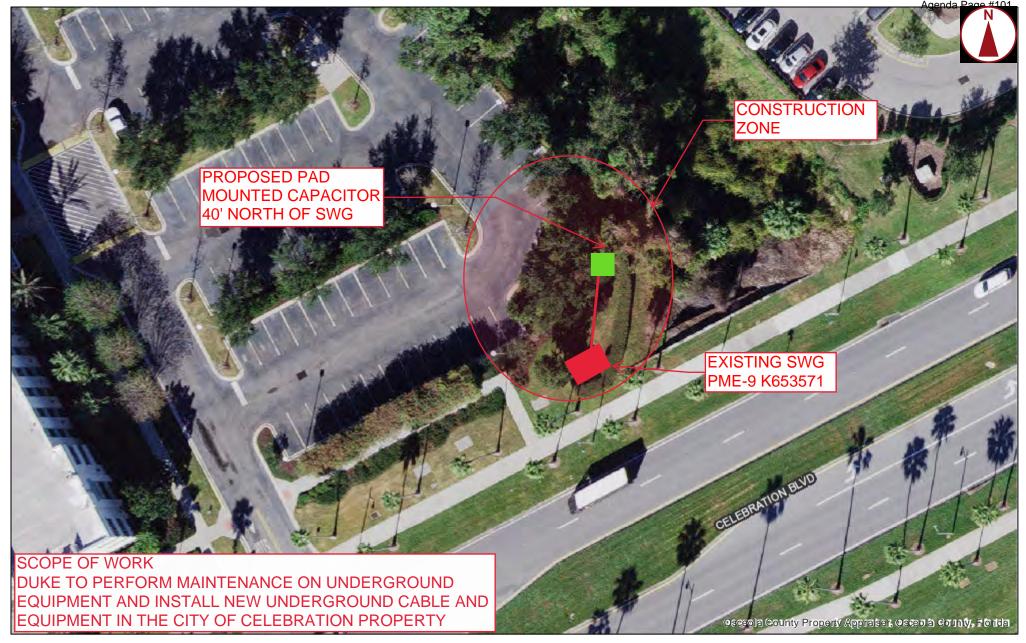
**DUKE** 

ENERGY Scale = 1"=60"

Sheet 3 OF 3

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day. S4 - 5' S11 - 10' RFS - 2 AL UG (A) **NEW TAG 8989468** I - 1/0 AL UG (ABC) I - 3 PHASE PRIMARY ENCLOSURE FIELD TAG 13444020550662 I - 4" PVC S9 - 15' TRENCH DEF 25.01-105 (4-WAY RECEPTACLES) E - 25 KVA UG (A) 120/240V I - 1/0 AL UG (ABC) TREE TRIMMING E - 2 AL 200A ELBOW (A) *I - 4" PVC* R - 2 AL 200A ELBOW (A) **TRENCH** P10 I - 1/0 AL 200A ELBOW (Á) **NEW TAG 8987311** TREE TRIMMING S10 - 25' ₿ I - 1200 KVAR CAP UG (ABC) B I - 1/0 AL UG (A) PAD MOUNTED CAPACITOR 1 - 2" PVC DEF 32.01-101 911 ADDRESS WAY 2 **TRENCH** TREE TRIMMING 1110 CELEBRATION BLVD, E - 1000 AL UG (ABC) **CELEBRATION, FL 34747** 1110 3B 4B FIELD TAG K2314 P10\_ GIS TAG 8012704 **DE PROJECT MANAGER** P11 COMM CABINET METER **NEW TAG 8012704** P9 **ANNA VISNIC** R - TRAYER-9 N.C. N.C. 407-415-7897 8012704 I - PME-9 600A SBD DEF 28.01-118 **DE ASSET DESIGN** 2ABC PME-9 1CBA WAY 1 TREE TRIMMING MIGDALIA CONCEPCION E - 1000 AL UG (ABC) NORTHWEST/FIELDSIDE 689-444-8598 TO: K2316 TO: K2172 600A SBD 600A SBD 🌂 P11 CHI BOATION ON THE CHILD ON THE P12 **SCOPE OF WORK** P11 GPS: 28.3239126, -81.5512567 -REPLACE SWITCHGEAR TRAYER-9 WITH PME-9 (P11) Work Order Number\_51231284 -INSTALL 1200 KVAR PAD MOUNTED CAPACITOR BANK (P10) Customer/Contact -INSTALL 3 PHASE PRIMARY ENCLOSURE (P9) WAY 3 Contact Phone -INSTALL 1/0 AL UG (ABC) CONDUCTOR FROM I - 1/0 AL UG (ABC) 501 CELEBRATION PLACE CAPACITOR (P11) TO ENCLOSURE (P9) **CELEBRATION** City -INSTALL 1/0 AL UG (A) CONDUCTOR FROM ENCLOSURE (P9) **OSCEOLA** County TO PMTX (P12) FL, 34747 State, Zip ANDREW SHOFNER Designer **CONSTRUCTION NOTES** WAY 4 407-243-3914 Designer Phone E - 1/0 AL UG (ABC) -ALL POINTS ACCESSIBLE -MOT REQUIRED: P9, P10, P11, P12 -BEAUTIFICATION/SITE RESTORE REQUIRED POST CONSTRUCTION K2701 Circuit ID -ALL POINTS LOCATED IN PRIVATE PROPERTY 12.47/7.2 KV Primary Voltage -TREE TRIMMING REQUIRED: P9, P10, P11, P12 Yes\_\_ No.X Permit Required -P11: REPLACE 80 AMP FUSE ON WAY 3 (ABC) -P11: REPLACE 80 AMP FUSE ON WAY 4 (A) WITH NEW 80 AMP FUSE (ABC) **CELEBRATION CDD OSCEOLA COUNTY** -HAND DIG TRENCH: S9, S10, S11 Permit Type/No. 3 -P9: INSTALL ENCLOSURE 10' NORTH OF PME-9 (8012704) -P10: INSTALL CAP 10' EAST OF ENCLOSURE. DOOR TO FACE FIELD NEAREST INTERSECTION IS CELEBRATION BLVD AND CAMPUS ST, WHICH IS 1500' NORTHEAST 02-08-2023

OF JOB SITE







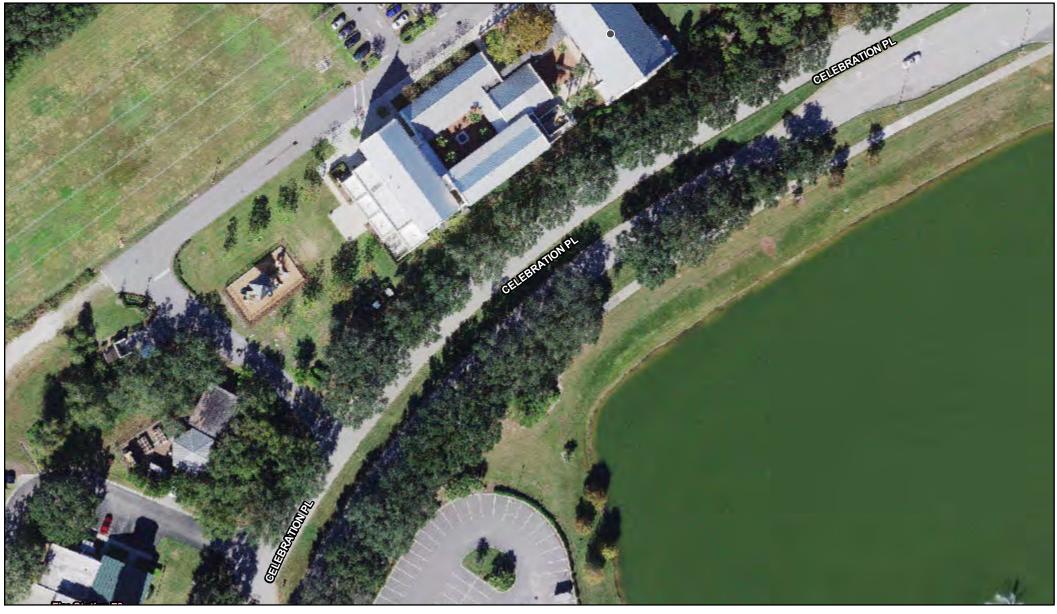
This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only It is not intended for conveyance, nor is it a survey.

Date Generated: 2/8/2024

0 20 40 ft



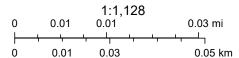




12/21/2023, 5:42:08 PM

PROPOSED PAD MOUNTED CAPACITOR 10 AORTHEAST OF RIMARY ENCLOSURE

EAST WUNDERGROUND WUNDERGROUND CABLE AND ELEBRATION PROPERTY



# 10 Blake Blvd

### ENTERPRISE CDD USE APPLICATION

Use Applications must be filed not more than one hundred eighty (180) days before and not fewer than thirty (30) days before the date and time at which proposed construction is intended to begin, provided, however, that for good cause shown, the Enterprise Community Development District ("District"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. District may, after due consideration for the date, time, place, and nature of the construction, the anticipated number of participants and the necessity for District services which will be required in connection therewith, elect to reject or approve this Application.

### PLEASE TYPE OR PRINT IN INK **Duke Energy** Name of Company: Phone: 407-827-1250 3250 Bonnet Creek Rd. Mailing Address: Lake Buena Vista, FL 32830 Contact Person (name and title): Migdalia Concepcion - Duke Energy Engineer III Mailing Address: 3250 Bonnet Creek Rd. Lake Buena Vista, FL 32830 Date of Construction: \_06/10/24 TIMES—Start: 7:30AM End: 4:30PM Nature of Construction (including the type(s) of activities which will occur): <u>Installation of new pad-mount recloser</u>. Equipment being installed will be 77" length by 46" height. Approximate weight of device is 1550lbs. This will improve reliability and decrease outages for customers. Area(s) to be used (attach sketch and/or legal description): Please see attached construction print and aerial map of work zone. Setup will begin at said area(s) at approximately (time) $_{\scriptscriptstyle -}^{\scriptstyle 7:00AM}$ and will be completed at (time) Equipment and apparatus proposed to be utilized in connection with the construction: 2 bucket trucks and pickup trucks. FEES: Approval of any use application may be contingent upon the payment of certain nonrefundable fees determined by District based on the area(s) to be used, any services required to be provided by District and other reasonable criteria established by District. Applicant shall pay such fees prior to the approval of any use application, unless waived by District. **Signed by Applicant:** Mígdalía Concepcion Witness: Migdalia Concepcion Print Name:\_\_\_ Print Name As: Project Engineer Witness: (Insert title if applicable) Print Name: (Insert name of organization if applicable)

NOTE: Applicant agrees to pay all costs incurred by the District associated with reviewing the applicant's application request.

Date: 02/07/2024

### ENTERPRISE CDD USE AGREEMENT

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- 1. <u>Right to Terminate</u>: District reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions or provisions of this USE AGREEMENT, or, if in the judgment of District, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
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- 3. <u>Compliance with Law</u>: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's Representatives use of the Area.
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  - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of Celebration, Florida by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
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  - a) Certificate of Insurance (form, type, limits and coverage approved by District) with respect to the Area and the Construction:
  - b) Security appropriate for the Construction and Area;
  - c) Bond or deposit to cover clean up/repair costs; and/or
  - d) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Construction.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS USE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, OR BY EMAIL AT CDDMAINTENANCE@INFRAMARK.COM, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FLORIDA, 34747, ATTN: ENTERPRISE CDD PUBLIC RECORDS CUSTODIAN.

	Migaava Concepcion  Signature		
Witness:			
Print Name:	Migdalia Concepcion		
	Print Name		
Witness:	As: Project Engineer		
Print Name:	(Insert title if applicable)		
	Of:		
	(Insert name of organization if applicable)		
	Date: 02/07/2024		
	Approved by: ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT		
Witness:			
Print Name:	By:		
Witness:	Name:		
Print Name:	Title:		
	Date:		

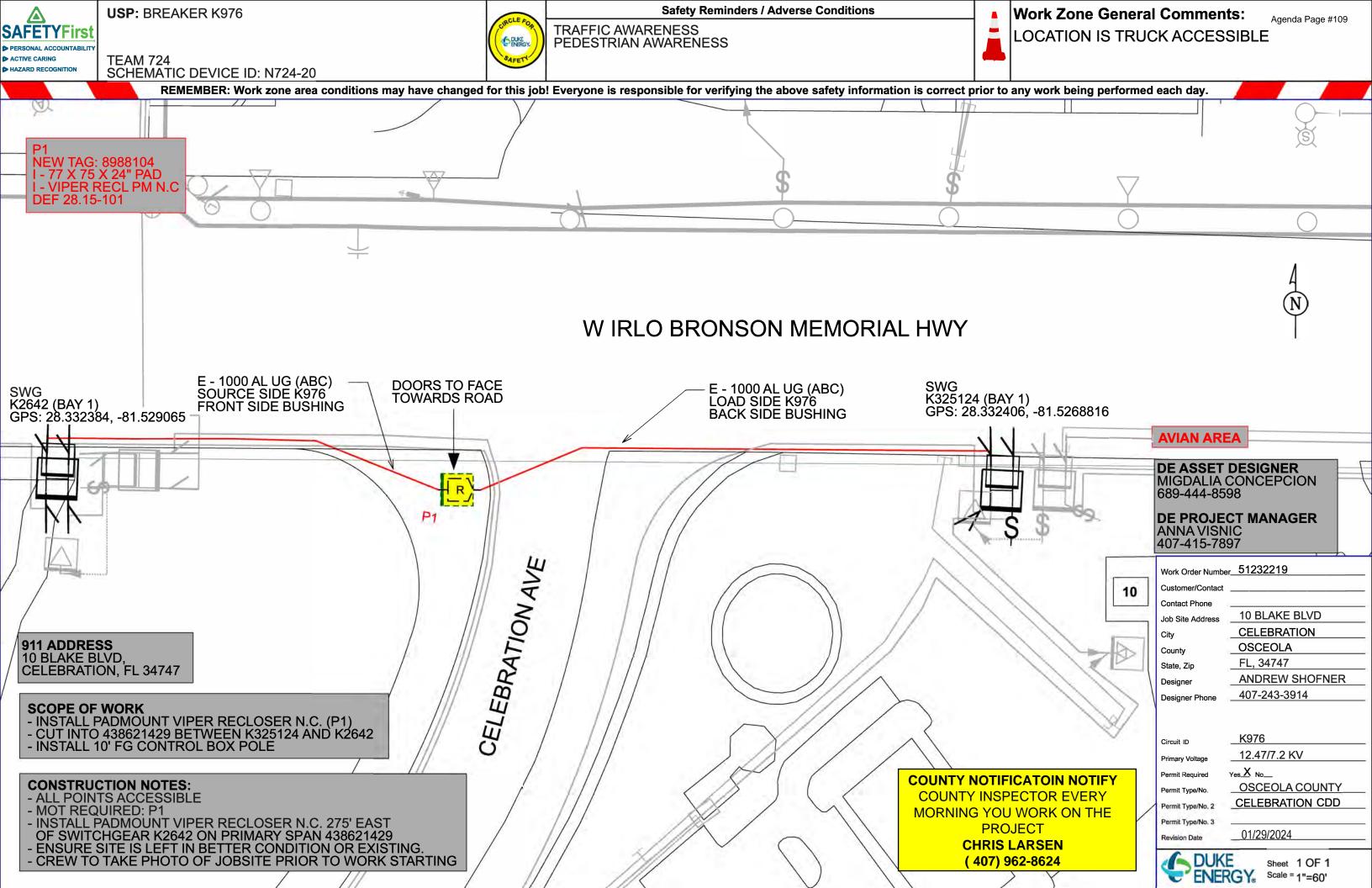
Signed by Applicant:

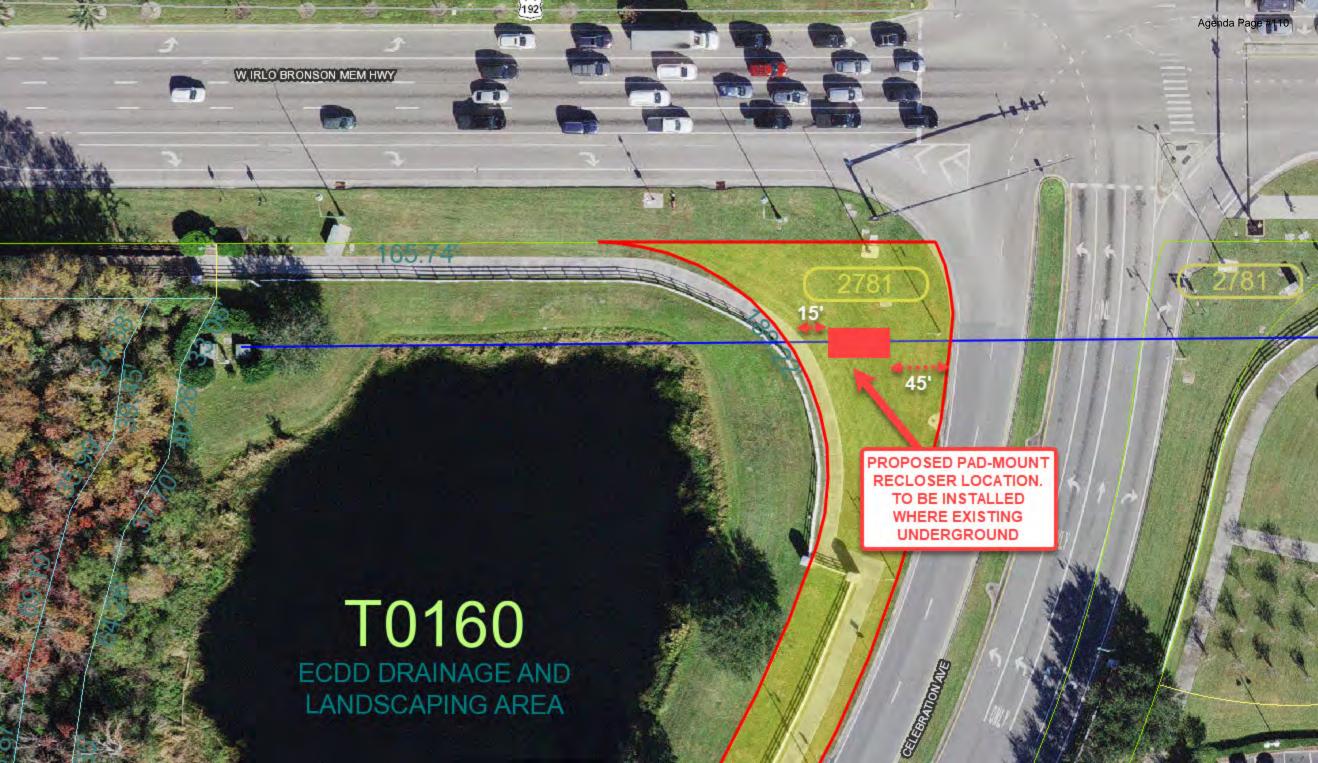
### ADDITIONAL RULES AND REGULATIONS

- 1. Applicant shall provide its own sanitary facilities as appropriate in accordance with applicable regulations or reasonable requirements of the District.
- 2. No pets shall be permitted within the Area.
- 3. No permanent structures are permitted to be constructed within the Area.
- 4. No digging activities are permitted within the Area.
- 5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable.
- 6. Applicant shall provide written confirmation to the District that coordination and notification has been made with all utility systems within the Area.
- 7. Applicant shall coordinate all activities with the District's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
- 8. Applicant will replace any damaged sidewalk or landscaping material in the District's right-of-way.

Applicant agrees	to abide by all	requirements a	nd stipulations as	noted above:
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Signatu	<sub>re:</sub> Migdalia Concepcion
Print Na	nme: Migdalia Concepcion
	Project Engineer
	02/07/2024





## **400 Celebration Place**

#### ENTERPRISE CDD USE APPLICATION

Use Applications must be filed not more than one hundred eighty (180) days before and not fewer than thirty (30) days before the date and time at which proposed construction is intended to begin, provided, however, that for good cause shown, the Enterprise Community Development District ("District"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. District may, after due consideration for the date, time, place, and nature of the construction, the anticipated number of participants and the necessity for District services which will be required in connection therewith, elect to reject or approve this Application.

#### PLEASE TYPE OR PRINT IN INK **Duke Energy** Name of Company: Phone: 407-827-1250 3250 Bonnet Creek Rd. Mailing Address: Lake Buena Vista, FL 32830 Contact Person (name and title): Migdalia Concepcion - Duke Energy Engineer III Mailing Address: 3250 Bonnet Creek Rd. Lake Buena Vista, FL 32830 Date of Construction: \_04/23/24 TIMES—Start: 7:30AM End: 4:30PM Nature of Construction (including the type(s) of activities which will occur): <u>Installation of new pad-mount recloser</u>. Equipment being installed will be 77" length by 46" height. Approximate weight of device is 1550lbs. This will improve reliability and decrease outages for customers. Area(s) to be used (attach sketch and/or legal description): Please see attached construction print and aerial map of work zone. Setup will begin at said area(s) at approximately (time) 7:00AM and will be completed at (time) 5:00PM Equipment and apparatus proposed to be utilized in connection with the construction: 2 bucket trucks and pickup trucks. FEES: Approval of any use application may be contingent upon the payment of certain nonrefundable fees determined by District based on the area(s) to be used, any services required to be provided by District and other reasonable criteria established by District. Applicant shall pay such fees prior to the approval of any use application, unless waived by District. **Signed by Applicant:** Migdalia Concepcion Witness: Migdalia Concepcion Print Name:\_\_\_ Print Name As: Project Engineer Witness: Print Name: (Insert name of organization if applicable)

NOTE: Applicant agrees to pay all costs incurred by the District associated with reviewing the applicant's application request.

Date: 02/07/2024

#### ENTERPRISE CDD USE AGREEMENT

Enterprise Community Development District, a Florida Community Development District ("District") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein.

- 1. <u>Right to Terminate</u>: District reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions or provisions of this USE AGREEMENT, or, if in the judgment of District, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
- 2. <u>Indemnification</u>: Applicant shall indemnify, defend and hold harmless District and the officers, directors, agents, employees and assigns of District from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions and/or provisions of this USE AGREEMENT.
- 3. <u>Compliance with Law</u>: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's Representatives use of the Area.
- 4. <u>Damage to Property</u>: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. District shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property.
- 5. "As Is" Condition: Applicant accepts the use of the Area in its "as is condition." District shall have no obligation to make any changes thereto. District shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
- 6. Rules and Regulations: Applicant and Applicant's Representatives shall comply with the following Rules and Regulations:
  - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of Celebration, Florida by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
  - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
  - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
  - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
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  - c) Bond or deposit to cover clean up/repair costs; and/or
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#### Mígdalía Concepcion Witness:\_\_\_ Migdalia Concepcion Print Name: As: Project Engineer Witness:\_\_\_ (Insert title if applicable) Print Name: (Insert name of organization if applicable) Date: 02/07/2024 ENTERPRISE COMMUNITY DEVELOPMENT Approved by: DISTRICT Print Name: By:\_\_\_\_ Witness: Print Name: Title: Date:

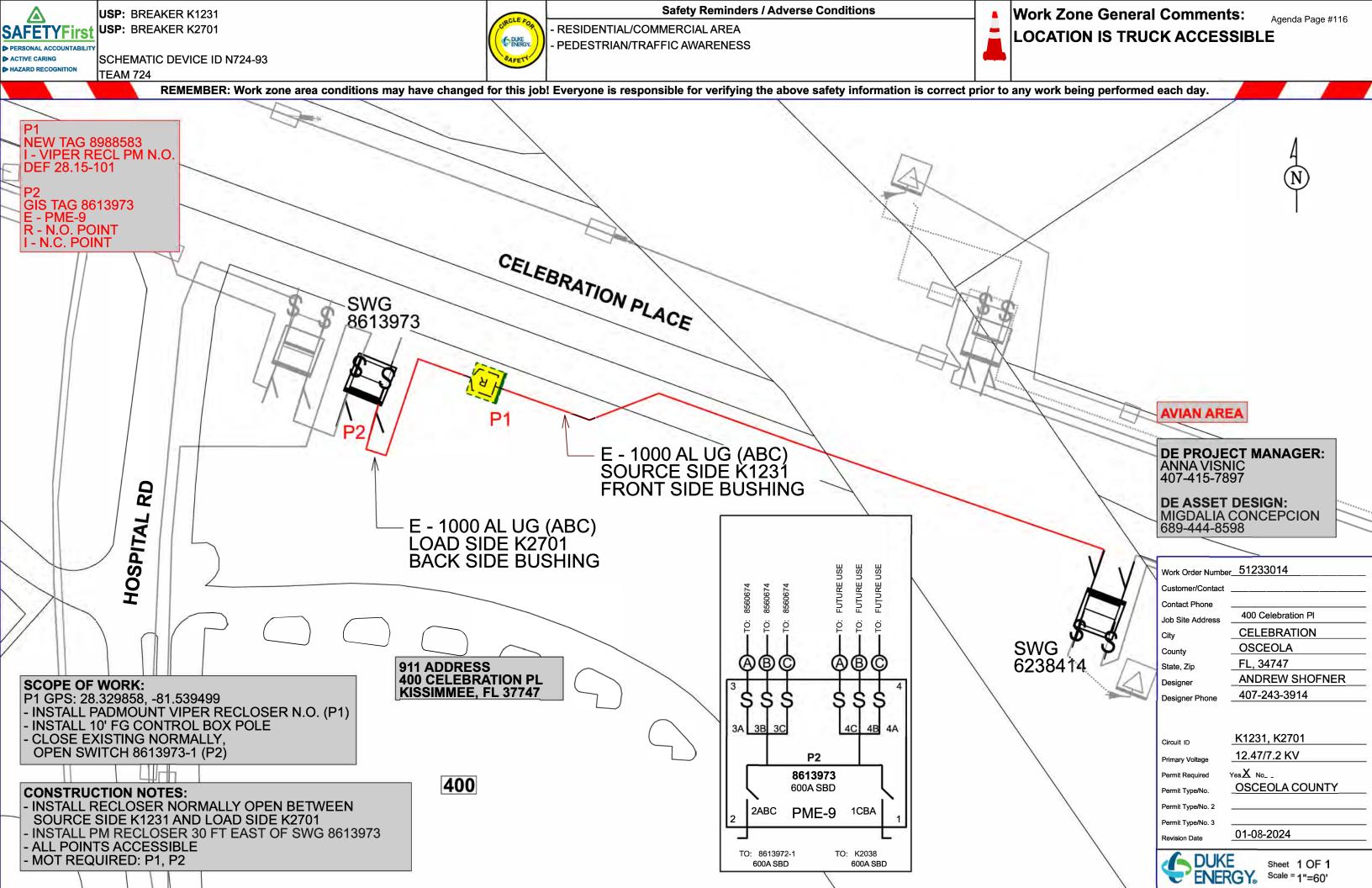
Signed by Applicant:

#### ADDITIONAL RULES AND REGULATIONS

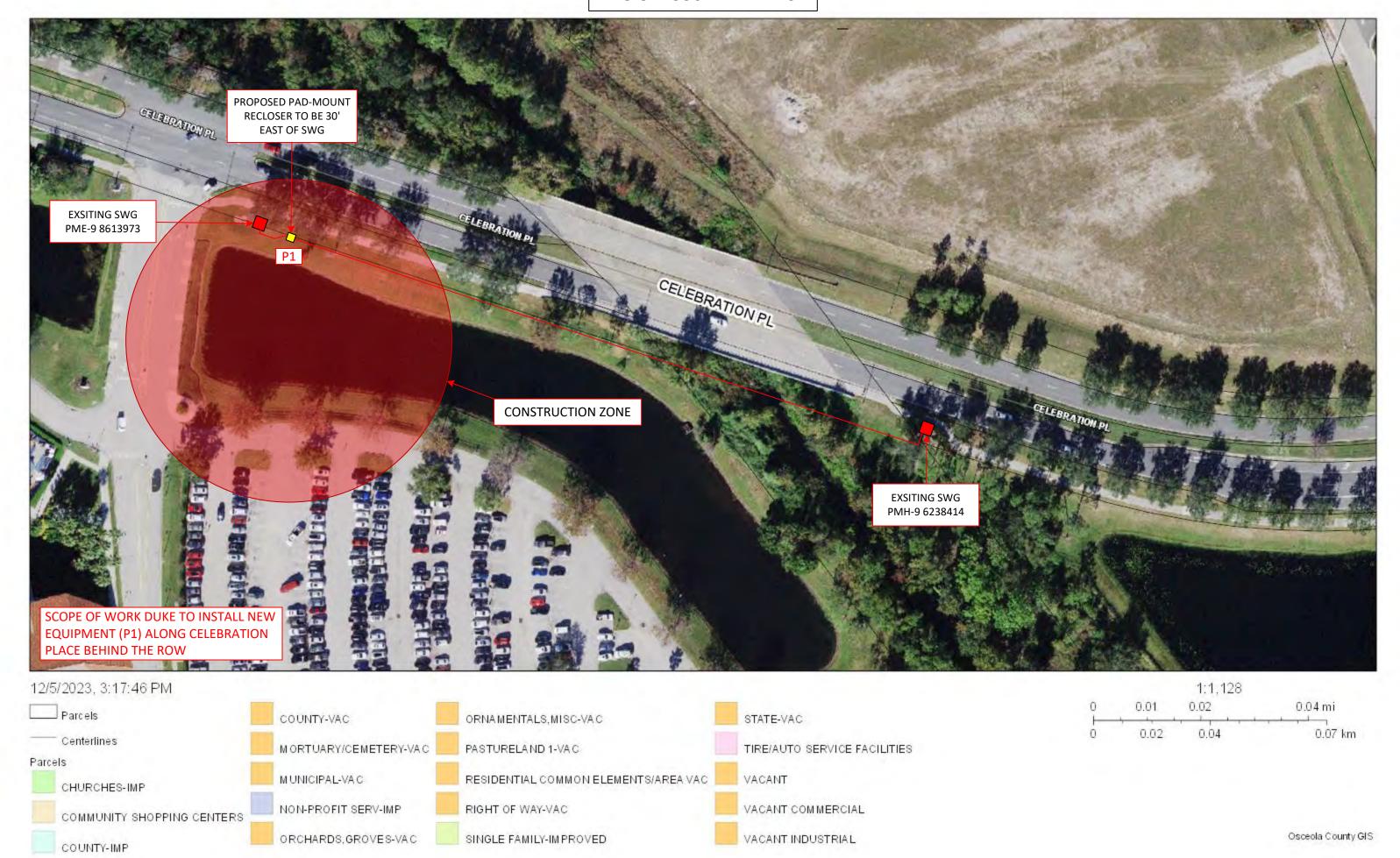
- 1. Applicant shall provide its own sanitary facilities as appropriate in accordance with applicable regulations or reasonable requirements of the District.
- 2. No pets shall be permitted within the Area.
- 3. No permanent structures are permitted to be constructed within the Area.
- 4. No digging activities are permitted within the Area.
- 5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable.
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- 8. Applicant will replace any damaged sidewalk or landscaping material in the District's right-of-way.

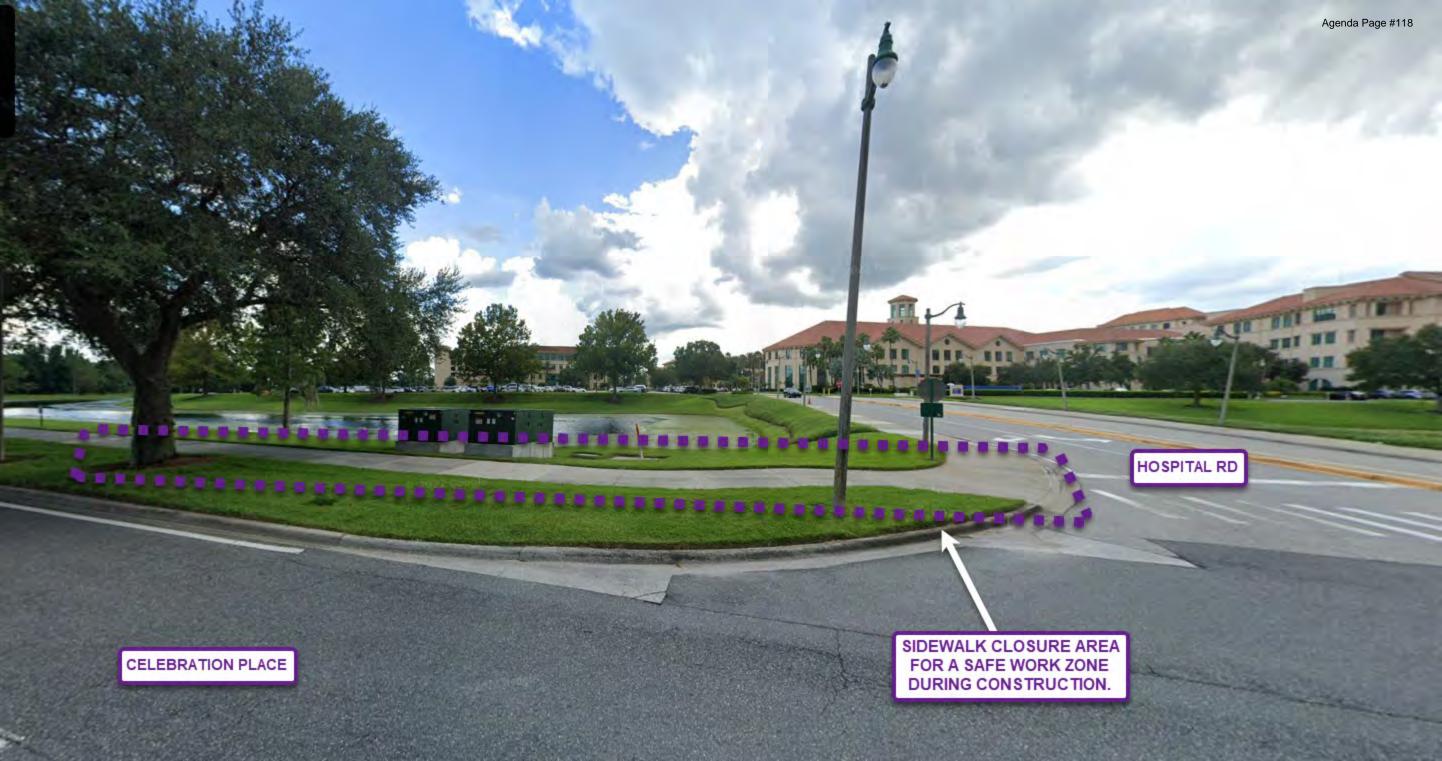
Applicant agrees	to abide by all	requirements a	and stipulations as	noted above:
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Signati	<sub>ure:</sub> Migdalia Concepcion
Print N	<sub>lame:</sub> Migdalia Concepcion
	Project Engineer
_	02/07/2024



#### WO 51233014 PM RECL





## **575 Celebration Place**

#### ENTERPRISE CDD USE APPLICATION

Use Applications must be filed not more than one hundred eighty (180) days before and not fewer than thirty (30) days before the date and time at which proposed construction is intended to begin, provided, however, that for good cause shown, the Enterprise Community Development District ("District"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. District may, after due consideration for the date, time, place, and nature of the construction, the anticipated number of participants and the necessity for District services which will be required in connection therewith, elect to reject or approve this Application.

#### PLEASE TYPE OR PRINT IN INK **Duke Energy** Name of Company: Phone: 407-827-1250 3250 Bonnet Creek Rd. Mailing Address: Lake Buena Vista, FL 32830 Contact Person (name and title): Migdalia Concepcion - Duke Energy Engineer III Mailing Address: 3250 Bonnet Creek Rd. Lake Buena Vista, FL 32830 Date of Construction: 07/29/24 TIMES—Start: 7:30AM End: 4:30PM Nature of Construction (including the type(s) of activities which will occur): Installation of new motor operated switch on the side of existing switchgear. Existing switchgear to be replaced, footprint to be the same. Net new flush mount pedestal to be installed 5ft. from switchgear with underground cable running from pedestal to existing pad-mount transformer. This will improve reliability and decrease outages for customers. Area(s) to be used (attach sketch and/or legal description): Please see attached construction print and aerial map of work zone. Setup will begin at said area(s) at approximately (time) 7:00AM and will be completed at (time) 5:00PM Equipment and apparatus proposed to be utilized in connection with the construction: 3 bucket trucks and pickup trucks. FEES: Approval of any use application may be contingent upon the payment of certain nonrefundable fees determined by District based on the area(s) to be used, any services required to be provided by District and other reasonable criteria established by District. Applicant shall pay such fees prior to the approval of any use application, unless waived by District. **Signed by Applicant:** Migdalia Concepcion Witness: Migdalia Concepcion Print Name:\_\_\_ Print Name As: Project Engineer Witness: Print Name:

NOTE: Applicant agrees to pay all costs incurred by the District associated with reviewing the applicant's application request.

Date: 02/15/2024

(Insert name of organization if applicable)

#### ENTERPRISE CDD USE AGREEMENT

Enterprise Community Development District, a Florida Community Development District ("District") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein.

- 1. <u>Right to Terminate</u>: District reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions or provisions of this USE AGREEMENT, or, if in the judgment of District, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
- 2. <u>Indemnification</u>: Applicant shall indemnify, defend and hold harmless District and the officers, directors, agents, employees and assigns of District from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions and/or provisions of this USE AGREEMENT.
- 3. <u>Compliance with Law</u>: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's Applicant's Representatives use of the Area.
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	Migdalia Concepcion	
Witness:	Signature	
Print Name:	Migdalia Concepcion	
	Print Name	
Witness:	As:Project Engineer	
Print Name:		
	Of:	
	(Insert name of organization if applicable)	
	Date: 02/15/2024	
	Approved by: ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT	
Witness:		
Print Name:	By:	
Witness:	Name:	
Print Name:	Title:	
	Date:	

Signed by Applicant:

#### ADDITIONAL RULES AND REGULATIONS

- 1. Applicant shall provide its own sanitary facilities as appropriate in accordance with applicable regulations or reasonable requirements of the District.
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Applicant agrees	to abide by all	requirements a	and stipulations as	noted above:
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Signat	<sub>ure:</sub> <u>Migdalia Concepcion</u>
Print N	<sub>Jame:</sub> Migdalia Concepcion
	Project Engineer
_	02/15/2024

USP: BEAKER K2701

SCHEMATIC DEVICE ID: N724-41 **TEAM 724** 

/ | | |

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PEDESTRIAN AWARENESS CUSTOMER/OUTAGE NOTIFICATION REQUIRED TRAFFIC AWARENESS



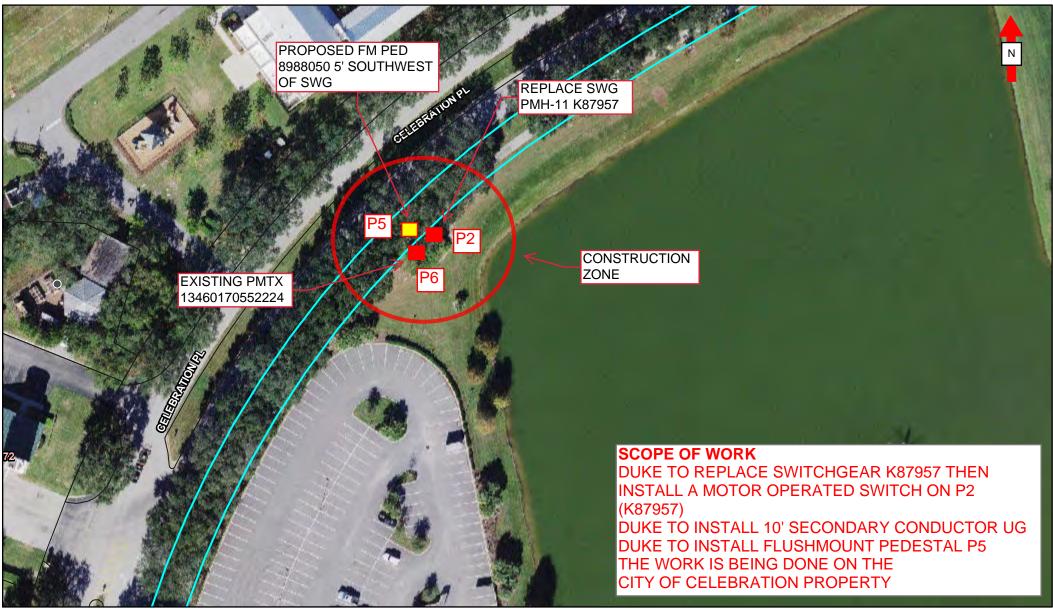
LOCATION IS TRUCK ACCESSIBLE Agenda Page #124

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

DUKE ENERGY.

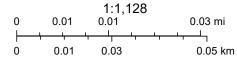
K8012707-2 ABC **COUNTY NOTIFICATION** S3 - 5' TO: 6664992-1 P2 NO FIELD TAG **NOTIFY COUNTY INSPECTOR EVERY** I - 10-2-SN-UG (N)MORNING YOU WORK ON THE PROJECT I - 1 1/2" PVC TRENCH **GIS TAG K87957** NEW TAG 8988049 CHRIS LARSEN (407) 962-8624 **R - PMH-11** S4 - 5' I - PME-11 I - 6-2-SN UG I - MOS CABINET ₿ **(** I - 1 1/2" PVC DEF 28-01-122 & 28.02-136 TRENCH 3 BAY 2 NEW TAG 8988050 E - 1000 AL UG (ABC) I - 12X20 FM PED N.C. CELEBRATION PL 4CBA DEF 25.06-116 3B 3A **AVIAN AREA** NO FIELD TAG BAY 1 GIS TAG 13460170552224 N.C. E - 1000 AL UG (ABC) N.C. K87957 E - 25 KVA UG (A) 120/240V 600A SBD **DE PROJECT MANAGER CRAIG AVERY** 2ABC 1CBA **PME-11** 515-777-0261 **DE ASSET DESIGN** N.O. POINT LOCATIONS TO: 8593025-2 (ABC) TO: K2148 (ABC) MIGDALIA CONCEPCION 575 600A SBD 600A SBD GPS: 28.327245, -81.540741 P2 689-444-8598 PMTX: 6664992 911 ADDRESS 575 CELEBRATION PLACE, Work Order Number\_ <u>512</u>33513 BAY 3 KISSIMMEE, FL 34747 Customer/Contact E - 2AL UG (ABC) Contact Phone 575 Celebration Pl **SCOPE OF WORK KISSIMMEE** City BAY 4 P2 GPS: 28.3283619, -81.5462300 -REPLACE SWITCHGEAR PMH-11 WITH NEW PME-11 (P2) **OSCEOLA** E - 1000 AL UG (ABC) County FL. 34747 State, Zip **OUTAGE REQUIRED AT THE** -INSTALL MOTOR OPERATED SWITCH ON SWG (K87957) **ANDREW SHOFNER** Designer 407-243-3914 BAY 2 N.C. (P2) **FOLLOWING XFMRS:** 1 1/2 IN CONDUIT TO BE CUT AND Designer Phone -INSTALL FLUSHMOUNT PEDESTAL (P5) CAPPED AT THE SWITCHGEAR PMTX: 13460170552224 (P6) K2701 Circuit ID 101 12.47/7.2 KV Prlmary Voltage **CONSTRUCTION NOTES** YesX No\_\_ NEAREST INTERSECTION IS CELEBRATION PLACE Permit Required -ALL POINTS ARE ACCESSIBLE **OSCEOLA COUNTY** AND HOSPITAL RD, WHICH IS 630' NORTHEAST Permit Type/No -MOT REQUIRED: P2,P5,P6 **CELEBRATION CDD** OF WORK LOCATION -HAND DIG TRENCH: S1,S2 Permit Type/No. 3 -PAD MOUNTED SWITCHGEAR LOCATED IN PRIVATE PROPERTY -CLOSE SIDEWALK -SPAN LENGTHS ARE APPROXIMATE

12-21-2023 **DUKE** Sheet 1 OF 1 ENERGY Scale = 1"=60"



11/29/2023, 10:29:27 AM

Parcels



## **428 Hospital Road**

#### ENTERPRISE CDD USE APPLICATION

Use Applications must be filed not more than one hundred eighty (180) days before and not fewer than thirty (30) days before the date and time at which proposed construction is intended to begin, provided, however, that for good cause shown, the Enterprise Community Development District ("District"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. District may, after due consideration for the date, time, place, and nature of the construction, the anticipated number of participants and the necessity for District services which will be required in connection therewith, elect to reject or approve this Application.

#### PLEASE TYPE OR PRINT IN INK **Duke Energy** Name of Company: Phone: 407-827-1250 3250 Bonnet Creek Rd. Mailing Address: Lake Buena Vista, FL 32830 Contact Person (name and title): Migdalia Concepcion - Duke Energy Engineer III Mailing Address: 3250 Bonnet Creek Rd. Lake Buena Vista, FL 32830 Date of Construction: 08/12/24 TIMES—Start: 7:30AM End: 4:30PM Nature of Construction (including the type(s) of activities which will occur): <u>Installation of new pad-mount transformer to power</u> new motor-operated switch being installed on existing switchgear. Proposed primary enclosure to be installed to run primary cable to new transformer from existing pullbox location. Area(s) to be used (attach sketch and/or legal description): Please see attached construction print and aerial map of work zone. Setup will begin at said area(s) at approximately (time) $\underline{\phantom{a}}$ \_\_\_\_ and will be completed at (time) Equipment and apparatus proposed to be utilized in connection with the construction: 4 bucket trucks and pickup trucks. FEES: Approval of any use application may be contingent upon the payment of certain nonrefundable fees determined by District based on the area(s) to be used, any services required to be provided by District and other reasonable criteria established by District. Applicant shall pay such fees prior to the approval of any use application, unless waived by District. **Signed by Applicant:** Migdalia Concepcion Witness: Migdalia Concepcion Print Name:\_\_\_ Print Name As: Project Engineer Witness: Print Name: (Insert name of organization if applicable)

NOTE: Applicant agrees to pay all costs incurred by the District associated with reviewing the applicant's application request.

Date: 02/15/2024

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	Migdalía Concepcion
Witness:	Signature Signature
Print Name:	Migdalia Concepcion
	Print Name
Witness:	As: Project Engineer
Print Name:	
	Of:
	Of:(Insert name of organization if applicable)
	Date: 02/15/2024
	Approved by: ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT
Witness:	
Print Name:	By:
Witness:	Name:
Print Name:	Title:
	Date

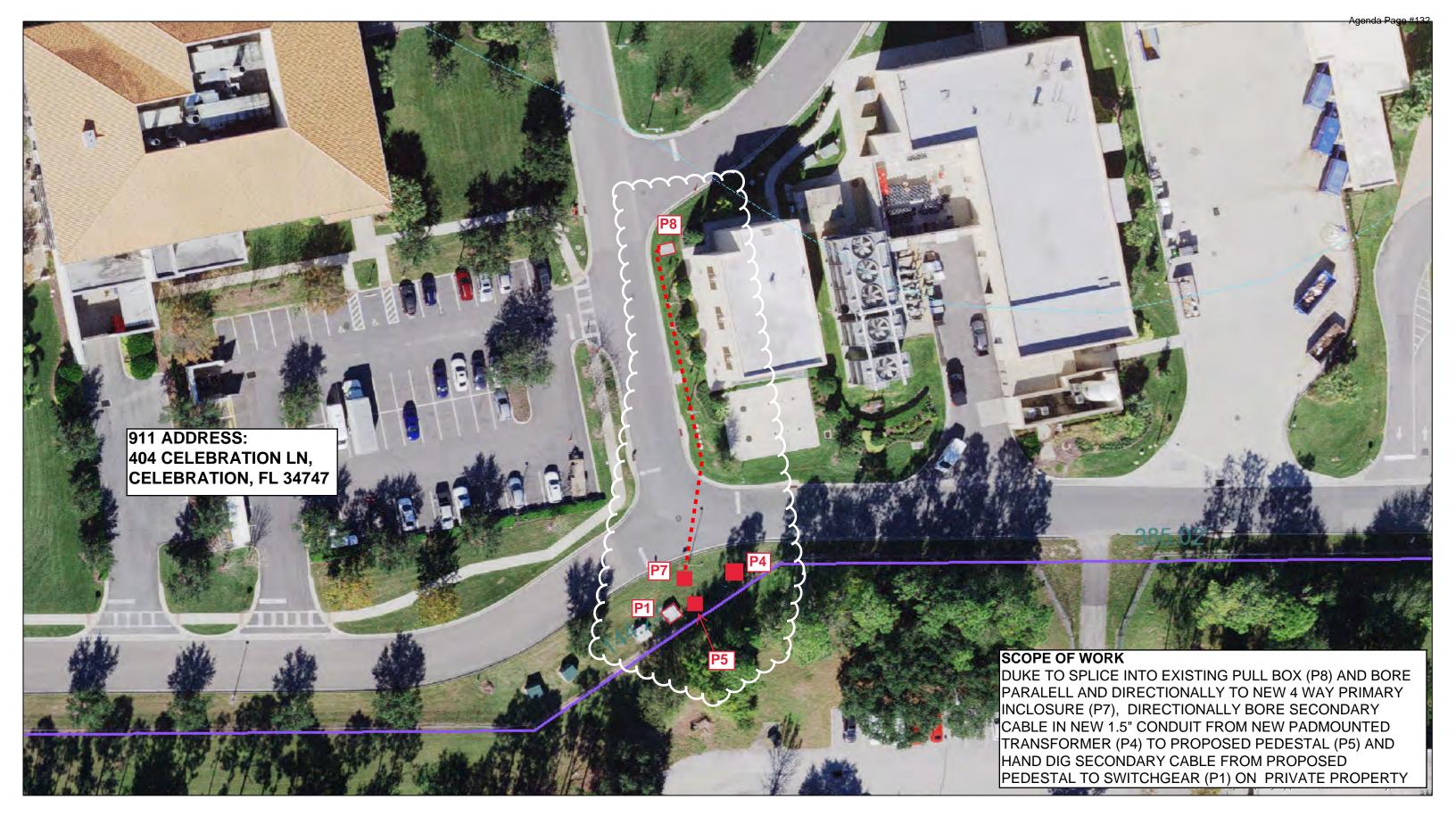
Signed by Applicant:

#### ADDITIONAL RULES AND REGULATIONS

- 1. Applicant shall provide its own sanitary facilities as appropriate in accordance with applicable regulations or reasonable requirements of the District.
- 2. No pets shall be permitted within the Area.
- 3. No permanent structures are permitted to be constructed within the Area.
- 4. No digging activities are permitted within the Area.
- 5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable.
- 6. Applicant shall provide written confirmation to the District that coordination and notification has been made with all utility systems within the Area.
- 7. Applicant shall coordinate all activities with the District's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
- 8. Applicant will replace any damaged sidewalk or landscaping material in the District's right-of-way.

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

Signatu	<sub>re:</sub> <u>Mígðalía Concepcion</u>
Print Na	ame: Migdalia Concepcion
	Project Engineer
Date: (	02/15/2024





Date Generated: 12/27/2023

0 20 40 ft

## **1551 Future Way**

#### ENTERPRISE CDD USE APPLICATION

Use Applications must be filed not more than one hundred eighty (180) days before and not fewer than thirty (30) days before the date and time at which proposed construction is intended to begin, provided, however, that for good cause shown, the Enterprise Community Development District ("District"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. District may, after due consideration for the date, time, place, and nature of the construction, the anticipated number of participants and the necessity for District services which will be required in connection therewith, elect to reject or approve this Application.

#### PLEASE TYPE OR PRINT IN INK **Duke Energy** Name of Company: 3250 Bonnet Creek Rd. Mailing Address: Lake Buena Vista, FL 32830 Contact Person (name and title): Migdalia Concepcion - Duke Energy Engineer III Mailing Address: 3250 Bonnet Creek Rd. Lake Buena Vista, FL 32830 Date of Construction: 04/29/24 TIMES—Start: 7:30AM End: 4:30PM Nature of Construction (including the type(s) of activities which will occur): <u>Installation of new pad-mount recloser</u>. Equipment being installed will be 77" length by 46" height. Approximate weight of device is 1550lbs. This will improve reliability and decrease outages for customers. Removal of existing pullbox and re-bore of primary from new recloser to existing switchgear. Area(s) to be used (attach sketch and/or legal description): Please see attached construction print and aerial map of work zone. Setup will begin at said area(s) at approximately (time) $\stackrel{7:00AM}{\_}$ and will be completed at (time) Equipment and apparatus proposed to be utilized in connection with the construction: 2 bucket trucks and pickup trucks. FEES: Approval of any use application may be contingent upon the payment of certain nonrefundable fees determined by District based on the area(s) to be used, any services required to be provided by District and other reasonable criteria established by District. Applicant shall pay such fees prior to the approval of any use application, unless waived by District. **Signed by Applicant:** Migdalia Concepcion Witness: Migdalia Concepcion Print Name: Print Name As: Project Engineer Witness: Print Name: (Insert name of organization if applicable)

NOTE: Applicant agrees to pay all costs incurred by the District associated with reviewing the applicant's application request.

Date: 02/12/2024

#### ENTERPRISE CDD USE AGREEMENT

Enterprise Community Development District, a Florida Community Development District ("District") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein.

- 1. <u>Right to Terminate</u>: District reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions or provisions of this USE AGREEMENT, or, if in the judgment of District, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
- 2. <u>Indemnification</u>: Applicant shall indemnify, defend and hold harmless District and the officers, directors, agents, employees and assigns of District from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions and/or provisions of this USE AGREEMENT.
- 3. <u>Compliance with Law</u>: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's Representatives use of the Area.
- 4. <u>Damage to Property</u>: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. District shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property.
- 5. "As Is" Condition: Applicant accepts the use of the Area in its "as is condition." District shall have no obligation to make any changes thereto. District shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
- 6. Rules and Regulations: Applicant and Applicant's Representatives shall comply with the following Rules and Regulations:
  - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of Celebration, Florida by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
  - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
  - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
  - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
- 7. Right to Use Only: This USE AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
- 8. Other Conditions. Depending upon the nature of the Construction and the Area, District reserves the right to require, as a condition of using the Area:
  - a) Certificate of Insurance (form, type, limits and coverage approved by District) with respect to the Area and the Construction:
  - b) Security appropriate for the Construction and Area;
  - c) Bond or deposit to cover clean up/repair costs; and/or
  - d) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Construction.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS USE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 753-5841, OR BY EMAIL AT CDDMAINTENANCE@INFRAMARK.COM, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FLORIDA, 34747, ATTN: ENTERPRISE CDD PUBLIC RECORDS CUSTODIAN.

	Migdalia Concepcion	
Witness:	Signature	
Print Name:	Migdalia Concepcion	
	Print Name	
Witness:	As: Project Engineer	
Print Name:		
	Of:	
	(Insert name of organization if applicable)	
	Date: 02/12/2024	
	Approved by: ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT	
Witness:		
Print Name:	By:	
Witness:	Name:	
Print Name:	Title:	
	Date:	

Signed by Applicant:

#### ADDITIONAL RULES AND REGULATIONS

- 1. Applicant shall provide its own sanitary facilities as appropriate in accordance with applicable regulations or reasonable requirements of the District.
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Applicant agrees	to abide by all	requirements a	and stipulations as	noted above:
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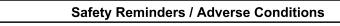
Signat	<sub>ure:</sub> <u>Migdalia Concepcion</u>
Print N	<sub>Jame:</sub> Migdalia Concepcion
	Project Engineer
	02/12/2024

**SAFETYFirst** PERSONAL ACCOUNTABILIT ACTIVE CARING > HAZARD RECOGNITION

USP: BREAKER K2704

ALL POINTS ACCESSIBLE - MOT REQUIRED: P1-P3

SCHEMATIC DEVICE ID N724-60 TEAM 724



- **RESIDENTIAL AREA** DUKE ENERGY PEDESTRIAN AWARENESS



**Work Zone General Comments:** Agenda Page #138 LOCATION IS TRUCK ACCESSIBLE

Revision Date

Sheet 1 OF 1

ENERGY Scale = 1"=60"

TRAFFIC AWARENESS REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day. **NEW TAG 8985355** 911 ADDRESS I - VIPER RECL PM N.C. 1551 **1551 FUTURE WAY** I - 77 X 75 X 24" PAD (N)KISSIMMEE, FL 37747 DEF 28.15-101 GIS TAG 8763417 R - 6.5' X 4' X 5' PULLBOX FIELD TAG 8763423 Ɓ E-PME-9 SWG - 8530879 S1 - 15' LAT: 28.302726, RFS - 1000 AL UG (ABC) LONG: -81.565036 WORLD DRIVE **P**3 RFS - 1000 AL UG (ABC) 8763423 S3 - 45' **AVIAN AREA** I - 1000 AL UG (ABC) I - 6" PVC BORE GUARD 600A SBD **TRENCHLESS** 2ABC PME-9 1CBA **DE PROJECT MANAGER: ANNA VISNIC** 407-415-7897 TO: 8763424-1 TO: 8530879-2 **DE ASSET DESIGN:** MIGDALIA CONCEPCION **600A SBD 600A SBD** 689-444-8598 1251 Work Order Number <u>5123</u>5138 Customer/Contact E- 1000 AL UG (ABC) SOURCE SIDE K2704 FRONT SIDE BUSHING Contact Phone 1551 FUTURE WAY Job Site Address KISSIMMEE City **OSCEOLA** County FL. 37747 State, Zip SCOPE OF WORK: ANDREW SHOFNER Designer P1 GPS: 28.301494, -81.566361 LOAD SIDE K2704 BACK SIDE BUSHING 407-243-3914 - INSTALL PADMOUNT VIPER RECLOSER N.C. (P1) Designer Phone - REMOVE PULLBOX 8763417 - ABANDON APPROX 40' OF 1000 AL UG (ABC) PRIMARY K2704 BORE APPROX 45' OF 1000 AL UG (ABC) PRÍMARY Circuit ID 12.47/7.2 KV Primary Voltage Yes\_\_\_NoX Permit Required **CONSTRUCTION NOTES:** CELEBRATION BLVD **CELEBRATION CDD** - INSTALL RECLOSER NORMALLY CLOSED Permit Type/No. OSCEOLA COUNTY RECLOSER TO BE INSTALLED 5FT SOUTHWEST Permit Type/No. 2 OF FENCE ROCK POST. LOCATION TO BE STAKED Permit Type/No. 3 PRIOR CONSTRUCTION. 2-8-2024





Date Generated: 2/8/2024

20 40 ft

# Section 6 Staff Reports

### **Subsection 6B**

## Field Operations: Regular Report

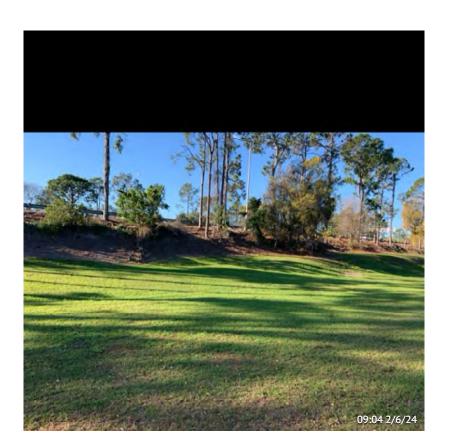
## PROJECT 2/6/24, 9:03 AM

Tuesday, February 6, 2024

**Prepared For Enterprise CDD** 

22 Items Identified





Item 1
Assigned To United
417 looks good



Item 2
Assigned To Sitex
9 story pond



Item 3
Assigned To United
Sod looks good for winter time



Item 4
Assigned To United
417 on ramp south bound



Item 5

Assigned To United

Have some debris to pick up main toll plaza

Will schedule with services equipment this month February, 2024

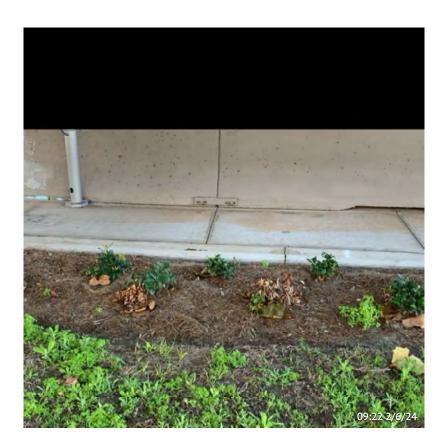


Item 6

Assigned To United

1 dead Hawthorn left side toll plaza

Will be replaced this month February, 2024



Item 7
Assigned To United

2 hawthorns dead at toll plaza right side

Will be replaced this month February, 2024



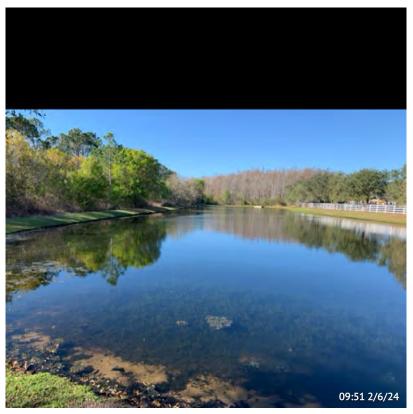
Item 8
Assigned To United
Check irrigation looks dry

Will be ispected and report back findings / increased runtimes.



Item 9
Assigned To United
2 bad looking hawthorns

Estimate to be provided



Item 10
Assigned To Sitex
Pep boys pond



Item 11
Assigned To Weather
Still has away to go



Item 12
Assigned To United
192 ditch line looks good



Item 13
Assigned To United
Valve box lid needs replaced 192 @
Publix sign

Will be replaced week of 2/12/24



Item 14
Assigned To United
192 area



Item 15
Assigned To United
Irrigation leak celebration Ave front
of Publix

Will be inspected and repaired week of 2/12/24



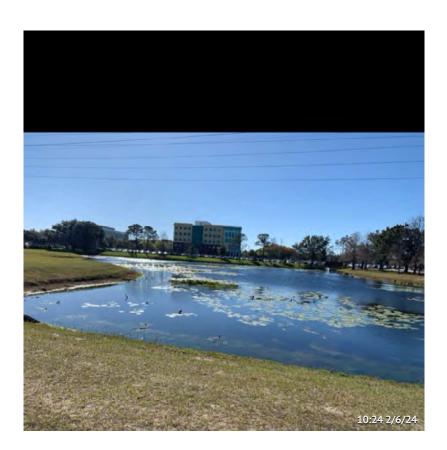
Item 16
Assigned To Sitex/ United
Walgreens pond



Item 17
Assigned To United
192 by Walgreens



Item 18
Assigned To Sitex/ United
192 @ celebration Ave



Item 19
Assigned To Sitex
Clump of grass in pond



Item 20
Assigned To?
Would like to remove hedges to
match Walgreens pond across street

Estimate to be provided



Item 21
Assigned To ?
Would like to remove hedges

Estimate to be provided



Item 22
Assigned To Enterprise CDD
Guardrail needs painted both sides

# **Subsection 6C**

# **Utility Operations: Regular Report**



# Enterprise Community Development District

October 2023, Management, Operations & Maintenance Report



Angel Montagna

District Manager

**Enterprise Community Development District** 

313 Campus Street

Celebration, FL 34747

Dear Ms. Montagna:

Inframark is pleased to provide you with the Monthly Operations Report for October 2023. This report contains information that will provide you with a comprehensive view of our daily operational efforts.

To ensure we are providing information that is valuable to you, please let me know if I should add or retract any pertinent information. We appreciate the opportunity to serve the customers of Enterprise CDD. Please do not hesitate to contact me with any concerns or questions you may have.

Highest Regards,

**Edward Smith | Project Manager** 



313 Campus St, Celebration FL, 34747

(M) (863) 222-1981 | <u>www.inframark.com</u>

#### Summary

I am proud to report that we have had zero compliance issues to report to FDEP.

#### **Items Requiring Approval**

Request	Impact	Est. Cost
Items for review have been submitted separately.	N/A	N/A

# **Noteworthy Events**

- Painting on Main Station has been completed.
- Sewer laterals in Island Village are being cleaned and back billed to Mattamy due to sand clogging lines. Main lines will also need to be cleaned once all the laterals are done that will also be back billed to Mattamy. This will continue street by street until completed.
- Booster pump should be done by end of December.
  - Lift station cleaning program was completed for October and next event scheduled for November 2023.
  - During the month of October we concentrated on:
    - o Meter changeout program.
    - o Changing out residential meters that have failed.
    - o Exercising valves. Inspecting manholes.
    - o Utility workers are still installing meters at Celebration Island Village.

### Operations, Maintenance and Repair

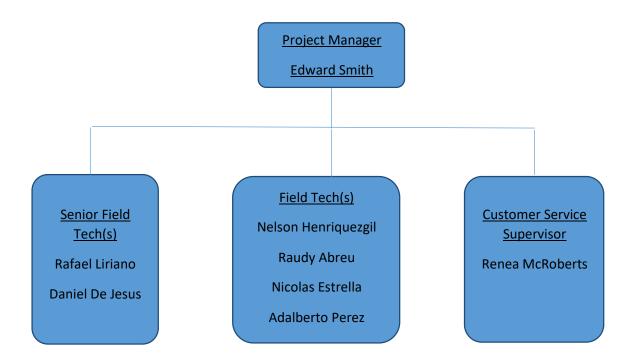
- Compliance
  - The Large User contract requirement of obtaining two Chlorine Disinfectant Residual samples was performed for this month without exception.
  - The Monthly Operational Report (MOR) has been submitted to FDEP.
  - o The Q4 Disinfectant Residual report has been submitted to FDEP.
  - The "Risk & Resilience Vulnerability Assessment" (required by EPA) has been completed in partnership with FRWA.
  - The BAC-T testing that is performed twice per month by Benchmark Labs showed to be in compliance, and all results were sent to FDEP.

Performance Metrics	Current Month October 2023	Prior Month September 2023	2023 Year to Date
Wastewater (MG)	38.32	37.81	370.77
Reclaimed water purchased (MG)	74.67	63.02	749.80
Potable water purchased (MG)	44.86	45.88	449.71
Potable consumption billed (MG)	32.384	44.199	376.975
Unaccounted for water			
Meters Read	5451	5446	48777
Meter re-reads	104	119	957
Bills produced, mailed	2976	2961	29562
Revenue collected	\$893,246.80	\$737,250.75	\$7,145,352.30
Adjustments	\$2168.67	\$-14,596.35	\$38,035.75
Number of line breaks		2	2
Hydrants flushed	Services Perfor	med by Fire Departmer	nt
Odor complaints		0	0
Manholes inspected	42	30	542
Valves exercised	38	30	388
Customer service phone calls	219	204	2542
Brand new service connections	5	8	41
Service/Work orders closed	118	92	742
Sunshine locates performed	91	85	1028
(Started in July 2022) Meters replaced	75	75	1200

#### Health & Safety

- Zero LTIs and OSHA recordable for the month.
- All Inframark employees are up to date on their required training.
- The monthly safety training on eLearning was completed by all staff.
- Daily safety "tailgate" discussions are held with the entire crew.

#### **On-Site Utilities Personnel**



# **Looking Ahead**

# Appendix A

Pg. 5: MOR (Submitted to FDEP)

Pg. 6 – 7: BAC- T Test Results

Drinking Water Microbial Sample Collection & Laboratory Reporting Forma (62-550.730 reporting Format Effective 01/1995, Revised 02/2010) Benchmark EnviroAnalytical, Inc Benchmark Mid Florida						Analysis Data & Times 12/22/123-12:4												
														Street South	riorida			
														Haven FL 33880 E84567				
Tel: 863	3-656-2020 / Fax: 863-656-2131					Temperatu	re Gun ID	446	of On ice		÷							
Contact K	atic Davis						nt Check:		d	mg/I	<u>.</u>							
Analy:  ☑ Tota  Public	sis Requested: (Check All That Apply) al Coliform / E. coli   Total Coliform  Water System (PWS) Name:	n ¦E.co Enterpr	li ise CI	OD.		Requireme	ents:	PWS I.	D. 34944	28	J							
PWS A	Address: 313 Campus ST r PWS Owner's Phone #: 305-773-	1050				Cit												
College	or PWS Owner's Phone #: _305-773- tor: Ben Esper	1959						x #:	ne #: 941	511 071	06							
Comm Limite Reason Dist	unity Water System Non-Transient Not d Use System Bottled Water Private in For Sampling: (Check All That Apply ribution Routine Distribution Repeat urvey Clearance Replacement (Also	Well  S )  Raw (Tr  check Ty	wimmiggered	ing Pool d or Asses	Swimm	Raw (Trigged)	-commun Other: gered or A	ssessment	System  Addition	al								
	To Be Completed By Collecto			Date.	10/2	12	7	a Re Campl	eted By Lab.									
	To be completed by contects	t of Sample			1 1	Analysis Method(s) <sup>2</sup> SM9223B												
Sample	Sample Point	Sample	Sample	Disinfectant Residual	t pH	po		P			1 00							
#	(Location or Specific Address)	Time		(mg/L)		Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9222B	E. coli SM9222G	Data Qualifier <sup>4</sup>	Lab Sample #							
A6	1402 STICKLEY AVE	110	b	1.89	760	A	A				7							
A7	772 OAK SHADOWS RD	1201	0	1.7)	7.49	A	A				-2							
A8	893 SPRING PARK LOOP	1209	1)	1.78	7. 12	A	A				-7							
A9	SIENNA (SIDE OF PARKING GARAGE)	1216	0	1-15	7.52	A	Δ				-4							
A10	1809 CELEBRATION BLVD	1226	D	1.14	7.15	A	A				-1							
	of disinfectant residuals of distribution routine of Free chlorine of Total chlorine (Circle One)	& repeat				erwise noted, all to the samples.	ests are preform	ned in accorda	nce with NELA	C standards, a	nd the results							
	tant Residual Analysis Method DPD Colorimetric	Other:			Data & T	ime PWS notif	ind by lab = C	positive se-	lter									
	erforming disinfectant analysis is (See Instructions					ime PWS notifi ime Client/DE				ts:								
A certifi	ed operator #	on reverse)	2		Date Re	port Issued:	10/25/	23	1									
Employ	sed by certified operator #end by a certified lab. Employed by DEP of zed representative of supplier of water	r DOH			Lab Sign	11111111	BAL	Ull.	_									
	ailing Address of ADDITIONAL Person to Receive	Report:			4	my green		- July		DEP/DOI	H Use Only							
	The constant makes the standard stand in the standard standard standard in the standard standar	was bed on			Satisfactor		6				- Don Omiy							
Client Na	me					Collection In nple Required												
Infram						ent Samples Re												
Eddie S	rise CDD mith 863-222-1981 Report & Invoice to Eddie Smith Edward Smi	th@infra	mark co	m &	Date Reviewed by DEP/DOH; DEP/DOH Reviewing Official:													

Invoice to ap@inframark.com

Email Report & Invoice to Eddie Smith Edward.Smith@inframark.com & Renae McRoberts renea.mcroberts@inframark.com

Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc) 2 Indicate analysis methodology and method citation used.

3 Defined in Florida Administrative Code Rule 62-160, Table I.

4 Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count

For Lab Use Only E84567 Lab Receipt Date & Time: 81E 10/16/23 1346

Analysis Date & Time:

# **Drinking Water Microbial Sample** Collection & Laboratory Reporting Format (62-550.730 reporting Format Effective 01/1995, Revised 02/2010)

Benchmark EnviroAnalytical,	Inc	Benchmark	Mid	Florida
1153 1st Street South				

Sample Preservation on Ice Not On Ice   1-7 °C Temperature Gun 10 #46 Disinfectant Check: Not Detected   mg/L
This sample does not meet the following NELAC Requirements:
PWS I.D. 3494428
City: _Celebration
Fax #:
Collector's Phone #: _941-544-8706
replaced)   Boil Water Notice   Other:

	To Be Completed By Collect		To Be Completed By Lab.								
Sample	0.01.00	Sample	Sample	Disinfectant	nt pH	Analysis Method(s) <sup>2</sup> SM9223B					
#	Sample Point (Location or Specific Address)	Collection Time	Type <sup>1</sup>	Residual (mg/L)		Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9222B	E. coli SM9222G	Data Qualifier	Lab Sample #
A1	100 CELEBRATION PLACE	1131	D	1.84	7.52	A	A				-1
A2	200 BLOCK OF ACADIA TERRACE	1/39	D	1.79	7.54	A	A				,2
A3	100 LONGVIEW AVE	1147	D	1.24	7.61	A	A				-3
A4	901 CELEBRATION AVE	1200	D	1.62	7.57	A	A				- 4
A5	1251 CELEBRATION AVE	1207	D	1.58	7.60	A	A				~
Disinfect Person p A certific Superving Authoric	of disinfectant residuals of distribution routing. Free chlorine or lotal chlorine (Circle One)  tant Residual Analysis Method: ISPD Colorimetri cerforming disinfectant analysis is (See Instruction led operator # sed by certified operator # ed by a certified lab. Employed by DEF zed representative of supplier of water	c Other:	£ .		Date & T	erwise noted, all to the samples.  ime PWS notifitime Client/DE port Issued	ied by lab of	positive resuled by lab of	lts:	ts:	_
Name/Mailing Address of ADDITIONAL Person to Receive Report:  Client Name Inframark Enterprise CDD Eddie Smith 863-222-1981 Email Report & Invoice to Eddie Smith Edward.Smith@inframark.com Renae McRoberts renea.mcroberts@inframark.com Invoice to ap@inframark.com				<u>m</u> &	Repeat Sa Replacement Date Revie	y e Collection In mple Required ent Samples Re wed by DEP/E Reviewing Of	equired		_	DEP/DOF	I Use Onl

Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc)

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# Enterprise Community Development District

November 2023, Management, Operations & Maintenance Report



Angel Montagna

District Manager

**Enterprise Community Development District** 

313 Campus Street

Celebration, FL 34747

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Highest Regards,

**Edward Smith | Project Manager** 



313 Campus St, Celebration FL, 34747

(M) (863) 222-1981 | <u>www.inframark.com</u>

#### **Summary**

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#### **Items Requiring Approval**

Request	Impact	Est. Cost
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# **Noteworthy Events**

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    - o Utility workers are still installing meters at Celebration Island Village.

### Operations, Maintenance and Repair

- Compliance
  - The Large User contract requirement of obtaining two Chlorine Disinfectant Residual samples was performed for this month without exception.
  - o The Monthly Operational Report (MOR) has been submitted to FDEP.
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  - The BAC-T testing that is performed twice per month by Benchmark Labs showed to be in compliance, and all results were sent to FDEP.





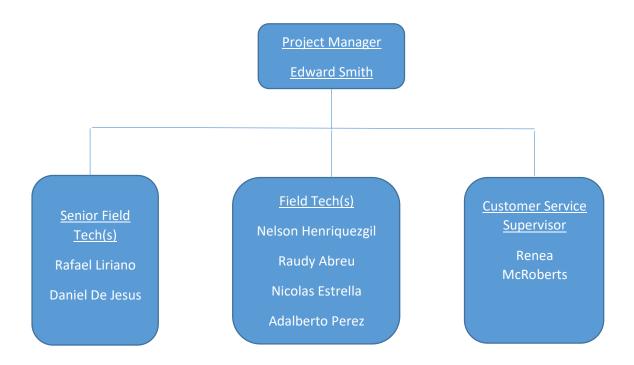


Performance Metrics	Current Month  November 2023	Prior Month October 2023	2023 Year to Date
Wastewater (MG)	38.09	38.32	408.86
Reclaimed water purchased (MG)	72.96	74.67	822.76
Potable water purchased (MG)	43.28	44.86	492.99
Potable consumption billed (MG)	37.166	32.384	414.141
Unaccounted for water			
Meters Read	5514	5451	54291
Meter re-reads	87	104	1044
Bills produced, mailed	2970	2976	32532
Revenue collected	\$653,327.60	\$893,246.80	\$7,798,679.90
Adjustments	\$7125.39	\$2168.67	\$45,161.14
Number of line breaks		2	2
Hydrants flushed	Services Perfor	med by Fire Departmer	nt
Odor complaints		0	0
Manholes inspected	71	42	613
Valves exercised	68	38	456
Customer service phone calls	197	219	2542
Brand new service connections	5	5	46
Service/Work orders closed	62	118	804
Sunshine locates performed	58	91	1086
(Started in July 2022) Meters replaced	75	75	2764

#### Health & Safety

- Zero LTIs and OSHA recordable for the month.
- All Inframark employees are up to date on their required training.
- The monthly safety training on eLearning was completed by all staff.
- Daily safety "tailgate" discussions are held with the entire crew.

#### **On-Site Utilities Personnel**



# **Looking Ahead**

# Appendix A

Pg. 6: MOR (Submitted to FDEP)

Pg. 7 – 8: BAC- T Test Results

For Lab Use Only E84567 Lab Receipt Date & Time: 13/15 11(07/23 /4)3

# **Drinking Water Microbial Sample** Collection & Laboratory Reporting Format (62-550.730 reporting Format Effective 01/1995, Revised 02/2010)

Benchmark	EnviroAnalyt	ical, Inc	Benchmark	Mid	Florida
TIES TO ST	O				

Benchmark EnviroAnalytical, Inc Benchmark Mid Florida 1153 1st Street South Winter Haven FL 33880 E84567 Tel: 863-656-2020 / Fax: 863-656-2131 Contact Katie Davis	Analysis Date & Time: 1/1/7/23 - 14:39  Sample Acceptance Criteria:  Sample Preservation: On Ice Not On Ice Crimperature Gun ID #45  Disinfectant Check Not Detectedmg/L
Report Number: M23/10/02 Sub-Contract Lab ID:	This sample does not meet the following NELAC Requirements:
Analysis Requested: (Check All That Apply)  ☑ Total Coliform / E. coli   Total Coliform   E.coli	
Public Water System (PWS) Name:Enterprise CDD	PWS I.D. 3494428
PWS Address:313 Campus ST	City: Celebration
PWS or PWS Owner's Phone #: 305-773-1959	Fax #:
Collector: _Ben Esper	Collector's Phone #: _941-544-8706
Type of Supply: (Check Only One)  Community Water System   Non-Transient Non-community Water System   Limited Use System   Bottled Water   Private Well   Swimming Pool   Swim	vimming Pool Other:

| Well Survey | Clearance | Replacement (Also check Type of sample being replaced) | Boil Water Notice | Other: \_

	To Be Completed By Collec			To Be Completed By Lab.							
Sample	Samuel Daine	Sample	Sample	Disinfectant	t pH	Analysis Method(s) <sup>2</sup> SM9223B					
#	# (Location or Specific Address) Collection Time Type Residu	Residual (mg/L)		Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9222B	E. coli SM9222G	Data Qualifier⁴	Lab Sample		
A1	100 CELEBRATION PLACE	120/	D	124	7.49	4	Δ				~(
A2	200 BLOCK OF ACADIA TERRACE	1212	D	1.78	7.61	A	A				-2
A3	100 LONGVIEW AVE	1220	D	1.71	7.55	A	À				-7
A4	901 CELEBRATION AVE	1234	D	1.72	7.51	A	A				-4
A5	1251 CELEBRATION AVE	246	D	1.80	7-58	A	A				-5
samples	of disinfectant residuals of distribution routing. Free chlorine or foral chlorine (Circle One).					erwise noted, all to the samples.	tests are proform	ned in accordan	ce with NELAC	C standards, ar	d the result
Person p A certifi Supervi	tant Residual Analysis Method MPD Colorimetri reforming disinfectant analysis is (See Instruction reforming disinfectant analysis is (See Instruction reforming disinfectant analysis is (See Instruction red operator # red by a certified lab. red representative of supplier of water	ns on reverse)	P		Date & T	ime PWS notifime Client/DE port Issued:	P/DOH notifi	ed by lab of		s:	
Name/Mailing Address of ADDITIONAL Person to Receive Report:					Satisfactor	y Collection In	formation	J	1.1	DEP / DOF	Use Onl
Client Name Inframark Enterprise CDD Eddie Smith 863-222-1981 Email Report & Invoice to Eddie Smith Edward.Smith@inframark.com & Renae McRoberts renea.mcroberts@inframark.com Invoice to ap@inframark.com				<u>m</u> &	Repeat Sa Replacement Date Revie	mple Required ent Samples Re wed by DEP/E Reviewing Of	equired				

Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc)
Indicate analysis methodology and method citation used.
Defined in Florida Administrative Code Rule 62-160, Table I.
Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count

For Lab Use Only E84567

#### **Drinking Water Microbial Sample** Collection & Laboratory Reporting Format

Benchmark EnviroAnalytical,	Inc Benchmark Mid Flori	d
1153 18 Street South		

	Drinking water Mici	ODIAL	эаші	pie		1	FOI	L'AU OSC (	Jilly E0430		-1	
Collection & Laboratory Reporting Format (62-550.730 reporting Format Effective 01/1995, Revised 02/2010) Benchmark EnviroAnalytical, Inc Benchmark Mid Florida						1/20/22- 15:47						
	Haven FL 33880 E84567											
Fel: 863-656-2020 / Fax: 863-656-2131 Contact Katic Davis						Temperature Gun ID #46 Disinfectant Check Not Detectedmg/L						
Report Number: /h 23/10/40  Sub-Contract Lab ID:						This sample does not meet the following NELAC Requirements:						
	sis Requested: (Check All That Apply) al Coliform / E. coli   Total Coliforn	n ¦E.co	li					<u> </u>				
Public	Water System (PWS) Name:]	Enterpr	ise Cl	DD				PWS I.	D. 349442	28		
WS A	Address: 313 Campus ST				City: Celebration							
PWS o	or PWS Owner's Phone #: _305-773-	-1959			Fax #:  Collector's Phone #: 941-544-8706							
ollec	ior: Ben Esper						Collecte	or's Phon	e#: 941	-544-870	06	
Çomm Limite	unity Water System Non-Transient No d Use System Bottled Water Private	on-comm	lunity '	Water Sys	stem   Ira	insient Non	-communi	ity Water S	system			
Reaso	n For Sampling: (Check All That Apply	n 11011 (c	2 AA 11711111	illig i ooi	Switting	ing root k	Эшег		_			
	ribution Routine Distribution Repeat		iggere	d or Asse	ssment)	Raw (Trips	zered or As	ssessment	Additions	a]		
Well S	urvey Clearance Replacement (Also	check T	pe of	sample be	eing repla	ced) Boil	Water Not	ice Othe	r;			
	Sam	ple Coll	ection	Date:	11/28	127						
	To Be Completed By Collecto	or of Samp	le				Υ	o Be Compl	eted By Lab.			
Sample	Complete Service	Sample	Sample	Disinfectant	t pH	Analysis Method(s) <sup>2</sup> SM9223B						
#	Sample Point (Location or Specific Address)	Collection Time	Type¹	Residual (mg/L)		Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9222B	E. coli SM9222G	Data Qualifier	Lab Sample #	
A6	1402 STICKLEY AVE	1248	0	1-51	7.71	À	Δ				-	
A7	772 OAK SHADOWS RD	1302	0	1.5%	7.71	A	À				-2	
A8	893 SPRING PARK LOOP	[3]1	0	1.42	7.65	A	A				-3	
A9	SIENNA (SIDE OF PARKING GARAGE)	1317	1)	1-49	7.66	Δ	Д				-4	
A10	1809 CELEBRATION BLVD	1332	0	1.58	7.69	A	A				~	
	of disinfectant residuals of distribution routine de . Free chlorine optical chlorine (Circle One)	& repeat				rwise noted, all to the samples.	ests are preform	ed in accordan	ce with NELAC	standards, an	d the results	
Disinfect	ant Residual Analysis Methodo DPD Colorimetric	Other:			Date & Ti	me PWS notifi	ied by Jab of	naditiva meul	lea-			
Person n	erforming disinfectant analysis is (See Instructions		,		Date & Ti	me Client/DEI	P/DQH notific	ed by lab of p		s:		
A certifi	ed operator #	on reverse)			Date Rep	ort Issued; _	1/29/2	23	/			
	ed by certified operator # Employed by DEP o	- DOH			Lab Sign	ature: /	MAN	ll	U			
	ed representative of supplier of water	LOON			Title:		orli V	Mona	dei			
Name/M	ailing Address of ADDITIONAL Person to Receive	Report:			I Sastafaan				<del>3</del>	DEP/DOI	I Use Only	
Tient Name Inframark					Satisfactory Incomplete Collection Information Repeat Sample Required Replacement Samples Required							
											Enterp	rise CDD
Eddie Smith 863-222-1981 Email Report & Invoice to Eddie Smith <u>Edward Smith@inframark.com</u> &						ved by DEP/D Reviewing Off						
				m &	20110011		19101.					
	AcRoberts <u>renea.mcroberts@infra</u> to ap@inframark.com	ınark.0	com									
	SEP Samule Codes: D = Distribution / Postting Compliance)	C = D	na Charalis	P = P = 3	E		- ber de er	11401			n	

I Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Row; N = intry to Distribution; P = Plans Tap; S = Special (Contained), and the state analysis methodology and method citation used.

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# Enterprise Community Development District

December 2023 Management, Operations & Maintenance Report



Angel Montagna

District Manager

**Enterprise Community Development District** 

313 Campus Street

Celebration, FL 34747

Dear Ms. Montagna:

Inframark is pleased to provide you with the Monthly Operations Report for December 2023. This report contains information that will provide you with a comprehensive view of our daily operational efforts.

To ensure we are providing information that is valuable to you, please let me know if I should add or retract any pertinent information. We appreciate the opportunity to serve the customers of Enterprise CDD. Please do not hesitate to contact me with any concerns or questions you may have.

Highest Regards,

**Edward Smith | Project Manager** 



313 Campus St, Celebration FL, 34747

(M) (863) 222-1981 | <u>www.inframark.com</u>

#### **Summary**

I am proud to report that we have had zero compliance issues to report to FDEP.

#### **Items Requiring Approval**

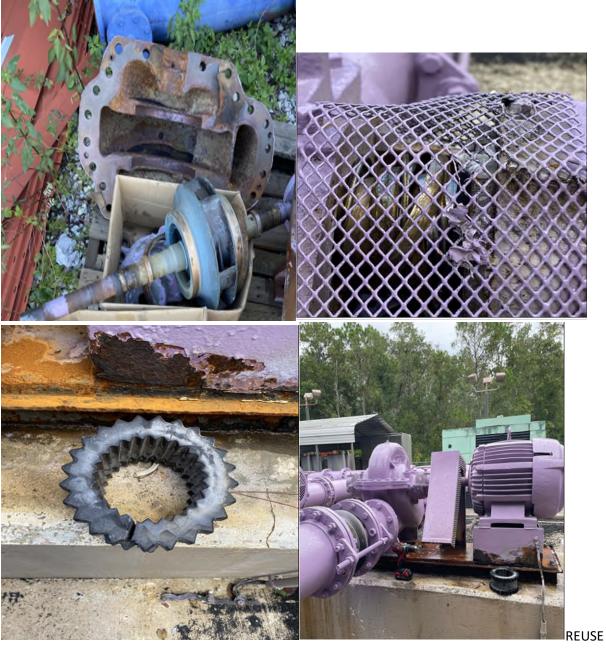
Request	Impact	Est. Cost
Items for review have been submitted separately.	N/A	N/A

# **Noteworthy Events**

- Sewer laterals in Island Village are being cleaned and back billed to Mattamy due to sand clogging lines. Main lines will also need to be cleaned once all the laterals are done that will also be back billed to Mattamy. This will continue street by street until completed.
- Booster pump should be done by end of December.
  - Lift station cleaning program was completed for December and next event scheduled for January 2024.
  - During the month of December we concentrated on:
    - o Meter changeout program.
    - o Changing out residential meters that have failed.
    - o Exercising valves. Inspecting manholes.
    - Utility workers are still installing meters at Celebration Island Village.

### Operations, Maintenance and Repair

- Compliance
  - The Large User contract requirement of obtaining two Chlorine Disinfectant Residual samples was performed for this month without exception.
  - o The Monthly Operational Report (MOR) has been submitted to FDEP.
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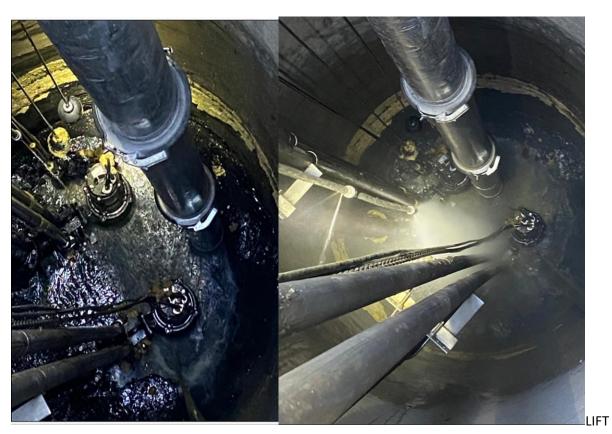
PUMP AT MAIN STATION CAME APART AND REPLACED.



REUSE LINE BROKEN ON BOULEVARD



REUSE AND SEWER LINES FOUND IN ISLAND VILLAGE



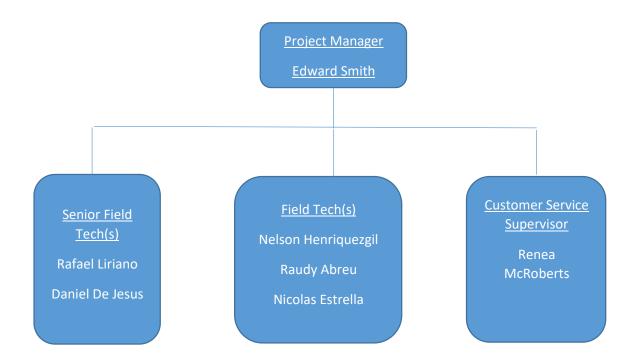
STATION 4 SCHEDULED FOR REPAIR OF BOTTEN OF WELL SEPARATING

Performance Metrics	Current Month December 2023	Prior Month November 2023	2023 Year to Date		
Wastewater (MG)	38.33	38.09	447.19		
Reclaimed water purchased (MG)	73.06	72.96	895.82		
Potable water purchased (MG)	44.01	43.28	537.0		
Potable consumption billed (MG)	35.698	37.166	449.839		
Unaccounted for water					
Meters Read	5514	5514	59805		
Meter re-reads		87	1044		
Bills produced, mailed	2961	2970	35496		
Revenue collected	\$769,659.04	\$653,327.60	\$8,568,338.94		
Adjustments	\$1,181.01	\$7125.39	\$46,342.15		
Number of line breaks		2	2		
Hydrants flushed	Services Performed by Fire Department				
Odor complaints		0	0		
Manholes inspected	50	71	663		
Valves exercised	48	68	504		
Customer service phone calls	146	197	2688		
Brand new service connections	6	5	52		
Service/Work orders closed	57	62	861		
Sunshine locates performed	51	58	1137		
(Started in July 2022) Meters replaced	75	75	2689		

#### Health & Safety

- Zero LTIs and OSHA recordable for the month.
- All Inframark employees are up to date on their required training.
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#### **On-Site Utilities Personnel**



# **Looking Ahead**

# Appendix A

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Pg. 7 – 8: BAC- T Test Results



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December 2023 Management, Operations & Maintenance Report



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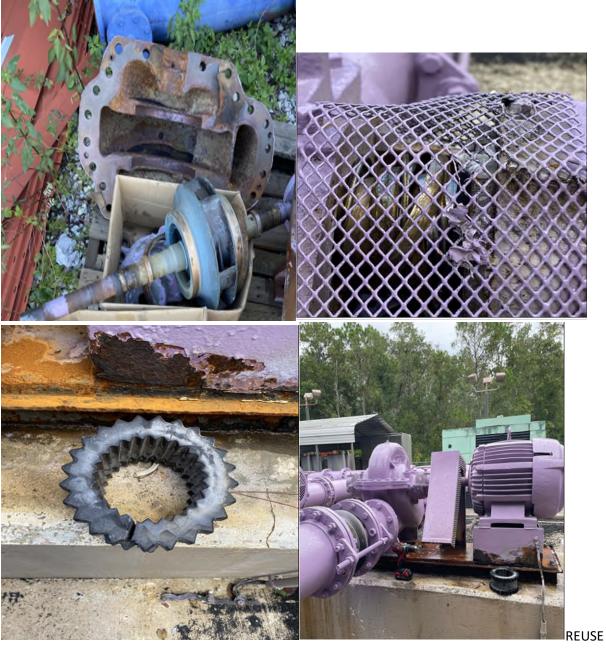
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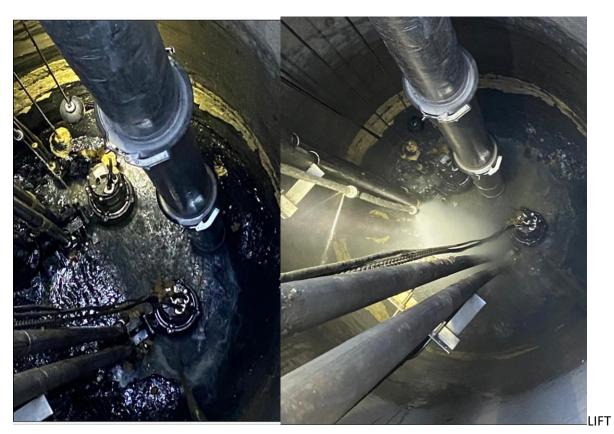
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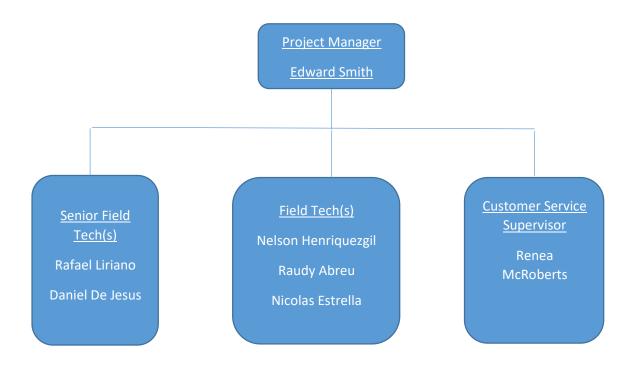
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## **Looking Ahead**

## Appendix A

Pg. 6: MOR (Submitted to FDEP)

Pg. 7 – 8: BAC- T Test Results

#### **Drinking Water Microbial Sample** Collection & Laboratory Reporting Format

(62-550.730 reporting Format Effective 01/1995, Revised 02/2010)

Benchmark EnviroAnalytica	, Inc Benchmark Mid Florida

1153 1st Street South

Winter Haven FL 33880 E84567 Tel: 863-656-2020 / Fax: 863-656-2131

Contact Katie Davis

Report Number: M23/27/02 Sub-Contract Lab ID: Analysis Requested: (Check All That Apply)

For La	b Use Only	E84567	0.2.0	
Lab Receipt Date & Time Analysis Date & Time; _	12/07/0	107123	13:00	BD
Sample Acceptance Crit Sample Preservation On Temperature Gun ID #46 Disinfectant Check: Not	eria: Ice Not On	2	8 °C _mg/L	
This sample does not med Requirements:	et the following	ng NELAC		

PWS I D 3494478

PWS I.D. 3494428
City: Celebration
Fax #:
Collector's Phone #: _941-544-8706

Type of Supply: (Check Only One)

Kommunity Water System Non-Transient Non-community Water System Transient Non-community Water System

Limited Use System | Bottled Water | Private Well | Swimming Pool | Swimming Pool | Other: \_

Reason For Sampling: (Check All That Apply)

☑ Total Coliform / E. coli | Total Coliform | E.coli

Distribution Routine Distribution Repeat Raw (Triggered or Assessment) Raw (Triggered or Assessment) Additional Well Survey | Clearance | Replacement (Also check Type of sample being replaced) | Boil Water Notice | Other: \_ Sample Collection Date: |2/07/23

	Sample Point (Location or Specific Address)  Al 100 CELEBRATION PLACE  A2 200 BLOCK OF ACADIA TERRACE  A3 100 LONGVIEW AVE  A4 901 CELEBRATION AVE  A5 1251 CELEBRATION AVE  B13 3 D  B13 3 D  B14 3 D  B15 3 D  B16 5 D  B17 5 D  B17 5 D  B18 5 D  B						1	o Be Compl	eted By Lab.	,	100000
		Sample	Sample	Disinfectant	pH	Analysis	Method(s	) <sup>2</sup> SM922	23B		
Sample #		Collection		Residual (mg/L)	, p.,	Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9222B	E. coli SM9222G	Data Qualifier <sup>4</sup>	Lab Sample #
A1	100 CELEBRATION PLACE	1684	D	2.17	7.48	A	A				~
A2	200 BLOCK OF ACADIA TERRACE	100	D	1.87	7.53	A	A				-2
A3	100 LONGVIEW AVE	1110	D	1.57	7.50	Δ	Δ				-7
A4	901 CELEBRATION AVE		D	1.74	7.58	A	A				-4
A5	1251 CELEBRATION AVE	1133	D	1-92	7.35	A	Δ		+		5
Disinfect Person p	*. Free chlorine or Total chlorine (Circle One.)  tant Residual Analysis Method: DPD Colorimetr berforming disinfectant analysis is (See Instructio fied operator #	ic Other:	):		Date & T	erwise noted, all to the samples. Time PWS notified Client/DE port Issued:	fied by lab of P/DOH notif	positive resu	ilts:		nd the result
Employ	red by a certified lab. Employed by DE zed representative of supplier of water				Lab Sign		MA V	HUNU	Ger Ger	DEP/DO	H Lisa Onl
Client Na Infram Enterp Eddie S	nne nark orise CDD Smith 863-222-1981				Repeat Sa Replacement	ry e Collection Ir mple Required ent Samples R ewed by DEP/I Reviewing O	l equired DOH:			DEF / DOI	a ose om
Renae	Report & Invoice to Eddie Smith <u>Edward.S</u> McRoberts <u>renea.mcroberts@inf</u> e to ap@inframark.com			om &			770 9700 T				

Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc)

<sup>2</sup> Indicate analysis methodology and method citation used. 3 Defined in Florida Administrative Code Rule 62-160, Table I.

<sup>4</sup> Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count

Bolatte 12hd23

						A MOEN	1100				
1153 1st Winter I Tel: 863 Contact K Report	Drinking Water Micro Collection & Laboratory F (62-550.730 reporting Format Effective 0) mark EnviroAnalytical, Inc Bend Street South Haven FL 33880 E84567 1-656-2020 / Fax: 863-656-2131 atic Davis  Number: M23/2 0274 Sub- sis Requested: (Check All That Apply) Il Coliform / E. coli   Total Coliform	Report 1/1995, Rechmark	ing F vised 02/ Mid	Format <sup>2010)</sup> Florida		Analysis D Sample Ad Sample Pro Temperatu Disinfectar	For Date & Time acceptance Conservation of the Check of the Conservation of the Check of the Che	ime: All E : 12// Criteria: On Ice No 146 Sot Detected	12/19 19/23- 10 On Ice	/23  ) ·/2: /9. 3.1 °c mg/L	<u>es</u> /
PWS A PWS o	Water System (PWS) Name:E  ddress:313 Campus ST r PWS Owner's Phone #: _305-773- for: Ben Esper						Fax	ration			
Communication Limited Reason    District    District    District    Communication    District    Communication    District    District	unity Water System Non-Transient No d Use System Bottled Water Private a For Sampling: (Check All That Apply) dibution Routine Distribution Repeat arvey Clearance Replacement (Also	Well S Raw (Tr check Ty ole Coll	wimmiggered pe of section	ing Pool  I or Asses	Swimm (Sment) (Sing repla	ing Pool   K Raw (Trigg ced)   Boil	-communi Other: gered or A: Water Not	ssessment	System  Additions  r:	al	
	to be Completed by Conector			1		Analysis			PWS I.D. 3494428 ation		
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type <sup>1</sup>	Disinfectant Residual (mg/L)	PH	Total Coliform SM9223B	E.Coli SM9223B		E. coli		
A6	1402 STICKLEY AVE	1010	n	1.72	7.77	A	A				7
A7	772 OAK SHADOWS RD	1022	0	1.77	7.71	A	Δ				_2
A8	893 SPRING PARK LOOP	1031	0	1.64	7.70	A	Δ				-3
A9	SIENNA (SIDE OF PARKING GARAGE)	1044	'n	1.87	7.73	A	A				-4
A10	1809 CELEBRATION BLVD	105 4	0	[,4]	7.48	A	Δ				~5
¥											
	of disinfectant residuals of distribution routine d . Free chlorine op fotal chlorine (Circle One)	k repeat	<u> </u>			erwise noted, all to the samples.	ests are preform	ned in accordar	nce with NELA	C standards, as	nd the results
Person p A certifi Supervis Employed Authoris	tant Residual Analysis Methodo PD Colorimetric performing disinfectant analysis is (See Instructions of operator # sed by certified operator # Employed by DEP of the performance of Supplier of Water	DOH	:		Date & T	ime PWS notif ime Client/DE port Issued:	P/DOH notif				
Client Nati Infram Enterp Eddie S Email F Renae I		th@infra		<u>m</u> &	Repeat Sa Replacement Date Revie	y e Collection In mple Required ent Samples Re wed by DEP/I Reviewing Of	equired			DEP/DOI	H Use Oaly

Indicate DEP Sample Codes: D = Distribution (Rouine Compliance); C = Repeat or Check: R = Raw: N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc.)

Indicate analysis methodology and method citation used.

Defined in Florida Administrative Code Rule 62-160, Table I.

Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count



# Enterprise Community Development District

January 2024 Management, Operations & Maintenance Report



Angel Montagna

District Manager

**Enterprise Community Development District** 

313 Campus Street

Celebration, FL 34747

Dear Ms. Montagna:

Inframark is pleased to provide you with the Monthly Operations Report for January 2024. This report contains information that will provide you with a comprehensive view of our daily operational efforts.

To ensure we are providing information that is valuable to you, please let me know if I should add or retract any pertinent information. We appreciate the opportunity to serve the customers of Enterprise CDD. Please do not hesitate to contact me with any concerns or questions you may have.

Highest Regards,

**Edward Smith | Project Manager** 



313 Campus St, Celebration FL, 34747

(M) (863) 222-1981 | www.inframark.com

## **Summary**

I am proud to report that we have had zero compliance issues to report to FDEP.

## **Items Requiring Approval**

Request	Impact	Est. Cost
Items for review have been submitted separately.	N/A	N/A

## **Noteworthy Events**

- LiftStation #4 located on Oak Shadows will be repaired in February. ByPass pump should be delivered end of February first part of March.
  - Lift station cleaning program was completed for January and next event scheduled for February 2024.
  - During the month of January 2024 we concentrated on:
    - Meter changeout program.
    - o Changing out residential meters that have failed.
    - Exercising valves. Inspecting manholes.
    - Utility workers are still installing meters at Celebration Island Village.

## Operations, Maintenance and Repair

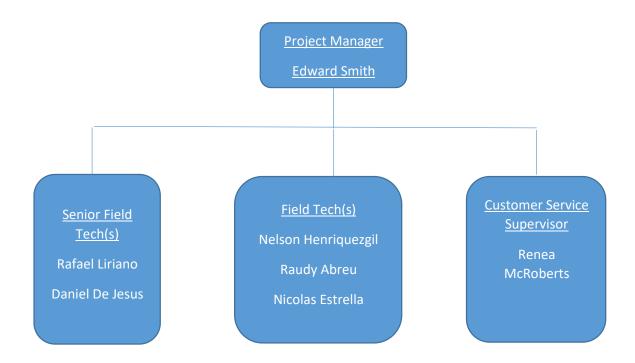
- Compliance
  - The Large User contract requirement of obtaining two Chlorine Disinfectant Residual samples was performed for this month without exception.
  - o The Monthly Operational Report (MOR) has been submitted to FDEP.
  - o The Q4 Disinfectant Residual report has been submitted to FDEP.
  - The "Risk & Resilience Vulnerability Assessment" (required by EPA) has been completed in partnership with FRWA.
  - The BAC-T testing that is performed twice per month by Benchmark Labs showed to be in compliance, and all results were sent to FDEP.

Performance Metrics	Current Month  January 2024	Prior Month December 2023	2023 Year to Date
Wastewater (MG)	40.78	38.33	487.97
Reclaimed water purchased (MG)	61.34	73.06	957.16
Potable water purchased (MG)	43.83	44.01	580.83
Potable consumption billed (MG)	40.245	35.698	490.084
Unaccounted for water			
Meters Read	5514	5514	65319
Meter re-reads	109	87	1153
Bills produced, mailed	2988	2961	38484
Revenue collected	\$675,228.05	\$769,659.04	\$9,243,566.98
Adjustments	\$-15,300.56	\$1,181.01	\$31,041.59
Number of line breaks		2	2
Hydrants flushed	Services Perfor	med by Fire Departmer	nt
Odor complaints	0	0	0
Manholes inspected	47	50	710
Valves exercised	53	48	557
Customer service phone calls	192	146	2880
Brand new service connections	1	6	53
Service/Work orders closed	61	57	922
Sunshine locates performed	86	51	1223
(Started in July 2022) Meters replaced	75	75	2764

#### Health & Safety

- Zero LTIs and OSHA recordable for the month.
- All Inframark employees are up to date on their required training.
- The monthly safety training on eLearning was completed by all staff.
- Daily safety "tailgate" discussions are held with the entire crew.

#### **On-Site Utilities Personnel**



## **Looking Ahead**

## Appendix A

Pg. 6: MOR (Submitted to FDEP)

Pg. 7 – 8: BAC- T Test Results

## Drinking Water Microbial Sample

Benchmark EnviroAnalytical,	Inc	Benchmark	Mid	Florid
1153 1st Street South				

Drinking Water Microbial Sample									For	Lab Use (	Only E8456	7 .	
	Collection & Laboratory 1	Report	ting F	orn	nat		Lab	Receip	nt Date & T	ime: Ret	5 ni/0 3/	24 (24	ايد
Bench	(62-550.730 reporting Format Effective 0 mark EnviroAnalytical, Inc Ben				ida		Anal	lysis D	Pate & Time	010	3/24 €	131	10,0mBo
	Street South	CHIMAL	W IVALUE				Sam	ple A	cceptance (	Criteria:			
Tel: 863	Haven FL 33880 E84567 3-656-2020 / Fax: 863-656-2131 atic Davis						Hem	peratu	י שנו תנוט פז	<del>[40</del>	ot On Ice  _		
Repor	t Number: <u>A240 033</u> Sub-	Contrac	t Lab II	D:				samp		meet the fo	llowing NE	LAC	
	is Requested: (Check All That Apply) Il Coliform / E. coli   Total Coliform	n ¦E.co	li										
Public	Water System (PWS) Name:I	enteror	ise CI	OD						PWS L	D. 34944:	28	
PWS A	ddress:313 Campus ST							_Cit	y: _Celel	oration			
PWS o	Water System (PWS) Name:Iddress:313 Campus ST r PWS Owner's Phone #: _305-773- cor: _Ben Esper	1959							Fa:	x #:			
Collect	or: _Ben Esper							_	Collect	or's Phon	e#:_941	-544-870	06
Xomme Limited Reason ☑ Distr	f Supply: (Check Only One) unity Water System   Non-Transient Not Use System   Bottled Water   Private For Sampling: (Check All That Apply) ribution Routine   Distribution Repeat urvey   Clearance   Replacement (Also	Well \S ) Raw (Tr check Ty	Swimmiggered ope of s	ing Po	sses e be	Swimm	Raw (	ool K (Trigs	Other:	ssessment	- Addition	ıl	
	To Be Completed By Collecto			Dau		01/03/2	1		T	o Be Comple	eted By Lab.		
							Ans	Analysis Method(s) <sup>2</sup> SM9223B					
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Collection Type! F		ectant fual /L)	pH	Total E.Coli Total Coliform SM9223B Coliform S		E. coli SM9222G	Data Qualifier	Lab Sample #		
Αl	100 CELEBRATION PLACE	Mad	D		84	7.50	1910	7223B		SM9222B			-1
A2	200 BLOCK OF ACADIA TERRACE	1137	D D	1.5		7.61		<u> </u>	A	•			-2
A3	100 LONGVIEW AVE	1/42	D	1.7		7.55		<u> </u>	Α				-3
A4	901 CELEBRATION AVE		D	1				<u>A</u>	A				
A5	1251 CELEBRATION AVE	1131	D	1.6.		754	-	A_	A				-4
		1207	D .	1.6	4	7.61		A	Α		<del></del>		-5
	of disinfectant residuals of distribution routine &	k repeat				Unless other			ests are preform	ned in accordan	ce with NELAC	standards, an	d the results
A certific Supervis	ant Residual Analysis Method: DPD Colorimetric   performing disinfectant analysis is (See Instructions of deperator #	on reverse):	:			Date & Ti Date Rep Lab Sign	ne Clie ort Iss	ent/DEI	ied by lab of		ositive result		
	tiling Address of ADDITIONAL Person to Receive	Report	<u> </u>			Title:		CA AC	, , , , , ,	-14 0 /		DEP/DOH	Lise Only
Client Nan	ne erk					Satisfactory Incomplete Repeat San Replacemen	Collect sple Re	quired				was i doll	. Jac Only
Eddie Si Email R	rise CDD mith 863-222-1981 eport & Invoice to Eddie Smith Edward.Smi	-		<u>m</u> &		Date Review DEP/DOH I							
	1cRoberts <u>renea.mcroberts@infra</u> to <u>ap@inframark.com</u>	mark.c	COIN										

Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc.)

Indicate analysis methodology and method citation used.

Defined in Florida Administrative Code Rule 62-160, Table I.

Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count

	Drinking Water Micro	le			For	Lab Use (	Inly E8456	7					
	Collection & Laboratory F				Lab Receipt Date & Time: Ph 1/23/24 6 1220								
Rench	(62-550.730 reporting Format Effective 0 mark EnviroAnalytical, Inc Bene					Analysis Date & Time: 0//23/24/12205							
	Street South	CHIHAIF	WIII	rioriua		Sample A	cceptance (	Criteria:	2476				
Winter l	Haven FL 33880 E84567								ot On Ice	1./ °C			
	3-656-2020 / Fax: 863-656-2131					Temperatu	re Gun ID 7	446					
ontact K	atic Davis					Disinfectant Check Not Detected mg/L							
Report	t Number: M24 0/0728 Sub-	Contract	t Lab II	D:		This samp Requireme		meet the fo	llowing NE	LAC			
	sis Requested: (Check All That Apply) all Coliform / E. coli   Total Coliform	E.co	li										
Public	Water System (PWS) Name:E	nterpr	ise CI	DD				PWS I.	D. 34944	28			
PWSA	Address: 313 Campus ST			2		Cit	y: _Celeb	oration_	1.40%				
	r PWS Owner's Phone #: _305-773-	1959						x #:	AT 100 A 1				
Collect	or: _Ben Esper_ unity Water System   Non-Transient No						Collect	or's Phon	e#:_941	-544-870	)6		
	Clearance Replacement (Also Samp To Be Completed By Collector	ole Coll	ection	Date: 0		14	T	o Be Compl	eted By Lab.				
Sample	Sample Point	Sample	Sample		pН	Analysis	Method(s	) <sup>2</sup> SM922	23B	T			
#	(Location or Specific Address)	Collection Time	Type <sup>1</sup>	Residual (mg/L)		Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9222B	E. coli SM9222G	Data Qualifier <sup>4</sup>	Lab Sample		
A6	1402 STICKLEY AVE	(63)	0	201	7.48	A	A				-(		
A7	772 OAK SHADOWS RD	1040	P	1-77	7.55	A	A				.5		
A8	893 SPRING PARK LOOP	1055	0	2-17	7.49	1	A				-7		
A9	SIENNA (SIDE OF PARKING GARAGE)	1108	P	1.17	7.32	Δ	4				-4		
A10	1809 CELEBRATION BLVD	1127	۵	2.4	7.50	A	A				-5		
	of disinfectant resid <del>uals of distributi</del> on routine d	& repeat				rwise noted, all t	ests are preform	ned in accordar	nce with NELA	C standards, ar	d the result		
	Free chlorine or Total chlorine (Circle One)				relate only	to the samples.							
Person p A certifi Supervis	tant Residual Analysis Method DPD Colorimetric le erforming disinfectant analysis is (See Instructions of ed operator #sed by certified operator #	on reverse)			Date & T Date Re	ime PWS notifime Client/DE port Issued:	P/DOH notifi	ed by lab of		ts:	_		
	ed by a certified lab. Employed by DEP or zed representative of supplier of water	DOH			Lab Sign	nature:	E AND	H-MA	my	21			
	alling Address of ADDITIONAL Berner to Berning	Design				1211	- 100	4.10(1	ar of	DED / DOI	(T) 0 1		

Satisfactory Incomplete Collection Information

Repeat Sample Required Replacement Samples Required

Date Reviewed by DEP/DOH: DEP/DOH Reviewing Official:

Client Name Inframark

Enterprise CDD

Eddie Smith 863-222-1981

Email Report & Invoice to Eddie Smith Edward.Smith@inframark.com &

Renae McRoberts renea.mcroberts@inframark.com

Invoice to ap@inframark.com

Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc) 2 Indicate analysis methodology and method citation used.

3 Defined in Florida Administrative Code Rule 62-160, Table I.

4 Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count

## **Subsection 6D**

## Legal Counsel: Eminent Domain Easement Acquisitions



Katrina S. Scarborough, CFA, CCF, MCF Osceola County Property Appraiser www.property-appraiser.org Osceola County Government Center 2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744 Ph: (407) 742-5000 Fax: (407) 742-4900

## Parcel: 13-25-27-0000-0036-0000



Owner Information				
Owner Name	ENTERPRISE CDD			
Mailing Address	210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071			
Physical Address	WORLD DR, KISSIMMEE FL 34747			
Description	VACANT COMMERCIAL			
Tax District	300 - OSCEOLA COUNTY			

EUZS BI SECTION IS CASSOCIALE.	and an analysis of the same of		
Tax Values			
Current Values		Certified Values	
Current Value represents working appraised values as of 01/31/2023, which are subject to change prior to certification		Certified Value represents certified values that appeared on the tax roll as of 10/05/2022	
Land	\$2	Land	\$2
AG Benefit	\$0	AG Benefit	\$0
Extra Features	\$0	Extra Features	\$0
Buildings	\$0	Buildings	\$0
Appraised(just)	\$2	Appraised(just)	\$2
Assessed(estimated)	\$2	Assessed*	\$2
Exemption(estimated)	\$0	Exemption	\$0
Taxable(estimated)	\$2	Taxable	\$2
* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap			lect Adjustments for Agricultural ne Save Our Homes Cap

Sales Information					
Seq	ORB-Pg	Price	Date	Deed Type	
0	1642-1228	\$0	1999-03-31	QC	

Land Information - Total Acreage: 3.85						
Land Description	Units	Depth	Land Type	Land Value		
SUBMERGED LAND	3.85	0.00	AC	\$400		

## Legal Description

Legal Description

COM AT NW COR OF NE 1/4 S 2026.53 FT TO POB; S 51 DEG E 132.22 FT, S 39 DEG W 223.56 FT, S 44 DEG W 456.12 FT, N 47 DEG W 228.16 FT, N 40 DEG E 663.48 FT, S 51 DEG E 128.32 FT TO POB

#### **OWNER NOTIFICATION (11/9/23)**

DELIVER WITHIN 30 DAYS OF RECEIVING AGENT FILE OR A TIME FRAME DECIDED BY TEAM.

- Verify on County Tax Collector website that the <u>ad-valorem address</u> has not changed since documents were done. Please note: AdValorem address includes the c/o or Attn listed on the AdValorem address. (If name changed please order title update from D5-Title and give back to Michelle for documents to be revised)
- ☑ If title is more than 3 months old, request a title update from D5-Title prior to delivering notice.
- Ensure the name on the notice to owner matches what's on the .1 document (or flagsheet if documents are not in SharePoint. If no flag sheet, when you request update, ask D5-Title to provide the correct owner name on the update).

#### **NOTIFICATION IN PERSON**

X Notice to Owner - 2 notices should be presented to the owner. (Please ask the owner to sign both, bring back 1 signed notice for the files). Please note: NOTICE MUST BE MADE TO AN OFFICER. (OWNER NOTIFICATION IS TO BE MADE AND ADDRESSED TO PERSON/ENTITY ON CONVEYANCE INSTRUMENT USING THE ADDRESS FROM AD-VALOREM TAX ROLE. IF A CORPORATION, NOTICE MUST BE MADE TO AN OFFICER. Please note: AdValorem address includes the c/o or Attn listed on the AdValorem address. }

- X Questionnaire
- X Request for Tax ID
- X Right of way map
- X Legal description
- X Acquisition Pamphlet
- X Florida Statute 73.015 Presuit Negotiation

If	a١	/ai	ila	h	le

- \_\_\_\_Aerial photographs if available
- X Construction plan sheets showing the acquisition area, if available
- X Project schedules, if available

#### OWNER INTERVIEW/PRESENTATION

- Discuss Project and parcel information
- Get business/tenant/relocation information for all interests on the parent tract.
- Obtain copies of leases for any tenants on property.
- \_\_\_\_\_Verify title and open interests with owner (If owner is married & lives on property, obtain spouse's name to add to deed).
- \_\_\_\_If owner is trust. Ask for trust documents, send to D5-Title.
- \_\_\_\_If multiple member LLC, ask who will be authorized to sign agreement/conveyance document. May need documentation
- \_\_\_\_If there is a mortgage, **you must ask the owner who they are making their payments to**. If it is different than what it on the Flag Sheet/title work, get the information from the owner and notify D5-Title.

#### **IF MAILAWAY**

- Need written authorization from administrator to mail a notice within the district unless, you have a request in writing by the owner or their attorney to mail the Notice. Authorization to mail notice is not needed for consultant firms. Include self-addressed stamped envelope in all packages.
- ✓ Prepare cover letter and list every document included in the package, including self-addressed envelope.
- \_\_\_\_\_Notice to Owner: OWNER NOTIFICATION IS TO BE MADE AND ADDRESSED TO THE PERSON/ENTITY ON CONVEYANCE INSTRUMENT USING THE ADDRESS FROM AD-VALOREM TAX ROLE. IF OWNER IS A CORPORATION, NOTICE MUST BE MADE ATTN TO an officer. Please note: Tax Ad Valorem address includes the c/o or Attn listed on the Ad Valorem address. Send two notice to owner letters. The owner should sign both, keep one and return one. (CC: Attorney (if there is one), and/or a different address owner may want a copy sent)
- \_ ✓ Notice to owner (Date front page/Sign Second Page/Fill in on bottom "Sent Certified Mail")
- \_\_\_\_\_ Include in package and list on cover letter (same as in-person list above)
- In RWMS, input under notices: "certified mail" change to sent, and date in RWMS.
- Copy and Paste cover letter in Contacts in RWMS.
- When delivery confirmation is returned, update notice status: change to delivered and date. Delivered Date will be
  the date the package was signed for.

#### AFTER NOTIFICATION

-RWMS

Input contact into RWMS. If notice was in person, remember to put in any information the owner gives you about

the property or how they feel shout the project
the property or how they feel about the project.
<ul> <li>In your RWMS contact, make sure you list all documents given to owner</li> </ul>
<ul> <li>Input under notices "hand delivered" and date in RWMS</li> </ul>
—Make sure the property tax ID is entered on the RWMS main parcel screen. There is a button on the bottom left "Folio ID" to enter the information.
<ul> <li>Enter delivery contact in RWMS that corresponds with delivered date of the notice.</li> </ul>
<ul> <li>Email D5-title section if property is vacant land and no adjacent homestead property. This will waive joinder of spouse. If owner has homestead property next to the vacant land, you must let D5-Title know. If residential/commercial obtain marital status of owner, if married supply D5-title section spouse's name. (If questionable please get with carol)</li> </ul>
<ul> <li>Request title update if given new information</li> </ul>
<ul> <li>Give any county/city open interest documents to liaisons for delivery, if applicable.</li> </ul>
<ul> <li>Order QCD and/or partial release of lease for all relocation interests, if applicable, including any unrecorded billboard leases/tenancies. You can find billboard owner information here (you will need the billboard tag #'s):     <a href="http://fdotewp1.dot.state.fl.us/Rightofway/">http://fdotewp1.dot.state.fl.us/Rightofway/</a> Please note: Consultant firms handles any ODA interests on their projects.</li> </ul>
- IF PARCEL HAS RELOCATION-GIVE QUESTIONNAIRES TO AMANDA TO PREPARE RELOCATION FOLDERS
<ul> <li>Residence: Provide a copy of completed household survey questionnaire (575-040-02) and property appraiser</li> <li>print-out</li> </ul>
Business: Provide a copy of the completed business survey questionnaire (575-040-01) with Sunbiz printout)  Start preparing RHP documentation, if applicable.
EXTERNAL SHAREPOINT

- Upload Notice to Owner in Owners Shared Folder. If mailed upload Notice, cover letter with tracking number and delivery confirmation as one document. Original to stay in agent's file.
- Start commitment sheet. If commitment sheet is not set up yet get with Dana English.
- Update Team Meeting spreadsheet.

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2023 **ESCROW CD MILLAGE CODE** PARCEL A CCOUNT NUMBER **ALT KEY EXEMPTION CODES** R132527-000000360000 1066231 300

\*\*See back for code description

ENTERPRISE CDD 210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071

WORLD DR

COM AT NW COR OF NE 1/4 S 2026.53 FT TO POB;

S 51 DEG E 132.22 FT,

See Additional Legal on Tax Roll

#### MAILING ADDRESS: PO BOX 422105 • KISSIMMEE, FL 34742-2105

AD VALOREM TAXES							
TAXING AUTHORITY		MILL RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED	
OSCEOLA CO	407-742-1800	6.7000	2	0	2	0.01	
SAVE OSC MAN	407-742-1800	0.0949	2	0	2	0.00	
EMER MED SRV	407-742-1800	1.0682	2	0	2	0.00	
SCH STATE LW	407-870-4823	3.2560	2	0	2	0.01	
SCH LOCAL BD							
CAPITAL OUTLAY	407-870-4823	1.5000	2	0	2	0.00	
DISCRETIONARY	407-870-4823	0.7480	2	0	2	0.00	
SFWMD EVERG	561-686-8800	0.0327	2	0	2	0.00	
SO FL WATER	561-686-8800	0.0948	2	0	2	0.00	
SFWMD OKEE	561-686-8800	0.1026	2	0	2	0.00	
LIBRARY DIST	407-742-1800	0.3000	2	0	2	0.00	
SAVE OSC DBT	407-742-1800	0.0677	2	0	2	0.00	
	TOTAL MILLAGE	13.9649	AD VAL	OREM TAXES		\$0.02	

NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY		RATE	AMOUNT		
Enterprise CDD	954-603-0034	Varies	0.00		
Fire Exempt Commmon Area Prop	407-742-1800		0.00		

\$0.00 NON-AD VALOREM ASSESSMENTS

**COMBINED TAXES AND ASSESSMENTS** \$0.02 If Postmarked By Nov 30, 2023 \$0.00 Please Pay

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2023 If Postmarked By Nov 30, 2023 Please Pay \$0.00

MUST BE PAID IN U.S. FUNDS THROUGH A U.S. BANK (NO POST DATED CHECKS) TO BRUCE VICKERS, TAX COLLECTOR • PO BOX 422105 • KISSIMMEE, FL 34742

ENTERPRISE CDD 210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071



\*\*See back for code description

PARCEL A CCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R132527-000000360000		1066231		300



January 26, 2024

Certified Mail No. 7022 1670 0003 1834 8369

Enterprise Community Development District, a unit of special purpose government created pursuant to Chapter 190 210 N. University Dr., Ste 702 Coral Springs, FL 33071

ITEM/SEGMENT #: 4314561 MANAGING DISTRICT: 05

FAP: D518 083 B STATE ROAD: 400 (I-4) COUNTY: OSCEOLA

PARCEL: 815

Dear Property Owner,

The Florida Department of Transportation (FDOT) is planning to widen State Road 400 (Interstate 4) from West of CR 532 to East of CR 522 (Osceola Parkway) in Polk/Osceola County, Florida. American Acquisition Group, LLC is working with FDOT for this project. According to our records, you are the current owner of the property identified by the parcel number above, which we will need to acquire for this project. This letter is intended to help you understand the need and purpose of each document contained in this package. Enclosed is the Florida Department of Transportation's Official Owner Notification Package, which includes the following:

**ACQUISITION PROCESS PAMPHLET:** This explains your rights and the acquisition process.

**OWNER NOTIFICATION LETTER:** Please sign and date to acknowledge receipt. Please return one original to our office in the enclosed envelope.

**QUESTIONNAIRE FORM:** Please complete as requested and return the original to our office in the enclosed envelope.

**REQUEST FOR TAXPAYER ID:** Must be completed at the time of agreement.

RIGHT OF WAY MAP: This depicts the area to be acquired by FDOT.

**LEGAL DESCRIPTION AND TITLE FLAG SHEET:** The legal description describes the area to be acquired by FDOT. The Title Flag Sheet lists ownership and encumbrances found in Official Records. Please review title for accuracy.

**FLORIDA STATUTES 73.015:** Under Florida law, you are entitled to certain rights and protections when FDOT must acquire real property, F.S. 73.015 is attached for reference.

**CONSTRUCTION PLANS:** These depict the proposed improvements.

PROJECT SCHEDULE: Please note the schedule items.

Once this parcel is appraised, the Department will make an Initial Written Offer and negotiate with you in good faith. Please contact me at (407) 427-2174 or <a href="mailto:rossanna@americanacquisition.com">rossanna@americanacquisition.com</a> to discuss this information and any questions or concerns you may have.





Sincerely, American Acquisition Group, LLC

Rossanna Asencio

Rossanna Asencio Consultant Acquisition Agent



## ACQUISITION PROCESS



The rights explained in this pamphlet are derived from Chapter 73, Florida Statutes. The relevant portions of Chapter 73 concerning the real estate acquisition process of real property are provided for your information at www.FDOT.gov.

Effective: October 13, 2017

The Florida Department of Transportation's (FDOT) mission is to provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity and preserves the quality of our environment and communities.

To accomplish our mission, sometimes it is necessary for us to acquire private property. Because you are the owner of property that will be needed for a transportation facility, we have prepared this pamphlet to briefly explain our acquisition process as well as your rights and options.

#### PROPERTY/PROJECT INFORMATION LETTER



We will provide a letter that includes information about the property we are seeking to acquire, no later than the time we make you a written offer to purchase your property. This letter will explain the nature of the transportation project and will describe the portion of your property we need to acquire.

We will also provide a point of contact for you located within the Office of Right of Way.

#### PROPERTY APPRAISAL

Prior to making an offer to purchase your property, a real estate appraiser or other real estate expert will contact you to arrange an onsite inspection of the property.

We encourage you to be present during the inspection and to provide any information which might affect the value of your property. Should you choose to obtain your own appraisal and share this opinion with us, the opinion will be considered during the



negotiation process. Additionally, FDOT will reimburse you for reasonable costs of obtaining real estate appraisers or other experts' services to assist you with assessing the value of the property we are acquiring.

#### OFFER TO PURCHASE



Our offer to purchase your property will be made in writing to you either in person or by certified mail and will not be less than the amount we have determined to be the fair market value of the property.

After you have reviewed our offer, you may choose to make a counteroffer. If you do so, we will consider your counteroffer and will seek to arrive at a mutually agreeable purchase price.

#### OWNER REPRESENTATIVE & CONDEMNATION

You may designate someone to represent you during negotiations and we will work with your representative to resolve any issues. If you choose to be represented by an attorney licensed to practice law in Florida, you will be reimbursed for reasonable fees paid to the attorney. However, the amount of fees paid by FDOT may be limited by law.

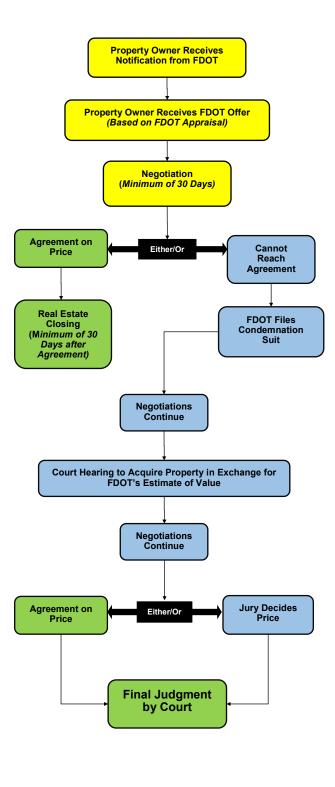
If we are unable to reach a mutually agreeable purchase price, we may choose to file a condemnation action, which will not occur less than 30 days from the date we make our written offer to purchase. But, FDOT will continue to negotiate with you or your representative throughout the litigation process.

#### FDOT CONTACT INFORMATION

If you would like copies of the appraisal, right of way maps or construction plans, we will provide the documents within 15 days of your request. However, some of the documents may not be complete at the time of your request, but we will either inform you of when we will provide the completed version of the requested information or provide you the most recent information available.

Please feel free to contact us if you have additional questions or if you need more information about the project or the acquisition process.

DISTRICT	COUNTIES IN THE DISTRICT	TELEPHONE #
1	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk & Sarasota	(863) 519-2401
2	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, Suwannee, St. Johns, Taylor & Union.	(386) 758-3743
3	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton & Washington	(850) 330-1250
4	Broward, Palm Beach, Martin, St. Lucie & Indian River	(954) 777-4242
5	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter & Volusia	(386) 943-5087
6	Miami-Dade & Monroe	(305) 470-5150
7	Citrus, Hernando, Hillsborough, Pasco & Pinellas	(813) 975-6722
Turnpike	Any county on Florida's Turnpike	(407) 264-3436





## PROCESO DE ADQUISICIÓN



Los derechos explicados en este panfleto se derivan del Capítulo 73 de los Estatutos de Florida. Las porciones relevantes del Capítulo 73 concernientes al proceso de adquisición de inmuebles son suministradas para su información en www.FDOT.gov.

La misión del Departamento de Transporte de Florida (FDOT) es proporcionar un sistema de transporte seguro que garantice la movilidad de las personas y los bienes, mejore la prosperidad económica y preserve la calidad de nuestro medio ambiente y nuestras comunidades.

A fin de cumplir con nuestra misión, en ocasiones nos vemos en la necesidad de adquirir propiedad privada. Puesto que usted es dueño de una propiedad que se necesitará para una vía de transporte, hemos preparado este panfleto en el que se explica brevemente nuestro proceso de adquisición, así como sus derechos y opciones.

## CARTA INFORMATIVA SOBRE LA PROPIEDADY EL PROYECTO



Enviaremos una carta que incluirá información sobre la propiedad que planeamos adquirir, no más tarde que al tiempo en que le hagamos una oferta por escrito para comprar su propiedad. En esta carta se explicará la naturaleza del proyecto de transporte y se describirá la porción de su propiedad que necesitaremos adquirir.

Asimismo le proporcionaremos un punto de contacto que esté ubicado dentro de la oficina de servidumbre de paso (Office of Right of Way).

#### **AVALÚO DE LA PROPIEDAD**

Antes de hacerle una oferta de compra de su propiedad, un (tasador) u otro experto en bienes y raices se pondrá en contacto con usted para acordar una inspección en persona de la propiedad.

Le aconsejamos que esté presente durante la inspección y proporcione cualquier información que pudiera afectar el valor de su propiedad. En caso de que usted decida obtener su propio tasación y compartir la con nosotros, esta será tomada en cuenta durante el proceso de negociación. Adicionalmente, el



FDOT le reembolsará el costo razonable de obtención de la tasación o servicios de otros expertos que le ayuden a determinar el valor de la propiedad que estamos adquiriendo.

#### **OFERTA DE COMPRA**



Le haremos nuestra oferta de compra de su propiedad por escrito, ya sea en persona o mediante correo certificado, y no por una suma menor a la que hayamos determinado como el valor de mercado justo de la propiedad.

Una vez que usted haya revisado nuestra oferta, puede optar por hacernos una contraoferta. Si así lo hiciera, someteremos su contraoferta a consideración y buscaremos llegar a un precio de compra de mutuo acuerdo.

## REPRESENTANTE DEL PROPIETARIO Y EXPROPIACIÓN FORZOSA

Usted puede designar a otra persona para que lo represente durante las negociaciones y trabajaremos con su representante para resolver cualquier problema. Si usted decidiera ser representado por un abogado con licencia para ejercer derecho en el estado de Florida, se le reembolsarán los honorarios razonables que usted le pague al abogado. No obstante, la suma de los honorarios pagados por el FDOT podría estar limitada por las leyes.

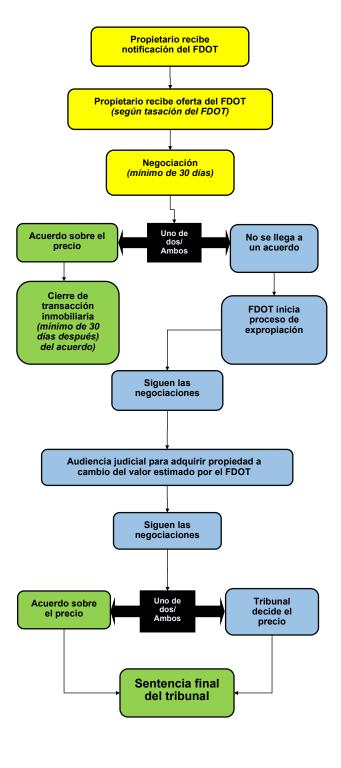
En caso de que no llegáramos a un acuerdo mutuo sobre el precio de compra, podríamos decidir iniciar un proceso de expropiación, lo cual no ocurrirá antes de 30 días a partir de la fecha en que le hagamos nuestra oferta de compra por escrito. Sin embargo, el FDOT seguirá negociando con usted o su representante durante todo el proceso de litigio.

#### INFORMACIÓN DE CONTACTO DEL FDOT

Si deseara tener copias del avalúo, mapas de servidumbre de paso de vía o los planos de construcción, podemos ofrecerle estos documentos en un lapso de 15 días a partir de la fecha de solicitud. Sin embargo, es posible que algunos de estos documentos no estén listos al momento de su solicitud, por lo que le informaremos la fecha en que le enviaremos la versión completa de la información solicitada o le suministraremos la información más actualizada que tengamos al alcance.

No dude en contactarnos si tiene preguntas adicionales o necesita más información sobre el proyecto o el proceso de adquisición.

DISTRICT	CONDADOS EN EL DISTRITO	# DE TELÉFONO
1	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manoteé, Okeechobee, Polk y Saratosa	(863) 519-2401
2	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, Suwannee, St Johns, Taylor y Union	(386) 758-3743
3	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton y Washington	(850) 330-1250
4	Broward, Palm Beach, Martin, St. Lucie y Indian River	(954) 777-4242
5	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter y Volusia	(386) 943-5087
6	Miami-Dade y Monroe	(305) 470-5150
7	Citrus, Hernando, Hillsborough, Pasco y Pinellas	(813) 975-6722
Turnpike	Cualquier condado en la Turnpike de Florida	(407) 264-3436





RON DESANTIS GOVERNOR

19 South Woodland Boulevard DeLand, FL 32720

JARED PERDUE, P.E. SECRETARY

#### NOTICE TO OWNER

January 26, 2024

ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190 210 N. University Dr., Ste 702 Coral Springs, FL 33071

ITEM/SEGMENT #: 4314561 MANAGING DISTRICT: 05

F.A.P. #: D518 083 B
STATE ROAD #: SR 400 (I-4)
COUNTY: Osceola
PARCEL #: 815

Dear Property Owner,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Widening of SR 400 (I-4)

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Legal Description and/or Right of Way Map

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the
  value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for

FORM 575-030-31p RIGHT OF WAY - 10/17 Page 2 of 2

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Rossanna Asencio, Consultant Acquisition Agent American Acquisition Group, LLC 711 North Sherrill Street, Suite B Tampa, FL 33609 (407) 427-2174

Sincerely,

Joseph Bracken

District Right of Way Manager

By: Rossanna Asencio

Consultant Acquisition Agent

American Acquisition Group, LLC

**Enclosures:** 

Acquisition Process Pamphlet Questionnaire Return Envelope Legal Description (and/or right of way map)

CC: Records Management

Received by:	
Certified Mail Number: 7022 1670 0003 1834 83	369

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



RON DESANTIS GOVERNOR

19 South Woodland Boulevard DeLand, FL 32720

JARED PERDUE, P.E. SECRETARY

#### NOTICE TO OWNER

January 26, 2024

ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190 210 N. University Dr., Ste 702 Coral Springs, FL 33071

ITEM/SEGMENT #: 4314561 MANAGING DISTRICT: 05

F.A.P. #: D518 083 B
STATE ROAD #: SR 400 (I-4)
COUNTY: Osceola
PARCEL #: 815

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Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

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- You will receive no less than full compensation for the property acquired. Full compensation includes, the
  value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for

FORM 575-030-31p RIGHT OF WAY - 10/17 Page 2 of 2

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Sincerely,

Joseph Bracken

District Right of Way Manager

By: Rossanna Asencio

Consultant Acquisition Agent

American Acquisition Group, LLC

**Enclosures:** 

Acquisition Process Pamphlet Questionnaire Return Envelope Legal Description (and/or right of way map)

CC: Records Management

Received by:	
Certified Mail Number: 7022 1670 0003 1834 83	369

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

#### **QUESTIONNAIRE**

ITEM/SEGMENT NO: 4314561 MANAGING DIST: 05

F.A.P. NO: D518 083 B STATE ROAD: 400 (I-4) COUNTY: OSCEOLA

PARCEL NO: 815

ATTENTION: Enterprise CDD

## **Dear Property Owner:**

Please provide the following information and mail to this office.

1.	Are you the owner of the p	roperty identified above?	·		
2.	I have sold all	or part	of the property to:		
	Name:				
	Approximate Date Sold:				
3.	Other than my spouse, I share ownership of this property with:				
	Name:				
	Telephone No.:				
4.	Please list the appropriate contact person for this property:				
	Name and Title:				
	Address:				
	Telephone No.:				
5.	5. Is there an ongoing business on this site?				
6.	If yes, who owns the business?				
	Name:				
	Address:				
	Telephone No.:				
7.	Additional Comments:				
		Property O	wner's Signature		
			<b>3</b> 3		
		Printed Nar	me and Title		
		Date			



American Acquisition Group, LLC 711 N. Sherrill Street, Suite B Tampa, FL 33609

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

575-030-27 RIGHT OF WAY 10/16

#### REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

**Enterprise Community Development District** a unit of special purpose government created pursuant to Chapter 190 210 N University Dr Ste 702 Coral Springs, FL 33071

ITEM/SEGMENT NO.: 4314561 MANAGING DISTRICT: 05 F.A.P. NO.: D518 083 B STATE ROAD NO.: 400(I-4) COUNTY: Osceola PARCEL NO .: 815

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Pursuant to s. 17.0315 & s. 215.422, Florida Statutes, we must obtain your correct Taxpayer Identification Number (TIN) for processing of any payment, and for real estate proceeds, reporting to the Internal Revenue Service (IRS) in compliance with federal regulations.

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Name	Phone Number
Business Name, if different from above	Phone Number
Address (number, street, and apt. or suite no.)	OWNERSHIP INTEREST
	☐ Sole Owner
City, State, and ZIP Code	Part Owner with% interest
	Not Applicable (Vendor Only)
TAXPAYER IDENTIFICATION NUMBER (TIN)	
For individuals, this is your social security number (SSN):	
For other entities, it is your employer identification number (EIN):	- <del></del>
If you do not have a TIN, see attached instructions for How to get a TIN	i. — ————
Below, choose one number that accurately describes the business or the indi	ividual.
☐ 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIO (A corporation formed under the laws of any state within the United sta	
☐ 2 - NOT FOR PROFIT CORPORATION (Section 501(c)(3) Internal Reve	enue Code)
☐ 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE	MEMBER LLC
$\ \square$ 4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE	MEMBER LLC
☐ 5 - NONCORPORATE RENTAL AGENT	
☐ 6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)	
☐ 7 - FOREIGN CORPORATION OR ENTITY (A foreign entity formed und the United States.) If YES is marked below, complete and attach Form Is income effectively connected with business in the United States?	•
☐ 8 - NONRESIDENT ALIEN (An individual temporarily in the U.S. who is r	not a U.S. citizen or resident.)
CERTIFICATION	
Under penalties of perjury, I certify that the number shown on the number (or I am waiting for a number to be issued to me).	his form is my correct taxpayer identification
Sign Here	Date
Title Email (opti	ional)

#### REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

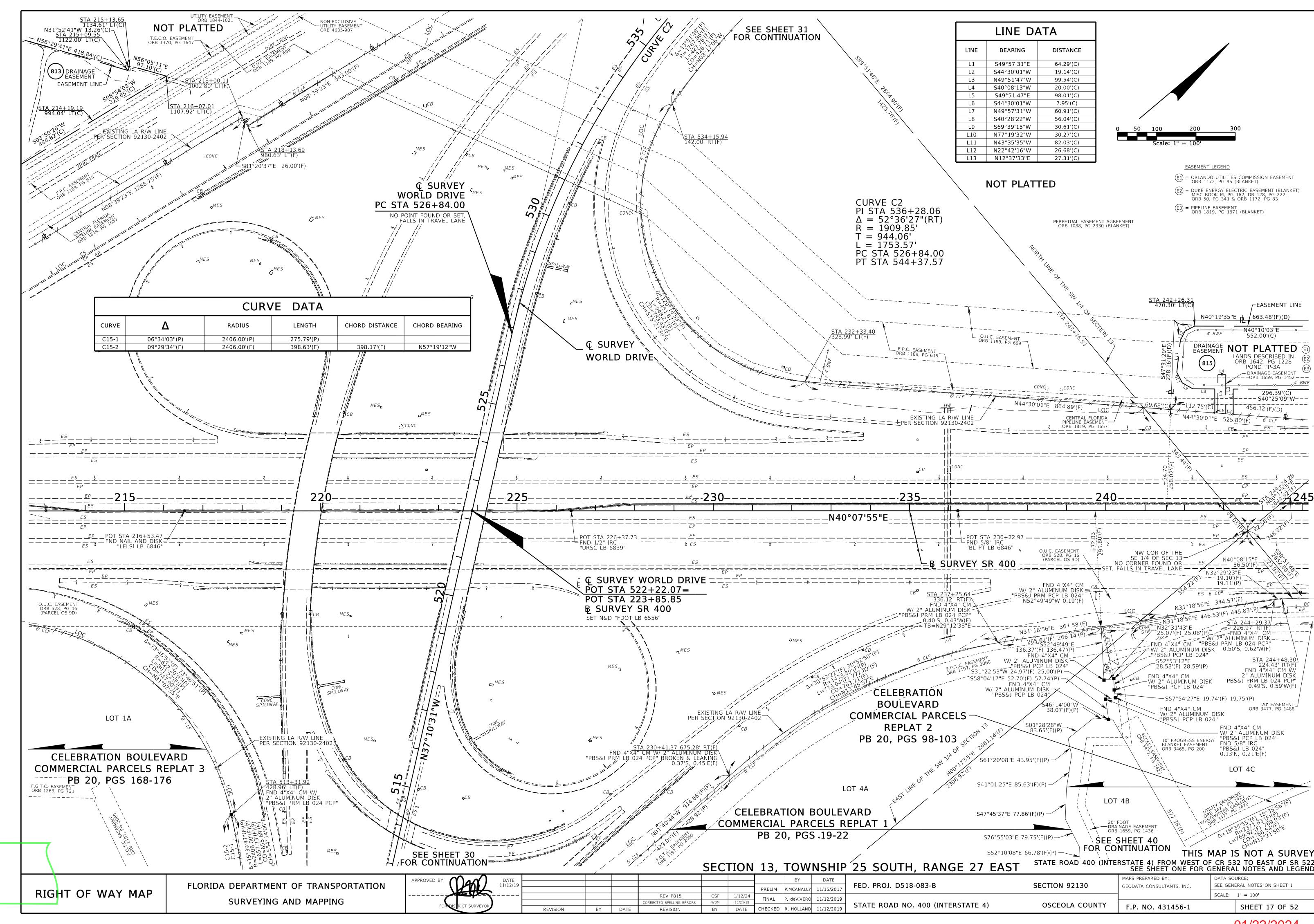
#### Instructions for

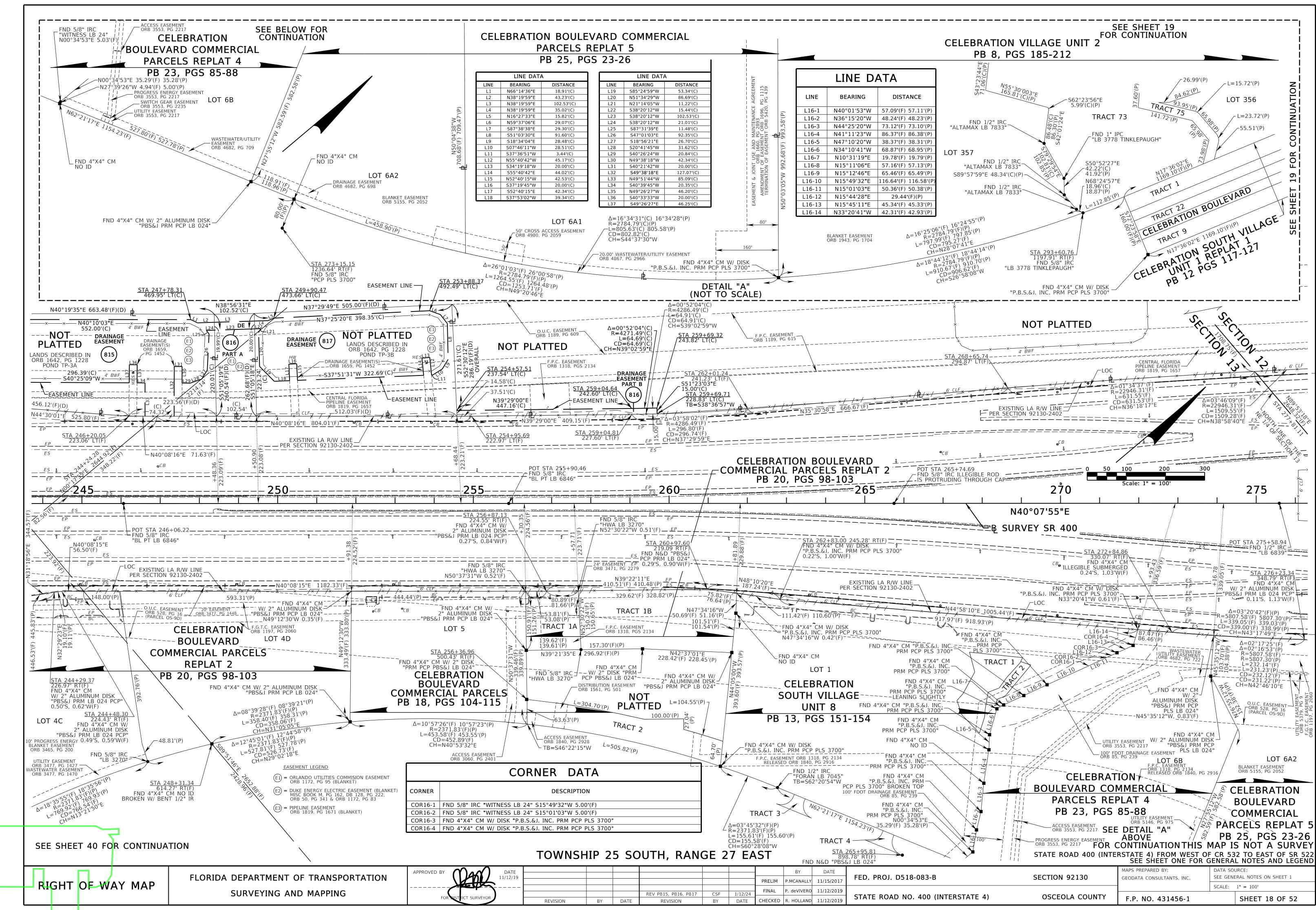
#### Names and Taxpayer Identification Numbers

- 1. Individuals should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. Individuals may enter their EIN (if you have one).
- 2. Married Couples should give the name and SSN of either person.
- 3. Custodian Accounts (Guardianship) must give the ward's name and SSN. Do not furnish the TIN of the guardian.
- 4. For a Trust Account that is not a legal or valid trust under state law, give the name and SSN of the actual owner.
- **5. Limited Liability Company (LLC) If a single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business Name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.
- **6.** For a **Sole Proprietor or a Single-Owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.
- 7. For a Valid Trust, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.
- **8.** For an **Estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.
- **9.** For an **Association, Club, Religious, Charitable, Educational, or other tax-exempt organization**, give the name and EIN of the organization.
- 10. For a Partnership or Multi-Member LLC give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.





### THAT PART OF:

### LEGAL DESCRIPTION (TP-3A)

A parcel of land lying within Section 13, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of the Northeast 1/4 of Section 13, Township 25 South, Range 27 East, Osceola County, Florida; thence S.00°00'18"W. along the West Line of said Northeast 1/4 for 2026.53 feet to the POINT OF BEGINNING; thence S.51°16'21"E. for 132.22 feet to a point lying on the Proposed West Right-of-Way line of Interstate 4; thence S.39°57'15"W. along said West Right-of-Way line for 223.56 feet; thence S.44°18'33"W. along said West Right-of-Way line for 456.12 feet; thence N.47°42'28"W. for 228.16 feet; thence N.40°08'20"E. for 663.48 feet; thence S.51°16'21"E. for 128.32 feet to the POINT OF BEGINNING.

(BEING a portion of the lands described in Official Records Book 1642, Page 1228, as corrected in Official Records Book 2040, Page 1733, of the Public Records of Osceola County, Florida.)

### **DESCRIBED AS FOLLOWS:**

Commence at a 5"x5" concrete monument with 2.5 inch brass disk stamped "JONES WOOD GENTRY W 1/4 13-25-27 RLS 1585 RLS 1819", marking the Southwest corner of the Northwest 1/4 of Section 13, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence run South 89°51'46" East, along the South line of the Northwest 1/4 of said Section 13, a distance of 1425.70 feet to the intersection with the existing Northwesterly Limited Access Right of Way Line of said State Road 400; thence run North 44°30'01" East, along said existing Northwesterly Limited Access Right of Way Line, a distance of 182.43 feet to the POINT OF BEGINNING; thence, departing said existing Northwesterly Limited Access Right of Way Line, run North 49° 57' 31" West, a distance of 60.91 feet; thence run South 40° 28' 22" West, a distance of 56.04 feet; thence run South 69° 39' 15" West, a distance of 30.61 feet; thence run North 77° 19' 32" West, a distance of 30.27 feet; thence run North 43° 35' 35" West, a distance of 82.03 feet; thence run North 22° 42' 16" West, a distance of 26.68 feet; thence run North 12° 37' 33" East, a distance of 27.31 feet; thence run North 40° 10' 03" East, a distance of 552.00 feet; thence run North 66° 14' 36" East, a distance

of 18.91 feet; thence run North 38° 19' 59" East, a distance of 43.23 feet to the intersection with the Northeasterly line of Pond TP-3A as described and recorded in Official Records Book 1642, Page 1228, Public Records of Osceola County, Florida; thence run South 51° 05' 19" East, along said Northeasterly line, a distance of 19.99 feet; thence departing said Northeasterly line, run South 38° 20' 12" West, a distance of 21.01 feet; thence run South 87° 31′ 39" East, a distance of 11.48 feet; thence run South 47° 01′ 03" East, a distance of 92.35 feet; thence run South 18° 56' 21" East, a distance of 26.70 feet; thence run South 20° 41' 45" West, a distance of 31.62 feet; thence run South 40° 26' 24" West, a distance of 20.84 feet to the intersection with the boundary line of an existing Drainage Easement as described and recorded in Official Records Book 1659, Page 1452, Public Records of Osceola County, Florida; thence along said boundary line the following courses and distances, run North 49° 38' 18" West, a distance of 42.34 feet; thence run South 40° 21' 42" West, a distance of 20.00 feet; thence run South 49° 38' 18" East, a distance of 127.07 feet to the intersection with the aforesaid existing Northwesterly Limited Access Right of Way Line; thence run South 40° 08' 16" West, along said existing Northwesterly Limited Access Right of Way Line, a distance of 74.32 feet; thence departing said existing Northwesterly Limited Access Right of Way Line, run North 49° 51' 44" West, a distance of 85.09 feet; thence run South 40° 39' 45" West, a distance of 20.35 feet to the intersection with the boundary line of an existing Drainage Easement as described and recorded in said Official Records Book 1659, Page 1452; thence along said boundary line the following courses and distances; run North 49° 26' 27" West, a distance of 46.20 feet; thence run South 40° 33' 33" West, a distance of 20.00 feet; thence run South 49° 26' 27" East, a distance of 46.25 feet; thence departing said boundary line, run South 40° 25' 09" West, a distance of 296.39 feet; thence run South 49° 57' 31" East, a distance of 64.29 feet to the intersection with the aforesaid existing Northwesterly Limited Access Right of Way Line; thence run South 44° 30' 01" West, along said existing Northwesterly Limited Access Right of Way Line, a distance of 19.14 feet to the intersection with the boundary line of an existing Drainage Easement as described and recorded in said Official Records Book 1659, Page 1452; thence along said boundary line the following courses and distances; run North 49° 51' 47" West, a distance of 99.54 feet; thence run South 40° 08' 13" West, a distance of 20.00 feet; thence run South 49° 51' 47" East, a distance of 98.01 feet to the intersection with the aforesaid existing Northwesterly Limited Access Right of Way Line; thence run South 44° 30' 01" West, along said existing Northwesterly Limited Access Right of Way Line, a distance of 7.95 feet to the POINT OF BEGINNING.

CONTAINING 2.448 acres, more or less.

### TITLE SEARCH NO. AGS 28415-53

### FLAG SHEET

PARCEL NO. 815 SECTION NO 92130 STATE ROAD 400

COUNTY OSCEOLA F.A.P. NO. D518-083-B F.P. NO. 431456-1

01/19/2024 TJM - REVISED - NEW LEGAL DESCRIPTION RECEIVED FROM SURVEYOR IN EMAIL DATED 01/19/2024

INSTRUMENT NO. 815.01 PE (drainage ease)/RESOLUTION

GRANTOR: ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT,

a unit of special purpose government created pursuant to Chapter 190

210 N. University Dr., Ste 702 Coral Springs, FL 33071

INSTRUMENT NO. 815.02 ENCROACHMENT AGREEMENT

Easement now in favor of Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, successor by conversion to Duke Energy Florida, Inc., f/k/a Florida Power Corporation recorded in Miscellaneous Book M, Page 162; Easement recorded in Deed Book 128, Page 222; Easement recorded in ORB 50, Page 341; unrecorded easement grant, termination and utility relocation agreement as amended in ORB 1189, Page 615; and Easement recorded in ORB 1172, Page 83

### 01/19/2024 TJM - REVISED WITH NEW LEGAL PER NOTE ABOVE .01

INSTRUMENT NO. 815.03 UTILITY SUBORDINATION

Easement in favor of City of Orlando and Orlando Utilities Commission recorded in ORB 1172, Page 95 and ORB 1189, Page 602

### 01/19/2024 TJM - REVISED WITH NEW LEGAL PER NOTE ABOVE .01 08/16/2023 MH - REVISED NAME PER LEGISLATION

INSTRUMENT NO. 815.04 UTILITY SUBORDINATION

Perpetual Easement Agreement in favor of Reedy Creek Improvement District CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and a public body corporate and politic of the State of Florida, successor by conversion to Reedy Creek Improvement District recorded in ORB 1088, Page 2330; Extension recorded in ORB 1220, Page 2523 and Memorandum and Partial Release of Easement Agreement recorded in ORB 1236, Page 1964

01/19/2024 TJM - REVISED WITH NEW LEGAL PER NOTE ABOVE .01 07/13/2023 TJM - CORRECTED BUSINESS TYPE TO CORPORATION 01/19/2024 TJM - REVISED WITH NEW LEGAL PER NOTE ABOVE .01

INSTRUMENT NO. 815.05 UTILITY SUBORDINATION

Memorandum of Easement and Amendment to Non-Exclusive Easement Agreement in favor of Central Florida Pipeline Corporation, LLC, a Delaware corporation, recorded in ORB 1819, Page 1657 and ORB 1819, Page 1671

### FLAG SHEETPAGE 2

PARCEL NO. 815 SECTION NO 92130 STATE ROAD 400

COUNTY OSCEOLA F.A.P. NO. D518-083-B F.P. NO. 431456-1

### 01/19/2024 TJM - REVISED WITH NEW LEGAL PER NOTE ABOVE .01

INSTRUMENT NO. 815.06 GENERAL SUBORDINATION

Reservation of oil, gas and mineral rights now in favor of Compass Rose Corp. recorded in Deed Book 107, Page 564; Conveyance of Mineral Rights recorded in ORB 142, Page 282 and ORB 168, Page 223

09/27/2023 TJM - POINTS .07 - .10 ADDED AS THE RESULT OF LEGAL REVIEW OF DECLARATIONS DESCRIBED IN "LEGAL TO REVIEW AND ADVISE"

### 01/19/2024 TJM - REVISED DOCUMENT TYPE & LEGAL

INSTRUMENT NO. 815.07 GENERAL SUBORDINATION QUITCLAIM DEED

Interest if any in favor of THE CELEBRATION COMPANY LLC, a Florida limited liability company, successor by conversion to, and formerly known as, THE CELEBRATION COMPANY, a Florida corporation, with regard to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in ORB 1248 PG 28 and any amendments thereto

### 01/19/2024 TJM - REVISED DOCUMENT TYPE & LEGAL

INSTRUMENT NO 815.08 GENERAL SUBORDINATION QUITCLAIM DEED

Interest if any in favor of CELEBRATION NONRESIDENTIAL OWNERS ASSOCIATION, INC., a Florida not for profit corporation, with regard to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in ORB 1248 PG 28 and any amendments thereto

### 01/19/2024 TJM - REVISED DOCUMENT TYPE & LEGAL

INSTRUMENT NO. 815.09 GENERAL SUBORDINATION QUITCLAIM DEED

Interest if any in favor of CELEBRATION COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, with regard to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in ORB 1248 PG 28 and any amendments thereto.

### 01/19/2024 TJM - REVISED DOCUMENT TYPE & LEGAL

INSTRUMENT NO. 815.10 GENERAL SUBORDINATION QUITCLAIM DEED

Interest if any in favor of CELEBRATION JOINT COMMITTEE, INC., a Florida not for profit corporation, with regard to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in ORB 1248 PG 28 and any amendments thereto

### FLAG SHEETPAGE 3

PARCEL NO. 815 SECTION NO 92130 STATE ROAD 400

COUNTY OSCEOLA F.A.P. NO. D518-083-B F.P. NO. 431456-1

LEGAL TO REVIEW DECLARATIONS AND ADVISE WHAT TO CLEAR AND AGENT TO VERIFY IF FEES ARE DUE – SEE BELOW 09/27/2023 TJM – THE FOLLOWING DECLARATIONS REVIEWED BY LEGAL. FINDINGS IN EMAIL DATED 09/01/2023

1.

Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in Official Records Book 1248, Page 28; Amendments and Supplements recorded in Official Records Book 1282, Pages 599, 624 and 628, Official Records Book 1283, Page 1488, Official Records Book 1337, Page 635, Official Records Book 1351, Page 247, Official Records Book 1374, Page 2249, Official Records Book 1437, Page 1902, Official Records Book 1465, Page 62, Official Records Book 1539, Page 2140, Official Records Book 1642, Page 1541, Official Records Book 1659, Page 2205, Official Records Book 1659, Page 2215, Official Records Book 1660, Page 2871, Official Records Book 1683, Page 1888, Official Records Book 1721, Page 121, Official Records Book 1755, Page 2242, Official Records Book 1787, Page 804, Official Records Book 1806, Page 73, Official Records Book 1932, Page 1218, Official Records Book 1932, Page 1346, Official Records Book 1937, Page 2387, Official Records Book 2117, Page 2848, Official Records Book 2167, Page 1156, Official Records Book 2228, Page 1674, Official Records Book 2497, Page 1843, Official Records Book 2542, Page 906, Official Records Book 2581, Page 596, Official Records Book 2607, Page 1080, Official Records Book 2695, Page 1835, Official Records Book 2778, Page 1468, Official Records Book 2908, Page 2537, Official Records Book 3060, Page 2313, Official Records Book 3253, Page 446, Official Records Book 3436, Page 1725, Official Records Book 3438, Page 1956, Official Records Book 3493, Page 288, Official Records Book 3768, Page 394, Official Records Book 3974, Page 2231, Official Records Book 4067, Page 908, Official Records Book 4182, Page 2198, Official Records Book 4328, Page 200, Official Records Book 4434, Page 563, Official Records Book 4537, Page 503, Official Records Book 4664, Page 2581, Official Records Book 4682, Page 678, Official Records Book 4770, Page 2900, Official Records Book 4985, Page 2135, and Official Records Book 5155, Page 390. Note: Copies provided

ORB 5155 , Page 401, Rerecorded ORB 5234, Page 1347, ORB 5155, Page 1043

2.

Declaration of Restrictions by The Celebration Company, a Florida corporation, recorded in Official Records Book 1659, Page 2316.

Amendment in ORB 1937/2578

3.

Declaration of Covenants, Conditions, Restrictions and Obligations by The Celebration Company, a Florida corporation, recorded in Official Records Book 4434, Page 566. Note: Copy provided in Co

Select Year: 2023 **✓** Go

### The 2023 Florida Statutes

Title VI Chapter 73 View Entire Chapter
CIVIL PRACTICE AND PROCEDURE EMINENT DOMAIN

### 73.015 Presuit negotiation.—

- (1) Before an eminent domain proceeding is brought under this chapter or chapter 74, the condemning authority must attempt to negotiate in good faith with the fee owner of the parcel to be acquired, must provide the fee owner with a written offer and, if requested, a copy of the appraisal upon which the offer is based, and must attempt to reach an agreement regarding the amount of compensation to be paid for the parcel.
- (a) No later than the time the initial written or oral offer of compensation for acquisition is made to the fee owner, the condemning authority must notify the fee owner of the following:
  - 1. That all or a portion of his or her property is necessary for a project.
- 2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.
- 3. That, within 15 business days after receipt of a request by the fee owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, and pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.
- 4. The fee owner's statutory rights under ss. <u>73.091</u> and <u>73.092</u>, or alternatively provide copies of these provisions of law.
- 5. The fee owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4), or alternatively provide copies of these provisions of law.
- (b) The condemning authority must provide a written offer of compensation to the fee owner as to the value of the property sought to be appropriated and, where less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking. The owner must be given at least 30 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities to respond to the offer, before the condemning authority files a condemnation proceeding for the parcel identified in the offer.
- (c) The notice and written offer must be sent by certified mail, return receipt requested, to the fee owner's last known address listed on the county ad valorem tax roll. Alternatively, the notice and written offer may be personally delivered to the fee owner of the property. If there is more than one owner of a property, notice to one owner constitutes notice to all owners of the property. The return of the notice as undeliverable by the postal authorities constitutes compliance with this provision. The condemning authority is not required to give notice or a written offer to a person who acquires title to the property after the notice required by this section has been given.
- (d) Notwithstanding this subsection, with respect to lands acquired under s. <u>253.025</u>, the condemning authority is not required to give the fee owner the current appraisal before executing an option contract.
- (2) Before an eminent domain proceeding is brought under this chapter or chapter 74 by the Department of Transportation or by a county, municipality, board, district, or other public body for the condemnation of right-of-

way, the condemning authority must make a good faith effort to notify the business owners, including lessees, who operate a business located on the property to be acquired.

- (a) The condemning authority must notify the business owner of the following:
- 1. That all or a portion of his or her property is necessary for a project.
- 2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.
- 3. That, within 15 business days after receipt of a request by the business owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.
  - 4. The business owner's statutory rights under ss. 73.071, 73.091, and 73.092.
  - 5. The business owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4).
- (b) The notice must be made subsequent to or concurrent with the condemning authority's making the written offer of compensation to the fee owner pursuant to subsection (1). The notice must be sent by certified mail, return receipt requested, to the address of the registered agent for the business located on the property to be acquired, or if no agent is registered, by certified mail or personal delivery to the address of the business located on the property to be acquired. Notice to one owner of a multiple ownership business constitutes notice to all business owners of that business. The return of the notice as undeliverable by the postal authorities constitutes compliance with these provisions. The condemning authority is not required to give notice to a person who acquires an interest in the business after the notice required by this section has been given. Once notice has been made to business owners under this subsection, the condemning authority may file a condemnation proceeding pursuant to chapter 74 for the property identified in the notice.
- (c) If the business qualifies for business damages pursuant to s. 73.071(3)(b) and the business intends to claim business damages, the business owner must, within 180 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities, or at a later time mutually agreed to by the condemning authority and the business owner, submit to the condemning authority a good faith written offer to settle any claims of business damage. The written offer must be sent to the condemning authority by certified mail, return receipt requested. Absent a showing of a good faith justification for the failure to submit a business damage offer within 180 days, the court must strike the business owner's claim for business damages in any condemnation proceeding. If the court finds that the business owner has made a showing of a good faith justification for the failure to timely submit a business damage offer, the court shall grant the business owner up to 180 days within which to submit a business damage offer, which the condemning authority must respond to within 120 days.
- 1. The business damage offer must include an explanation of the nature, extent, and monetary amount of such damage and must be prepared by the owner, a certified public accountant, or a business damage expert familiar with the nature of the operations of the owner's business. The business owner shall also provide to the condemning authority copies of the owner's business records that substantiate the good faith offer to settle the business damage claim. If additional information is needed beyond data that may be obtained from business records existing at the time of the offer, the business owner and condemning authority may agree on a schedule for the submission of such information.
- 2. As used in this paragraph, the term "business records" includes, but is not limited to, copies of federal income tax returns, federal income tax withholding statements, federal miscellaneous income tax statements, state sales tax returns, balance sheets, profit and loss statements, and state corporate income tax returns for the 5 years preceding notification which are attributable to the business operation on the property to be acquired, and other records relied upon by the business owner that substantiate the business damage claim.

- (d) Within 120 days after receipt of the good faith business damage offer and accompanying business records, the condemning authority must, by certified mail, accept or reject the business owner's offer or make a counteroffer. Failure of the condemning authority to respond to the business damage offer, or rejection thereof pursuant to this section, must be deemed to be a counteroffer of zero dollars for purposes of subsequent application of s. 73.092(1).
- (3) At any time in the presuit negotiation process, the parties may agree to submit the compensation or business damage claims to nonbinding mediation. The parties shall agree upon a mediator certified under s. 44.102. In the event that there is a settlement reached as a result of mediation or other mutually acceptable dispute resolution procedure, the agreement reached shall be in writing. The written agreement provided for in this section shall incorporate by reference the right-of-way maps, construction plans, or other documents related to the taking upon which the settlement is based. In the event of a settlement, both parties shall have the same legal rights that would have been available under law if the matter had been resolved through eminent domain proceedings in circuit court with the maps, plans, or other documents having been made a part of the record.
- (4) If a settlement is reached between the condemning authority and a property or business owner prior to a lawsuit being filed, the property or business owner who settles compensation claims in lieu of condemnation shall be entitled to recover costs in the same manner as provided in s. <u>73.091</u> and attorney's fees in the same manner as provided in s. <u>73.092</u>, more specifically as follows:
- (a) Attorney's fees for presuit negotiations under this section regarding the amount of compensation to be paid for the land, severance damages, and improvements must be calculated in the same manner as provided in s. 73.092(1) unless the parties otherwise agree.
- (b) If business damages are recovered by the business owner based on the condemning authority accepting the business owner's initial offer or the business owner accepting the condemning authority's initial counteroffer, attorney's fees must be calculated in accordance with s. <u>73.092(2)</u>, (3), (4), and (5) for the attorney's time incurred in presentation of the business owner's good faith offer under paragraph (2)(c). Otherwise, attorney's fees for the award of business damages must be calculated as provided in s. <u>73.092(1)</u>, based on the difference between the final judgment or settlement of business damages and the counteroffer to the business owner's offer by the condemning authority.
- (c) Presuit costs must be presented, calculated, and awarded in the same manner as provided in s. <u>73.091</u>, after submission by the business or property owner to the condemning authority of all appraisal reports, business damage reports, or other work products for which recovery is sought, and upon transfer of title of the real property by closing, upon payment of any amounts due for business damages, or upon final judgment.
- (d) If the parties cannot agree on the amount of costs and attorney's fees to be paid by the condemning authority, the business or property owner may file a complaint in the circuit court in the county in which the property is located to recover attorney's fees and costs.

This shall only apply when the action is by the Department of Transportation, county, municipality, board, district, or other public body for the condemnation of a road right-of-way.

(5) Evidence of negotiations or of any written or oral statements used in mediation or negotiations between the parties under this section is inadmissible in any condemnation proceeding, except in a proceeding to determine reasonable costs and attorney's fees.

History. -s. 57, ch. 99-385; s. 8, ch. 2001-256; s. 28, ch. 2016-233; s. 14, ch. 2020-2.

### CONTRACT PLANS COMPONENTS

ROADWAY PLANS STRUCTURES - BRIDGE CONCEPT PLAN AND ELEVATION CONCEPT SIGNING PLAN - SCROLL PLOTS CONCEPT SIGNAL LAYOUT PLANS

523 - 531

533 - 1382

1383 - 1403

1404 - 1412

1413 - 1415

1416 - 1477

CTL-1 - CTL-23

532

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

### CONTRACT PLANS

INDEX OF ROADWAY PLANS SHEET NO. SHEET DESCRIPTION KEY SHEET 2 NOTES TO REVIEWERS DRAINAGE MAPS 3 - 20 21 - 31 **EXISTING DRAINAGE STRUCTURES** 32 - 41 BRIDGE HYDRAULIC RECOMMENDATION SHEETS 42 - 61 TYPICAL SECTIONS 62 - 70 CURVE DATA 71 GENERAL NOTES 72 - 141 ROADWAY PLAN 142 - 411 ROADWAY PROFILE 412 - 424 INTERCHANGE LAYOUT 425 - 497 POND DETAILS 498 - 516 DRAINAGE STRUCTURES 517 LATERAL DITCH PLAN-PROFILE 518 - 522 LATERAL DITCH CROSS SECTIONS

CROSS SECTION PATTERN SHEET

BONNET CREEK CROSS SECTIONS

STORMWATER POLLUTION PREVENTION PLAN

ROADWAY SOIL SURVEY ROADWAY CROSS SECTIONS

POND CROSS SECTIONS

**EROSION CONTROL PLANS** 

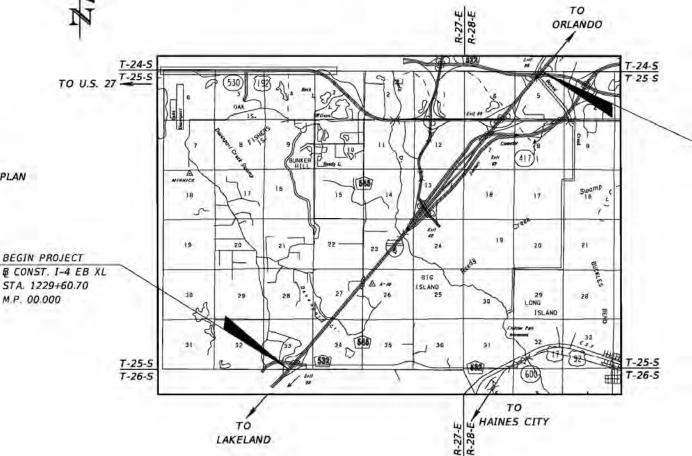
PROJECT NETWORK CONTROL

FINANCIAL PROJECT ID 431456-1-52-01

(FEDERAL FUNDS)

OSCEOLA COUNTY (92130)

STATE ROAD NO. 400 (1-4)





FINAL
CONCEPT PLANS
PERMIT SET
AUGUST 2018
R/W REVISIONS
AUGUST 2022

ROADWAY PLANS ENGINEER OF RECORD:

AECOM Technical Services, Inc. 150 North Orange Ave, Suite 200 Orlando, FL. 32801 T 407.422.0353 F 407.423.2695 Certificate of Authorization No. 8115

FDOT PROJECT MANAGER:

### GOVERNING STANDARD SPECIFICATIONS:

http://www.fdot.gov/rddesign/DesignStandards/Standards.shtm

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, Jan. 2018 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

Florida Department of Transportation, FY2017-18 Design Standards eBook (DSeB)

and applicable Design Standards Revisions (DSRs) at the following website:

CONSTRUCTION FISCAL SHEET NO.

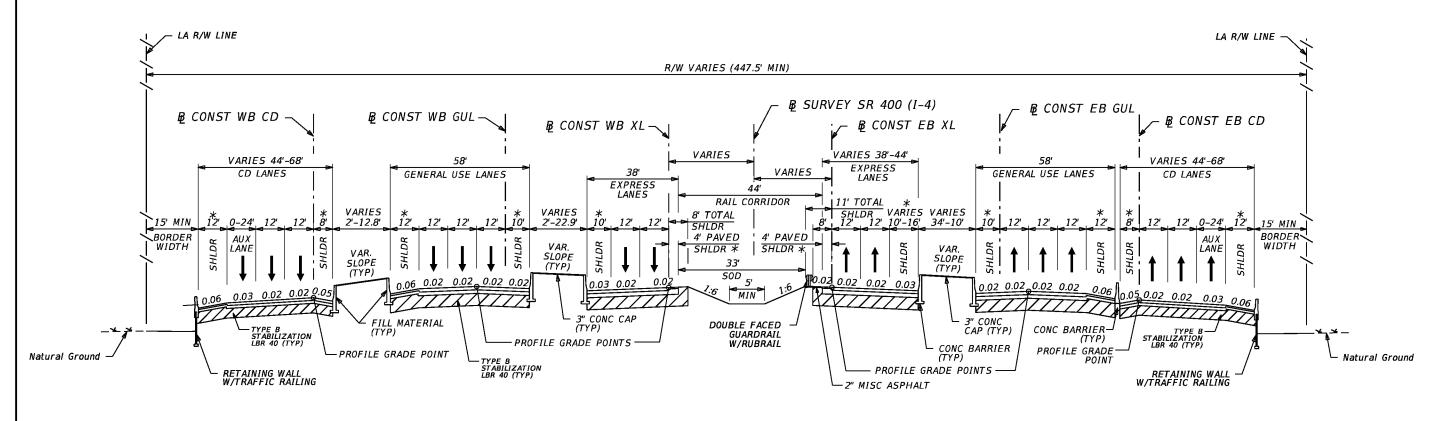
TBD (TBD) 1R

END PROJECT

M.P. 7.881

STA. 1645+73.44

& CONST. I-4 EB XL



### TYPICAL SECTION #3 B CONST EB XL (I-4) STA. 1429+95.00 to STA. 1484+32.00

### NEW CONSTRUCTION GUL

OPTIONAL BASE GROUP 12 WITH TYPE SP STRUCTURAL COURSE (TRAFFIC E) (4") AND TYPE SP STRUCTURAL COURSE (TRAFFIC E) (2") (PG 76-22) IN TOP LAYERS AND FRICTION COURSE FC-5 (3/4") (PG 76-22)

### SHOULDER PAVEMENT GUL

OPTIONAL BASE GROUP 05 WITH TYPE SP STRUCTURAL COURSE (TRAFFIC C) (3")

### NEW CONSTRUCTION XL

OPTIONAL BASE GROUP 11 WITH TYPE SP STRUCTURAL COURSE (TRAFFIC D) (3") AND TYPE SP STRUCTURAL COURSE (TRAFFIC D) (2") (PG 76-22) IN TOP LAYER AND FRICTION COURSE FC-5 (3/4") (PG 76-22)

### SHOULDER PAVEMENT XL

OPTIONAL BASE GROUP 03 WITH TYPE SP STRUCTURAL COURSE (TRAFFIC C) (3")

### NEW CONSTRUCTION CD

OPTIONAL BASE GROUP 12 WITH TYPE SP STRUCTURAL COURSE (TRAFFIC D) (2") AND TYPE SP STRUCTURAL COURSE (TRAFFIC D) (2") (PG 76-22) IN TOP LAYER AND FRICTION COURSE FC-5 (3/4") (PG 76-22)

### SHOULDER PAVEMENT CD

OPTIONAL BASE GROUP 05 WITH TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")

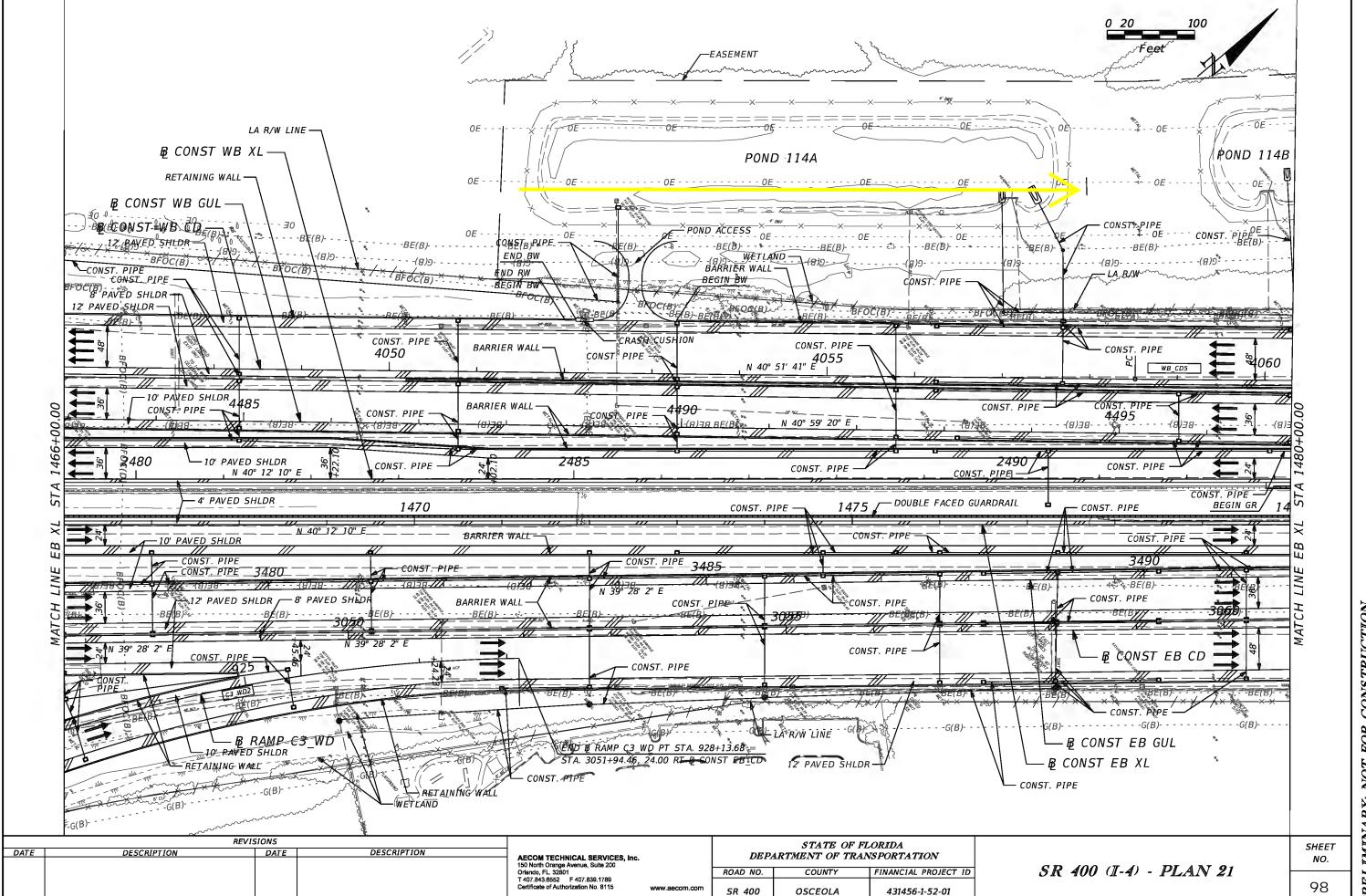
### TRAFFIC DATA GUL

ESTIMATED OPENING YEAR = 2020 AADT = 142,000 ESTIMATED DESIGN YEAR = 2040 AADT = 187,600 K = 7.4% D = 50% T = 16.3% (24 HOUR) DESIGN HOUR T = 8.15%DESIGN SPEED = 70 MPH

\* WITH GROUND-IN RUMBLE STRIPS

REVISIONS						STATE OF FL	ORIDA	<i></i>	
DATE	DESCRIPTION	DATE	DESCRIPTION	AECOM TECHNICAL SERVICES, Inc.		DEP	ARTMENT OF TRAN		i
				150 North Orange Avenue, Suite 200		2277	111111111111111111111111111111111111111		i
				Orlando, FL. 32801		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	i
				T 407.843.6552 F 407.839.1789  Certificate of Authorization No. 8115	www.aecom.com	SR 400	OSCEOLA	431456-1-52-01	

SR 400 (I-4) TYPICAL SECTION SHEET NO. 44



FOR CONSTRUCTION

### Project Scheduling (PSM) for Project 431456-1 (SR 400 (I-4) WEST OF CR 532 TO EAST OF CR 522 (OSCEOLA PARKWAY)

Activity	Description	Person Responsible	Start Date	Finish Date	Remaining	Total
			(A is Actual)	(A is Actual)	Days	Float
107840000	Final Selection Posting	CHACON		6/10/2024		5
462010000	Posting Date of Qualified and Responsive Firms	CHACON		4/22/2024		5
164005PRE	PREPARE SCOPE OF SERVICES	ISAAC	5/8/2014 A	6/18/2014 A		
164010PRE	STAGE I SCOPE REVIEW	ISAAC	6/19/2014 A	7/16/2014 A		
230130PRE	STAGE II SCOPE EVAL MTG.	ISAAC	8/4/2014 A	8/4/2014 A		
231010PRE	SUBMIT CONSULTANT PKG. TO PSU - LINE & GRADE	ISAAC	8/15/2014 A	8/15/2014 A		
231015PRE	ADVERTISE CONSULTANT LINE & GRADE CONTRACT	ISAAC	8/25/2014 A	8/25/2014 A		
230140PRE	STAGE III SCOPE EVAL. MTG	ISAAC	10/17/2014 A	10/17/2014 A		
900020PRE	FINALIZE SCOPE/PRELIMINARY UNITS MEETING	ISAAC	1/20/2015 A	1/20/2015 A		
233010PRE	P.E. CONTRACT EXECUTED - LINE & GRADE (MAY 2015 FY15	PROF.SVC.	3/13/2015 A	3/13/2015 A		
	LOCKDOW					
250010PRE	P.E. BEGIN - SURVEY	ISAAC	3/13/2015 A	3/13/2015 A		
106210PRE	SURVEY ALIGNMENT PH I MAINLINE	CHENEY	3/16/2015 A	7/21/2015 A		
106010PRE	DESIGN SURVEY - PH I	Campanile	3/16/2015 A	11/20/2015 A		
900010PRE	FINALIZE SCOPE / BUILD SCHEDULE	HAO	3/16/2015 A	10/2/2015 A		
170050PRE	PNC COORDINATES	CHENEY	3/16/2015 A	6/17/2015 A		
170010PRE	R/W SURVEY PH I	CHENEY	3/16/2015 A	7/31/2015 A		
170250PRE	PNC DATABASE	CHENEY	6/18/2015 A	7/15/2015 A		
325020PRE	TIITF DETERMINATION - REQD	CHENEY	7/1/2015 A	7/1/2015 A		
106310PRE	SURVEY ALIGNMENT REVIEW PH I	CHENEY	7/22/2015 A	7/31/2015 A		
304010PRE	CORING	KEEFE	9/15/2015 A	12/4/2015 A		
233040PRE	SA EXECUTED - DESIGN & MAPPING (FY16 LOCKDOWN SEPT	PROF.SVC.	9/21/2015 A			
	2015)					
424020PRE	RIGHT OF WAY KICKOFF MEETING	MCPHAIL	10/5/2015 A	10/5/2015 A		
106110PRE	MAINLINE DESIGN SURVEY DB SUBMITTAL - PH I	CHENEY	11/20/2015 A	11/20/2015 A		
298010PRE	R/W ESTIMATE - SCOPE	MCPHAIL	11/24/2015 A	12/22/2015 A		
313010PRE	Pavement Data Received	KEEFE	1/13/2016 A	1/13/2016 A		
113010PRE	LINE AND GRADE (PHASE I)	HAO	1/28/2016 A	3/10/2017 A		
250020PRE	P.E. BEGIN - DESIGN & MAPPING	НАО	1/28/2016 A			
106220PRE	DESIGN SURVEY - PH II	HAO	1/28/2016 A			
170020PRE	R/W SURVEY - PH II	CHENEY	1/28/2016 A			
367010PRE	EXCEPTIONS/VARIATIONS (Including Utility Design	HAO	2/1/2016 A			
	Alternatives			• •		
925040PRE	SURVEY ALIGNMENT PH II SIDESTREET	CHENEY	2/1/2016 A	3/1/2016 A		
109110PRE	DRAINAGE KICK-OFF MTG.	НАО	2/25/2016 A	2/25/2016 A		

145040PRE	Environmental Permit Coordination Meeting	HAO	2/25/2016 A	2/25/2016 A
925050PRE	SURVEY ALIGNMENT REVIEW PH II	CHENEY	3/2/2016 A	3/11/2016 A
925010PRE	POND NOTIFICATION LETTER- INITIAL (in PDE)	HAO	5/16/2016 A	5/16/2016 A
114010PRE	BRIDGE HYDRAULICS RECOMMENDATION	HAO	7/5/2016 A	3/29/2017 A
115010PRE	BRIDGE CONCEPT REPORT	HAO	7/5/2016 A	3/29/2017 A
170150PRE	30% R/W Control Survey Map	CHENEY	7/18/2016 A	9/12/2016 A
233050PRE	SA EXECUTED (FY17 LOCKDOWN AUG 2016)	PROF.SVC.	8/26/2016 A	8/26/2016 A
197010PRE	Pavement Design	ELMAGHRABY	8/31/2016 A	11/23/2016 A
315020PRE	30% R/W Control Survey Map Review	CHENEY	9/13/2016 A	10/10/2016 A
233060PRE	SA EXECUTED (FY17 LOCKDOWN AUG 2016) I(FUNDS	PROF.SVC.	10/4/2016 A	10/4/2016 A
	ENCUMBERED 8/26			
315120PRE	60% R/W Control Survey Map	CHENEY	10/11/2016 A	1/27/2017 A
271010PRE	DRAFT POND SITE MEMO	HAO	10/31/2016 A	1/23/2017 A
925020PRE	POND NOTIFICATION LETTER - SECOND	HAO	11/30/2016 A	11/30/2016 A
106230PRE	MAINLINE DESIGN SURVEY DB SUBMITTAL - PH II	CHENEY	1/2/2017 A	1/2/2017 A
271110PRE	REVIEW DRAFT POND SITE MEMO	HAO	1/23/2017 A	1/23/2017 A
271020PRE	FINAL POND SITE MEMO	HAO	1/24/2017 A	1/31/2017 A
315030PRE	60% R/W Control Survey Map Review *	CHENEY	1/30/2017 A	3/3/2017 A
133020PRE	GEOTECH FOUNDATIONS REPORT FOR BRIDGES	HAO	2/27/2017 A	1/12/2018 A
271120PRE	REVIEW FINAL POND SITE MEMO	HAO	2/28/2017 A	3/27/2017 A
271030PRE	SIGNED & SEALED POND SITE MEMO - NA	HAO	3/28/2017 A	3/28/2017 A
114020PRE	REVIEW BRIDGE HYDRAULICS RECOMMENDATION	HAO	3/30/2017 A	4/12/2017 A
311010PRE	REVIEW BRIDGE CONCEPT REPORT	STRUCTURES	3/30/2017 A	4/12/2017 A
925030PRE	POND NOTIFICATION LETTER - FINAL	HAO	3/31/2017 A	3/31/2017 A
315125PRE	60% R/W Control Survey Map - RESUBMITTAL	CHENEY	3/31/2017 A	5/30/2017 A
302005PRE	LINE & GRADE PLANS REVIEW	HAO	4/10/2017 A	6/15/2017 A
301010PRE	LINE & GRADE MEETING (PHASE I)	HAO	4/10/2017 A	4/10/2017 A
131010PRE	PHASE II SOILS REPORT (INITIAL)	MOSS	4/11/2017 A	8/31/2017 A
115030PRE	INCORP BRIDGE CONCEPT REVIEW COMMENTS	MOSS	4/13/2017 A	9/15/2017 A
133030PRE	30% GEOTECH FOUNDATIONS REPORT	HAO	4/13/2017 A	3/27/2018 A
114030PRE	INCORP BRIDGE HYDRAULIC RECOMM REVIEW COMMENTS	STRUCTURES	4/13/2017 A	8/11/2017 A
298030PRE	R/W ESTIMATE - LINE & GRADE COMPLETION	MCPHAIL	5/9/2017 A	5/9/2017 A
315035PRE	60% R/W Control Survey Map Review * RESUBMITTAL	CHENEY	5/31/2017 A	6/30/2017 A
367020PRE	Approved Exceptions/Variations and Submittal of Utility Desi	HAO	5/31/2017 A	5/31/2017 A
263020PRE	PROJECTED LDCA APPROVED FONSI on 432100-1	HAO	6/12/2017 A	6/12/2017 A
302025PRE	INCORPORATE COMMENTS - LINE & GRADE PLANS	MOSS	6/16/2017 A	8/24/2017 A
323010PRE	ENVIRONMENTAL CONSULTANT PH C2	PROD.MGT.	6/20/2017 A	6/20/2017 A
109010PRE	DRAINAGE DESIGN	HAO	6/27/2017 A	3/27/2018 A
113020PRE	Initial Plans (Phase II)	HAO	6/27/2017 A	3/27/2018 A
315140PRE	90% R/W Control Survey Map	CHENEY	7/3/2017 A	7/14/2017 A

315040PRE	90% R/W Control Survey Map Review	CHENEY	7/17/2017 A	7/24/2017 A	
138010PRE	30% R/W MAP (INCLUDES TOPO)	CHENEY	8/31/2017 A	11/27/2017 A	
146010PRE	TITLE SEARCH WORK	CHENEY	10/3/2017 A	11/16/2018 A	
197020PRE	CONSTRUCTABILITY AND MOT REVIEW MEETING	MOSS	10/12/2017 A	10/12/2017 A	
140010PRE	30% R/W MAP REVIEW	CHENEY	11/28/2017 A	1/26/2018 A	
900040PRE	INITIAL DESIGN TEAM MEETING	HAO	3/13/2018 A	3/13/2018 A	
260010PRE	TYPICAL SECTION APPROVED	HAO	3/23/2018 A	3/23/2018 A	
106020PRE	UPDATED DESIGN SURVEY DB SUBMITTAL	CHENEY	3/28/2018 A	3/28/2018 A	
114040PRE	SUBMIT FINAL S&S BRIDGE HYDRAULIC RECOMMENDATION	STRUCTURES	3/28/2018 A	3/28/2018 A	
307010PRE	SUBMIT FINAL S&S BRIDGE CONCEPT REPORT	STRUCTURES	3/28/2018 A	3/28/2018 A	
302010PRE	INITIAL PLANS REVIEW*	HAO	3/28/2018 A	4/27/2018 A	
133040PRE	60% GEOTECH FOUNDATIONS REPORT	HAO	3/29/2018 A	4/11/2018 A	
279010PRE	RAILROAD CLEAR MEMO	Mixon	4/2/2018 A	4/2/2018 A	
267010PRE	RAILROAD CONTACT (N/A)	Mixon	4/2/2018 A	4/2/2018 A	
133050PRE	90% GEOTECH FOUNDATIONS REPORT	HAO	4/26/2018 A	8/30/2018 A	
302040PRE	Incorporate Initial Plans (Phase II) Review Comments	HAO	4/30/2018 A	7/23/2018 A	
351010PRE	AUTHORIZE PH 43 RW PURCHASE FY 18	LYNCH	5/21/2018 A	5/21/2018 A	
359010PRE	CONFIRM LOCAL SUPPORT FOR INITIAL PLANS	HAO	5/21/2018 A	5/21/2018 A	
238020PRE	PHASE II EVALUATION OF CONSULTANT	HAO	5/31/2018 A	7/27/2018 A	
424010PRE	R/W DESIGN SUPPORT FIELD REVIEW	MCPHAIL	6/4/2018 A	6/4/2018 A	
900090PRE	PRE-PARCEL REVIEW MTG	HAO	6/11/2018 A	6/11/2018 A	
145010PRE	Environmental Permit Application Process	HAO	6/12/2018 A	7/23/2018 A	
272010PRE	Environmental Permit Agency Review	HAO	7/24/2018 A	11/22/2019 A	
138030PRE	R/W IMPACT REVISIONS	HAO	7/24/2018 A	8/6/2018 A	
131020PRE	PHASE III SOILS REPORT - NA	HAO	7/24/2018 A	8/30/2018 A	
139010PRE	60% R/W MAP	CHENEY	8/7/2018 A	11/15/2018 A	
322020PRE	Final R/W Requirements and LOC TO S & M	HAO	8/27/2018 A	8/27/2018 A	
900050PRE	60% MAPPING TEAM MEETING (PARCEL BY PARCEL)	HAO	8/28/2018 A	8/28/2018 A	
133060PRE	SIGNED & SEALED GEOTECH FOUNDATIONS REPORT	HAO	10/31/2018 A	10/31/2018 A	
131030PRE	SIGNED & SEALED SOILS REPORT	HAO	10/31/2018 A	10/31/2018 A	
140020PRE	60% R/W MAP REVIEW	CHENEY	11/19/2018 A	12/19/2018 A	
298060PRE	R/W ESTIMATE - INITIAL PLANS COMPLETION	MCPHAIL	12/7/2018 A	12/20/2018 A	
146110PRE	TITLE SEARCH UPDATE	CHENEY	12/17/2018 A	1/25/2019 A	
325010PRE	PREPARE TIITF PACKAGE (REQUIRED)	CHENEY	12/17/2018 A	5/10/2019 A	
139020PRE	90% R/W MAP*	CHENEY	12/20/2018 A	5/20/2019 A	
264030PRE	UTILITY CONTACT (FOR DB)	NESTER	4/19/2019 A	8/21/2020 A	
352020PRE	AUTHORIZE PH 45 RW RELOCATION FY 19	ADKINS	4/22/2019 A	4/22/2019 A	
351020PRE	AUTHORIZE PH 43 RW PURCHASE FY 19	ADKINS	4/22/2019 A	4/22/2019 A	
315050PRE	R/W Control Survey Map Complete	CHENEY	4/30/2019 A	4/30/2019 A	
140030PRE	90% R/W MAP REVIEW	CHENEY	5/21/2019 A	7/2/2019 A	

349030PRE	AUTH/ENC PH 4B RW CONTRACT FY 20	ADKINS	6/17/2019 A	6/17/2019 A		
933070PRE	Funds Removed (potential Brightline impacts)*	PROF.SVC.	7/1/2019 A	7/1/2019 A		
139030PRE	100% R/W MAP	CHENEY	7/4/2019 A	7/24/2019 A		
140040PRE	100% R/W MAP REVIEW	CHENEY	7/25/2019 A	9/2/2019 A		
852010PRE	ENCUMBER PH 36 UTILITY FUNDS	NESTER	8/12/2019 A	8/12/2019 A		
106040PRE	CERTIFIED DESIGN SURVEY DELIVERABLES	CHENEY	8/15/2019 A	8/15/2019 A		
157010PRE	R/W MAP COMPLETE*	CHENEY	11/11/2019 A	11/11/2019 A		
344010PRE	ADV ACQ NEGOTIATION	DALLHOFF	11/12/2019 A	11/12/2019 A		
342010PRE	ADV ACQ CONTRACT & APPRAISAL	ADKINS	11/12/2019 A	11/12/2019 A		
343010PRE	ADV ACQ APPRAISAL REVIEW	ADKINS	11/12/2019 A	11/12/2019 A		
121020PRE	AUTHORIZE PH 41 RW IN-HOUSE FY 20	ADKINS	11/13/2019 A	11/13/2019 A		
201010PRE	SUBMIT INITIAL PLANS	HAO	1/7/2020 A	1/7/2020 A		
359050PRE	INITIAL ANNUAL LOCAL AGENCY CONTACT	HAO	1/8/2020 A	1/8/2020 A		
340010PRE	ADV ACQ DOCUMENTS TO R/W*	CHENEY	2/4/2020 A	2/4/2020 A		
264040PRE	DISTRICT UTILITY REVIEW (FOR DB)	NESTER	8/31/2020 A	8/31/2020 A		
163510PRE	Off System Agreement Developed	LOCAL AGREE	9/1/2020 A	9/28/2020 A		
163520PRE	Submit Off System Agreement to Local Agency for Appprov	al LOCAL AGREE	9/29/2020 A	9/29/2020 A		
163530PRE	RCID Agreement Executed	LOCAL AGREE	9/30/2020 A	6/30/2021 A		
144010PRE	INSTRUMENT PREP*	CHENEY	11/12/2020 A	1/6/2021 A		
120010A00	Appraisals Released Parcels as of 7-1-23	ADKINS	1/2/2023 A	1/31/2024	23	141
351023PRE	AUTHORIZE PH 43 RW PURCHASE FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
352023PRE	AUTHORIZE PH 45 RW RELOCATION FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
121023PRE	AUTHORIZE PH 41 RW IN-HOUSE FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
349023PRE	AUTH/ENC PH 4B RW CONTRACT FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
127023PRE	AUTHORIZE PH 42 ROW CONSULT CONTR EXECUT FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
121010A00	Negotiation Released Parcels as of 7-1-23	DALLHOFF	4/24/2023 A	8/15/2024	164	216
143010A00	Appraisal Review Released Parcels as of 7-1-23	ADKINS	5/29/2023 A	5/23/2024	104	90
264005000	Prepare Concept Plans	CHACON	6/13/2023 A	7/31/2023 A		
950005000	Develop Program Delivery Alternatives	CHACON	6/13/2023 A	1/17/2024	13	3
250PHDB00	Program Leadership Team Begins Work	CHACON	6/13/2023 A	6/13/2023 A		
107010000	Prepare and Submit 1st Draft RFQ	CHACON	6/13/2023 A	8/28/2023 A		
162010000	Complete Interim SIMR Draft	CHACON	6/14/2023 A	7/18/2023 A		
162020000	FDOT Concurrent (D5 CO TPK) Review Interim SIMR	CHACON	7/19/2023 A	8/1/2023 A		
991585000	Develop Pre-Let OPCC	CHACON	7/27/2023 A	11/21/2023 A		
364020000	FDOT Review Concept Design	CHACON	7/31/2023 A	8/31/2023 A		
364010000	Submit Concept Design for FDOT Review	CHACON	7/31/2023 A	7/31/2023 A		
364060000	Utility Coordination & Analysis	CHACON	7/31/2023 A	1/10/2024	8	8
162030000	Incorporate FDOT Comments and Prepare Full SIMR	CHACON	8/2/2023 A	1/19/2024	15	19
299010000	Develop CCEI Scope of Services	CHACON	8/15/2023 A	10/23/2023 A		
991145000	Prepare PMP	CHACON	8/21/2023 A	3/15/2024	55	340

107020000	FDOT Review 1st Draft RFQ	CHACON	8/29/2023 A	9/25/2023 A		
364030000	Incorporate FDOT Comments and Cost Savings Plan (Concept	CHACON	8/31/2023 A	1/5/2024	5	
	Pla					
365005000	Industry Forum Kickoff Meeting	CHACON	9/22/2023 A	9/22/2023 A		
365020000	Prepare Agenda for Industry Forum	CHACON	9/25/2023 A	11/17/2023 A		
107050000	Prepare and Submit Draft Final RFQ	CHACON	9/26/2023 A	1/17/2024	13	3
991515000	Prepare SEP 14 Request Letter	CHACON	9/26/2023 A	12/14/2023 A		
950010000	Legislative Budget Approval	CHACON	9/27/2023 A	9/27/2023 A		
991250000	Funds Programmed	CHACON	9/27/2023 A	9/27/2023 A		
991065000	Prepare Estimates for CO Financial Plan	CHACON	9/28/2023 A	3/15/2024	55	271
164010000	Stage I Scope Review	CHACON	10/24/2023 A	1/1/2024		37
365010000	Secure Venue for Industry Forum - in FTBA	CHACON	10/31/2023 A	11/13/2023 A		
450010000	Prepare TIP/STIP Amendment	CHACON	10/31/2023 A	12/14/2023 A		
157010B00	R/W Map Complete Unreleased Parcels as of 7-1-2023	CHENEY	11/6/2023 A	11/6/2023 A		
144010B00	Instrument Prep Unreleased Parcels as of 7-1-2023	CHENEY	11/7/2023 A	11/27/2023 A		
365030000	Prepare Presentation/Display Material	CHACON	11/20/2023 A	1/26/2024	20	17
991518000	Submit SEP 14 Request Letter to Central Office	CHACON	12/14/2023 A	12/14/2023 A		
450020000	TIP/STIP Approval	CHACON	12/15/2023 A	2/14/2024	33	43
991005000	Schedule Risk Analysis - Verify Funding	CHACON	1/1/2024	1/5/2024	5	149
991535000	FHWA Review SEP 14 Request	CHACON	1/4/2024	1/31/2024	20	5
991525000	Submit SEP 14 Request Letter to FHWA	CHACON	1/4/2024	1/4/2024	1	5
231010000	Planned Ad in D1	CHACON	1/5/2024	1/5/2024	1	33
991405000	Base Cost Meeting - Pre-Construction	CHACON	1/8/2024	1/8/2024	1	175
365040000	Presentation/Display Material FDOT Review	CHACON	1/8/2024	1/26/2024	15	17
364035000	Geotechnical Data Collection and Analysis	CHACON	1/8/2024	3/29/2024	60	140
268010B00	Documents to R/W Unreleased Parcels as of 7-1-2023	CHENEY	1/8/2024	1/8/2024	1	675
364040000	FDOT Review Final Concept Design - Interactive	CHACON	1/8/2024	1/17/2024	8	
349010B00	PH 4B ROW Service Contract Exec Unreleased Parcels as of 7-	ADKINS	1/9/2024	1/9/2024	1	724
	1					
	Appraisal Contract Unreleased Parcels as of 7-1-2023	ADKINS	1/9/2024	3/18/2024	50	675
	Schedule Risk Analysis - Pre-Construction	CHACON	1/9/2024	1/15/2024	5	175
	Advertise Industry Forum	CHACON	1/12/2024	1/12/2024	1	9
	FDOT Approval of Concept Design	CHACON	1/17/2024	1/17/2024	1	
107060000	FHWA Review RFQ	CHACON	1/18/2024	2/14/2024	20	3
145010NEP	Develop Permits for Concept Plans	CHACON	1/18/2024	5/8/2024	80	
162040000	FDOT Concurrent (D5 CO TPK) Review Full SIMR	CHACON	1/22/2024	2/2/2024	10	19
	Prepare NEPA Reevaluation for Planning Consistency	CHACON	1/25/2024	2/14/2024	15	43
	Address FHWA Comments - SEP 14 Request	CHACON	2/1/2024	2/14/2024	10	5
162050000	Incorporate FDOT Comments and Finalize Full SIMR	CHACON	2/5/2024	2/16/2024	10	19
365060000	Hold Industry Forum - in FTBA	CHACON	2/9/2024	2/9/2024	1	8

991555000	Resubmit SEP 14 Request Letter to FHWA	CHACON	2/14/2024	2/14/2024	1	5
107070000	Incorporate FHWA Comments - Final RFQ	CHACON	2/15/2024		10	3
	FHWA Final Review and Approval of SEP 14 Request	CHACON	2/15/2024	3/13/2024	20	5
	Submit NEPA Reevaluation for Planning Consistency to OEM		2/15/2024		1	43
	OEM Review of NEPA Reevaluation for Planning Consistency	CHACON	2/16/2024	3/14/2024	20	43
	PRE-NEPA CSRA	CHACON	2/19/2024	2/20/2024	20	149
	FDOT Review and Submit Full SIMR to FHWA	CHACON	2/19/2024	3/1/2024	10	149
991385000	Pre-Construction CSRA	CHACON	2/19/2024	3/1/2024	20	149
232010000	Advertisement Post in D1	PROF.SVC.	3/1/2024	3/1/2024	1	143
	Planned Ad Approved	CHACON	3/4/2024		1	
	FHWA Review SIMR	CHACON	3/4/2024		65	19
	FHWA Authorization Approval for Ad	CHACON	3/13/2024		1	
	Advertisement with Final RFQ	CHACON	3/13/2024	3/14/2024	1	
991205000	Submit PMP to FDOT for Review	CHACON	3/15/2024		1	340
	Address OEM Comments - NEPA Reevaluation for Planning	CHACON	3/15/2024			43
741030000	Consis	CHACON	3/13/2024	3/21/2024	5	43
991215000	FDOT Review of PMP	CHACON	3/18/2024	3/29/2024	10	340
	Submit Estimates to CO	CHACON	3/18/2024		10	271
	CO Review Estimates for Financial Plan	CHACON	3/19/2024	3/19/2024	1	271
	Appraisals Unreleased Parcels as of 7-1-2023	ADKINS	3/19/2024	9/30/2024	140	715
991115000	Incorporate CO Comments into Estimates	CHACON	3/20/2024	3/20/2024	140	271
991135000	Resubmit Estimates to CO	CHACON	3/20/2024	3/20/2024	1	271
991125000	CO Program Funding for Financial Plan	CHACON	3/22/2024		20	271
	Resubmit Reevaluation for Planning Consistency to OEM	CHACON	3/22/2024	3/22/2024	1	43
	OEM Final Review of NEPA Planning Consistency	CHACON	3/25/2024	4/19/2024	20	43
991225000	Incorporate District Comments into PMP	CHACON	4/1/2024	4/12/2024	10	340
	Submit PMP to CO	CHACON	4/12/2024	4/12/2024	10	340
	CO Review PMP	CHACON	4/15/2024	4/26/2024	10	340
459010000	Letters of Response Due	CHACON	4/15/2024		1	5.0
107800000	Responsive Determination Due to Selection Committee	CHACON	4/17/2024	4/17/2024	1	5
	Prepare FHWA Initial Financial Plan	CHACON	4/19/2024	6/27/2024	50	271
	AUTHORIZE PH 43 RW PURCHASE FY 24	Bracken	4/22/2024	4/22/2024	1	
	Selection Committee Confirms Responsive Proposer List	CHACON	4/22/2024		1	5
	(Publi		.,,	,,,,		_
741080000	Director Approval of NEPA Document for Planning	CHACON	4/22/2024	4/26/2024	5	43
	Consistency		, ,	, ,		
991175000	Incorporate CO Comments into PMP	CHACON	4/29/2024	5/3/2024	5	340
	Resubmit PMP to CO	CHACON	5/3/2024		1	340
	CO Final Review PMP	CHACON	5/6/2024	5/15/2024	8	340
	Final Selection Meeting in D1	PROF.SVC.	5/7/2024		1	35

900020000	Finalize Scope of Services in D1	CHACON	5/8/2024	5/14/2024	5	35
272010NEP	File Permits - Concept Plans	CHACON	5/9/2024	5/9/2024	1	
145020NEP	Agency Review Permits - Concept Plans	CHACON	5/10/2024	6/6/2024	20	
164030000	Negotiate Staffhours in D1	CHACON	5/15/2024	6/11/2024	20	35
991305000	Submit PMP to FHWA	CHACON	5/15/2024	5/15/2024	1	340
107788000	Presentation with Questions and Answers	CHACON	5/15/2024	5/15/2024	1	5
991315000	FHWA Review PMP	CHACON	5/16/2024	6/5/2024	15	340
107770PDB	Grades Due to PSU (Sealed)	CHACON	5/31/2024	5/31/2024	1	5
162080000	Final SIMR Approval	CHACON	6/3/2024	6/14/2024	10	19
991325000	Incorporate FHWA Comments into PMP	CHACON	6/6/2024	6/10/2024	3	340
145030NEP	Coordinate Responses to RAIs	CHACON	6/7/2024	10/10/2024	90	
107283PDB	Selection Committee Approves Winner (Public)	CHACON	6/10/2024	6/10/2024	1	5
255010PDB	Design Build R/W Certified	ADKINS	6/10/2024	6/10/2024	1	5
991505000	Signature by District Secretary - PMP	CHACON	6/11/2024	6/11/2024	1	340
991335000	Resubmit PMP to FHWA	CHACON	6/11/2024	6/11/2024	1	340
991345000	FHWA Final Review PMP	CHACON	6/12/2024	6/18/2024	5	340
741220000	Prepare NEPA Design Change Reevaluation	CHACON	6/17/2024	7/5/2024	15	19
143010B00	Appraisal Review Unreleased Parcels as of 7-1-2023	ADKINS	6/18/2024	11/25/2024	115	715
991355000	Signature by FHWA Division Administrator - PMP	CHACON	6/18/2024	6/18/2024	1	340
107890000	FHWA Concurrence to Award	CHACON	6/20/2024	6/20/2024	1	5
991365000	CO Review Initial Financial Plan	CHACON	6/28/2024	7/11/2024	10	271
107900000	Anticipated Award Date	PROF.SVC.	7/5/2024	7/5/2024	1	30
991575000	Planning Phase Scope of Services & Staff Hour Negotiations	PROF.SVC.	7/8/2024	8/30/2024	40	30
741230000	Submit NEPA Design Change Reevaluation to OEM	CHACON	7/8/2024	7/8/2024	1	19
741240000	OEM Review of NEPA Reevaluation for Design Changes	CHACON	7/9/2024	8/5/2024	20	19
991015000	Submit Initial Financial Plan to FHWA	CHACON	7/12/2024	7/12/2024	1	271
990985000	FHWA Review Initial Financial Plan	CHACON	7/15/2024	8/9/2024	20	271
240010A00	Complete Suit Data Released Parcels as of 7-1-23	DALLHOFF	7/26/2024	7/26/2024	1	90
203010000	Execute CEI Contract in D1	CHACON	7/31/2024	7/31/2024	1	
741250000	Address OEM Comments - NEPA Reevaluation for Design	CHACON	8/6/2024	8/12/2024	5	19
	Changes					
991025000	Incorporate FHWA into Initial Financial Plan	CHACON	8/12/2024	8/23/2024	10	271
741260000	Resubmit Design Change Reevaluation to OEM	CHACON	8/13/2024	8/13/2024	1	19
741270000	OEM Final Review of NEPA Design Changes	CHACON	8/14/2024	9/10/2024	20	19
991035000	Resubmit Initial Financial Plan to FHWA	CHACON	8/26/2024	8/26/2024	1	271
991045000	FHWA Final Review Initial Financial Plan	CHACON	8/27/2024	9/23/2024	20	271
741280000	Director Approval of NEPA Document	CHACON	9/11/2024	9/17/2024	5	19
991375000	Signature by Asst Secretary of Finance - Initial Finance Pla	CHACON	9/24/2024	9/30/2024	5	271
991055000	Recieve FHWA Approval of Initial Financial Plan	CHACON	9/30/2024	9/30/2024	1	271
121010B00	Negotiation Unreleased Parcels as of 7-1-2023	DALLHOFF	10/1/2024	7/7/2025	200	675

222010NEP	Approved Permits	CHACON	10/11/2024	10/11/2024	1	
284010000	Anticipated Execution Phase Design Build	PROF.SVC.	10/14/2024	10/14/2024	1	
250312000	NTP PDB Contract	CHACON	10/15/2024	10/15/2024	1	
210312000	DB Firm Prepares Planning Phase Deliverables	CHACON	10/16/2024	10/14/2025	260	
351025PRE	AUTHORIZE PH 43 RW PURCHASE FY 25	Bracken	11/4/2024	11/4/2024	1	
273010A00	Final R/W Order of Taking Released Parcels as of 7-1-23	DALLHOFF	2/10/2025	2/10/2025	1	90
240010B00	Complete Suit Data Unreleased Parcels as of 7-1-2023	DALLHOFF	2/18/2025	2/18/2025	1	675
129010A00	Relocation Work Released Parcels as of 7-1-23	ADKINS	4/28/2025	4/28/2025	1	90
125010A00	R/W Demo & Clear Work Released Parcels as of 7-1-23	DALLHOFF	4/29/2025	6/9/2025	30	90
255010A00	DB R/W Certified Released Parcels as of 7-1-23	ADKINS	6/10/2025	6/10/2025	1	90
273010B00	Final R/W Order of Taking Unreleased Parcels as of 7-1-2023	DALLHOFF	9/3/2025	9/3/2025	1	675
312010000	Begin Construction	CHACON	10/15/2025	10/15/2025	1	
129010B00	Relocation Work Unreleased Parcels as of 7-1-2023	ADKINS	11/19/2025	11/19/2025	1	675
125010B00	R/W Demo & Clear Work Unreleased Parcels as of 7-1-2023	DALLHOFF	11/20/2025	12/31/2025	30	675
255010B00	R/W Certified Unreleased Parcels as of 7-1-2023	ADKINS	1/1/2026	1/1/2026	1	675
203075000	Final Monumentation Underway - Unfunded	Campanile	2/3/2028	2/3/2028	1	
300230000	Monumentation Map Recorded	Campanile	7/21/2028	8/3/2028	10	

American Acquisition Group, LLC 711 N. Sherrill St., Ste B Tampa, FL 33609-1109

8369

1834

6000

1670

7022

Coral Springs, FL 33071 Domestic Return Receipt PS Form 3811, July 2020 PSN 7530-02-000-9053 (OVET \$500) 7022 1670 0003 1834 8369 ☐ Insured Mail Restricted Delivery lisM beruenl □ 2. Article Number (Transfer from service label) ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Collect on Delivery 9290 9402 9969 1225 8857 69 Pegistered Mail™

☐ Registered Mail Restricted
☐ Pelivery
☐ Signature Confirmation™ □ Adult Signature
□ Adult Signature Restricted Delivery
□ Certified Mail®
□ Certified Mail Restricted Delivery ☐ Priority Mail Express® Service Type Coral Springs, FL 33071 210 N. University Dr., Ste 702 Enterprise Community Development District ON enter delivery address below; I le delivery address different from item 1? □ Yes 1. Article Addressed to: or on the front if space permits, Attach this card to the back of the mailpiece, C. Date of Delivery B, Received by (Printed Name) so that we can return the card to you. eesserbbA □ X Print your name and address on the reverse □ Agent ■ Complete items 1, 2, and 3. A. Signature SENDER: COMPLETE THIS SECTION COMPLETE THIS SECTION ON DELIVERY

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT 8369 1834 Certified Mail Fee Extra Services & Fees (check box, add fee as appropriate) Return Receipt (hardcopy) Return Receipt (electronic) Postmark Certified Mail Restricted Delivery Here Adult Signature Required Adult Signature Restricted Deliver 1670 Total Postage and Fees NTO SA 400 P.815 7022 Enterprise Community Development District 210 N. University Dr., Ste 702

Enterprise Community Development District 210 N. University Dr., Ste 702 Coral Springs, FL 33071



Katrina S. Scarborough, CFA, CCF, MCF Osceola County Property Appraiser www.property-appraiser.org Osceola County Government Center 2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744 Ph: (407) 742-5000 Fax: (407) 742-4900

### Parcel: 13-25-27-0000-0034-0000



Owner Information						
Owner Name	ENTERPRISE CDD					
Mailing Address	210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071					
<b>Physical Address</b>	WORLD DR, KISSIMMEE FL 34747					
Description	VACANT COMMERCIAL					
Tax District	300 - OSCEOLA COUNTY					

	The Control of the Co		
Tax Values			
Current Values		Certified Values	
	orking appraised values as of ect to change prior to certification	Certified Value represe the tax roll as of 10/05/	nts certified values that appeared on 2022
Land	\$2	Land	\$2
AG Benefit	\$0	AG Benefit	\$0
Extra Features	\$0	Extra Features	\$0
Buildings	\$0	Buildings	\$0
Appraised(just)	\$2	Appraised(just)	\$2
Assessed(estimated)	\$2	Assessed*	\$2
Exemption(estimated)	\$0	Exemption	\$0
Taxable(estimated)	\$2	Taxable	\$2
* Assessed Values Reflect Classification and/or the Sa	Adjustments for Agricultural ave Our Homes Cap	* Assessed Values Ref Classification and/or th	lect Adjustments for Agricultural ne Save Our Homes Cap

Sales Information				
Seq	ORB-Pg	Price	Date	Deed Type
0	1642-1228	\$0	1999-03-31	QC

and Information - Total Acreage: 3.20					
Land Description	Units	Depth	Land Type	Land Value	
SUBMERGED LAND	3.20	0.00	AC	\$300	

### Legal Description

Legal Description

COM AT NW COR OF NE 1/4, S 1819.14 FT TO POB; N 37 DEG E 445.70 FT, S 52 DEG E 286.19 FT, S 39 DEG W 512.03 FT, N 51 DEG W 262.68 FT, N 37 DEG E 59.3 FT TO POB

### **OWNER NOTIFICATION (11/9/23)**

DELIVER WITHIN 30 DAYS OF RECEIVING AGENT FILE OR A TIME FRAME DECIDED BY TEAM.

- Verify on County Tax Collector website that the <u>ad-valorem address</u> has not changed since documents were done. Please note: AdValorem address includes the c/o or Attn listed on the AdValorem address. (If name changed please order title update from D5-Title and give back to Michelle for documents to be revised)
- If title is more than 3 months old, request a title update from D5-Title prior to delivering notice.
- Ensure the name on the notice to owner matches what's on the .1 document (or flagsheet if documents are not in SharePoint. If no flag sheet, when you request update, ask D5-Title to provide the correct owner name on the update).

### **NOTIFICATION IN PERSON**

X Notice to Owner - 2 notices should be presented to the owner. (Please ask the owner to sign both, bring back 1 signed notice for the files). Please note: NOTICE MUST BE MADE TO AN OFFICER. (OWNER NOTIFICATION IS TO BE MADE AND ADDRESSED TO PERSON/ENTITY ON CONVEYANCE INSTRUMENT USING THE ADDRESS FROM AD-VALOREM TAX ROLE. IF A CORPORATION, NOTICE MUST BE MADE TO AN OFFICER. Please note: AdValorem address includes the c/o or Attn listed on the AdValorem address. }

- X Questionnaire
- X Request for Tax ID
- X Right of way map
- X Legal description
- X Acquisition Pamphlet
- X Florida Statute 73.015 Presuit Negotiation

If	a١	/ai	ila	h	le

- \_\_\_\_Aerial photographs if available
- X Construction plan sheets showing the acquisition area, if available
- X Project schedules, if available

### OWNER INTERVIEW/PRESENTATION

- Discuss Project and parcel information
- Get business/tenant/relocation information for all interests on the parent tract.
- \_\_\_\_Obtain copies of leases for any tenants on property.
- \_\_\_\_\_Verify title and open interests with owner (If owner is married & lives on property, obtain spouse's name to add to deed).
- \_\_\_\_If owner is trust. Ask for trust documents, send to D5-Title.
- \_\_\_\_If multiple member LLC, ask who will be authorized to sign agreement/conveyance document. May need documentation
- \_\_\_\_If there is a mortgage, **you must ask the owner who they are making their payments to**. If it is different than what it on the Flag Sheet/title work, get the information from the owner and notify D5-Title.

### **IF MAILAWAY**

- Need written authorization from administrator to mail a notice within the district unless, you have a request in writing by the owner or their attorney to mail the Notice. Authorization to mail notice is not needed for consultant firms. Include self-addressed stamped envelope in all packages.
- ✓ Prepare cover letter and list every document included in the package, including self-addressed envelope.
- \_\_\_\_\_Notice to Owner: OWNER NOTIFICATION IS TO BE MADE AND ADDRESSED TO THE PERSON/ENTITY ON CONVEYANCE INSTRUMENT USING THE ADDRESS FROM AD-VALOREM TAX ROLE. IF OWNER IS A CORPORATION, NOTICE MUST BE MADE ATTN TO an officer. Please note: Tax Ad Valorem address includes the c/o or Attn listed on the Ad Valorem address. Send two notice to owner letters. The owner should sign both, keep one and return one. (CC: Attorney (if there is one), and/or a different address owner may want a copy sent)
- V\_Notice to owner (Date front page/Sign Second Page/Fill in on bottom "Sent Certified Mail")
- \_\_\_\_\_ Include in package and list on cover letter (same as in-person list above)
- In RWMS, input under notices: "certified mail" change to sent, and date in RWMS.
- Copy and Paste cover letter in Contacts in RWMS.
- \_\_\_\_\_When delivery confirmation is returned, update notice status: change to delivered and date. Delivered Date will be
  the date the package was signed for.

### AFTER NOTIFICATION

-RWMS

Input contact into RWMS. If notice was in person, remember to put in any information the owner gives you about

the property or how they feel shout the project
the property or how they feel about the project.
<ul> <li>In your RWMS contact, make sure you list all documents given to owner</li> </ul>
<ul> <li>Input under notices "hand delivered" and date in RWMS</li> </ul>
—Make sure the property tax ID is entered on the RWMS main parcel screen. There is a button on the bottom left "Folio ID" to enter the information.
<ul> <li>Enter delivery contact in RWMS that corresponds with delivered date of the notice.</li> </ul>
<ul> <li>Email D5-title section if property is vacant land and no adjacent homestead property. This will waive joinder of spouse. If owner has homestead property next to the vacant land, you must let D5-Title know. If residential/commercial obtain marital status of owner, if married supply D5-title section spouse's name. (If questionable please get with carol)</li> </ul>
<ul> <li>Request title update if given new information</li> </ul>
<ul> <li>Give any county/city open interest documents to liaisons for delivery, if applicable.</li> </ul>
<ul> <li>Order QCD and/or partial release of lease for all relocation interests, if applicable, including any unrecorded billboard leases/tenancies. You can find billboard owner information here (you will need the billboard tag #'s):     <a href="http://fdotewp1.dot.state.fl.us/Rightofway/">http://fdotewp1.dot.state.fl.us/Rightofway/</a> Please note: Consultant firms handles any ODA interests on their projects.</li> </ul>
- IF PARCEL HAS RELOCATION-GIVE QUESTIONNAIRES TO AMANDA TO PREPARE RELOCATION FOLDERS
<ul> <li>Residence: Provide a copy of completed household survey questionnaire (575-040-02) and property appraiser</li> <li>print-out</li> </ul>
Business: Provide a copy of the completed business survey questionnaire (575-040-01) with Sunbiz printout)  Start preparing RHP documentation, if applicable.
EXTERNAL SHAREPOINT

- Upload Notice to Owner in Owners Shared Folder. If mailed upload Notice, cover letter with tracking number and delivery confirmation as one document. Original to stay in agent's file.
- Start commitment sheet. If commitment sheet is not set up yet get with Dana English.
- Update Team Meeting spreadsheet.

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2023 **ESCROW CD MILLAGE CODE** PARCEL A CCOUNT NUMBER **ALT KEY EXEMPTION CODES** R132527-000000340000 1066229 300

\*\*See back for code description

ENTERPRISE CDD 210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071

WORLD DR

COM AT NW COR OF NE 1/4, S 1819.14 FT TO POB;

N 37 DEG E 445.70 FT,

See Additional Legal on Tax Roll

#### MAILING ADDRESS: PO BOX 422105 • KISSIMMEE, FL 34742-2105

MAILING ADDITEGO: 10 B						
TAXING AUTHORITY	AL	VALOREM MILL RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OSCEOLA CO	407-742-1800	6.7000	2	0	2	0.01
SAVE OSC MAN	407-742-1800	0.0949	2	0	2	0.00
EMER MED SRV	407-742-1800	1.0682	2	0	2	0.00
SCH STATE LW	407-870-4823	3.2560	2	0	2	0.01
SCH LOCAL BD						
CAPITAL OUTLAY	407-870-4823	1.5000	2	0	2	0.00
DISCRETIONARY	407-870-4823	0.7480	2	0	2	0.00
SFWMD EVERG	561-686-8800	0.0327	2	0	2	0.00
SO FL WATER	561-686-8800	0.0948	2	0	2	0.00
SFWMD OKEE	561-686-8800	0.1026	2	0	2	0.00
LIBRARY DIST	407-742-1800	0.3000	2	0	2	0.00
SAVE OSC DBT	407-742-1800	0.0677	2	0	2	0.00
	TOTAL MILLAGE	13.9649	AD VAL	OREM TAXES		\$0.02

	NON-AD VALO	DREM ASSESSMENTS	
LEVYING AUTHORITY		RATE	AMOUNT
Enterprise CDD	954-603-0034	Varies	0.00
Fire Exempt Commmon Area Prop	407-742-1800		0.00

\$0.00 NON-AD VALOREM ASSESSMENTS **COMBINED TAXES AND ASSESSMENTS** \$0.02

If Postmarked By Nov 30, 2023 \$0.00 Please Pay

BRUCE VICKERS, CFC, CFBTO, ELC.
OSCEOLA COUNTY TAX COLLECTOR 407-742-4000 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2023 If Postmarked By Nov 30, 2023 Please Pay \$0.00

MUST BE PAID IN U.S. FUNDS THROUGH A U.S. BANK (NO POST DATED CHECKS) TO BRUCE VICKERS, TAX COLLECTOR • PO BOX 422105 • KISSIMMEE, FL 34742

ENTERPRISE CDD 210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071



\*\*See back for code description

PARCEL A CCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R132527-000000340000		1066229		300



January 26, 2024

### Certified Mail No. 7022 1670 0003 1834 8390

Enterprise Community Development District, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes 210 N. University Dr., Ste 702 Coral Springs, FL 33071 ITEM/SEGMENT #: 4314561 MANAGING DISTRICT: 05

FAP: D518 083 B
STATE ROAD: 400 (I-4)
COUNTY: Osceola
PARCEL NO.: 817

Dear Property Owner,

The Florida Department of Transportation (FDOT) is planning to widen State Road 400 (Interstate 4) from West of CR 532 to East of CR 522 (Osceola Parkway) in Polk/Osceola County, Florida. American Acquisition Group, LLC is working with FDOT for this project. According to our records, you are the current owner of the property identified by the parcel number above, which we will need to acquire for this project. This letter is intended to help you understand the need and purpose of each document contained in this package. Enclosed is the Florida Department of Transportation's Official Owner Notification Package, which includes the following:

**ACQUISITION PROCESS PAMPHLET:** This explains your rights and the acquisition process.

**OWNER NOTIFICATION LETTER:** Please sign and date to acknowledge receipt. Please return one original to our office in the enclosed envelope.

**QUESTIONNAIRE FORM:** Please complete as requested and return the original to our office in the enclosed envelope.

**REQUEST FOR TAXPAYER ID**: Must be completed at the time of agreement.

RIGHT OF WAY MAP: This depicts the area to be acquired by FDOT.

**LEGAL DESCRIPTION AND TITLE FLAG SHEET:** The legal description describes the area to be acquired by FDOT. The Title Flag Sheet lists ownership and encumbrances found in Official Records. Please review title for accuracy.

**FLORIDA STATUTES 73.015:** Under Florida law, you are entitled to certain rights and protections when FDOT must acquire real property, F.S. 73.015 is attached for reference.

**CONSTRUCTION PLANS:** These depict the proposed improvements.

PROJECT SCHEDULE: Please note the highlighted schedule items.

Once this parcel is appraised, the Department will make an Initial Written Offer and negotiate with you in good faith. Please contact me at (407) 427-2174 or <a href="mailto:rossanna@americanacquisition.com">rossanna@americanacquisition.com</a> to discuss this information and any questions or concerns you may have.

Sincerely, American Acquisition Group, LLC

Rossanna Asencio

Rossanna Asencio Consultant Acquisition Agent





# ACQUISITION PROCESS



The rights explained in this pamphlet are derived from Chapter 73, Florida Statutes. The relevant portions of Chapter 73 concerning the real estate acquisition process of real property are provided for your information at www.FDOT.gov.

Effective: October 13, 2017

The Florida Department of Transportation's (FDOT) mission is to provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity and preserves the quality of our environment and communities.

To accomplish our mission, sometimes it is necessary for us to acquire private property. Because you are the owner of property that will be needed for a transportation facility, we have prepared this pamphlet to briefly explain our acquisition process as well as your rights and options.

### PROPERTY/PROJECT INFORMATION LETTER



We will provide a letter that includes information about the property we are seeking to acquire, no later than the time we make you a written offer to purchase your property. This letter will explain the nature of the transportation project and will describe the portion of your property we need to acquire.

We will also provide a point of contact for you located within the Office of Right of Way.

#### PROPERTY APPRAISAL

Prior to making an offer to purchase your property, a real estate appraiser or other real estate expert will contact you to arrange an onsite inspection of the property.

We encourage you to be present during the inspection and to provide any information which might affect the value of your property. Should you choose to obtain your own appraisal and share this opinion with us, the opinion will be considered during the



negotiation process. Additionally, FDOT will reimburse you for reasonable costs of obtaining real estate appraisers or other experts' services to assist you with assessing the value of the property we are acquiring.

### OFFER TO PURCHASE



Our offer to purchase your property will be made in writing to you either in person or by certified mail and will not be less than the amount we have determined to be the fair market value of the property.

After you have reviewed our offer, you may choose to make a counteroffer. If you do so, we will consider your counteroffer and will seek to arrive at a mutually agreeable purchase price.

### OWNER REPRESENTATIVE & CONDEMNATION

You may designate someone to represent you during negotiations and we will work with your representative to resolve any issues. If you choose to be represented by an attorney licensed to practice law in Florida, you will be reimbursed for reasonable fees paid to the attorney. However, the amount of fees paid by FDOT may be limited by law.

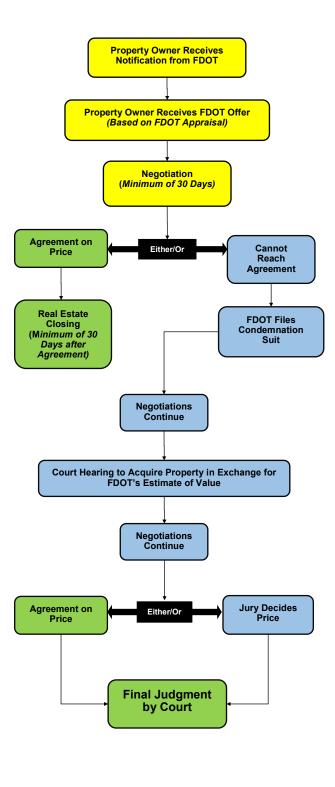
If we are unable to reach a mutually agreeable purchase price, we may choose to file a condemnation action, which will not occur less than 30 days from the date we make our written offer to purchase. But, FDOT will continue to negotiate with you or your representative throughout the litigation process.

#### FDOT CONTACT INFORMATION

If you would like copies of the appraisal, right of way maps or construction plans, we will provide the documents within 15 days of your request. However, some of the documents may not be complete at the time of your request, but we will either inform you of when we will provide the completed version of the requested information or provide you the most recent information available.

Please feel free to contact us if you have additional questions or if you need more information about the project or the acquisition process.

DISTRICT	COUNTIES IN THE DISTRICT	TELEPHONE #
1	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk & Sarasota	(863) 519-2401
2	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, Suwannee, St. Johns, Taylor & Union.	(386) 758-3743
3	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton & Washington	(850) 330-1250
4	Broward, Palm Beach, Martin, St. Lucie & Indian River	(954) 777-4242
5	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter & Volusia	(386) 943-5087
6	Miami-Dade & Monroe	(305) 470-5150
7	Citrus, Hernando, Hillsborough, Pasco & Pinellas	(813) 975-6722
Turnpike	Any county on Florida's Turnpike	(407) 264-3436





## PROCESO DE ADQUISICIÓN



Los derechos explicados en este panfleto se derivan del Capítulo 73 de los Estatutos de Florida. Las porciones relevantes del Capítulo 73 concernientes al proceso de adquisición de inmuebles son suministradas para su información en www.FDOT.gov.

La misión del Departamento de Transporte de Florida (FDOT) es proporcionar un sistema de transporte seguro que garantice la movilidad de las personas y los bienes, mejore la prosperidad económica y preserve la calidad de nuestro medio ambiente y nuestras comunidades.

A fin de cumplir con nuestra misión, en ocasiones nos vemos en la necesidad de adquirir propiedad privada. Puesto que usted es dueño de una propiedad que se necesitará para una vía de transporte, hemos preparado este panfleto en el que se explica brevemente nuestro proceso de adquisición, así como sus derechos y opciones.

### CARTA INFORMATIVA SOBRE LA PROPIEDADY EL PROYECTO



Enviaremos una carta que incluirá información sobre la propiedad que planeamos adquirir, no más tarde que al tiempo en que le hagamos una oferta por escrito para comprar su propiedad. En esta carta se explicará la naturaleza del proyecto de transporte y se describirá la porción de su propiedad que necesitaremos adquirir.

Asimismo le proporcionaremos un punto de contacto que esté ubicado dentro de la oficina de servidumbre de paso (Office of Right of Way).

### **AVALÚO DE LA PROPIEDAD**

Antes de hacerle una oferta de compra de su propiedad, un (tasador) u otro experto en bienes y raices se pondrá en contacto con usted para acordar una inspección en persona de la propiedad.

Le aconsejamos que esté presente durante la inspección y proporcione cualquier información que pudiera afectar el valor de su propiedad. En caso de que usted decida obtener su propio tasación y compartir la con nosotros, esta será tomada en cuenta durante el proceso de negociación. Adicionalmente, el



FDOT le reembolsará el costo razonable de obtención de la tasación o servicios de otros expertos que le ayuden a determinar el valor de la propiedad que estamos adquiriendo.

### **OFERTA DE COMPRA**



Le haremos nuestra oferta de compra de su propiedad por escrito, ya sea en persona o mediante correo certificado, y no por una suma menor a la que hayamos determinado como el valor de mercado justo de la propiedad.

Una vez que usted haya revisado nuestra oferta, puede optar por hacernos una contraoferta. Si así lo hiciera, someteremos su contraoferta a consideración y buscaremos llegar a un precio de compra de mutuo acuerdo.

### REPRESENTANTE DEL PROPIETARIO Y EXPROPIACIÓN FORZOSA

Usted puede designar a otra persona para que lo represente durante las negociaciones y trabajaremos con su representante para resolver cualquier problema. Si usted decidiera ser representado por un abogado con licencia para ejercer derecho en el estado de Florida, se le reembolsarán los honorarios razonables que usted le pague al abogado. No obstante, la suma de los honorarios pagados por el FDOT podría estar limitada por las leyes.

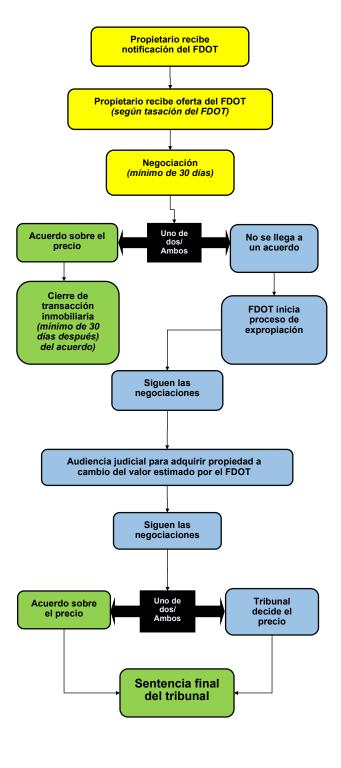
En caso de que no llegáramos a un acuerdo mutuo sobre el precio de compra, podríamos decidir iniciar un proceso de expropiación, lo cual no ocurrirá antes de 30 días a partir de la fecha en que le hagamos nuestra oferta de compra por escrito. Sin embargo, el FDOT seguirá negociando con usted o su representante durante todo el proceso de litigio.

### INFORMACIÓN DE CONTACTO DEL FDOT

Si deseara tener copias del avalúo, mapas de servidumbre de paso de vía o los planos de construcción, podemos ofrecerle estos documentos en un lapso de 15 días a partir de la fecha de solicitud. Sin embargo, es posible que algunos de estos documentos no estén listos al momento de su solicitud, por lo que le informaremos la fecha en que le enviaremos la versión completa de la información solicitada o le suministraremos la información más actualizada que tengamos al alcance.

No dude en contactarnos si tiene preguntas adicionales o necesita más información sobre el proyecto o el proceso de adquisición.

DISTRICT	CONDADOS EN EL DISTRITO	# DE TELÉFONO
1	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manoteé, Okeechobee, Polk y Saratosa	(863) 519-2401
2	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, Suwannee, St Johns, Taylor y Union	(386) 758-3743
3	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton y Washington	(850) 330-1250
4	Broward, Palm Beach, Martin, St. Lucie y Indian River	(954) 777-4242
5	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter y Volusia	(386) 943-5087
6	Miami-Dade y Monroe	(305) 470-5150
7	Citrus, Hernando, Hillsborough, Pasco y Pinellas	(813) 975-6722
Turnpike	Cualquier condado en la Turnpike de Florida	(407) 264-3436





RON DESANTIS GOVERNOR 719 South Woodland Boulevard DeLand, FL 32720 JARED PERDUE, P.E. SECRETARY

### NOTICE TO OWNER

January 26, 2024 ITEM/SEGMENT #: 4314561 MANAGING DISTRICT: 05

Enterprise Community Development District, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes 210 N. University Dr., Ste 702 Coral Springs, FL 33071 F.A.P. #: D518 083 B
STATE ROAD #: 400 (I-4)
COUNTY: Osceola
PARCEL #: 817

Dear Property Owner,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Widening of SR 400 (I-4)

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Legal Description and/or Right of Way Map

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal
  possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

FORM 575-030-31p RIGHT OF WAY - 10/17 Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Rossanna Asencio, Consultant Acquisition Agent American Acquisition Group, LLC 711 North Sherrill Street, Suite B Tampa, FL 33609 (407) 427-2174

Sincerely,

Joseph Bracken

District Right of Way Manager

By: Rossanna Asencio

Consultant Acquisition Agent American Acquisition Group, LLC

**Enclosures:** 

Acquisition Process Pamphlet Questionnaire Return Envelope Legal Description (and/or right of way map)

cc: Records Management

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RON DESANTIS GOVERNOR 719 South Woodland Boulevard DeLand, FL 32720 JARED PERDUE, P.E. SECRETARY

### NOTICE TO OWNER

January 26, 2024 ITEM/SEGMENT #: 4314561 MANAGING DISTRICT: 05

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STATE ROAD #: 400 (I-4)
COUNTY: Osceola
PARCEL #: 817

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If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal
  possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

FORM 575-030-31p RIGHT OF WAY - 10/17 Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

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Rossanna Asencio, Consultant Acquisition Agent American Acquisition Group, LLC 711 North Sherrill Street, Suite B Tampa, FL 33609 (407) 427-2174

Sincerely,

Joseph Bracken

District Right of Way Manager

By: Rossanna Asencio

Consultant Acquisition Agent American Acquisition Group, LLC

**Enclosures:** 

Acquisition Process Pamphlet Questionnaire Return Envelope Legal Description (and/or right of way map)

cc: Records Management

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### **QUESTIONNAIRE**

ITEM/SEGMENT NO: 4314561 MANAGING DIST: 05

F.A.P. NO: D518 083 B STATE ROAD: SR 400 (I-4) COUNTY: OSCEOLA

PARCEL NO: 817

ATTENTION: Enterprise Community Development District

### **Dear Property Owner:**

Please provide the following information and mail to this office.

1.	Are you the owner of the pr	operty identified above?	·
2.	I have sold all	or part	of the property to:
	Name:		
3.	Other than my spouse, I sh	are ownership of this pr	operty with:
	Name:		
	Telephone No.:		
4.	Please list the appropriate	contact person for this p	roperty:
	Name and Title:		
	Address:		
	Telephone No.:		
5.	Is there an ongoing busines	ss on this site?	
6.	If yes, who owns the busine	ess?	
	Name:		
	Address:		
	Telephone No.:		
7.	Additional Comments:		
		Property O	wner's Signature
		. ,	· ·
		Printed Nar	me and Title
		Date	



American Acquisition Group, LLC 711 N. Sherrill Street, Suite B Tampa, FL 33609

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY 10/16

## REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Enterprise Community Development District, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes 210 N University Dr., Ste 702 Coral Springs, FL 33071

TEM/SEGMENT NO.:	4314561
MANAGING DISTRICT:	05
F.A.P. NO.:	D518 083 B
STATE ROAD NO.:	400(I-4)
COUNTY:	Osceola
PARCEL NO.:	817

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Pursuant to s. 17.0315 & s. 215.422, Florida Statutes, we must obtain your correct Taxpayer Identification Number (TIN) for processing of any payment, and for real estate proceeds, reporting to the Internal Revenue Service (IRS) in compliance with federal regulations.

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Name	Phone Number
Business Name, if different from above	Phone Number
Address (number, street, and apt. or suite no.)	OWNERSHIP INTEREST
	☐ Sole Owner
City, State, and ZIP Code	Part Owner with% interest
	☐ Not Applicable (Vendor Only)
TAXPAYER IDENTIFICATION NUMBER (TIN)	
For individuals, this is your social security number (SSN):	-
For other entities, it is your employer identification number (EIN):	
If you do not have a TIN, see attached instructions for How to get a TI	
Below, choose one number that accurately describes the business or the inc	dividual.
☐ 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL (A corporation formed under the laws of any state within the United st	
☐ 2 - NOT FOR PROFIT CORPORATION (Section 501(c)(3) Internal Rev	venue Code)
☐ 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPL	E MEMBER LLC
$\square$ 4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE	EMEMBER LLC
☐ 5 - NONCORPORATE RENTAL AGENT	
☐ 6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Governmen	it)
☐ 7 - FOREIGN CORPORATION OR ENTITY (A foreign entity formed un the United States.) If YES is marked below, complete and attach For Is income effectively connected with business in the United States?	
☐ 8 - NONRESIDENT ALIEN (An individual temporarily in the U.S. who is	not a U.S. citizen or resident.)
CERTIFICATION	
Under penalties of perjury, I certify that the number shown on number (or I am waiting for a number to be issued to me).	this form is my correct taxpayer identification
Sign Here	Date
Title Email (op	tional)

#### REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

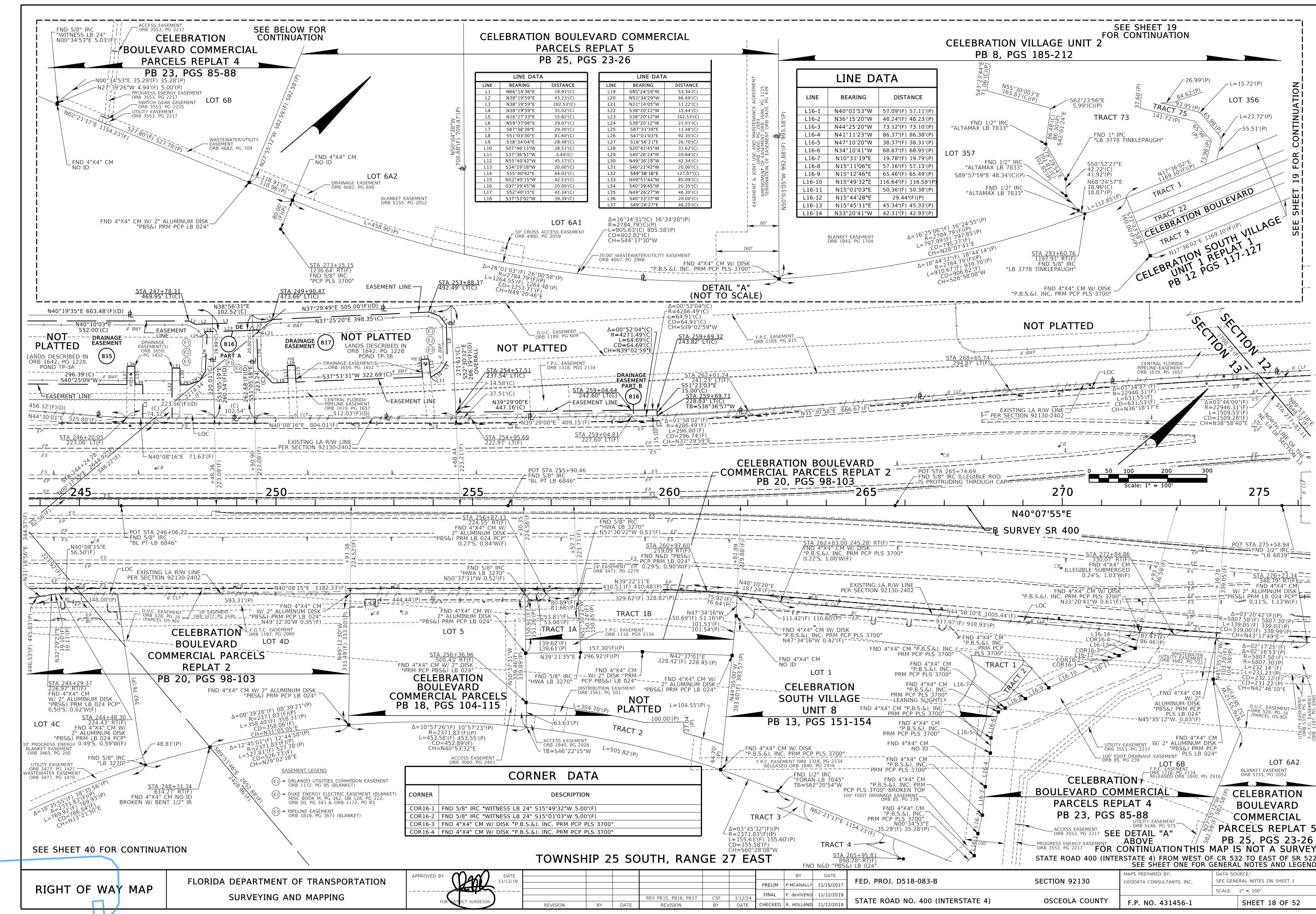
#### Instructions for

# Names and Taxpayer Identification Numbers

- 1. Individuals should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. Individuals may enter their EIN (if you have one).
- 2. Married Couples should give the name and SSN of either person.
- 3. Custodian Accounts (Guardianship) must give the ward's name and SSN. Do not furnish the TIN of the guardian.
- 4. For a Trust Account that is not a legal or valid trust under state law, give the name and SSN of the actual owner.
- **5. Limited Liability Company (LLC) If a single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business Name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.
- **6.** For a **Sole Proprietor or a Single-Owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.
- 7. For a Valid Trust, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.
- **8.** For an **Estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.
- **9.** For an **Association, Club, Religious, Charitable, Educational, or other tax-exempt organization**, give the name and EIN of the organization.
- 10. For a Partnership or Multi-Member LLC give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.



#### THAT PART OF:

# LEGAL DESCRIPTION (TP-3B)

A parcel of land lying within Section 13, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of the Northeast 1/4 of Section 13, Township 25 South, Range 27 East, Osceola County, Florida; thence S.00°00'18"W. along the West Line of said Northeast 1/4 for 1819.14 feet to the POINT OF BEGINNING; thence N.37°18'47"E. for 445.70 feet; thence S.52°41'15"E. for 286.19 feet to a point lying on the Proposed West Right-of-Way line of Interstate 4; thence S.39°57'15"W. along said West Right-of-Way line for 512.03 feet; thence N.51°16'21"W. for 262.68 feet; thence N.37°18'47"E. for 59.30 feet to the POINT OF BEGINNING.

(BEING a portion of the lands described in Official Records Book 1642, Page 1228, as corrected in Official Records Book 2040, Page 1733, of the Public Records of Osceola County, Florida.)

#### **DESCRIBED AS FOLLOWS:**

Commence at a 5"x5" concrete monument with 2.5 inch brass disk stamped "JONES WOOD GENTRY W 1/4 13-25-27 RLS 1585 RLS 1819", marking the Southwest corner of the Northwest 1/4 of Section 13, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence South 89°51'46" East, along the South line of the Northwest 1/4 of said Section 13, a distance of 1425.70 feet to the intersection with the existing Northwesterly Limited Access Right of Way Line; thence departing said South line, run the following two courses along said Northwesterly Limited Access Right of Way Line; thence North 44°30'01" East, a distance of 525.80 feet; thence North 40°08'16" East, a distance of 326.10 feet to the intersection with the Southwesterly line of Pond TP-3B, as described in Official Records Book 1642, Page 1228, Public Records of Osceola County, Florida; thence departing said Northwesterly Limited Access Right of Way Line, run North 51°05'18" West along said Southwesterly line, a distance of 223.24 feet to the POINT OF BEGINNING; thence continue North 51°05'18" West along said Southwesterly line, a distance of 20.00 feet; thence departing said Southwesterly line, run North 38° 19' 59" East, a distance of 35.02 feet; thence run North 16° 27' 33" East, a distance of 15.82 feet; thence run North 37° 25' 20" East, a distance of 398.35 feet; thence run North 59° 37' 06" East, a distance of 29.07 feet; thence run South 87° 38' 38" East, a distance of 29.30 feet; thence run South 51° 03' 30" East, a distance of 91.60 feet; thence run South 18° 34' 04" East, a distance of 28.48 feet; thence run South 07° 46' 11" West, a distance of 28.51 feet; thence run South 37° 36' 51" West, a distance of 3.44 feet to the intersection with the boundary line of an existing Drainage Easement as described and recorded in Official Records Book 1659, Page 1452, Public Records of Osceola County, Florida; thence along said boundary line the following courses and distances, thence run North 55° 40' 42" West, a distance of 45.17 feet; thence run South 34° 19' 18" West, a distance of 20.00 feet; thence run South 55° 40' 42" East, a distance of 44.02 feet; thence departing said boundary line, run South 37° 51' 31" West, a distance of 322.69 feet to the intersection with the boundary line of an existing Drainage Easement as described and recorded in said Official Records Book 1659, Page 1452; thence along said boundary line the following courses and distances, run North 52° 40′ 15" West, a distance of 42.53 feet; thence run South 37° 19′ 45" West, a distance of 20.00 feet; thence run South 52° 40' 15" East, a distance of 42.34 feet; thence departing said boundary line, run South 37° 53' 02" West, a distance of 39.34 feet; thence run South 85° 24' 59" West, a distance of 53.34 feet; thence run North 51° 34' 29" West, a distance of 86.69 feet; thence run North 21° 14' 05" West, a distance of 11.22 feet; thence run South 38° 20' 12" West, a distance of 15.44 feet to the POINT OF **BEGINNING**;

CONTAINING 1.720 acres, more or less.

# TITLE SEARCH NO. AGS 28415-54

# **FLAG SHEET**

PARCEL NO. 817 SECTION NO 92130 STATE ROAD 400

COUNTY OSCEOLA F.A.P. NO. D518-083-B F.P. NO. 431456-1

01/22/2024 TJM - REVISED - NEW LEGAL DESCRIPTION RECEIVED FROM SURVEYOR IN EMAIL DATED 01/19/2024

INSTRUMENT NO. 817.01 PE (drainage ease)/RESOLUTION

GRANTOR: ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT,

a unit of special purpose government created pursuant

to Chapter 190, Florida Statutes

210 N. University Dr., Ste 702 Coral Springs, FL 33071

INSTRUMENT NO. 817.02 ENCROACHMENT AGREEMENT

Easement now in favor of Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, successor by conversion to Duke Energy Florida, Inc., f/k/a Florida Power Corporation recorded in Miscellaneous Book M, Page 162; Easement recorded in Deed Book 128, Page 222; Easement recorded in ORB 50, Page 341; unrecorded easement grant, termination and utility relocation agreement as amended in ORB 1189, Page 615; and Easement recorded in ORB 1172, Page 83

## 01/22/2024 TJM - REVISED WITH NEW LEGAL PER .01 NOTE ABOVE

INSTRUMENT NO. 817.03 UTILITY SUBORDINATION

Easement in favor of City of Orlando and Orlando Utilities Commission recorded in ORB 1172, Page 95 and ORB 1189, Page 602

# 01/22/2024 TJM - REVISED WITH NEW LEGAL PER .01 NOTE ABOVE 08/17/2023 MH - REVISED NAME PER LEGISLATION

INSTRUMENT NO. 817.04 UTILITY SUBORDINATION

Perpetual Easement Agreement in favor of Reedy Creek Improvement District CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and a public body corporate and politic of the State of Florida, successor by conversion to Reedy Creek Improvement District recorded in ORB 1088, Page 2330; Extension recorded in ORB 1220, Page 2523 and Memorandum and Partial Release of Easement Agreement recorded in ORB 1236, Page 1964

# 01/22/2024 TJM - REVISED WITH NEW LEGAL PER .01 NOTE ABOVE 07/13/2023 TJM - CORRECTED BUSINESS TYPE TO CORPORATION

INSTRUMENT NO. 817.05 UTILITY SUBORDINATION

Memorandum of Easement and Amendment to Non-Exclusive Easement Agreement in favor of Central Florida Pipeline Corporation <del>LLC</del>, a Delaware corporation, recorded in ORB 1819, Page 1657 and ORB 1819, Page 1671

# FLAG SHEETPAGE 2

PARCEL NO. 817 SECTION NO 92130 STATE ROAD 400

COUNTY OSCEOLA F.P. NO. 431456-1

01/24/2024 AH – EXECUTED AND RECORDED IN ORB 6522/1519 PER UPDATE #5
11/17/2023 TJM – REVISED SIGNATURE BLOCK TO INCLUDE ADDRESS PER REQUEST OF
UTILITY IN EMAIL RECEIVED 11/15/2023

03/31/2023 TJM - CORRECTED COMPANY NAME AND REVISED SIGNATURE BLOCK PER ANGIE JOHNS EMAIL DATED 03/22/2023

INSTRUMENT NO. 817.06 UTILITY SUBORDINATION

Memorandum of Non-Exclusive Utility License Agreement recorded in ORB 1844, Page 987 and Memorandum of Future Access Rights Agreement recorded in ORB 1854, Page 846 in favor of Smart City Telecommunications, LLC, a Delaware limited liability company

09/27/2023 TJM - POINTS .07 - .10 ADDED AS THE RESULT OF LEGAL REVIEW OF DECLARATIONS DESCRIBED IN "LEGAL TO REVIEW AND ADVISE"

# 01/22/2024 TJM - CHANGED DOCUMENT TYPE & LEGAL

INSTRUMENT NO. 817.07 GENERAL SUBORDINATION QUITCLAIM DEED

Interest if any in favor of THE CELEBRATION COMPANY LLC, a Florida limited liability company, successor by conversion to, and formerly known as, THE CELEBRATION COMPANY, a Florida corporation, with regard to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in ORB 1248 PG 28 and any amendments thereto

# 01/22/2024 TJM - CHANGED DOCUMENT TYPE & LEGAL

INSTRUMENT NO 817.08 GENERAL SUBORDINATION QUITCLAIM DEED

Interest if any in favor of CELEBRATION NONRESIDENTIAL OWNERS ASSOCIATION, INC., a Florida not for profit corporation, with regard to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in ORB 1248 PG 28 and any amendments thereto

# 01/22/2024 TJM – CHANGED DOCUMENT TYPE & LEGAL

INSTRUMENT NO. 817.09 GENERAL SUBORDINATION QUITCLAIM DEED

Interest if any in favor of CELEBRATION COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, with regard to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in ORB 1248 PG 28 and any amendments thereto

# FLAG SHEETPAGE 3

PARCEL NO. 817 SECTION NO 92130 STATE ROAD 400

COUNTY OSCEOLA F.A.P. NO. D518-083-B F.P. NO. 431456-1

### 01/22/2024 TJM - CHANGED DOCUMENT TYPE & LEGAL

INSTRUMENT NO. 817.10 GENERAL SUBORDINATION QUITCLAIM DEED

Interest if any in favor of CELEBRATION JOINT COMMITTEE, INC., a Florida not for profit corporation, with regard to Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in ORB 1248 PG 28 and any amendments thereto

# 09/19/2023 TJM - THE FOLLOWING DECLARATIONS REVIEWED BY LEGAL. FINDINGS IN EMAIL DATED 09/01/2023 LEGAL TO REVIEW AND ADVISE

Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties recorded in Official Records Book 1248, Page 28; Amendments and Supplements recorded in Official Records Book 1282, Pages 599, 624 and 628, Official Records Book 1283, Page 1488, Official Records Book 1337, Page 635, Official Records Book 1351, Page 247, Official Records Book 1374, Page 2249, Official Records Book 1437, Page 1902, Official Records Book 1465, Page 62, Official Records Book 1539, Page 2140, Official Records Book 1642, Page 1541, Official Records Book 1659, Page 2205, Official Records Book 1659, Page 2215, Official Records Book 1660, Page 2871, Official Records Book 1683, Page 1888, Official Records Book 1721, Page 121, Official Records Book 1755, Page 2242, Official Records Book 1787, Page 804, Official Records Book 1806, Page 73, Official Records Book 1932, Page 1218, Official Records Book 1932, Page 1346, Official Records Book 1937, Page 2387, Official Records Book 2117, Page 2848, Official Records Book 2167, Page 1156, Official Records Book 2228, Page 1674, Official Records Book 2497, Page 1843, Official Records Book 2542, Page 906, Official Records Book 2581, Page 596, Official Records Book 2607, Page 1080, Official Records Book 2695, Page 1835, Official Records Book 2778, Page 1468, Official Records Book 2908, Page 2537, Official Records Book 3060, Page 2313, Official Records Book 3253, Page 446, Official Records Book 3436, Page 1725, Official Records Book 3438, Page 1956, Official Records Book 3493, Page 288, Official Records Book 3768, Page 394, Official Records Book 3974, Page 2231, Official Records Book 4067, Page 908, Official Records Book 4182, Page 2198, Official Records Book 4328, Page 200, Official Records Book 4434, Page 563, Official Records Book 4537, Page 503, Official Records Book 4664, Page 2581, Official Records Book 4682, Page 678, Official Records Book 4770, Page 2900, Official Records Book 4985, Page 2135, and Official Records Book 5155, Page 390. Note: Copies provided

Declaration of Covenants, Conditions, Restrictions and Obligations by The Celebration Company, a Florida corporation, recorded in Official Records Book 4434, Page 566. Note: Reproported in Company and Company a

## FLAG SHEETPAGE 4

PARCEL NO. 817 SECTION NO 92130 STATE ROAD 400

COUNTY OSCEOLA F.P. NO. 431456-1

#### IF PARCEL BECOMES WHOLE TAKE - LEGAL TO REVIEW

Declaration of Recreational Easement and Covenant to Share Costs by The Celebration Company, a Florida corporation, and Celebration Residential Owners Association, Inc., a Florida corporation, recorded in Official Records Book 1369, Page 750; Amendments and Supplements recorded in Official Records Book 1539, Pages 2062 and 2147, Official Records Book 1659, Page 2324, Official Records Book 1710, Page 2221, Official Records Book 1787, Page 807, Official Records Book 1835, Page 1968, Official Records Book 1937, Page 2502, Official Records Book 1957, Page 2137; Amended and Restated Declaration of Recreational Easement and Covenant to Share Costs recorded in Official Records Book 2282, Page 1912; Further Amendments recorded in Official Records Book 2581, Page 610, Official Records Book 2607, Page 1087, Official Records Book 2695, Page 1842, Official Records Book 2778, Page 1463, Official Records Book 3000, Page 1548, Official Records Book 4434, Page 559, Official Records Book 4619, Page 597, Official Records Book 4682, Page 682, Official Records Book 5019, Page 949, and Official Records Book 5155, Page 395. Note: Copies provided in Kike 26413 (If parcel becomes Whole Take then FDOT Legal to review as to any possible monetary oblication.

Select Year: 2023 **✓** Go

# The 2023 Florida Statutes

Title VI Chapter 73 View Entire Chapter
CIVIL PRACTICE AND PROCEDURE EMINENT DOMAIN

#### 73.015 Presuit negotiation.—

- (1) Before an eminent domain proceeding is brought under this chapter or chapter 74, the condemning authority must attempt to negotiate in good faith with the fee owner of the parcel to be acquired, must provide the fee owner with a written offer and, if requested, a copy of the appraisal upon which the offer is based, and must attempt to reach an agreement regarding the amount of compensation to be paid for the parcel.
- (a) No later than the time the initial written or oral offer of compensation for acquisition is made to the fee owner, the condemning authority must notify the fee owner of the following:
  - 1. That all or a portion of his or her property is necessary for a project.
- 2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.
- 3. That, within 15 business days after receipt of a request by the fee owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, and pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.
- 4. The fee owner's statutory rights under ss. <u>73.091</u> and <u>73.092</u>, or alternatively provide copies of these provisions of law.
- 5. The fee owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4), or alternatively provide copies of these provisions of law.
- (b) The condemning authority must provide a written offer of compensation to the fee owner as to the value of the property sought to be appropriated and, where less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking. The owner must be given at least 30 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities to respond to the offer, before the condemning authority files a condemnation proceeding for the parcel identified in the offer.
- (c) The notice and written offer must be sent by certified mail, return receipt requested, to the fee owner's last known address listed on the county ad valorem tax roll. Alternatively, the notice and written offer may be personally delivered to the fee owner of the property. If there is more than one owner of a property, notice to one owner constitutes notice to all owners of the property. The return of the notice as undeliverable by the postal authorities constitutes compliance with this provision. The condemning authority is not required to give notice or a written offer to a person who acquires title to the property after the notice required by this section has been given.
- (d) Notwithstanding this subsection, with respect to lands acquired under s. <u>253.025</u>, the condemning authority is not required to give the fee owner the current appraisal before executing an option contract.
- (2) Before an eminent domain proceeding is brought under this chapter or chapter 74 by the Department of Transportation or by a county, municipality, board, district, or other public body for the condemnation of right-of-

way, the condemning authority must make a good faith effort to notify the business owners, including lessees, who operate a business located on the property to be acquired.

- (a) The condemning authority must notify the business owner of the following:
- 1. That all or a portion of his or her property is necessary for a project.
- 2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.
- 3. That, within 15 business days after receipt of a request by the business owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.
  - 4. The business owner's statutory rights under ss. 73.071, 73.091, and 73.092.
  - 5. The business owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4).
- (b) The notice must be made subsequent to or concurrent with the condemning authority's making the written offer of compensation to the fee owner pursuant to subsection (1). The notice must be sent by certified mail, return receipt requested, to the address of the registered agent for the business located on the property to be acquired, or if no agent is registered, by certified mail or personal delivery to the address of the business located on the property to be acquired. Notice to one owner of a multiple ownership business constitutes notice to all business owners of that business. The return of the notice as undeliverable by the postal authorities constitutes compliance with these provisions. The condemning authority is not required to give notice to a person who acquires an interest in the business after the notice required by this section has been given. Once notice has been made to business owners under this subsection, the condemning authority may file a condemnation proceeding pursuant to chapter 74 for the property identified in the notice.
- (c) If the business qualifies for business damages pursuant to s. 73.071(3)(b) and the business intends to claim business damages, the business owner must, within 180 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities, or at a later time mutually agreed to by the condemning authority and the business owner, submit to the condemning authority a good faith written offer to settle any claims of business damage. The written offer must be sent to the condemning authority by certified mail, return receipt requested. Absent a showing of a good faith justification for the failure to submit a business damage offer within 180 days, the court must strike the business owner's claim for business damages in any condemnation proceeding. If the court finds that the business owner has made a showing of a good faith justification for the failure to timely submit a business damage offer, the court shall grant the business owner up to 180 days within which to submit a business damage offer, which the condemning authority must respond to within 120 days.
- 1. The business damage offer must include an explanation of the nature, extent, and monetary amount of such damage and must be prepared by the owner, a certified public accountant, or a business damage expert familiar with the nature of the operations of the owner's business. The business owner shall also provide to the condemning authority copies of the owner's business records that substantiate the good faith offer to settle the business damage claim. If additional information is needed beyond data that may be obtained from business records existing at the time of the offer, the business owner and condemning authority may agree on a schedule for the submission of such information.
- 2. As used in this paragraph, the term "business records" includes, but is not limited to, copies of federal income tax returns, federal income tax withholding statements, federal miscellaneous income tax statements, state sales tax returns, balance sheets, profit and loss statements, and state corporate income tax returns for the 5 years preceding notification which are attributable to the business operation on the property to be acquired, and other records relied upon by the business owner that substantiate the business damage claim.

- (d) Within 120 days after receipt of the good faith business damage offer and accompanying business records, the condemning authority must, by certified mail, accept or reject the business owner's offer or make a counteroffer. Failure of the condemning authority to respond to the business damage offer, or rejection thereof pursuant to this section, must be deemed to be a counteroffer of zero dollars for purposes of subsequent application of s. 73.092(1).
- (3) At any time in the presuit negotiation process, the parties may agree to submit the compensation or business damage claims to nonbinding mediation. The parties shall agree upon a mediator certified under s. 44.102. In the event that there is a settlement reached as a result of mediation or other mutually acceptable dispute resolution procedure, the agreement reached shall be in writing. The written agreement provided for in this section shall incorporate by reference the right-of-way maps, construction plans, or other documents related to the taking upon which the settlement is based. In the event of a settlement, both parties shall have the same legal rights that would have been available under law if the matter had been resolved through eminent domain proceedings in circuit court with the maps, plans, or other documents having been made a part of the record.
- (4) If a settlement is reached between the condemning authority and a property or business owner prior to a lawsuit being filed, the property or business owner who settles compensation claims in lieu of condemnation shall be entitled to recover costs in the same manner as provided in s. <u>73.091</u> and attorney's fees in the same manner as provided in s. <u>73.092</u>, more specifically as follows:
- (a) Attorney's fees for presuit negotiations under this section regarding the amount of compensation to be paid for the land, severance damages, and improvements must be calculated in the same manner as provided in s. 73.092(1) unless the parties otherwise agree.
- (b) If business damages are recovered by the business owner based on the condemning authority accepting the business owner's initial offer or the business owner accepting the condemning authority's initial counteroffer, attorney's fees must be calculated in accordance with s. <u>73.092(2)</u>, (3), (4), and (5) for the attorney's time incurred in presentation of the business owner's good faith offer under paragraph (2)(c). Otherwise, attorney's fees for the award of business damages must be calculated as provided in s. <u>73.092(1)</u>, based on the difference between the final judgment or settlement of business damages and the counteroffer to the business owner's offer by the condemning authority.
- (c) Presuit costs must be presented, calculated, and awarded in the same manner as provided in s. <u>73.091</u>, after submission by the business or property owner to the condemning authority of all appraisal reports, business damage reports, or other work products for which recovery is sought, and upon transfer of title of the real property by closing, upon payment of any amounts due for business damages, or upon final judgment.
- (d) If the parties cannot agree on the amount of costs and attorney's fees to be paid by the condemning authority, the business or property owner may file a complaint in the circuit court in the county in which the property is located to recover attorney's fees and costs.

This shall only apply when the action is by the Department of Transportation, county, municipality, board, district, or other public body for the condemnation of a road right-of-way.

(5) Evidence of negotiations or of any written or oral statements used in mediation or negotiations between the parties under this section is inadmissible in any condemnation proceeding, except in a proceeding to determine reasonable costs and attorney's fees.

History. -s. 57, ch. 99-385; s. 8, ch. 2001-256; s. 28, ch. 2016-233; s. 14, ch. 2020-2.

# CONTRACT PLANS COMPONENTS

ROADWAY PLANS STRUCTURES - BRIDGE CONCEPT PLAN AND ELEVATION CONCEPT SIGNING PLAN - SCROLL PLOTS CONCEPT SIGNAL LAYOUT PLANS

523 - 531

533 - 1382

1383 - 1403

1404 - 1412

1413 - 1415

1416 - 1477

CTL-1 - CTL-23

532

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# CONTRACT PLANS

INDEX OF ROADWAY PLANS SHEET NO. SHEET DESCRIPTION KEY SHEET 2 NOTES TO REVIEWERS DRAINAGE MAPS 3 - 20 21 - 31 **EXISTING DRAINAGE STRUCTURES** 32 - 41 BRIDGE HYDRAULIC RECOMMENDATION SHEETS 42 - 61 TYPICAL SECTIONS 62 - 70 CURVE DATA 71 GENERAL NOTES 72 - 141 ROADWAY PLAN 142 - 411 ROADWAY PROFILE 412 - 424 INTERCHANGE LAYOUT 425 - 497 POND DETAILS 498 - 516 DRAINAGE STRUCTURES 517 LATERAL DITCH PLAN-PROFILE 518 - 522 LATERAL DITCH CROSS SECTIONS

CROSS SECTION PATTERN SHEET

BONNET CREEK CROSS SECTIONS

STORMWATER POLLUTION PREVENTION PLAN

ROADWAY SOIL SURVEY ROADWAY CROSS SECTIONS

POND CROSS SECTIONS

**EROSION CONTROL PLANS** 

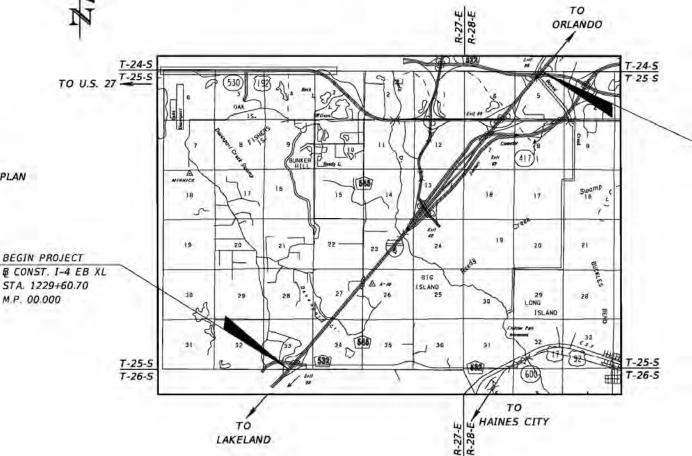
PROJECT NETWORK CONTROL

FINANCIAL PROJECT ID 431456-1-52-01

(FEDERAL FUNDS)

OSCEOLA COUNTY (92130)

STATE ROAD NO. 400 (1-4)





FINAL
CONCEPT PLANS
PERMIT SET
AUGUST 2018
R/W REVISIONS
AUGUST 2022

ROADWAY PLANS ENGINEER OF RECORD:

AECOM Technical Services, Inc. 150 North Orange Ave, Suite 200 Orlando, FL. 32801 T 407.422.0353 F 407.423.2695 Certificate of Authorization No. 8115

FDOT PROJECT MANAGER:

# GOVERNING STANDARD SPECIFICATIONS:

http://www.fdot.gov/rddesign/DesignStandards/Standards.shtm

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, Jan. 2018 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

Florida Department of Transportation, FY2017-18 Design Standards eBook (DSeB)

and applicable Design Standards Revisions (DSRs) at the following website:

CONSTRUCTION FISCAL SHEET NO.

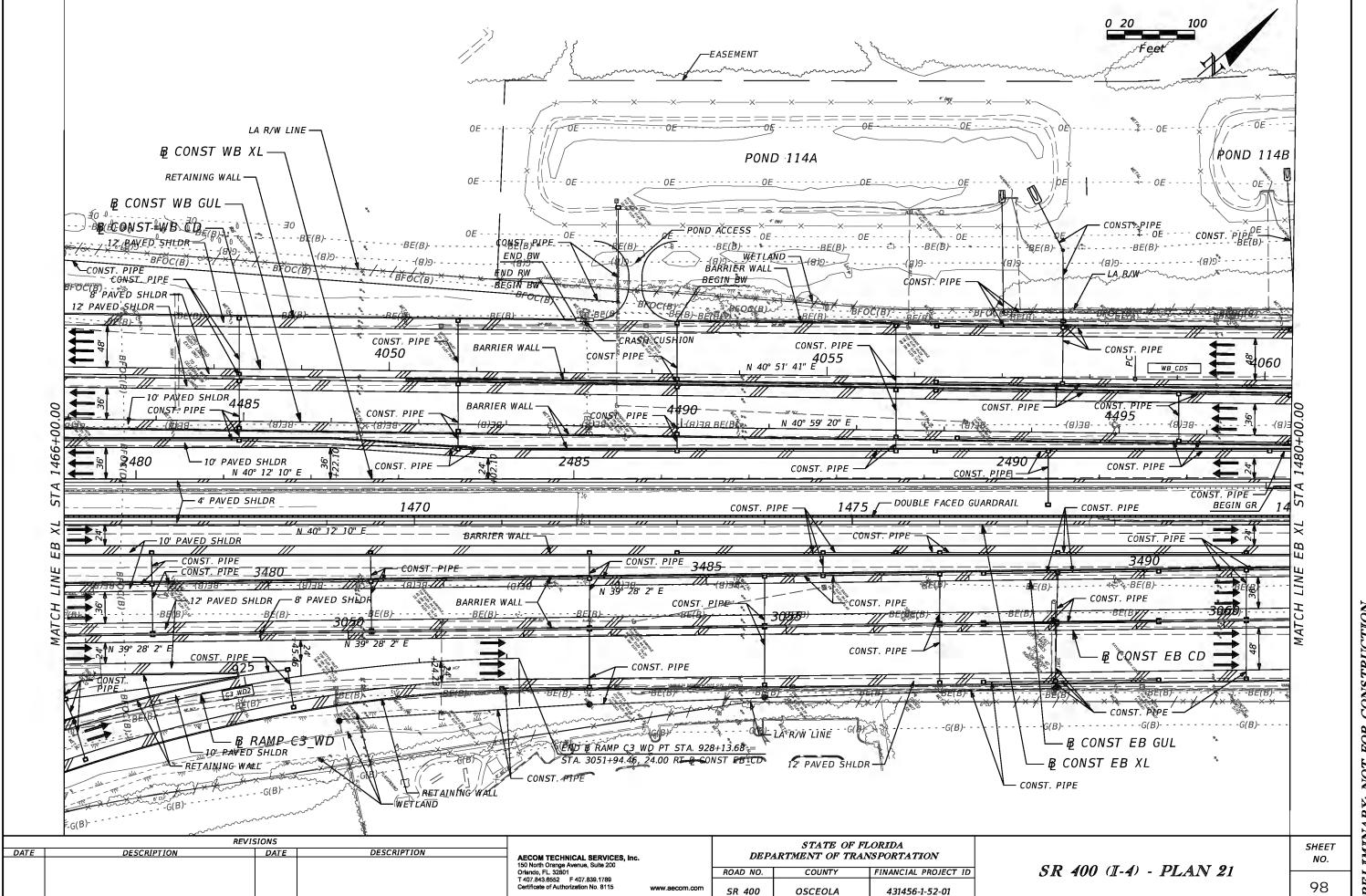
TBD (TBD) 1R

END PROJECT

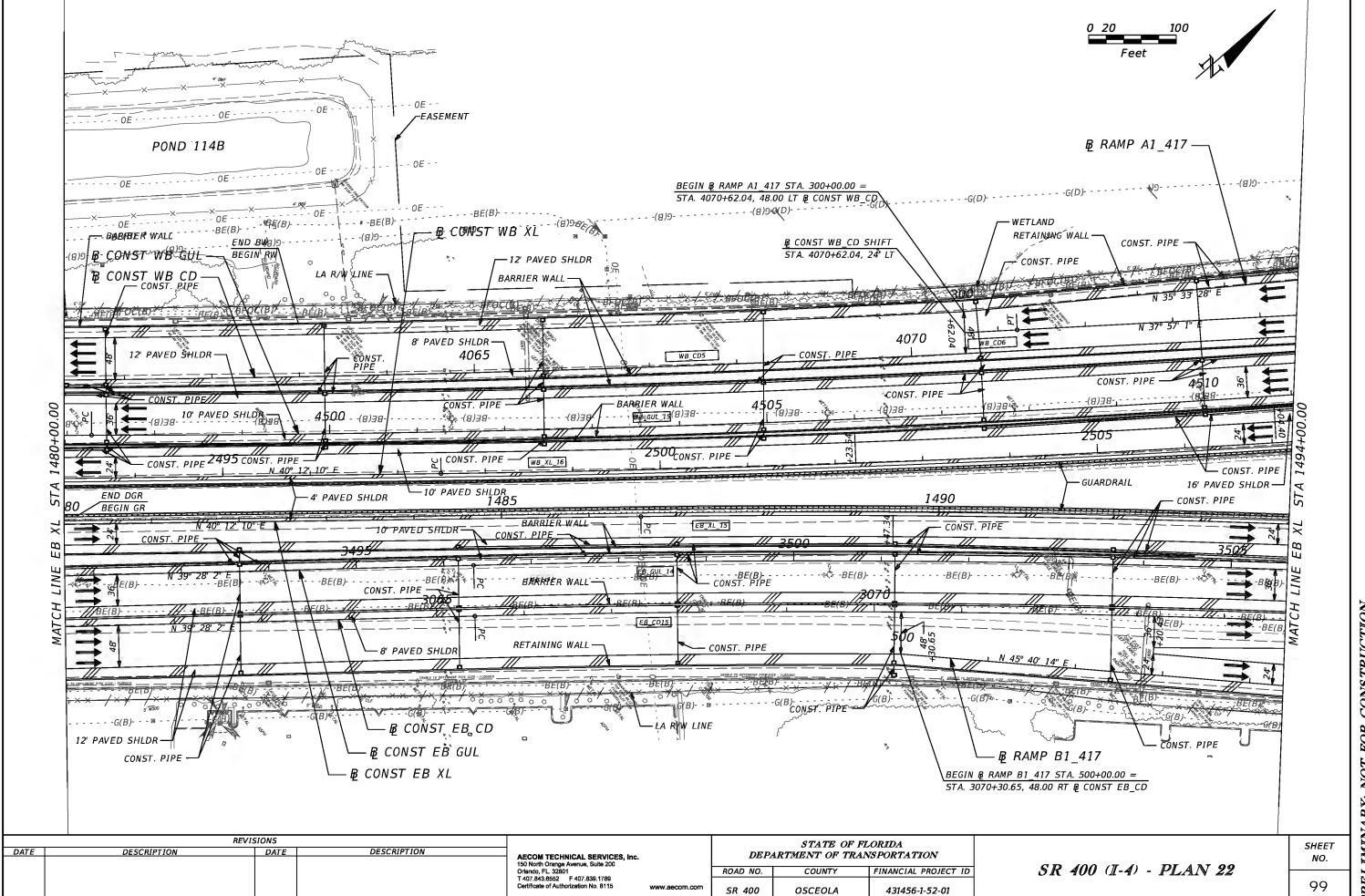
M.P. 7.881

STA. 1645+73.44

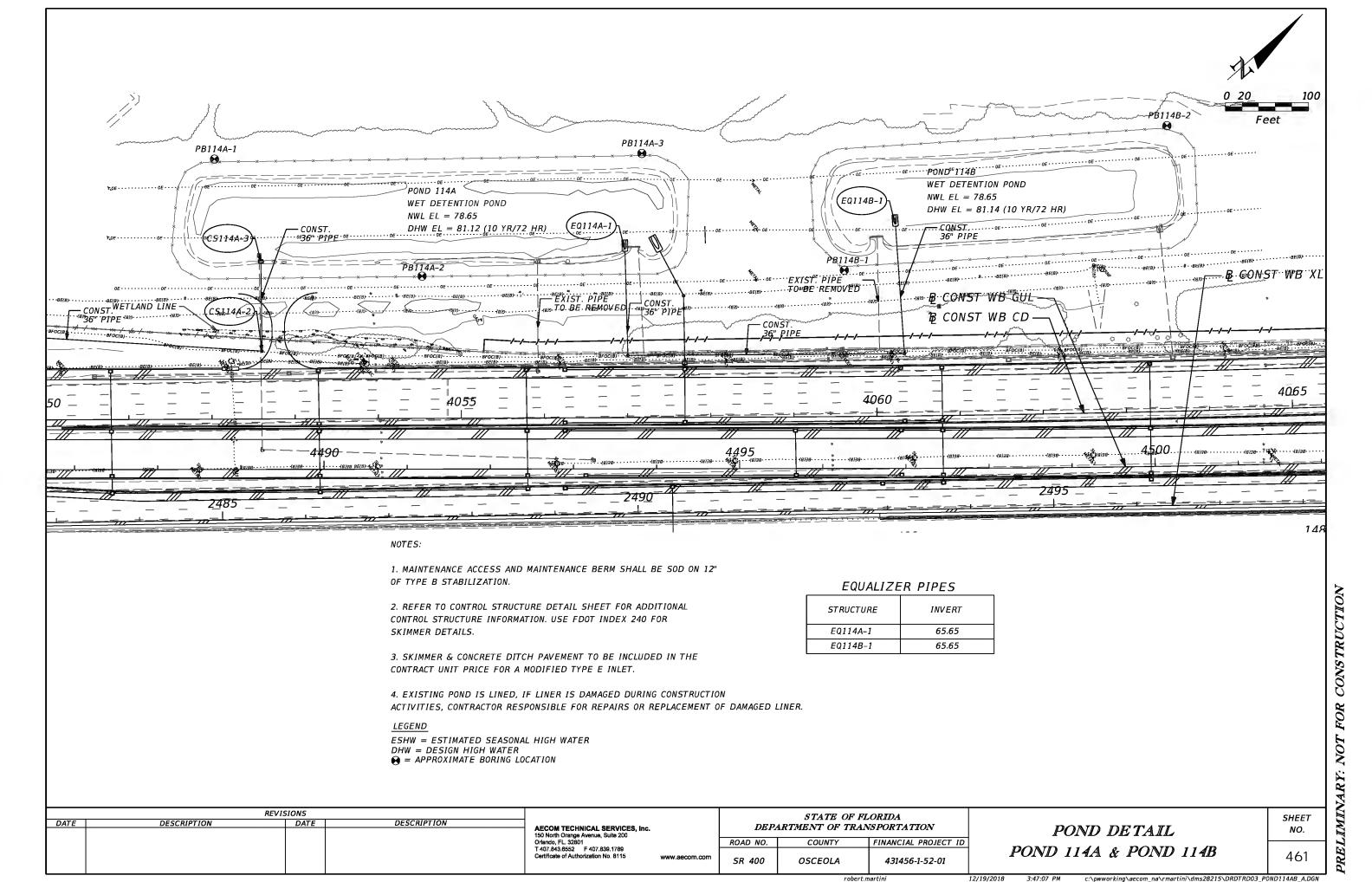
& CONST. I-4 EB XL

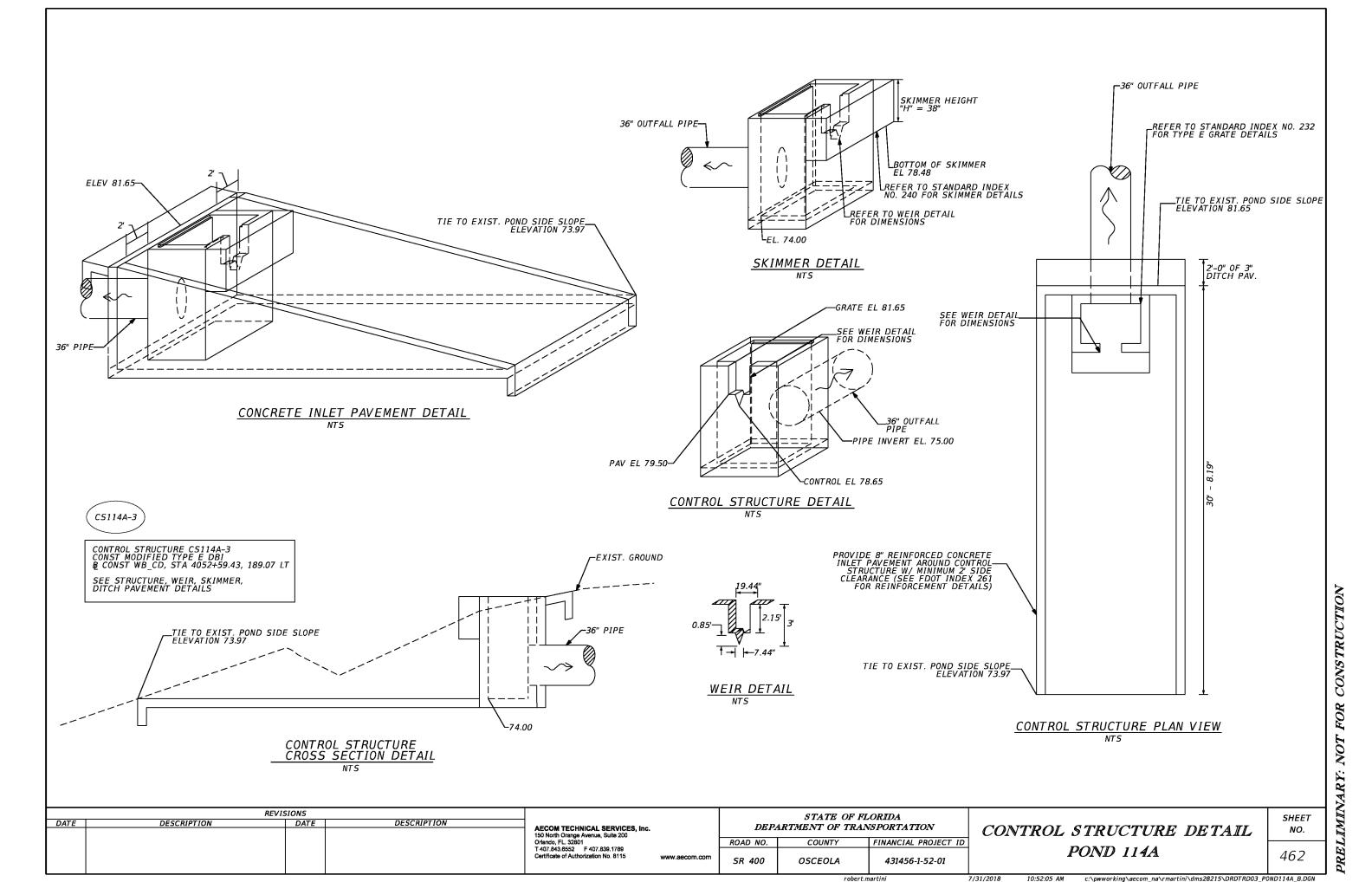


FOR CONSTRUCTION



NOT FOR CONSTRUCTION





#### Project Scheduling (PSM) for Project 431456-1 (SR 400 (I-4) WEST OF CR 532 TO EAST OF CR 522 (OSCEOLA PARKWAY)

Activity	Description	Person Responsible	Start Date	Finish Date	Remaining	Total
			(A is Actual)	(A is Actual)	Days	Float
107840000	Final Selection Posting	CHACON		6/10/2024		5
462010000	Posting Date of Qualified and Responsive Firms	CHACON		4/22/2024		5
164005PRE	PREPARE SCOPE OF SERVICES	ISAAC	5/8/2014 A	6/18/2014 A		
164010PRE	STAGE I SCOPE REVIEW	ISAAC	6/19/2014 A	7/16/2014 A		
230130PRE	STAGE II SCOPE EVAL MTG.	ISAAC	8/4/2014 A	8/4/2014 A		
231010PRE	SUBMIT CONSULTANT PKG. TO PSU - LINE & GRADE	ISAAC	8/15/2014 A	8/15/2014 A		
231015PRE	ADVERTISE CONSULTANT LINE & GRADE CONTRACT	ISAAC	8/25/2014 A	8/25/2014 A		
230140PRE	STAGE III SCOPE EVAL. MTG	ISAAC	10/17/2014 A	10/17/2014 A		
900020PRE	FINALIZE SCOPE/PRELIMINARY UNITS MEETING	ISAAC	1/20/2015 A	1/20/2015 A		
233010PRE	P.E. CONTRACT EXECUTED - LINE & GRADE (MAY 2015 FY15	PROF.SVC.	3/13/2015 A	3/13/2015 A		
	LOCKDOW					
250010PRE	P.E. BEGIN - SURVEY	ISAAC	3/13/2015 A	3/13/2015 A		
106210PRE	SURVEY ALIGNMENT PH I MAINLINE	CHENEY	3/16/2015 A	7/21/2015 A		
106010PRE	DESIGN SURVEY - PH I	Campanile	3/16/2015 A	11/20/2015 A		
900010PRE	FINALIZE SCOPE / BUILD SCHEDULE	HAO	3/16/2015 A	10/2/2015 A		
170050PRE	PNC COORDINATES	CHENEY	3/16/2015 A	6/17/2015 A		
170010PRE	R/W SURVEY PH I	CHENEY	3/16/2015 A	7/31/2015 A		
170250PRE	PNC DATABASE	CHENEY	6/18/2015 A	7/15/2015 A		
325020PRE	TIITF DETERMINATION - REQD	CHENEY	7/1/2015 A	7/1/2015 A		
106310PRE	SURVEY ALIGNMENT REVIEW PH I	CHENEY	7/22/2015 A	7/31/2015 A		
304010PRE	CORING	KEEFE	9/15/2015 A	12/4/2015 A		
233040PRE	SA EXECUTED - DESIGN & MAPPING (FY16 LOCKDOWN SEPT	PROF.SVC.	9/21/2015 A			
	2015)					
424020PRE	RIGHT OF WAY KICKOFF MEETING	MCPHAIL	10/5/2015 A	10/5/2015 A		
106110PRE	MAINLINE DESIGN SURVEY DB SUBMITTAL - PH I	CHENEY	11/20/2015 A	11/20/2015 A		
298010PRE	R/W ESTIMATE - SCOPE	MCPHAIL	11/24/2015 A	12/22/2015 A		
313010PRE	Pavement Data Received	KEEFE	1/13/2016 A	1/13/2016 A		
113010PRE	LINE AND GRADE (PHASE I)	HAO	1/28/2016 A	3/10/2017 A		
250020PRE	P.E. BEGIN - DESIGN & MAPPING	HAO	1/28/2016 A			
106220PRE	DESIGN SURVEY - PH II	HAO	1/28/2016 A			
170020PRE	R/W SURVEY - PH II	CHENEY	1/28/2016 A			
367010PRE	EXCEPTIONS/VARIATIONS (Including Utility Design	HAO	2/1/2016 A			
	Alternatives			• •		
925040PRE	SURVEY ALIGNMENT PH II SIDESTREET	CHENEY	2/1/2016 A	3/1/2016 A		
109110PRE	DRAINAGE KICK-OFF MTG.	НАО	2/25/2016 A	2/25/2016 A		

145040PRE	Environmental Permit Coordination Meeting	HAO	2/25/2016 A	2/25/2016 A
925050PRE	SURVEY ALIGNMENT REVIEW PH II	CHENEY	3/2/2016 A	3/11/2016 A
925010PRE	POND NOTIFICATION LETTER- INITIAL (in PDE)	HAO	5/16/2016 A	5/16/2016 A
114010PRE	BRIDGE HYDRAULICS RECOMMENDATION	HAO	7/5/2016 A	3/29/2017 A
115010PRE	BRIDGE CONCEPT REPORT	HAO	7/5/2016 A	3/29/2017 A
170150PRE	30% R/W Control Survey Map	CHENEY	7/18/2016 A	9/12/2016 A
233050PRE	SA EXECUTED (FY17 LOCKDOWN AUG 2016)	PROF.SVC.	8/26/2016 A	8/26/2016 A
197010PRE	Pavement Design	ELMAGHRABY	8/31/2016 A	11/23/2016 A
315020PRE	30% R/W Control Survey Map Review	CHENEY	9/13/2016 A	10/10/2016 A
233060PRE	SA EXECUTED (FY17 LOCKDOWN AUG 2016) I(FUNDS	PROF.SVC.	10/4/2016 A	10/4/2016 A
	ENCUMBERED 8/26			
315120PRE	60% R/W Control Survey Map	CHENEY	10/11/2016 A	1/27/2017 A
271010PRE	DRAFT POND SITE MEMO	HAO	10/31/2016 A	1/23/2017 A
925020PRE	POND NOTIFICATION LETTER - SECOND	HAO	11/30/2016 A	11/30/2016 A
106230PRE	MAINLINE DESIGN SURVEY DB SUBMITTAL - PH II	CHENEY	1/2/2017 A	1/2/2017 A
271110PRE	REVIEW DRAFT POND SITE MEMO	HAO	1/23/2017 A	1/23/2017 A
271020PRE	FINAL POND SITE MEMO	HAO	1/24/2017 A	1/31/2017 A
315030PRE	60% R/W Control Survey Map Review *	CHENEY	1/30/2017 A	3/3/2017 A
133020PRE	GEOTECH FOUNDATIONS REPORT FOR BRIDGES	HAO	2/27/2017 A	1/12/2018 A
271120PRE	REVIEW FINAL POND SITE MEMO	HAO	2/28/2017 A	3/27/2017 A
271030PRE	SIGNED & SEALED POND SITE MEMO - NA	HAO	3/28/2017 A	3/28/2017 A
114020PRE	REVIEW BRIDGE HYDRAULICS RECOMMENDATION	HAO	3/30/2017 A	4/12/2017 A
311010PRE	REVIEW BRIDGE CONCEPT REPORT	STRUCTURES	3/30/2017 A	4/12/2017 A
925030PRE	POND NOTIFICATION LETTER - FINAL	HAO	3/31/2017 A	3/31/2017 A
315125PRE	60% R/W Control Survey Map - RESUBMITTAL	CHENEY	3/31/2017 A	5/30/2017 A
302005PRE	LINE & GRADE PLANS REVIEW	HAO	4/10/2017 A	6/15/2017 A
301010PRE	LINE & GRADE MEETING (PHASE I)	HAO	4/10/2017 A	4/10/2017 A
131010PRE	PHASE II SOILS REPORT (INITIAL)	MOSS	4/11/2017 A	8/31/2017 A
115030PRE	INCORP BRIDGE CONCEPT REVIEW COMMENTS	MOSS	4/13/2017 A	9/15/2017 A
133030PRE	30% GEOTECH FOUNDATIONS REPORT	HAO	4/13/2017 A	3/27/2018 A
114030PRE	INCORP BRIDGE HYDRAULIC RECOMM REVIEW COMMENTS	STRUCTURES	4/13/2017 A	8/11/2017 A
298030PRE	R/W ESTIMATE - LINE & GRADE COMPLETION	MCPHAIL	5/9/2017 A	5/9/2017 A
315035PRE	60% R/W Control Survey Map Review * RESUBMITTAL	CHENEY	5/31/2017 A	6/30/2017 A
367020PRE	Approved Exceptions/Variations and Submittal of Utility Desi	HAO	5/31/2017 A	5/31/2017 A
263020PRE	PROJECTED LDCA APPROVED FONSI on 432100-1	HAO	6/12/2017 A	6/12/2017 A
302025PRE	INCORPORATE COMMENTS - LINE & GRADE PLANS	MOSS	6/16/2017 A	8/24/2017 A
323010PRE	ENVIRONMENTAL CONSULTANT PH C2	PROD.MGT.	6/20/2017 A	6/20/2017 A
109010PRE	DRAINAGE DESIGN	HAO	6/27/2017 A	3/27/2018 A
113020PRE	Initial Plans (Phase II)	HAO	6/27/2017 A	3/27/2018 A
315140PRE	90% R/W Control Survey Map	CHENEY	7/3/2017 A	7/14/2017 A

315040PRE	90% R/W Control Survey Map Review	CHENEY	7/17/2017 A	7/24/2017 A	
138010PRE	30% R/W MAP (INCLUDES TOPO)	CHENEY	8/31/2017 A	11/27/2017 A	
146010PRE	TITLE SEARCH WORK	CHENEY	10/3/2017 A	11/16/2018 A	
197020PRE	CONSTRUCTABILITY AND MOT REVIEW MEETING	MOSS	10/12/2017 A	10/12/2017 A	
140010PRE	30% R/W MAP REVIEW	CHENEY	11/28/2017 A	1/26/2018 A	
900040PRE	INITIAL DESIGN TEAM MEETING	HAO	3/13/2018 A	3/13/2018 A	
260010PRE	TYPICAL SECTION APPROVED	HAO	3/23/2018 A	3/23/2018 A	
106020PRE	UPDATED DESIGN SURVEY DB SUBMITTAL	CHENEY	3/28/2018 A	3/28/2018 A	
114040PRE	SUBMIT FINAL S&S BRIDGE HYDRAULIC RECOMMENDATION	STRUCTURES	3/28/2018 A	3/28/2018 A	
307010PRE	SUBMIT FINAL S&S BRIDGE CONCEPT REPORT	STRUCTURES	3/28/2018 A	3/28/2018 A	
302010PRE	INITIAL PLANS REVIEW*	HAO	3/28/2018 A	4/27/2018 A	
133040PRE	60% GEOTECH FOUNDATIONS REPORT	HAO	3/29/2018 A	4/11/2018 A	
279010PRE	RAILROAD CLEAR MEMO	Mixon	4/2/2018 A	4/2/2018 A	
267010PRE	RAILROAD CONTACT (N/A)	Mixon	4/2/2018 A	4/2/2018 A	
133050PRE	90% GEOTECH FOUNDATIONS REPORT	HAO	4/26/2018 A	8/30/2018 A	
302040PRE	Incorporate Initial Plans (Phase II) Review Comments	HAO	4/30/2018 A	7/23/2018 A	
351010PRE	AUTHORIZE PH 43 RW PURCHASE FY 18	LYNCH	5/21/2018 A	5/21/2018 A	
359010PRE	CONFIRM LOCAL SUPPORT FOR INITIAL PLANS	HAO	5/21/2018 A	5/21/2018 A	
238020PRE	PHASE II EVALUATION OF CONSULTANT	HAO	5/31/2018 A	7/27/2018 A	
424010PRE	R/W DESIGN SUPPORT FIELD REVIEW	MCPHAIL	6/4/2018 A	6/4/2018 A	
900090PRE	PRE-PARCEL REVIEW MTG	HAO	6/11/2018 A	6/11/2018 A	
145010PRE	Environmental Permit Application Process	HAO	6/12/2018 A	7/23/2018 A	
272010PRE	Environmental Permit Agency Review	HAO	7/24/2018 A	11/22/2019 A	
138030PRE	R/W IMPACT REVISIONS	HAO	7/24/2018 A	8/6/2018 A	
131020PRE	PHASE III SOILS REPORT - NA	HAO	7/24/2018 A	8/30/2018 A	
139010PRE	60% R/W MAP	CHENEY	8/7/2018 A	11/15/2018 A	
322020PRE	Final R/W Requirements and LOC TO S & M	HAO	8/27/2018 A	8/27/2018 A	
900050PRE	60% MAPPING TEAM MEETING (PARCEL BY PARCEL)	HAO	8/28/2018 A	8/28/2018 A	
133060PRE	SIGNED & SEALED GEOTECH FOUNDATIONS REPORT	HAO	10/31/2018 A	10/31/2018 A	
131030PRE	SIGNED & SEALED SOILS REPORT	HAO	10/31/2018 A	10/31/2018 A	
140020PRE	60% R/W MAP REVIEW	CHENEY	11/19/2018 A	12/19/2018 A	
298060PRE	R/W ESTIMATE - INITIAL PLANS COMPLETION	MCPHAIL	12/7/2018 A	12/20/2018 A	
146110PRE	TITLE SEARCH UPDATE	CHENEY	12/17/2018 A	1/25/2019 A	
325010PRE	PREPARE TIITF PACKAGE (REQUIRED)	CHENEY	12/17/2018 A	5/10/2019 A	
139020PRE	90% R/W MAP*	CHENEY	12/20/2018 A	5/20/2019 A	
264030PRE	UTILITY CONTACT (FOR DB)	NESTER	4/19/2019 A	8/21/2020 A	
352020PRE	AUTHORIZE PH 45 RW RELOCATION FY 19	ADKINS	4/22/2019 A	4/22/2019 A	
351020PRE	AUTHORIZE PH 43 RW PURCHASE FY 19	ADKINS	4/22/2019 A	4/22/2019 A	
315050PRE	R/W Control Survey Map Complete	CHENEY	4/30/2019 A	4/30/2019 A	
140030PRE	90% R/W MAP REVIEW	CHENEY	5/21/2019 A	7/2/2019 A	

349030PRE	AUTH/ENC PH 4B RW CONTRACT FY 20	ADKINS	6/17/2019 A	6/17/2019 A		
933070PRE	Funds Removed (potential Brightline impacts)*	PROF.SVC.	7/1/2019 A	7/1/2019 A		
139030PRE	100% R/W MAP	CHENEY	7/4/2019 A	7/24/2019 A		
140040PRE	100% R/W MAP REVIEW	CHENEY	7/25/2019 A	9/2/2019 A		
852010PRE	ENCUMBER PH 36 UTILITY FUNDS	NESTER	8/12/2019 A	8/12/2019 A		
106040PRE	CERTIFIED DESIGN SURVEY DELIVERABLES	CHENEY	8/15/2019 A	8/15/2019 A		
157010PRE	R/W MAP COMPLETE*	CHENEY	11/11/2019 A	11/11/2019 A		
344010PRE	ADV ACQ NEGOTIATION	DALLHOFF	11/12/2019 A	11/12/2019 A		
342010PRE	ADV ACQ CONTRACT & APPRAISAL	ADKINS	11/12/2019 A	11/12/2019 A		
343010PRE	ADV ACQ APPRAISAL REVIEW	ADKINS	11/12/2019 A	11/12/2019 A		
121020PRE	AUTHORIZE PH 41 RW IN-HOUSE FY 20	ADKINS	11/13/2019 A	11/13/2019 A		
201010PRE	SUBMIT INITIAL PLANS	HAO	1/7/2020 A	1/7/2020 A		
359050PRE	INITIAL ANNUAL LOCAL AGENCY CONTACT	HAO	1/8/2020 A	1/8/2020 A		
340010PRE	ADV ACQ DOCUMENTS TO R/W*	CHENEY	2/4/2020 A	2/4/2020 A		
264040PRE	DISTRICT UTILITY REVIEW (FOR DB)	NESTER	8/31/2020 A	8/31/2020 A		
163510PRE	Off System Agreement Developed	LOCAL AGREE	9/1/2020 A	9/28/2020 A		
163520PRE	Submit Off System Agreement to Local Agency for Appprov	al LOCAL AGREE	9/29/2020 A	9/29/2020 A		
163530PRE	RCID Agreement Executed	LOCAL AGREE	9/30/2020 A	6/30/2021 A		
144010PRE	INSTRUMENT PREP*	CHENEY	11/12/2020 A	1/6/2021 A		
120010A00	Appraisals Released Parcels as of 7-1-23	ADKINS	1/2/2023 A	1/31/2024	23	141
351023PRE	AUTHORIZE PH 43 RW PURCHASE FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
352023PRE	AUTHORIZE PH 45 RW RELOCATION FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
121023PRE	AUTHORIZE PH 41 RW IN-HOUSE FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
349023PRE	AUTH/ENC PH 4B RW CONTRACT FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
127023PRE	AUTHORIZE PH 42 ROW CONSULT CONTR EXECUT FY 23	ADKINS	4/17/2023 A	4/17/2023 A		
121010A00	Negotiation Released Parcels as of 7-1-23	DALLHOFF	4/24/2023 A	8/15/2024	164	216
143010A00	Appraisal Review Released Parcels as of 7-1-23	ADKINS	5/29/2023 A	5/23/2024	104	90
264005000	Prepare Concept Plans	CHACON	6/13/2023 A	7/31/2023 A		
950005000	Develop Program Delivery Alternatives	CHACON	6/13/2023 A	1/17/2024	13	3
250PHDB00	Program Leadership Team Begins Work	CHACON	6/13/2023 A	6/13/2023 A		
107010000	Prepare and Submit 1st Draft RFQ	CHACON	6/13/2023 A	8/28/2023 A		
162010000	Complete Interim SIMR Draft	CHACON	6/14/2023 A	7/18/2023 A		
162020000	FDOT Concurrent (D5 CO TPK) Review Interim SIMR	CHACON	7/19/2023 A	8/1/2023 A		
991585000	Develop Pre-Let OPCC	CHACON	7/27/2023 A	11/21/2023 A		
364020000	FDOT Review Concept Design	CHACON	7/31/2023 A	8/31/2023 A		
364010000	Submit Concept Design for FDOT Review	CHACON	7/31/2023 A	7/31/2023 A		
364060000	Utility Coordination & Analysis	CHACON	7/31/2023 A	1/10/2024	8	8
162030000	Incorporate FDOT Comments and Prepare Full SIMR	CHACON	8/2/2023 A	1/19/2024	15	19
299010000	Develop CCEI Scope of Services	CHACON	8/15/2023 A	10/23/2023 A		
991145000	Prepare PMP	CHACON	8/21/2023 A	3/15/2024	55	340

107020000	FDOT Review 1st Draft RFQ	CHACON	8/29/2023 A	9/25/2023 A		
364030000	Incorporate FDOT Comments and Cost Savings Plan (Concept	CHACON	8/31/2023 A	1/5/2024	5	
	Pla					
365005000	Industry Forum Kickoff Meeting	CHACON	9/22/2023 A	9/22/2023 A		
365020000	Prepare Agenda for Industry Forum	CHACON	9/25/2023 A	11/17/2023 A		
107050000	Prepare and Submit Draft Final RFQ	CHACON	9/26/2023 A	1/17/2024	13	3
991515000	Prepare SEP 14 Request Letter	CHACON	9/26/2023 A	12/14/2023 A		
950010000	Legislative Budget Approval	CHACON	9/27/2023 A	9/27/2023 A		
991250000	Funds Programmed	CHACON	9/27/2023 A	9/27/2023 A		
991065000	Prepare Estimates for CO Financial Plan	CHACON	9/28/2023 A	3/15/2024	55	271
164010000	Stage I Scope Review	CHACON	10/24/2023 A	1/1/2024		37
365010000	Secure Venue for Industry Forum - in FTBA	CHACON	10/31/2023 A	11/13/2023 A		
450010000	Prepare TIP/STIP Amendment	CHACON	10/31/2023 A	12/14/2023 A		
157010B00	R/W Map Complete Unreleased Parcels as of 7-1-2023	CHENEY	11/6/2023 A	11/6/2023 A		
144010B00	Instrument Prep Unreleased Parcels as of 7-1-2023	CHENEY	11/7/2023 A	11/27/2023 A		
365030000	Prepare Presentation/Display Material	CHACON	11/20/2023 A	1/26/2024	20	17
991518000	Submit SEP 14 Request Letter to Central Office	CHACON	12/14/2023 A	12/14/2023 A		
450020000	TIP/STIP Approval	CHACON	12/15/2023 A	2/14/2024	33	43
991005000	Schedule Risk Analysis - Verify Funding	CHACON	1/1/2024	1/5/2024	5	149
991535000	FHWA Review SEP 14 Request	CHACON	1/4/2024	1/31/2024	20	5
991525000	Submit SEP 14 Request Letter to FHWA	CHACON	1/4/2024	1/4/2024	1	5
231010000	Planned Ad in D1	CHACON	1/5/2024	1/5/2024	1	33
991405000	Base Cost Meeting - Pre-Construction	CHACON	1/8/2024	1/8/2024	1	175
365040000	Presentation/Display Material FDOT Review	CHACON	1/8/2024	1/26/2024	15	17
364035000	Geotechnical Data Collection and Analysis	CHACON	1/8/2024	3/29/2024	60	140
268010B00	Documents to R/W Unreleased Parcels as of 7-1-2023	CHENEY	1/8/2024	1/8/2024	1	675
364040000	FDOT Review Final Concept Design - Interactive	CHACON	1/8/2024	1/17/2024	8	
349010B00	PH 4B ROW Service Contract Exec Unreleased Parcels as of 7-	ADKINS	1/9/2024	1/9/2024	1	724
	1					
	Appraisal Contract Unreleased Parcels as of 7-1-2023	ADKINS	1/9/2024	3/18/2024	50	
	Schedule Risk Analysis - Pre-Construction	CHACON	1/9/2024	1/15/2024	5	175
	Advertise Industry Forum	CHACON	1/12/2024	1/12/2024	1	9
	FDOT Approval of Concept Design	CHACON	1/17/2024	1/17/2024	1	
107060000	FHWA Review RFQ	CHACON	1/18/2024	2/14/2024	20	3
145010NEP	Develop Permits for Concept Plans	CHACON	1/18/2024	5/8/2024	80	
162040000	FDOT Concurrent (D5 CO TPK) Review Full SIMR	CHACON	1/22/2024	2/2/2024	10	19
	Prepare NEPA Reevaluation for Planning Consistency	CHACON	1/25/2024	2/14/2024	15	43
	Address FHWA Comments - SEP 14 Request	CHACON	2/1/2024	2/14/2024	10	5
162050000	Incorporate FDOT Comments and Finalize Full SIMR	CHACON	2/5/2024	2/16/2024	10	19
365060000	Hold Industry Forum - in FTBA	CHACON	2/9/2024	2/9/2024	1	8

991555000	Resubmit SEP 14 Request Letter to FHWA	CHACON	2/14/2024	2/14/2024	1	5
	Incorporate FHWA Comments - Final RFQ	CHACON	2/15/2024		10	
	FHWA Final Review and Approval of SEP 14 Request	CHACON	2/15/2024	3/13/2024	20	
	Submit NEPA Reevaluation for Planning Consistency to OEM		2/15/2024		1	
	OEM Review of NEPA Reevaluation for Planning Consistency	CHACON	2/16/2024	3/14/2024	20	
	PRE-NEPA CSRA	CHACON	2/19/2024	2/20/2024	20	
	FDOT Review and Submit Full SIMR to FHWA	CHACON	2/19/2024	3/1/2024	10	
					20	
	Pre-Construction CSRA	CHACON	2/21/2024	3/19/2024 3/1/2024	20 1	
	Advertisement Post in D1	PROF.SVC.	3/1/2024			
	Planned Ad Approved	CHACON	3/4/2024		1	
	FHWA Review SIMR	CHACON	3/4/2024		65	19
	FHWA Authorization Approval for Ad	CHACON	3/13/2024		1	
	Advertisement with Final RFQ	CHACON	3/14/2024	3/14/2024	1	
	Submit PMP to FDOT for Review	CHACON	3/15/2024		1	0.0
1	Address OEM Comments - NEPA Reevaluation for Planning	CHACON	3/15/2024	3/21/2024	5	43
	Consis					
	FDOT Review of PMP	CHACON	3/18/2024		10	
	Submit Estimates to CO	CHACON	3/18/2024		1	
	CO Review Estimates for Financial Plan	CHACON	3/19/2024	3/19/2024	1	271
	Appraisals Unreleased Parcels as of 7-1-2023	ADKINS	3/19/2024	9/30/2024	140	
	Incorporate CO Comments into Estimates	CHACON	3/20/2024	3/20/2024	1	
	Resubmit Estimates to CO	CHACON	3/21/2024	3/21/2024	1	271
	CO Program Funding for Financial Plan	CHACON	3/22/2024		20	
741060000 I	Resubmit Reevaluation for Planning Consistency to OEM	CHACON	3/22/2024	3/22/2024	1	
741070000	OEM Final Review of NEPA Planning Consistency	CHACON	3/25/2024	4/19/2024	20	
991225000 I	Incorporate District Comments into PMP	CHACON	4/1/2024	4/12/2024	10	340
991165000	Submit PMP to CO	CHACON	4/12/2024	4/12/2024	1	340
991155000	CO Review PMP	CHACON	4/15/2024	4/26/2024	10	340
459010000 I	Letters of Response Due	CHACON	4/15/2024	4/15/2024	1	5
107800000 I	Responsive Determination Due to Selection Committee	CHACON	4/17/2024	4/17/2024	1	5
990976000	Prepare FHWA Initial Financial Plan	CHACON	4/19/2024	6/27/2024	50	271
351024PRE	AUTHORIZE PH 43 RW PURCHASE FY 24	Bracken	4/22/2024	4/22/2024	1	
107050PDB	Selection Committee Confirms Responsive Proposer List	CHACON	4/22/2024	4/22/2024	1	5
1	Publi					
741080000 I	Director Approval of NEPA Document for Planning	CHACON	4/22/2024	4/26/2024	5	43
	Consistency					
	Incorporate CO Comments into PMP	CHACON	4/29/2024	5/3/2024	5	340
	Resubmit PMP to CO	CHACON	5/3/2024		1	340
	CO Final Review PMP	CHACON	5/6/2024	5/15/2024	8	
	Final Selection Meeting in D1	PROF.SVC.	5/7/2024		1	

900020000	Finalize Scope of Services in D1	CHACON	5/8/2024	5/14/2024	5	35
272010NEP	File Permits - Concept Plans	CHACON	5/9/2024	5/9/2024	1	
145020NEP	Agency Review Permits - Concept Plans	CHACON	5/10/2024	6/6/2024	20	
164030000	Negotiate Staffhours in D1	CHACON	5/15/2024	6/11/2024	20	35
991305000	Submit PMP to FHWA	CHACON	5/15/2024	5/15/2024	1	340
107788000	Presentation with Questions and Answers	CHACON	5/15/2024	5/15/2024	1	5
991315000	FHWA Review PMP	CHACON	5/16/2024	6/5/2024	15	340
107770PDB	Grades Due to PSU (Sealed)	CHACON	5/31/2024	5/31/2024	1	5
162080000	Final SIMR Approval	CHACON	6/3/2024	6/14/2024	10	19
991325000	Incorporate FHWA Comments into PMP	CHACON	6/6/2024	6/10/2024	3	340
145030NEP	Coordinate Responses to RAIs	CHACON	6/7/2024	10/10/2024	90	
107283PDB	Selection Committee Approves Winner (Public)	CHACON	6/10/2024	6/10/2024	1	5
255010PDB	Design Build R/W Certified	ADKINS	6/10/2024	6/10/2024	1	5
991505000	Signature by District Secretary - PMP	CHACON	6/11/2024	6/11/2024	1	340
991335000	Resubmit PMP to FHWA	CHACON	6/11/2024	6/11/2024	1	340
991345000	FHWA Final Review PMP	CHACON	6/12/2024	6/18/2024	5	340
741220000	Prepare NEPA Design Change Reevaluation	CHACON	6/17/2024	7/5/2024	15	19
143010B00	Appraisal Review Unreleased Parcels as of 7-1-2023	ADKINS	6/18/2024	11/25/2024	115	715
991355000	Signature by FHWA Division Administrator - PMP	CHACON	6/18/2024	6/18/2024	1	340
107890000	FHWA Concurrence to Award	CHACON	6/20/2024	6/20/2024	1	5
991365000	CO Review Initial Financial Plan	CHACON	6/28/2024	7/11/2024	10	271
107900000	Anticipated Award Date	PROF.SVC.	7/5/2024	7/5/2024	1	30
991575000	Planning Phase Scope of Services & Staff Hour Negotiations	PROF.SVC.	7/8/2024	8/30/2024	40	30
741230000	Submit NEPA Design Change Reevaluation to OEM	CHACON	7/8/2024	7/8/2024	1	19
741240000	OEM Review of NEPA Reevaluation for Design Changes	CHACON	7/9/2024	8/5/2024	20	19
	Submit Initial Financial Plan to FHWA	CHACON	7/12/2024	7/12/2024	1	271
990985000	FHWA Review Initial Financial Plan	CHACON	7/15/2024	8/9/2024	20	271
240010A00	Complete Suit Data Released Parcels as of 7-1-23	DALLHOFF	7/26/2024	7/26/2024	1	90
203010000	Execute CEI Contract in D1	CHACON	7/31/2024	7/31/2024	1	
741250000	Address OEM Comments - NEPA Reevaluation for Design	CHACON	8/6/2024	8/12/2024	5	19
	Changes					
991025000	Incorporate FHWA into Initial Financial Plan	CHACON	8/12/2024	8/23/2024	10	271
741260000	Resubmit Design Change Reevaluation to OEM	CHACON	8/13/2024	8/13/2024	1	19
741270000	OEM Final Review of NEPA Design Changes	CHACON	8/14/2024	9/10/2024	20	19
991035000	Resubmit Initial Financial Plan to FHWA	CHACON	8/26/2024	8/26/2024	1	271
991045000	FHWA Final Review Initial Financial Plan	CHACON	8/27/2024	9/23/2024	20	271
741280000	Director Approval of NEPA Document	CHACON	9/11/2024	9/17/2024	5	19
991375000	Signature by Asst Secretary of Finance - Initial Finance Pla	CHACON	9/24/2024	9/30/2024	5	271
991055000	Recieve FHWA Approval of Initial Financial Plan	CHACON	9/30/2024	9/30/2024	1	271
121010B00	Negotiation Unreleased Parcels as of 7-1-2023	DALLHOFF	10/1/2024	7/7/2025	200	675

222010NEP	Approved Permits	CHACON	10/11/2024	10/11/2024	1	
284010000	Anticipated Execution Phase Design Build	PROF.SVC.	10/14/2024	10/14/2024	1	
250312000	NTP PDB Contract	CHACON	10/15/2024	10/15/2024	1	
210312000	DB Firm Prepares Planning Phase Deliverables	CHACON	10/16/2024	10/14/2025	260	
351025PRE	AUTHORIZE PH 43 RW PURCHASE FY 25	Bracken	11/4/2024	11/4/2024	1	
273010A00	Final R/W Order of Taking Released Parcels as of 7-1-23	DALLHOFF	2/10/2025	2/10/2025	1	90
240010B00	Complete Suit Data Unreleased Parcels as of 7-1-2023	DALLHOFF	2/18/2025	2/18/2025	1	675
129010A00	Relocation Work Released Parcels as of 7-1-23	ADKINS	4/28/2025	4/28/2025	1	90
125010A00	R/W Demo & Clear Work Released Parcels as of 7-1-23	DALLHOFF	4/29/2025	6/9/2025	30	90
255010A00	DB R/W Certified Released Parcels as of 7-1-23	ADKINS	6/10/2025	6/10/2025	1	90
273010B00	Final R/W Order of Taking Unreleased Parcels as of 7-1-2023	DALLHOFF	9/3/2025	9/3/2025	1	675
312010000	Begin Construction	CHACON	10/15/2025	10/15/2025	1	
129010B00	Relocation Work Unreleased Parcels as of 7-1-2023	ADKINS	11/19/2025	11/19/2025	1	675
125010B00	R/W Demo & Clear Work Unreleased Parcels as of 7-1-2023	DALLHOFF	11/20/2025	12/31/2025	30	675
255010B00	R/W Certified Unreleased Parcels as of 7-1-2023	ADKINS .	1/1/2026	1/1/2026	1	675
203075000	Final Monumentation Underway - Unfunded	Campanile	2/3/2028	2/3/2028	1	
300230000	Monumentation Map Recorded	Campanile	7/21/2028	8/3/2028	10	

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**Enterprise Community Development District** 210 N. University Dr., Ste 702 Coral Springs, FL 33071

PS Form 3811, July 2020 PSN 7530-02-000-9053

2. Article Number (Transfer from service label)

Coral Springs, FL 33071

1. Article Addressed to:

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