

# City Gate Community Development District

*12051 Corporate Boulevard, Orlando, FL 32817-1450*

*P. 407-723-5900*

*F. 407-723-5901*

---

Board of Supervisors  
**CITY GATE COMMUNITY  
DEVELOPMENT DISTRICT**

Thursday June 15, 2023, 4:30 p.m.  
9010 Strada Stell Court, Suite 207  
Naples, FL 34109

## **Call to Order / Roll Call**

## **Public Comments**

## **Administrative Matters**

- Tab 1 - Consideration of Minutes of the November 3, 2022 Landowners Meeting.
- Tab 2 - Consideration of Minutes of the November 3, 2022 Board of Supervisors Budget Public Hearing Meeting.

## **Financial Matters**

- Tab 3 - Consideration of Resolution 2022-1, approving a proposed budget for Fiscal Year 2022/2023 and setting a public hearing to adopt budget.
- Tab 4 - Consideration of May 2023 District Financial Statements.

## **Operational Matters**

- Tab 5 - Consideration of Peninsula Engineering Contract.
- Tab 6 - Consideration of Ecotone Contract.
- Tab 7 - Consideration of Sureflow Irrigation Contract.
- Tab 8 - Consideration of Yardology Contract.
- Tab 9 - Consideration of City Gate Boulevard North Landscape Proposal.
- Tab 10 - Consideration of Collier Environmental Contract.

- Tab 11 - Consideration of Wayfinding Signage Program.
- Tab 12 - Consideration of Well-Field Easement Restoration Update.

### **Other Business**

#### **Staff Reports**

- Manager's Report
  - Tab 13 - Supervisor of Elections Letter.
- Form 1 due **NO LATER THAN JULY 1** to Supervisor of Elections.
- Attorney's Report
- Engineer's Report

#### **Supervisor's Requests**

- City Gate Commerce Park update.

#### **Adjournment**

# EXHIBIT 1

**CITY GATE COMMUNITY DEVELOPMENT DISTRICT**  
**12051 Corporate Boulevard**  
**Orlando, FL 32817**

---

**MINUTES OF LANDOWNER MEETING**

**City Gate CDD Landowner Meeting**  
**Thursday, November 3, 2022, 4:37 p.m.**

9010 Strada Stell Court, Suite 207  
Naples, FL 34109

Present and constituting a quorum were:

Roger B. Rice	Board Member
John Fraine	Board Member (On-Line)
Jennifer Belpedio	Board Member
Brad Heisner	Board Member

Also present was:

Russ Weyer	Real Estate Econometrics, Inc.
Joe Davidow	Willis & Davidow, LLC
Amy Champagne	PFM Consulting Group (via Zoom)
Joe Weber	850 NWN LLC (via Zoom)
Kathleen Singer	Notary

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Mr. Weyer called the meeting to order. The members in attendance are as outlined above and a quorum was established.

**SECOND ORDER OF BUSINESS**

**Election of Supervisors**

Mr. Weyer determined that there were 182 voting units represented through 4 proxies. Both seats 1 and 2 are up for reelection to 4-year terms. The nomination for Seat 1 is Brad Heisner and for Seat 2 is Jennifer Belpedio. Mr. Weyer then presented the proxy ballots and pointed out that Mr. Heisner and Ms. Belpedio both received 182 votes for their respective seats.

**THIRD ORDER OF BUSINESS**

**Landowner Questions & Comments**

There were none.



## **ADJOURNMENT**

Mr. Weyer declared the City Gate Community Development District Landowner Meeting as adjourned.

---

Secretary/Assistant Secretary

---

Chairperson/Vice-Chairperson

# EXHIBIT 2

**CITY GATE COMMUNITY DEVELOPMENT DISTRICT**  
**12051 Corporate Boulevard**  
**Orlando, FL 32817**

---

**MINUTES OF GENERAL MEETING**

**Board of Supervisors General Meeting**  
**Thursday, September 16, 2021, 4:37 p.m.**

9010 Strada Stell Court, Suite 207  
Naples, FL 34109

Present and constituting a quorum were:

Roger B. Rice	Board Member
John Fraine	Board Member (On-Line)
Jennifer Belpedio	Board Member
Brad Heisner	Board Member

Also present was:

Russ Weyer	Real Estate Econometrics, Inc.
Joe Davidow	Willis & Davidow, LLC
Amy Champagne	PFM Consulting Group (via Zoom)
Joe Weber	850 NWN LLC (via Zoom)
Kathleen Singer	Notary

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Mr. Weyer called the meeting to order, noted that this is a public hearing and proceeded with the roll call. The members in attendance are as outlined above and a quorum was established.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public Comment. There was no one from the public in attendance.

**THIRD ORDER OF BUSINESS**

**Administrative Matters**

**1. Consideration of Resolution 2022-7: Canvassing and Certifying the Results of the Landowners Election of Supervisors for City Gate Community Development District.**

Mr. Weyer presented the resolution which canvasses and certifies the City Gate CDD Landowners Meeting held prior to this meeting. He pointed out that both candidates received 182 votes.

On MOTION by Mr. Rice and seconded by Ms. Belpedio, with all in favor, the Board of Supervisors of City Gate Community Development District adopted Resolution 2022-7: Canvassing and Certifying the Landowner Election Results.

Ms. Singer gave both Jennifer Belpedio and Brad Heisner their Oaths of Office.

**2. Resolution 2022 – 8: Designating FY 2022-23 Officers of the City Gate CDD.**

Mr. Weyer presented the slate of officers for the remainder of Fiscal Year 2022-2023. It remains the same slate as approved at the September 1<sup>st</sup> meeting. The only change was to add Jennifer Walden in place of Hank Fishkind.

There were no further comments.

On MOTION by Ms. Belpedio and seconded by Mr. Rice, with all in favor, the Board of Supervisors of City Gate Community Development District Resolution 2022-8: Designating FY 2022-2023 officers of the City Gate CDD.

**3. Approval of the September 1, 2022 Meeting Minutes**

Mr. Weyer presented the September 1, 2022 Meeting Minutes. There were no further comments.

On MOTION by Mr. Heisner and seconded by Mr. Fraine, with all in favor, the Board of Supervisors of City Gate Community Development District approved the September 1, 2023 meeting minutes.

**FOURTH ORDER OF BUSINESS**

**Operational Matters**

**4. Ratification of Great Wolf Lodge Dewatering Request Approval.**

Mr. Rice explained that this is minor modification that the South Florida Water Management District required from Great Wolf Lodge that they will not violate our permit or their permit and that they have to indemnify the District. This is a temporary modification during construction. It is related to dewatering.

On MOTION by Ms. Belpedio and seconded by Mr. Rice, with all in favor, the Board of Supervisors of City Gate Community Development District approved the ratification of the Great Wolf Lodge Dewatering request approval.

**5. Carr Riggs & Ingram LLC Audit Engagement Letter**

Mr. Weyer presented the Carr Riggs & Ingram LCC audit engagement letter to the Board. He said this is an annual requirement by state statute and covers the auditing in arrears (Fiscal Year 2021-2022). There was no further discussion.

On MOTION by Mr. Rice and seconded by Mr. Heisner, with all in favor, the Board of Supervisors of City Gate Community Development District approved the September 1, 2023 meeting minutes.

## **FIFTH ORDER OF BUSINESS**

### **Financial Matters**

#### **6. Consideration of the City Gate Community Development District Financials through September 30, 2022.**

Ms. Champagne presented the District Financials through September 30, 2022. Mr. Weyer pointed out that the off-roll assessments came in at \$304,000 which was on budget. The expenses came in at \$345,000, which was mostly made up of the \$25,000 payment of the developer advance from a couple of years ago. The actual budget is \$15,000 budget deficit. There was a carry-over of \$100,000 from last year so essentially our carry over for this past fiscal year is \$60,000.

Mr. Heisner asked what was the \$20,000 management line item. Mr. Weyer explained that was the fee for PFM Group Consulting for management of the District.

There was no further discussion.

On MOTION by Ms. Belpedio and seconded by Mr. Rice, with all in favor, the Board of Supervisors of City Gate Community Development District accepted the District financial statements through September, 2022.

## **STAFF REPORTS**

**District Manager's Report** - Mr. Weyer had nothing further to report.

**Attorney's Report** - Mr. Pickworth was not present.

**Engineer's Report** – Mr. Fruth was not present.

## **SUPERVISORS REQUESTS**

Mr. Rice presented an update on the county berm road that was created after the Hurricane Ian cleanup. Mr. Rice noted that the District will require the County to restore the berm road back to its natural state.

Mr. Rice also presented an update on the traffic light warrant study at the intersection of City Gate Boulevard North and Collier Boulevard. The District received a positive warrant study which states that the traffic light is warranted. The schedule that the county gave the contractor 1,635 days (4-1/2 years) but the county has shown interest in accelerating the construction timeline. Mr. Rice asked if Mr. Heisner would like to join in the conversation with the county. Mr. Heisner asked if there is anything he could do to help expedite the process. A discussion on the staff and political situation at the county as it relates to the traffic situation.

Mr. Heisner gave an update on the Uline building.

## **ADJOURNMENT**

On MOTION by Ms. Belpedio and seconded by Mr. Rice, with all in favor, the Board of Supervisors of City Gate Community Development District accepted the District financial statements through September, 2022.

---

Secretary/Assistant Secretary

---

Chairperson/Vice-Chairperson

# EXHIBIT 3

## **RESOLUTION 2023-1**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CITY GATE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (the "Board") of the CITY GATE Community Development District (the "Board") a proposed operating budget for Fiscal Year 2023/2024, a copy of which is attached hereto as **Appendix 1** (the "Proposed Budget") ; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CITY GATE COMMUNITY DEVELOPMENT DISTRICT:**

1. The Proposed Budget proposed by the District Manager for Fiscal Year 2023/2024, a copy of which is attached hereto as **Exhibit A**, is hereby approved and adopted.
2. A public hearing (the "Public Hearing") is hereby scheduled for the following date, hour and location for the purpose of receiving public comments on the Proposed Budget:

DATE: Thursday, September 7, 2023

HOUR: 4:30 p.m.

LOCATION: 9010 Strada Stell Court, Suite 207, Naples, Florida 34109.

3. The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the scheduled Public Hearing set forth above.



4. Notice of this scheduled Public Hearing shall be published in the manner prescribed in Florida law.

5. This Resolution shall take effect immediately upon adoption.

**PASSED, ADOPTED AND EFFECTIVE THIS 15th DAY OF  
JUNE, 2023.**

**ATTEST:**

**THE CITY GATE COMMUNITY  
DEVELOPMENT DISTRICT**

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

**Secretary/Assistant Secretary**

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

**Chairperson/Vice Chairperson**

# APPENDIX 1

**CITY GATE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
General Fund Assessments  
Proposed Fiscal Year 2023/2024 (Ending September 30th, 2024)

Revenues		Actuals 5/31/2023	Adopted 2023	Proposed 2024	Change FY23/24 versus FY22/23
	Carry Forward	\$ 13,333	\$ 20,000	\$ 20,000	\$ -
	Off-Roll Assessments	\$ 240,159	\$ 333,770	\$ 367,970	\$ 34,200
	Developer Contribution				
		\$ 253,493	\$ 353,770	\$ 387,970	\$ 34,200
<b>General &amp; Administrative Expenses</b>					
001-051-1000-45-01	POL Insurance	\$ 2,629	\$ 2,825	\$ 3,025	\$ 200
001-051-3000-31-02	Management	\$ 13,333	\$ 20,000	\$ 20,000	\$ -
001-051-3000-31-04	Engineering	\$ 4,383	\$ 6,000	\$ 7,500	\$ 1,500
001-051-3000-31-08	District Counsel	\$ 350	\$ 2,500	\$ 2,500	\$ -
001-051-3000-32-01	Audit	\$ 2,500	\$ 5,000	\$ 6,200	\$ 1,200
001-051-3000-42-01	Postage & Shipping	\$ 30	\$ 50	\$ 50	\$ -
001-051-3000-47-01	Copies	\$ -	\$ 400	\$ 400	\$ -
001-051-3000-48-01	Legal Advertising	\$ 791	\$ 1,500	\$ 1,500	\$ -
001-051-3000-49-02	Miscellaneous	\$ -	\$ 200	\$ 200	\$ -
	Signal Warrant Study	\$ 5,000	\$ 12,500	\$ -	\$ (12,500)
001-051-3000-49-11	Website Maintenance	\$ 440	\$ 2,520	\$ 2,520	\$ -
001-051-3000-54-01	Dues, Licenses and Fees	\$ 175	\$ 175	\$ 175	\$ -
001-051-9000-49-02	Principal Payments - Monument Loan	\$ -	\$ -	\$ -	\$ -
001-051-9000-49-02	Interest Payments - Monument Loan	\$ -	\$ -	\$ -	\$ -
001-053-1000-43-01	Electric	\$ 2,066	\$ 2,750	\$ 4,000	\$ 1,250
001-053-9000-45-01	General Insurance	\$ 3,213	\$ 3,450	\$ 3,700	\$ 250
001-053-9000-46-06	Irrigation	\$ 5,328	\$ 10,000	\$ 8,000	\$ (2,000)
001-053-9000-46-09	Landscaping Maintenance & Material	\$ 112,500	\$ 80,200	\$ 81,000	\$ 800
	Lawn Mowing		\$ 90,000	\$ 90,000	\$ -
	Mulch & Landscape Undate - CG Blvd. N.		\$ -	\$ 55,000	\$ 55,000
001-054-1000-53-01	Roadway Maintenance (Re-Striping)	\$ -	\$ 5,000	\$ 5,000	\$ -
001-054-1000-34-01	Sidewalk & Curb Pressure Cleaning	\$ -	\$ 5,700	\$ 5,700	\$ -
001-053-9000-46-08	Lake Maintenance	\$ 4,846	\$ 10,000	\$ 9,000	\$ (1,000)
001-053-9000-46-15	Contingency	\$ -	\$ 10,000	\$ 10,000	\$ -
001-054-1000-43-02	Streetlights	\$ 31,444	\$ 58,000	\$ 62,500	\$ 4,500
	<b>Total O &amp; M Expenditures</b>	\$ 189,028	\$ 328,770	\$ 377,970	\$ 49,200
	Capital Expenditures				
	General Reserves	\$ 16,667	\$ 25,000	\$ 10,000	\$ (15,000)
	Monuments (CGBN & CGBS)	\$ -	\$ -	\$ -	\$ -
		\$ 205,694	\$ 353,770	\$ 387,970	\$ 49,200

**CITY GATE COMMUNITY DEVELOPMENT DISTRICT FY 2023-2024 GENERAL FUND ASSESSMENTS**

Lot #	Owner	Acres inclusive of FPL Easement	Acres Net of FPL Easement	Percent of Net Assessed Acres	Annual Assessment Budget	Quarterly Assessment Budget
1	850 NWN LLC	5.00	3.64	1.76%	\$ 6,464.03	\$ 1,616.01
2	850 NWN LLC	2.01	2.01	0.97%	\$ 3,569.42	\$ 892.36
3	850 NWN LLC	2.00	2.00	0.97%	\$ 3,551.66	\$ 887.92
4	850 NWN LLC	2.37	2.37	1.14%	\$ 4,208.72	\$ 1,052.18
Replat 1	SFWMD	5.07	5.07	2.45%	\$ 9,003.46	\$ 2,250.87
5	850 NWN LLC	0.53	0.53	0.26%	\$ 941.19	\$ 235.30
5	CG II LLC	9.56	9.56	4.61%	\$ 16,976.95	\$ 4,244.24
6	CG II LLC	7.73	7.73	3.73%	\$ 13,727.18	\$ 3,431.79
Replat No. 4 Lot 7	City Gate Naples, LLC	22.90	15.30	7.38%	\$ 27,170.22	\$ 6,792.55
Replat No. 4 Lot 8	City Gate Naples, LLC	8.00	5.92	2.86%	\$ 10,512.92	\$ 2,628.23
Replat No. 4 Lot 9	City Gate Naples, LLC	61.28	61.28	29.57%	\$ 108,822.94	\$ 27,205.74
Replat No. 5 Lot 10	GWR Naples, LLC	6.84	6.84	3.30%	\$ 12,146.69	\$ 3,036.67
Replat No. 5 Lot 10	GWR Naples, LLC	13.34	13.34	6.44%	\$ 23,689.59	\$ 5,922.40
Replat No. 4 Lot 11	City Gate Naples, LLC	3.69	3.69	1.78%	\$ 6,552.82	\$ 1,638.20
Sports Complex Lot 26	Collier County	67.93	67.93	32.78%	\$ 120,632.22	\$ 30,158.05
		218.25	207.21	100%	\$ 367,970.00	\$ 91,992.50

	ACRES	TOTAL 2024 ASSESSMENT	FY 2023 ASSESSMENT	CHANGE	ASSESSMENT PER ACRE
850 NWN LLC	10.55	\$18,735.02	\$18,012.03	\$722.99	\$1,775.83
CG II LLC	17.29	30,704.12	29,519.25	1,184.88	\$1,775.83
City Gate Naples, LLC	86.19	153,058.90	147,152.34	5,906.56	\$1,775.83
GWR Naples	20.18	35,836.28	34,453.35	1,382.93	\$1,775.83
COLLIER COUNTY	67.93	120,632.22	115,977.01	4,655.21	\$1,775.83
SFWMD	5.07	9,003.46	8,656.02	347.44	\$1,775.83
	207.21	\$367,970.00	\$353,770.00		

# EXHIBIT 4

**City Gate CDD**  
Statement of Activities  
As of 5/31/2023

**General Fund**

**Revenues**

Off-Roll Assessments	\$240,159.46
Total Revenues	<hr/> \$240,159.46

**Expenses**

POL Insurance	\$2,629.00
Management	13,333.36
Engineering	4,382.50
District Counsel	350.00
Audit	2,500.00
Postage & Shipping	30.03
Legal Advertising	791.00
Web Site Maintenance	440.00
Dues, Licenses, and Fees	175.00
Electric	2,066.39
General Insurance	3,213.00
Irrigation - Repair	5,327.50
Lake Maintenance	4,845.75
Landscaping Maintenance & Material	112,500.00
Contingency	5,000.00
Streetlights	31,444.29
Total Expenses	<hr/> \$189,027.82

**Other Revenues (Expenses) & Gains (Losses)**

Total Other Revenues (Expenses) & Gains (Losses)	<hr/> \$0.00
--	--------------

<b>Change In Net Assets</b>	\$51,131.64
-----------------------------	-------------

<b>Net Assets At Beginning Of Year</b>	<hr/> \$58,757.12
--	-------------------

<b>Net Assets At End Of Year</b>	<hr/> <hr/> \$109,888.76
----------------------------------	--------------------------

**City Gate CDD**  
**Budget to Actual**  
**For the Month Ending 5/31/2023**

	Year To Date			FY 2023 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
Off-Roll Assessments	\$240,159.46	\$222,513.33	\$17,646.13	\$333,770.00
Carry Forward Cash	13,333.33	13,333.33	(0.00)	20,000.00
<b>Net Revenues</b>	<b>\$253,492.79</b>	<b>\$235,846.67</b>	<b>\$17,646.12</b>	<b>\$353,770.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
POL Insurance	\$2,629.00	\$1,883.33	\$745.67	\$2,825.00
Management	13,333.36	13,333.33	0.03	20,000.00
Engineering	4,382.50	4,000.00	382.50	6,000.00
District Counsel	350.00	1,666.67	(1,316.67)	2,500.00
Audit	2,500.00	3,333.33	(833.33)	5,000.00
Postage & Shipping	30.03	33.33	(3.30)	50.00
Copies	0.00	266.67	(266.67)	400.00
Legal Advertising	791.00	1,000.00	(209.00)	1,500.00
Miscellaneous	0.00	133.33	(133.33)	200.00
Web Site Maintenance	440.00	1,680.00	(1,240.00)	2,520.00
Dues, Licenses, and Fees	175.00	116.67	58.33	175.00
Reserves	16,666.67	16,666.67	0.00	25,000.00
Electric	2,066.39	1,833.33	233.06	2,750.00
General Insurance	3,213.00	2,300.00	913.00	3,450.00
Irrigation - Repair	5,327.50	6,666.67	(1,339.17)	10,000.00
Lake Maintenance	4,845.75	6,666.67	(1,820.92)	10,000.00
Landscaping Maintenance & Material	112,500.00	113,466.67	(966.67)	170,200.00
Contingency	0.00	6,666.67	(6,666.67)	10,000.00
Contingency-Signal Warrant Study	5,000.00	8,333.33	(3,333.33)	12,500.00
Sidewalk Cleaning	0.00	3,800.00	(3,800.00)	5,700.00
Streetlights	31,444.29	38,666.67	(7,222.38)	58,000.00
Road Repair	0.00	3,333.33	(3,333.33)	5,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$205,694.49</b>	<b>\$235,846.67</b>	<b>(\$30,152.18)</b>	<b>\$353,770.00</b>
<b>Total Expenses</b>	<b>\$205,694.49</b>	<b>\$235,846.67</b>	<b>(\$30,152.18)</b>	<b>\$353,770.00</b>
<b>Net Income (Loss)</b>	<b>\$47,798.30</b>	<b>\$0.00</b>	<b>\$47,798.30</b>	<b>\$0.00</b>

**City Gate CDD**  
Statement of Financial Position  
As of 5/31/2023

**General Fund**

**Assets**

**Current Assets**

General Checking Account	\$112,233.54
Accounts Receivable - POA	839.14
Deposits	50.00
Total Current Assets	<u>\$113,122.68</u>

**Total Assets**

\$113,122.68

**Liabilities and Net Assets**

**Current Liabilities**

Accounts Payable	\$3,233.92
Total Current Liabilities	<u>\$3,233.92</u>

**Total Liabilities**

\$3,233.92

**Net Assets**

Net Assets, Unrestricted	(\$144,523.04)
Current Year Net Assets, Unrestricted	
Net Assets - General Government	203,280.16
Current Year Net Assets - General Government	51,131.64

**Total Net Assets**

\$109,888.76

**Total Liabilities and Net Assets**

\$113,122.68

# EXHIBIT 5





## PROPOSAL FOR CONSULTANT SERVICES

**DATE:** June 8, 2023

**PROJECT NAME:** City Gate Community Development District (CDD)

**PROJECT DESCRIPTION:**

The City Gate CDD ("Client"), located within the City Gate Commerce Park at the intersection of CR 951 (Collier Boulevard) and City Gate Boulevard North, is +/-253 acres as defined in Ordinance 2009-68. The Board of Supervisors requires the following services for the property.

- General Consulting Services per Annul Fiscal Year (2024)

Peninsula Engineering ("PE") thanks you for the opportunity to provide services for this Project and we are pleased to offer the following proposal. We will provide these services for the fees on the following page, based on the attached Scope of Services (Exhibit A). Please see Exhibit B for Business Terms and Conditions and Exhibit C for the Billing Rate Schedule.

**City Gate CDD**

**PENINSULA IMPROVEMENT CORPORATION  
d/b/a PENINSULA ENGINEERING**

2023.06.08

---

Board Member \_\_\_\_\_ Date \_\_\_\_\_

---

Josh Fruth, Vice President \_\_\_\_\_ Date \_\_\_\_\_

Address:

PFM Group Consulting  
c/o: Amy Champagne, CPA  
12051 Corporate Boulevard  
Orlando, FL 32817

Email: [ChampagneA@pfm.com](mailto:ChampagneA@pfm.com)  
[Roger@attyrogerrice.com](mailto:Roger@attyrogerrice.com)

Address:

2600 Golden Gate Parkway  
Naples, FL 34105

[jfruth@pen-eng.com](mailto:jfruth@pen-eng.com)

FEE TABLE			
TASK	SCOPE OF SERVICE	FEE TYPE	FEE AMOUNT
1	General Consulting / Research	TM <sup>(1)</sup>	\$7,500
2	Direct Expenses	TM <sup>(1)</sup>	AS NEEDED
	Sub-Totals:		FIXED: \$0 TM: \$7,500
	<b>Total:</b>		<b>\$7,500</b>

**FEE TABLE NOTES:**

- 1) Tasks with a "TM" (Time & Materials) fee type are of an undefined nature, to provide services on as-requested or as-needed basis. Therefore, we are unable to calculate a fixed fee. The fee amount provided is an initial budget, or allowance. Should PE be requested to provide services beyond the initial fee amount, additional fees will be required. These fees will be billed monthly in accordance with that attached standard rate schedule.

**GENERAL NOTES:**

- 1) This proposal is for consulting services only and does not include submittals, permits, or any other construction document preparation.
- 2) Major revisions, as directed by the client, after substantial completion of the construction plans will be considered as an additional service. PE will notify the client immediately if this becomes an issue.
- 3) This proposal covers annual fiscal year operations and can be extended to future fiscal years.

**PROFESSIONAL SERVICES NOT INCLUDED:**

- 1) Surveying
- 2) Geotechnical Engineering or Hydrogeology
- 3) Zoning (entitlement processes)
- 4) Land Use Attorney and/or other Legal services
- 5) Architectural Services or Building Design
- 6) Structural Engineering
- 7) MEP Engineering
- 8) Site Lighting / Photometrics

## **EXHIBIT A – SCOPE OF SERVICES**

### **Task 1 - General Consulting and Meetings**

- 1) Coordinate with the Client as needed.
- 2) Attend meetings, as necessary and requested.
- 3) Provide any general consulting as requested by the client.
- 4) Prepare exhibits as needed / requested.

## EXHIBIT B STANDARD BUSINESS TERMS AND CONDITIONS

1. **Authorization to Proceed:** Execution of this AGREEMENT by Client will be authorization for PENINSULA IMPROVEMENT CORPORATION d/b/a PENINSULA ENGINEERING ("PE") to proceed with the services, unless otherwise provided in this AGREEMENT.
  2. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by PE under this AGREEMENT will be with the care and skill ordinarily employed by professional engineers or consultants practicing under similar conditions at the same time and the same locality.
  3. **Salary Costs:** PE's Salary Costs, when the basis of compensation, are the amount of wages or salaries paid PE employees for work directly performed on the PROJECT plus a percentage applied to all such wages or salaries to cover payroll-related taxes, payments, premiums, and benefits.
  4. **Billing Rates:** PE's Billing Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the PROJECT by PE employees of the indicated classifications. PE reserves the right to adjust, at its sole discretion, billing rates (Rate Schedule), individual employee classifications, and rate codes, up to one time per year during the duration of the Agreement, as represented in Exhibit C – Rate Schedule.
  5. **Affiliated Companies:** Work performed under this AGREEMENT may be performed using labor from affiliated companies of PE. Such labor will be billed to CLIENT under the same billing terms applicable to PE employees.
  6. **Subcontracts and Direct Expenses:** When services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services, and a markup of 10 percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals, lodging, mail, shipping, equipment, and supplies; (2) PE's current standard rate charges for direct use of PE's vehicles, printing and reproduction services, and certain field equipment; and (3) PE's standard project charges for computing systems, special health and safety requirements of OSHA, and telecommunications services. All sales, use, gross receipts, or similar taxes will be added to PE's compensation when invoicing the CLIENT.
  7. **Information from CLIENT:** CLIENT shall provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for PE to complete the Scope as described herein.
  8. **Permit and Application Fees:** CLIENT shall pay all project related fees including, but not limited to: plan review, inspection, platting, permits, DRI, and impact fees.
  9. **Termination:** This AGREEMENT and obligation to provide further service may be terminated by either party upon 30 days written notice, or if in the event of substantial failure by either party to perform to the terms hereof through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.
  10. **Billings and Payment:** Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CLIENT and PE shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Direct Expenses based on the Rate Schedule in effect at the time services are rendered. The continuous progress of PE's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts may include an interest charge of 1.5% per month; and, in addition, PE may, after 7 days written notice to CLIENT, suspend services under this AGREEMENT until PE has been paid in full for all amounts due for services and expenses. PE is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this AGREEMENT by a court action or settlement without court action.
  11. **Limitation of Liability:** CLIENT releases PE from any liability and agrees to defend, indemnify and hold PE harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential, including but not limited to attorney's fees and charges and court and arbitration costs arising out of, or claimed to arise out of, the performance of the services, except liability arising from the sole negligence of PE. PE's liability for CLIENT's claims shall be limited to the lesser of fees paid to PE or \$100,000. PE's liability with respect to any claims arising out of this AGREEMENT shall be limited to direct damages arising out of the services, and PE shall not be liable for any consequential loss, injury, or damage incurred by the CLIENT.

This limitation of liability will apply whether PE's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include PE's officers, affiliated corporations, employees, and subcontractors.
- ### PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF PE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
- This Term and Condition takes precedence over any conflicting Term and Condition of this AGREEMENT or any document incorporated, or referenced by it.
12. **Severability and Survival:** If any term and condition contained in this AGREEMENT are held illegal, invalid, or unenforceable, the other terms and conditions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.
  13. **No Third Party Beneficiaries:** This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and PE and has no third party beneficiaries except as provided in paragraph 12.
  14. **Assignments:** Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
  15. **Hazardous Materials:** Services related to asbestos, hazardous or toxic materials are excluded. CLIENT shall provide a site that complies with applicable laws and regulations. PE may, at its option and without liability for consequential or other damages, suspend services until CLIENT retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.
  16. **Force Majeure:** If performance of services under this AGREEMENT is affected by causes beyond PE's reasonable control, project schedule and compensation shall be equitably adjusted.
  17. **Mediation:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the PE agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless parties mutually agree otherwise.
  18. **Changes:** CLIENT may make or approve changes within the general Scope of this AGREEMENT. If such changes affect PE's cost or time required for performance of the services, an equitable adjustment will be made through a written amendment to this AGREEMENT.

EXHIBIT "C"

# PENINSULA ENGINEERING

## BILLING RATE SCHEDULE

(Updated 1/02/2023)

CLASSIFICATION	RATE	CLASSIFICATION	RATE
<u>ENGINEERING</u>		<u>SURVEY</u>	
PRINCIPAL	\$290	SURVEY MANAGER	\$200
SR. PROJECT MANAGER III	\$250	SR. SURVEY TECHNICIAN	\$150
SR. PROJECT MANAGER II	\$225	SURVEY TECHNICIAN II	\$125
SR. PROJECT MANAGER I	\$210	SURVEY TECHNICIAN I	\$100
PROJECT MANAGER IV	\$185	3-PERSON CREW	\$210
PROJECT MANAGER III	\$175	2-PERSON CREW	\$165
PROJECT MANAGER II	\$165	1-PERSON CREW	\$125
PROJECT MANAGER I	\$155		
PROJECT ENGINEER IV	\$150	<u>PLANNING &amp; ZONING</u>	
PROJECT ENGINEER III	\$140	PLANNING MANAGER	\$175
PROJECT ENGINEER II	\$130	SR. PLANNER	\$150
PROJECT ENGINEER I	\$120	PROJECT PLANNER I	\$125
SR. DESIGNER	\$155	SR. PLANNING TECHNICIAN	\$125
SR. CAD TECHNICIAN II	\$140	PLANNING TECHNICIAN	\$105
SR. CAD TECHNICIAN I	\$130		
CAD TECHNICIAN II	\$115	<u>ENVIRONMENTAL</u>	
CAD TECHNICIAN I	\$105		
		ECOLOGIST	\$145
PERMIT COORDINATOR	\$95		
SR. ENGINEERING INSPECTOR	\$115	<u>ADMINISTRATIVE</u>	
ENGINEERING INSPECTOR	\$90		
<u>LANDSCAPE ARCHITECTURE</u>		ADMIN II	\$80
		ADMIN I	\$70
SR. LANDSCAPE ARCHITECT	\$175	<u>OTHER EXPENSES</u>	
LANDSCAPE ARCHITECT II	\$135	SUB-CONSULTANTS	COST + 10%
LANDSCAPE ARCHITECT I	\$105	DIRECT EXPENSES	COST + 10%

# EXHIBIT 6



c/o: Jeremy Sterk  
614 111<sup>th</sup> Avenue North

June 7, 2023

PROPOSAL

**Bill to:**

CITY GATE CDD  
PFM Group Consulting  
Email: Amy Champagne <CHAMPAGNEA@pfm.com>  
Phone: 407-723-5900

FY 2024 - Mowing – Phase Three  
Approx 15.55 Acres





---

Mowing – Phase Three

---

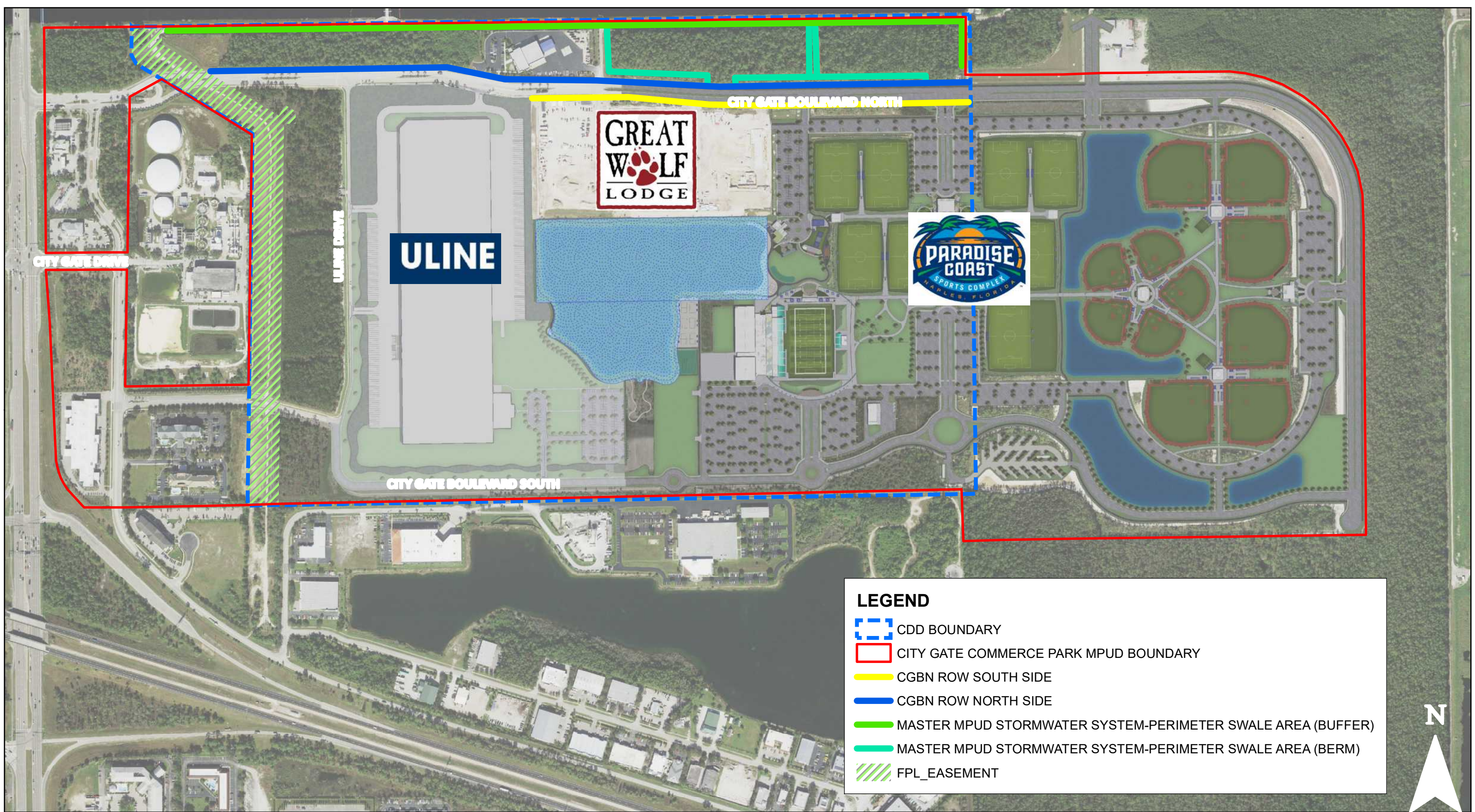
Total	\$7500.00
-------	-----------

This contract covers areas outlined below and in the attached exhibits). This proposal includes weekly mowing (finish cut and bush-hog).

-  CGBN ROW SOUTH SIDE
-  CGBN ROW NORTH SIDE
-  MASTER MPUD STORMWATER SYSTEM-PERIMETER SWALE AREA (BUFFER)
-  MASTER MPUD STORMWATER SYSTEM-PERIMETER SWALE AREA (BERM)

Authorized Signature-----





**LEGEND**

- CDD BOUNDARY
- CITY GATE COMMERCE PARK MPUD BOUNDARY
- CGBN ROW SOUTH SIDE
- CGBN ROW NORTH SIDE
- MASTER MPUD STORMWATER SYSTEM-PERIMETER SWALE AREA (BUFFER)
- MASTER MPUD STORMWATER SYSTEM-PERIMETER SWALE AREA (BERM)
- FPL\_EASEMENT



# EXHIBIT 7



## Irrigation Maintenance Agreement

City Gate Commerce Center – CDD

3806 City Gate Blvd S

Naples, FL 34117

### Irrigation Maintenance Summary *12/1/23 – 11/30/24*

Grand Total Annually \$6,960.00

Grand Total Monthly \$ 580.00

## Irrigation Maintenance Agreement

This Irrigation Maintenance Agreement ("Agreement") dated December day 1, 2023, between, City Gate Commerce Center – CDD hereinafter referred to as, ("Customer" or "Association"), and Sureflow Irrigation hereinafter referred to as ("Contractor").

**Scope of Work:** Contractor shall furnish all labor and necessary equipment to maintain the irrigation at City Gate Commerce Center – CDD for a one (1) year period commencing 12/1/23 and ending 11/30/24. The contract shall automatically renew for an additional one (1) year period. The contract amount is subject to an annual increase of 3% for the second year of the contract.

1. **Indemnification:** Contractor shall indemnify and hold harmless the Customer from all injuries, damages, cause of action or claims to the extent they are caused by acts, omissions, or negligence on the part of the Contractor, its agents, subcontractor, employees, or others acting on behalf of the Contractor, in the performance of its obligations under this Agreement.
2. **Liability Insurance:** Contractor, for itself, its subcontractors, agents, and employees, shall carry liability and personal insurance with a responsible insurance company qualified to do business in the State of Florida. Contractor shall additionally provide Workers' Compensation Insurance on behalf of each of its employees or laborers working on the property in accordance with all applicable laws. Such insurance shall remain in effect during the entire term of this Agreement. Contractor shall deliver to the Customer a certificate of insurance evidencing such insurance prior to the signing of this contract.
3. **Standard of Performance:** Contractor, employees and any personnel directly employed and supervised by the Contractor will perform all services required by the terms of this Agreement. The Contractor agrees that each of its employees will be properly qualified and will use due care, skill, and diligence in the performance of its obligations under this Agreement.
4. **Independent Contractor Relationship:** All work performed by Contractor under this Agreement shall be as an independent contractor, and in no way shall Contractor be considered an employee of this Customer.
5. **Agreement Price and Terms:** The Customer shall pay the Contractor monthly. The Contractor shall tender to the Customer a bill or invoice for those services rendered every 5<sup>th</sup> of the month, which shall be paid by the Customer within a period of thirty (30) days. Both parties hereby acknowledge that if all the irrigation maintenance services are performed in accordance with the Service Agreement Specifications attached hereto as "Exhibit A", Customer shall remit Contractor a monthly fee of \$580.00 monthly.

6. **Late Payment Charges:** Any unpaid installment of Contractor's fee or any expense reimbursement to Contractor due and payable under this Agreement will bear interest at the rate of fifteen percent (15%) per annum from its due date until paid in full. If any payment remains past due for a period more than fifteen (15) days, Contractor's obligations under this Agreement will be suspended until paid in full.
7. **Termination:** Given the nature of the work contemplated by this Agreement, the parties acknowledge that conditions change due to the natural conditions such as climate, weather patterns, quantity and quality of soil, and other causes, both foreseen and unforeseen. As a result, should Customer believe that conditions exist that would give it cause to terminate this Agreement, Customer shall promptly (within 24 hours) notify Contractor and give Contractor an opportunity to inspect such condition. Customer acknowledges that it shall have an affirmative obligation to photograph any condition that it believes would give it cause to terminate this Agreement within 24 hours of discovery of that condition and that the failure to do so shall constitute spoliation of evidence. The Customer and Contractor may terminate this agreement with cause upon thirty (30) days written notice to other party.
8. **Notices:** Any notices required to be sent to Customer or Contractor under this Agreement shall be sent to the parties at the following address unless otherwise specified:

**Customer:** City Gate Commerce Center – CDD  
2600 Golden Gate Parkway  
Naples, FL 34105  
Phone: 239-403-6700  
Email: [JFruth@Pen-Eng.com](mailto:JFruth@Pen-Eng.com)

**Contractor:** Sureflow Irrigation  
P.O. Box 990732  
Naples, FL 34116  
Phone: 239-289-5472  
Email: [Info@SureflowIrrigationSWFL.com](mailto:Info@SureflowIrrigationSWFL.com)  
Website: [www.SureflowIrrigationSWFL.com](http://www.SureflowIrrigationSWFL.com)

9. **Litigation and Attorneys' Fees:** In the event that either party institutes any action or suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement, or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees.
10. **No Third-Party Beneficiaries:** The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto. No future or present employee or customer of either of the parties nor the affiliates, successors or assigns or other person shall be treated as a third-party beneficiary in or under this Agreement.

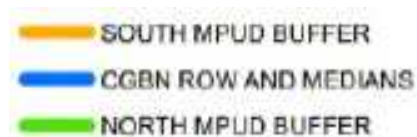
Exhibit “A”  
Service Agreement Specifications

Between Sureflow Irrigation (herein “Contractor” or “Sureflow Irrigation”) and the services to be performed for City Gate Commerce Center – CDD the Monthly Irrigation Maintenance Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement.

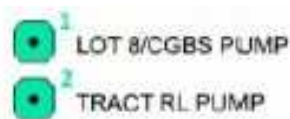
Sureflow Irrigation shall be responsible for maintaining the operation of the irrigation system within the designated areas. The irrigation system shall be maintained to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and considering the amount of rainfall that has occurred. Sureflow Irrigation shall be responsible for controlling the amount of water used for irrigation.

- A. Sureflow Irrigation will follow all state/county restrictions.
- B. All repairs, replacements that are deemed to be normal wear and tear or damaged, will be replaced and repaired at an additional charge of Time and Material, if authorized by the customer.
- C. Any troubleshooting needed due to mechanical faults will be diagnosed and repaired at an additional charge of Time and Material, if authorized by the customer.
- D. Any major component failure due to acts of Nature will be replaced and repaired at an additional charge of Time and Material, if authorized by the customer.
- E. Sureflow Irrigation will respond within 48 hours for urgent repairs and within 2 hours for any system emergencies, such as major leaks.
- F. Rates for labor shall be as follows:
  - a. Supervisor/Manager: \$75.00 per hour
  - b. Technician: \$65.00 per hour

Sureflow Irrigation shall fully inspect and operate all the irrigation zones monthly located at South MPUD Buffer, CGBN Row and Medians, and North MPUD Buffer, see attached exhibit. Visit will include turning on the system, checking all components for problems such as leaks or breaks, adjusting sprinklers, nozzles, valves and programming the controller.



Sureflow Irrigation shall fully inspect the pump station quarterly located at Phase Three Lot 8/CGBS and Tract RL, see attached exhibit. Visit will include checking amperage to assure the pump is running efficiently.



City Gate Commerce Center – CDD  
Owner/ Owners Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Eddrick Arevalo for  
Earth Wiz, LLC dba Sureflow Irrigation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Title: Owner/Managing Partner

# EXHIBIT 8

Yardology, Inc  
624 104<sup>th</sup> Ave North  
Naples, Florida 34108  
239-289-1436  
yardologyinc@gmail.com

## Lawn Care & Landscape Maintenance Contract

This agreement for Lawn Maintenance services between CDD (hereafter referred to as “Client”) and Yardology, Inc (hereafter referred to as “Contractor”) is made and entered into upon the following date: **6-1-2023 (FY 2024)**.

**1. Purpose:**

- a. The Client agrees to hire the Contractor as the exclusive Lawn/Landscape maintenance contractor of the Client’s property and the Contractor hereby accepts such employment.

**2. Scope of Work for Lawn/Landscape Maintenance Program:**

*See Exhibit A*

**3. Contractor’s Personnel**

- a. The contractor will provide all labor, transportation, and supervision necessary to perform the work.
- b. Personnel shall wear uniforms and will be equipped with all supplies, tools, and equipment necessary to perform the work.
- c. Personnel will conduct themselves in a professional workman-like manner.
- d. The parking of contractor’s equipment or vehicles will not interfere with the ingress or egress of driveways, delivery, mail, or pickup of waste receptacles.

**4. Operations**

- a. The contractor’s normal hours of operation will be based upon 8 hours per day, 5 days per week. The contractor may work Monday-Friday and Saturdays if needed. Sundays will be pre-approved.
- b. Contractor will maintain required licensure.
- c. Contractor will provide insurance coverage at all times during the term of this contract.
  - i. The contractor shall provide proof of insurance upon commencement of this contract and as requested thereafter. The association/property manager shall be notified immediately upon termination of any insurance coverage provided by the contractor and has the right to terminate the contract if the contractor fails to maintain required coverage.
- d. Holidays observed by the contractor are Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day, and New Years Day. If a holiday falls on a scheduled working day, the contractor shall make up the work in that week.
- e. The contractor agrees to meet with the representatives of the Association or Property Manager on the property monthly (as requested) to review the maintenance program
- f. In the event of inclement weather impeding work, the contractor shall reschedule the work as soon as possible.

**5. Contract Term**

- a. The term of this contract, unless terminated pursuant to the provisions of Termination, shall be 1 year and shall automatically renew for successive 1-year terms if not terminated.
- b. This contract may be terminated by either party upon 30 days’ notice to the other party.



6. Contract Amount

- a. The contractor shall be paid \$6750 each month for the above-stated services. Rate will be prorated as noted until Client notifies Contractor.

The above specifications, terms, and conditions are hereby accepted.

Client

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

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

Contractor:

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

Date: 6-6-24

ology

['äləjē]

NOUN

*informal*

*humorous*

a subject of study; a branch of knowledge.

Exhibit A

Description	Quantity	Unit Price	Amount
Lawn Maintenance for the CDD: This contract covers mowing, weed eating, and edging on a weekly basis for the Tract RL – RL2. The contract also covers landscaping of CGBN Medians, North MPUD Buffer, and Tract RL-RL2 (excluding beach area maintained by Collier County). All landscaping will be fertilized, weeds sprayed, and pruned quarterly.			6750.00/ month
<p><b>LEGEND</b></p> <p><span style="border: 1px solid red; display: inline-block; width: 20px; height: 10px;"></span> CITY GATE COMMERCE PARK PUD</p> <p><span style="border-bottom: 2px solid purple; display: inline-block; width: 20px;"></span> CGBS ROW</p> <p><span style="border-bottom: 2px solid magenta; display: inline-block; width: 20px;"></span> TRACT RL - RL2</p> <p><span style="border-bottom: 2px solid yellow; display: inline-block; width: 20px;"></span> ULINE DRIVE ROW</p> <p><span style="border-bottom: 2px solid blue; display: inline-block; width: 20px;"></span> CGBN ROW AND MEDIANS</p> <p><span style="border-bottom: 2px solid green; display: inline-block; width: 20px;"></span> NORTH MPUD BUFFER</p>			



**PENINSULA**  
ENGINEERING  
2500 GOLDEN GATE PARKWAY  
NAPLES, FL 34105

PROJECT:  
CITY GATE COMMERCE CENTER  
LOCATION:  
COLLIER COUNTY

CLIENT:  
**City Gate**

EXHIBIT DESC:  
CITY GATE COMMERCE CENTER - CDD LANDSCAPE AREAS

NOTES:

Date Drawn: 01/10/2011  
Project: City Gate Commerce Center - CDD Landscape Areas  
Drawn by: [Name] / Checked by: [Name] / Approved by: [Name]

ology

[ˈæləjə]

NOUN

informal

humorous

a subject of study; a branch of knowledge.

# EXHIBIT 9

NO RATE CHANGES  
FOR FY 2024; AUTO  
RENEWAL PER  
CONTRACT ITEM #4



2600 Golden Gate Parkway, Naples, FL 34105  
239-262-2600 Office 239-261-1791 Fax

---

**City Gate CDD Aeration Maintenance Proposal**

---

This proposal, dated May 25, 2022, is between Collier Environmental Services and City Gate CDD.

1. Collier Environmental Services will manage lake aeration systems in the City Gate CDD lake in accordance with the terms and conditions stated in this proposal.  
  
(3) Power units, (13) Diffuser heads, and weighted tubing in (1) City Gate Lake.
2. Bi-monthly service to commence by date agreed upon between City Gate and Collier Environmental Services. This proposal is based on 6 maintenance visits.
3. Customer agrees to pay Collier Environmental Services for specified services listed below for service to lake aeration equipment from the power unit (compressor) to the diffuser heads located in the bottom of the lakes.
  - a) Includes replacement of air intake filters every four (4) months.
  - b) Includes cleaning inside and outside of the housing.
  - c) Includes ant control around the compressor housing.
  - d) Includes maintaining the pressure relief valve for the compressor.
  - e) Includes maintaining the check valve at the air intake.
  - f) Includes maintaining the cooling fan in the housing.
  - g) Includes maintaining the diffuser heads in the lakes when required.
  - h) Includes (6) inspections and adjustment of equipment.
  - i) Includes service reports.

It does not include any parts or labor that may have to be replaced or repaired due to damage from storms, lightening, construction, vandals, or extended use. It does not include servicing any electrical supply to the power unit. It does not include the price of rebuilding the power units, which needs to be done about every (3) years. Current cost to rebuild and reinstall power units is \$2485.00 to do all 3 systems.

4. This proposal is a Twelve (12) month agreement with yearly automatic renewals, unless negotiated or otherwise stated in a proposal Addendum. The monthly service total can be adjusted by agreement of both Parties and set forth in writing.
5. Collier Environmental Services employs Best Management Practices, calibrated equipment, authorized materials, and safety trained technicians for all treatment sites.
6. This proposal can be terminated by either party with (30) thirty day written notice to be sent by certified mail. Notice can be sent to Collier Environmental Services, 2600 Golden Gate Parkway, Naples, FL 34105.
7. Collier Environmental Services is fully insured and will provide a Certificate of Insurance upon request.
8. Collection for services rendered is as follows: Thirty (30) days after invoice date. Subject to additional charges for any late payment. If customer defaults on any provision of this agreement, a mechanics lien on the property for collection of monies will be filed.
9. Customer must remit offer of Acceptance of this proposal to Collier Environmental Services within Thirty (30) days or proposal will be null and void

**Program Cost: \$2200.00 Annually**

**\$183.33 Monthly**



**Collier Environmental Services a.k.a  
Peninsula Improvement Corp.**

**Date** 5/25/22

\_\_\_\_\_  
**City Gate CDD**

**Date** \_\_\_\_\_

NO RATE CHANGES  
FOR FY 2024; AUTO  
RENEWAL PER  
CONTRACT ITEM #5



**Lake & Wetland Management Specialists**

2600 Golden Gate Parkway, Naples, FL 34105  
Office: 239.262.2600 Fax: 239.261.1971

---

<b>City Gate</b>	<b>Lake and Littoral Zone Maintenance Proposal</b>
------------------	--

---

This proposal dated May 25, 2022, is between Collier Environmental Services and City Gate.

1. Collier Environmental Services will manage the lake and littoral zone, from the sod line down, at the following site in accordance with the terms and conditions stated in this proposal.  
  
(1) Lake and littoral zone consisting of approximately 17.5 acres at City Gate in Naples, FL. See exhibit "A".
2. Monthly service to commence by date agreed upon between City Gate and Collier Environmental Services. This proposal is based on 12 site visits.
3. Customer agrees to pay Collier Environmental Services for specified services listed below for water management treatments and maintenance.


Monthly Lake Maintenance Treatment (plant and algae control)*	Included
Monthly Littoral Zone Maintenance	Included
Site Visit Sheets	Included
Water Testing (dissolved oxygen and pH)	Included
Fish Stocking (Triploid Grass Carp**, Tilapia)	Available

\*Herbicide application supervised by FDACS commercially trained pesticide applicators ONLY

\*\* Introduction into water bodies requires a permit from FWC

**Total Proposal Cost: Annual: \$6360.00 Monthly: \$530.00**

4. Lake and littoral zone maintenance will include monthly inspections and treatments will be made as needed. Site visit sheets reports will be made.
5. This proposal is a Twelve (12) month agreement with yearly automatic renewals, unless negotiated or otherwise stated in a proposal Addendum. The monthly service total can be adjusted by agreement of both Parties and set forth in writing.
6. Collier Environmental Services employs Best Management Practices, calibrated equipment, authorized materials, and safety trained technicians for all treatment sites.
7. This proposal can be terminated by either party with (30) thirty day written notice to be sent by certified mail. Notice can be sent to Collier Environmental Services, 2600 Golden Gate Parkway, Naples, FL 34105.
8. Collier Environmental Services is fully insured and will provide a Certificate of Insurance upon request.
9. Collection for services rendered is as follows: Thirty (30) days after invoice date. Subject to additional charges for any late payment. If customer defaults on any provision of this agreement, a mechanics lien on the property for collection of monies will be filed.
10. Customer must remit offer of Acceptance of this proposal to Collier Environmental Services within Thirty (30) days or proposal will be null and void.



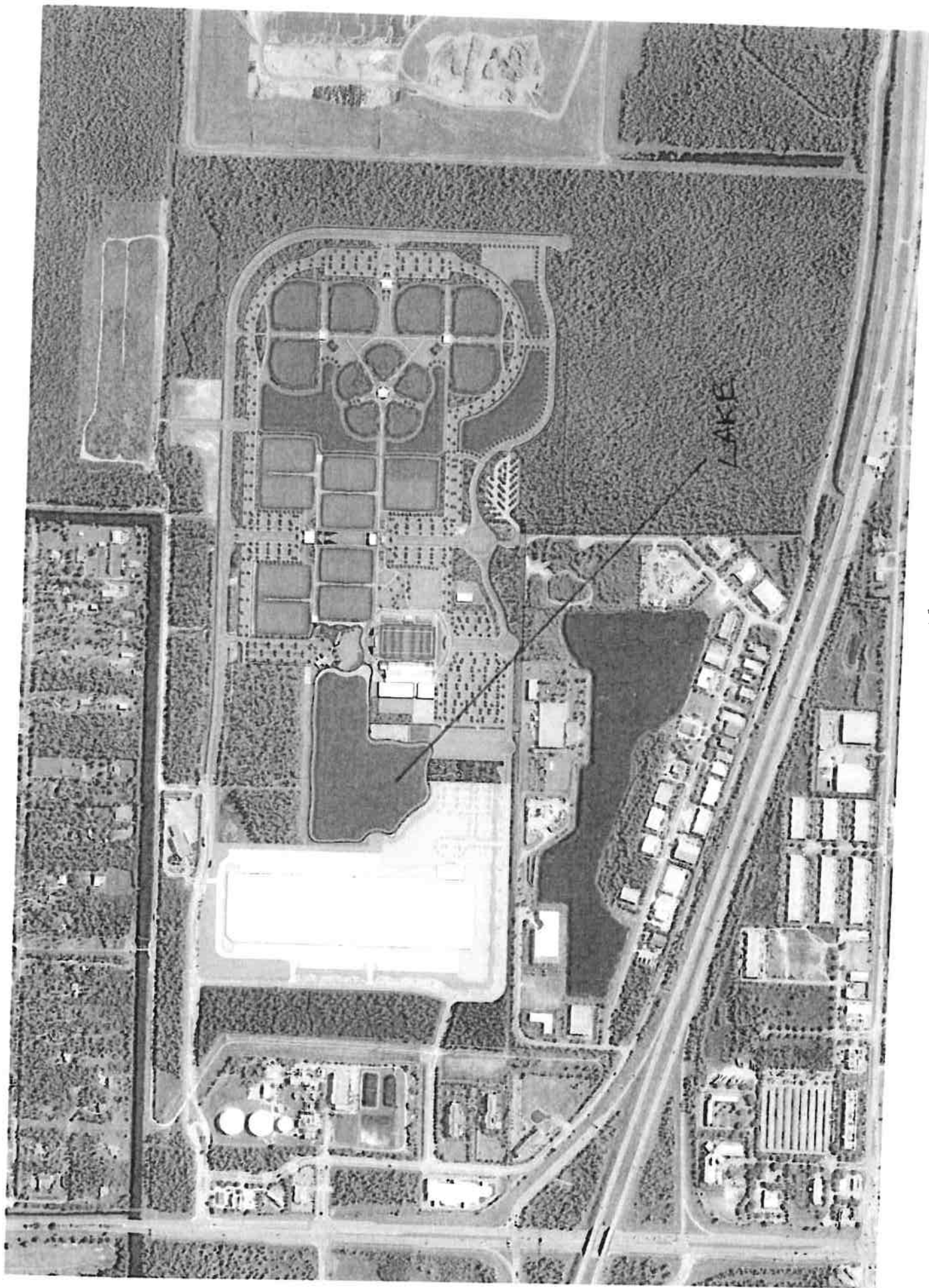
Collier Environmental Systems, a.k.a.  
Peninsula Improvement Corp.

\_\_\_\_\_  
City Gate

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date







# EXHIBIT 10

Date: June 6, 2023

TO: Josh Fruth, PE, Peninsula Engineering

RE: City Gate Boulevard North – Landscape

## Landscape Evaluation

See below for general observations and recommendations per site visit conducted Friday, June 2nd Thursday regarding City Gate Boulevard North Landscape medians.

### Observations:

1. Landscape Plant Species condition:
  - a. Royal Palms installed are all in good condition.
  - b. Majority of Key Thatch Palms installed are in good condition. Select few are in poor condition.
  - c. Green island ficus, muhly grass and florida coontie faired well as groundcover masses
  - d. Perennial peanut, bulbine and sun tolerant bromeliads performed poorly and struggled to establish early on.
2. Weed pressure in beds has been high since installation

### Recommendations:

1. Retain existing quality Royal Palms, Key Thatch Palms and sabal palms and orange bird of paradise in existing beds
2. Remove poor performing species - all perennial peanut, sun bromeliads, foxtail fern and bulbine from landscape medians.
3. Evaluate soil pH, nutrient and percolation within medians
4. Evaluate irrigation coverage within medians
5. Simplify landscape plant massings utilizing species that tolerated median conditions
6. Retain 18" mulch edge between all landscape beds and back of curb
7. Propose additional orange bird of paradise, orange blanchetiana bromeliads and silver odroata as specimen plantings in endcaps
8. Propose incorporating additional muhly grass, florida coontie, ice plant groundcovers

All Landscape Material to be minimum Florida #1 quality. Contractors to verify with Landscape Architect any discrepancies with quantities and specifications prior to installation of the landscape material.

Qty.	Status	Botanical Name	Common Name	Specification	Spacing	Native	USDA Zone	Unit Price	Total
18	Retain Existing	Roystonea elata	Florida Royal Palm	10' gw matched	as shown	Y	10A-11	\$0.00	\$0.00
7	Retain Existing	Roystonea elata	Florida Royal Palm	12' gw matched	as shown	Y	10A-11	\$0.00	\$0.00
22	Retain Existing	Thrinax morrisii	Key Thatch Palm	25g, 5' oa ht	as shown	Y	10B-11	\$0.00	\$0.00
10	NEW	Thrinax morrisii	Key Thatch Palm	25g, 5' oa ht	as shown	Y	10B-11	\$695.00	\$6,950.00

Qty.	Symbol	Botanical Name	Common Name	Specification	Spacing	Native	USDA Zone	Unit Price	Total
32	Retain Existing	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	10 gallon 48" oa ht	as shown	Y	10b-11	\$0.00	\$0.00
1,350	Retain Existing	Muhlenbergia capillaris	Hair/Muhly Grass	1 gallon 12" oa ht	24" on center	Y	7-10	\$0.00	\$0.00
350	NEW	Muhlenbergia capillaris	Hair/Muhly Grass	1 gallon 12" oa ht	24" on center	Y	7-10	\$7.50	\$2,625.00
15	Retain Existing	Strelitzia reginae	Bird of Paradise	15 gallon 48" oa ht	as shown	N	10-11	\$0.00	\$0.00
25	NEW	Strelitzia reginae	Bird of Paradise	15 gallon 48" oa ht	as shown	N	10-11	\$130.00	\$3,250.00
75	NEW	Aechmea blanchetiana 'Orange'	Blanchetiana Bromeliad - Dwarf Orange	7 gallon, 24" oa ht	as shown	N	10-11	\$75.00	\$5,625.00
25	NEW	Alcantarea odorata	Odorata bromeliad	7 gallon, 24" oa ht	as shown	N	10-11	\$95.00	\$2,375.00
58	Remove-All	Tripsacum floridana	Dwarf Fakahatchee Grass	1 gallon 12" oa ht	24" on center	X	8-11	\$0.00	\$0.00
131	Retain Existing	Zamia floridana	Coontie	3 gallon 24"-30" specimen	36" on center	Y	8b-11	\$0.00	\$0.00
300	NEW	Zamia floridana	Coontie	3 gallon 24"-30" specimen	36" on center	Y	8b-11	\$22.00	\$6,600.00

Qty.	Symbol	Botanical Name	Common Name	Specification	Spacing	Native	USDA Zone	Unit Price	Total
632	<del>Remove-All</del>	<del>Asparagus densiflorus 'Meyersii'</del>	<del>Foxtail fern</del>	<del>2-gallon 16" oa ht</del>	<del>24" on center</del>	<del>N</del>	<del>9a-11</del>	<del>\$0.00</del>	<del>\$0.00</del>
1,000	<del>Remove-All</del>	<del>Bulbine frutescens 'Hallmark'</del>	<del>Bulbine</del>	<del>1-gallon 6" oa ht, Weed Free</del>	<del>18" on center</del>	<del>N</del>	<del>10a-11</del>	<del>\$0.00</del>	<del>\$0.00</del>
6,460	<del>RP</del>	<del>Archib glabrata</del>	<del>Perennial Peanut Plant</del>	<del>1-gallon 6" oa ht, Weed Free</del>	<del>18" on center</del>	<del>N</del>	<del>10a-11</del>	<del>\$0.00</del>	<del>\$0.00</del>
1750	NEW	Delosperma cooperi	Ice Plant	1-gallon 6" oa ht, Weed Free	24" on center	N	10a-11	\$7.50	\$13,125.00

Qty.	Symbol	Material	Notes	Specification		Unit Price	Total
13,000		Sod	Bahia			\$0.00	\$0.00
37,533		Irrigation	Contractor to evaluate irrigation system for full coverage and repair all line/head breaks.			\$0.00	\$0.00
1	LS	Removal of vegetation debris	Remove all dead/dying plants. Remove all foxtail fern, fakahatchee grass, bulbine, neo bromeliads, perennial peanut and select coontie.			\$5,000.00	\$5,000.00
24,500	SF	Mulch - Match Existing	18" Mulch edge along back of curb along all landscape beds.			\$0.45	\$11,025.00
TBD	SF	Rock Removal ~ Add Soil				TBD	TBD
						<b>Phase 1A Total Cost</b>	<b>\$56,575.00</b>

# EXHIBIT 11

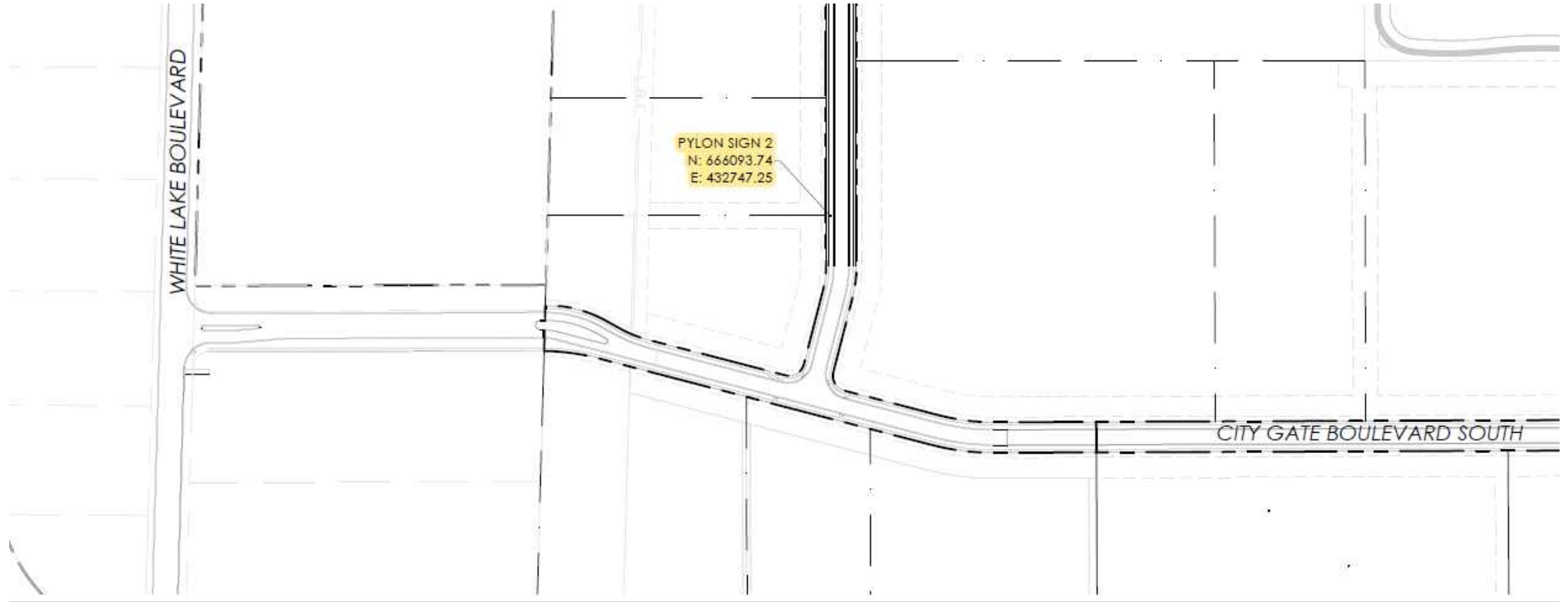
# WAYFINDING SIGNS

CITY GATE COMMERCE PARK PUD

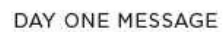
May 5, 2023

## Wayfinding Sign #2

West of the Uline Distribution Facility on Uline Dr.



#02



## Wayfinding Sign #2

West of the Uline Distribution Facility on Uline Dr.





# Wayfinding Sign #3

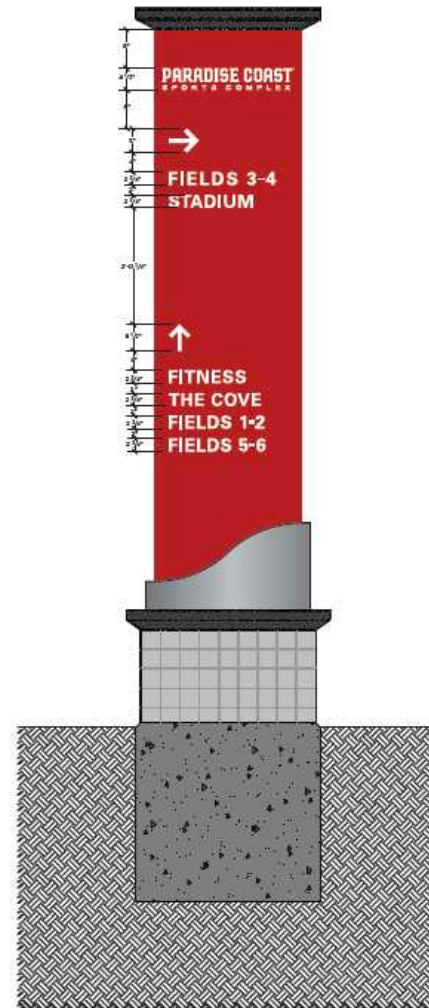
## Southside of City Gate Blvd. North (near 170' wide FPL Easement)



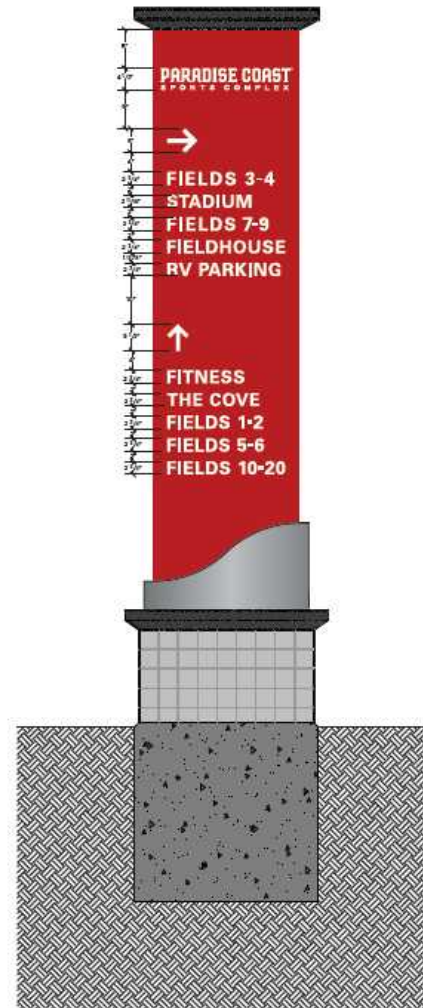
# Wayfinding Sign #3

## Populous Sketch

#03



DAY ONE MESSAGE



FUTURE MESSAGE

# Wayfinding Sign #3

## Southside of City Gate Blvd. North (near 170' wide FPL Easement)

**Eastbound Wayfinding Sign – South Side of City Gate Blvd. North**

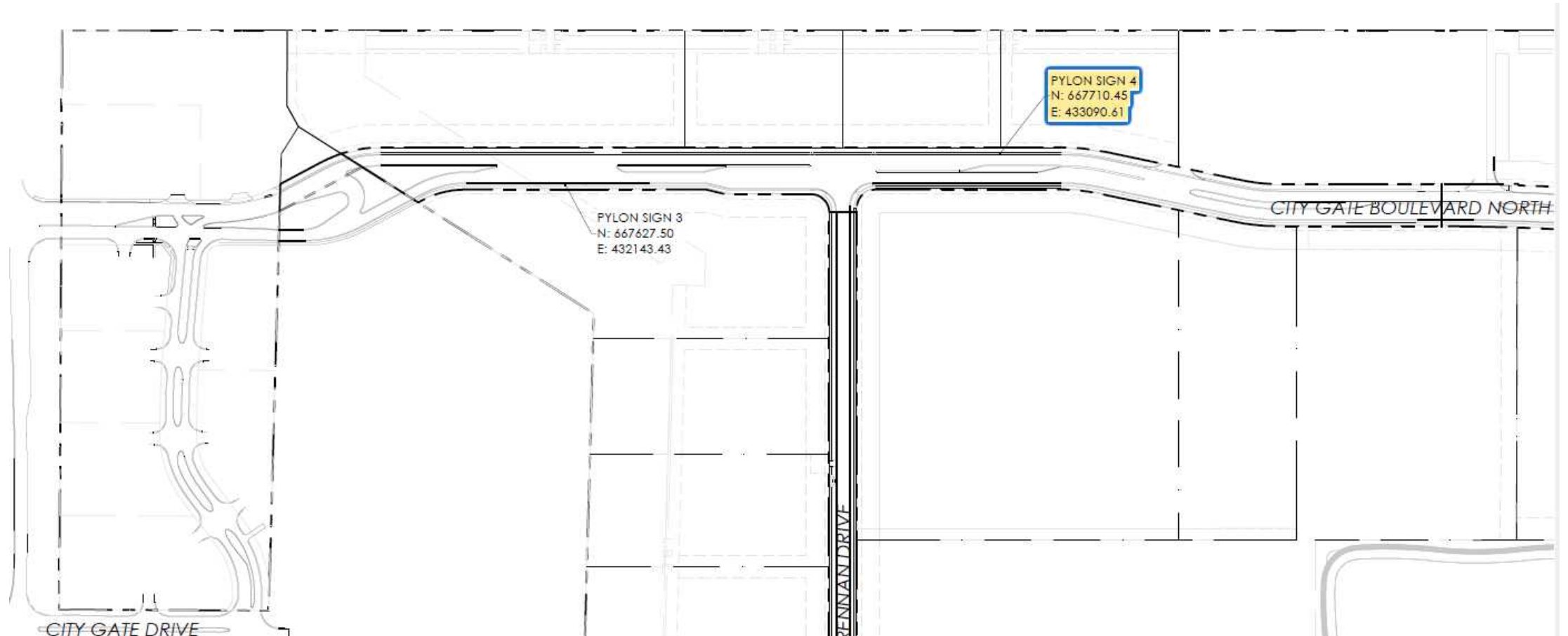


**Closest Wayfinding Sign to Collier Blvd. (CR-951)**



# Wayfinding Sign #4

## Northside of City Gate Blvd. North (near Big Cypress Basin Field Station)

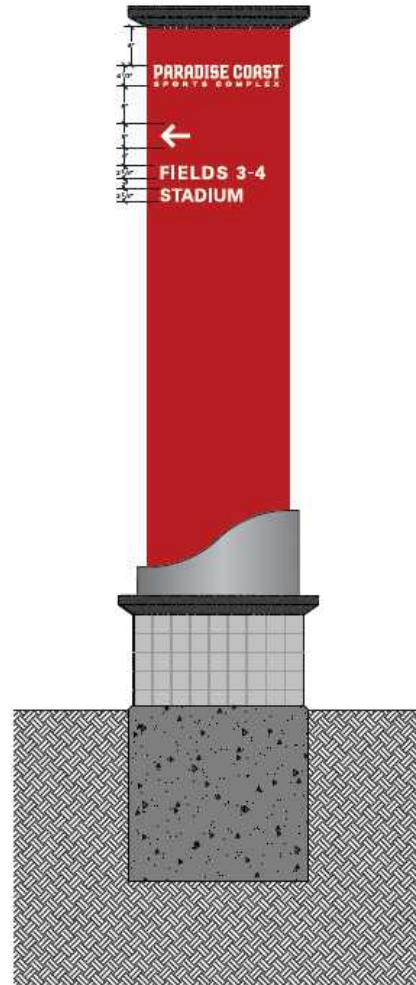




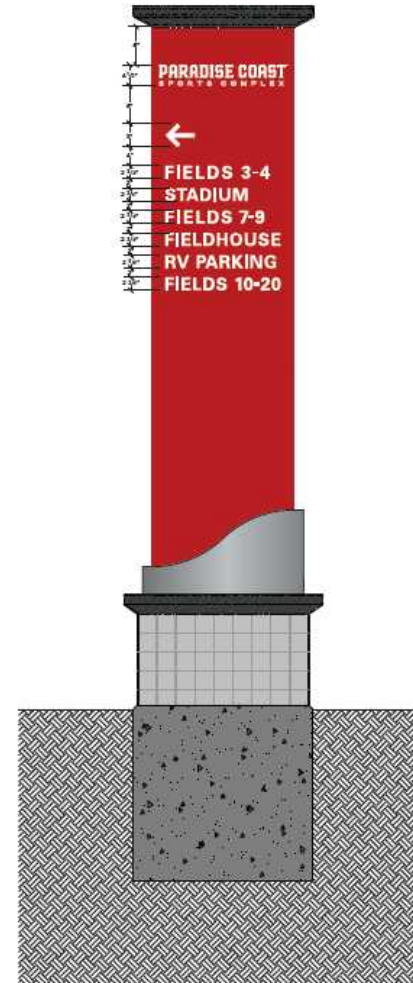
# Wayfinding Sign #4

## Populous Sketch

#04



DAY ONE MESSAGE



FUTURE MESSAGE

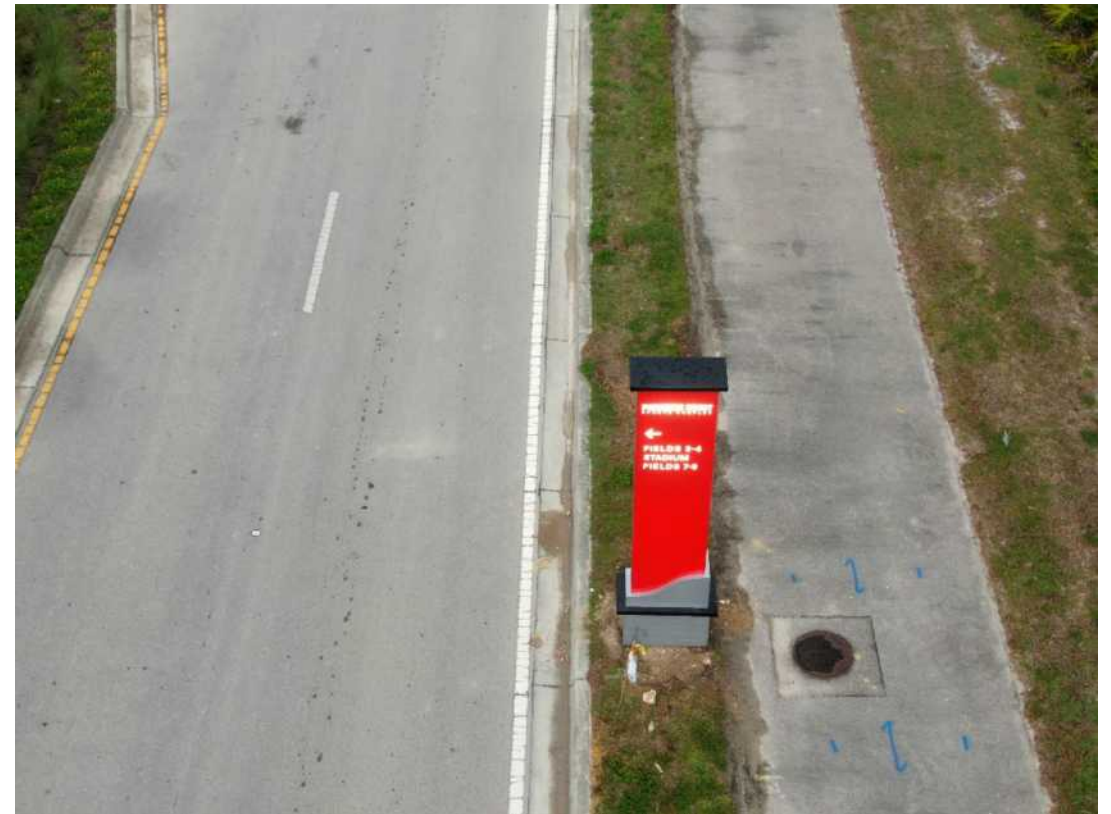
# Wayfinding Sign #4

## Northside of City Gate Blvd. North (near Big Cypress Basin Field Station)

Wayfinding Sign on Northside of City Gate Blvd.  
North – Westbound Traffic



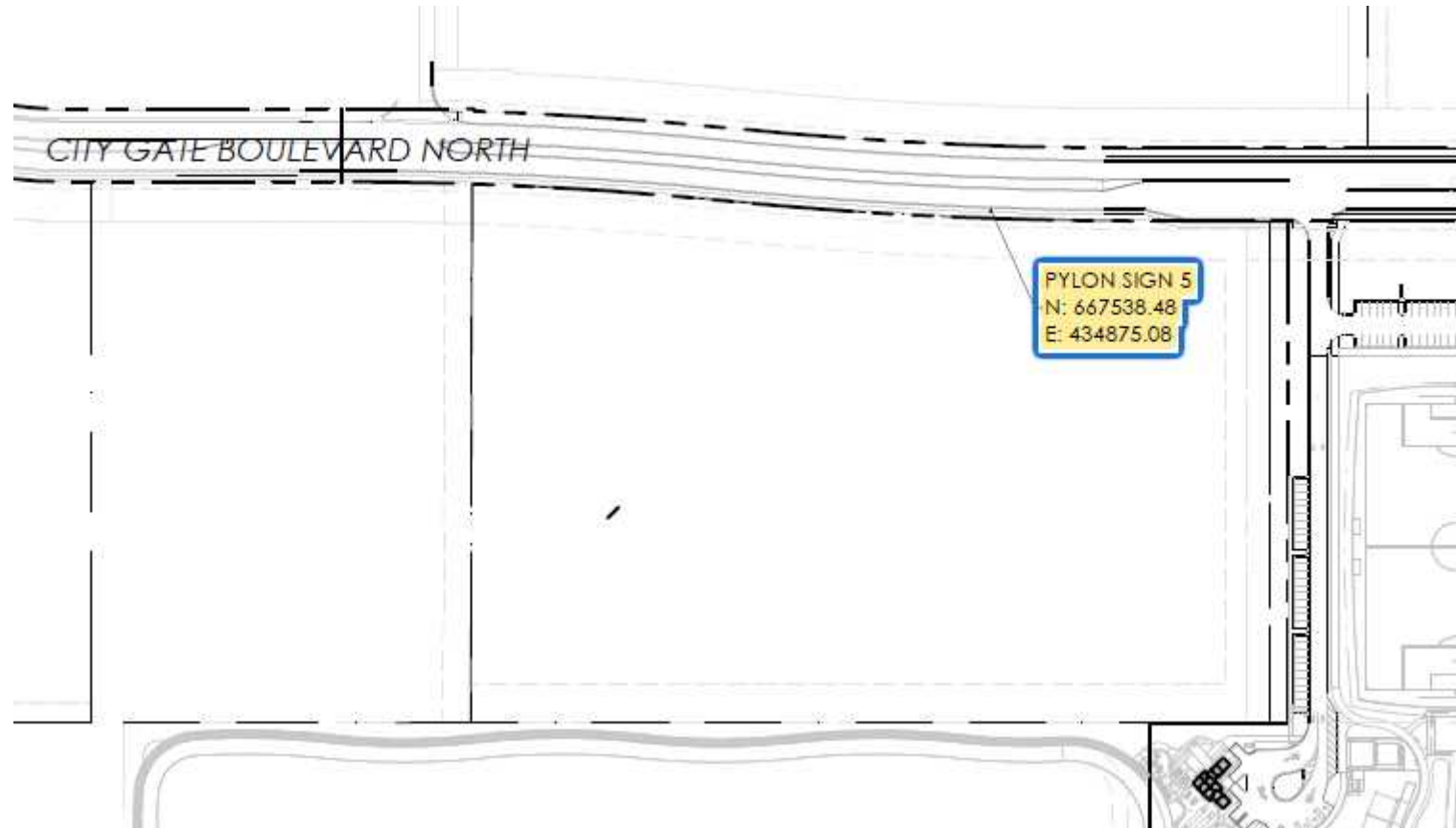
Wayfinding Sign - Across City Gate Blvd. North  
from Uline Distribution Facility



# Wayfinding Sign #5

## Southside of City Gate Blvd. North (Great Wolf Lodge)

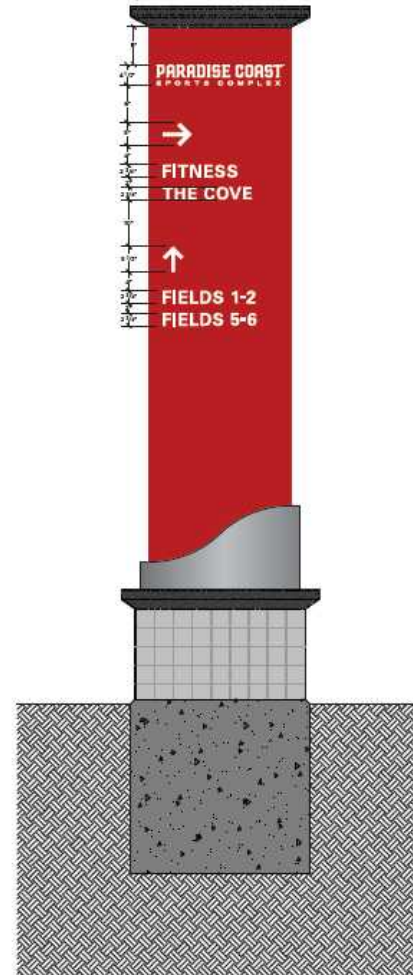
### Eastbound



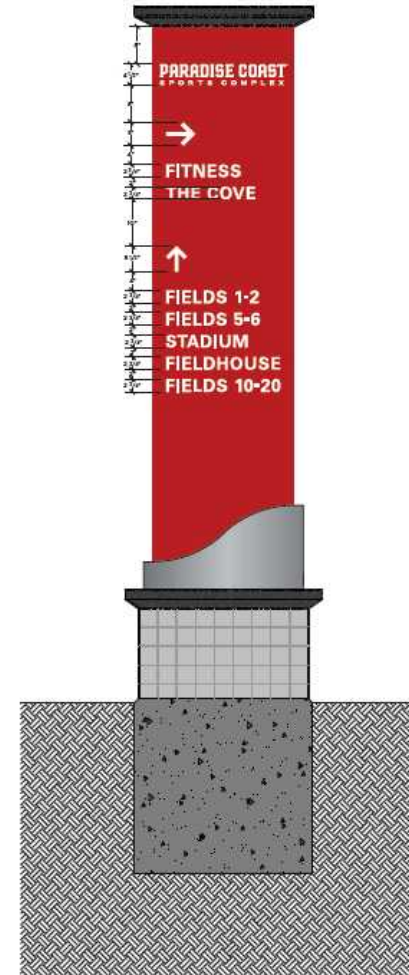
# Wayfinding Sign #5

## Populous Sketch

#05



DAY ONE MESSAGE

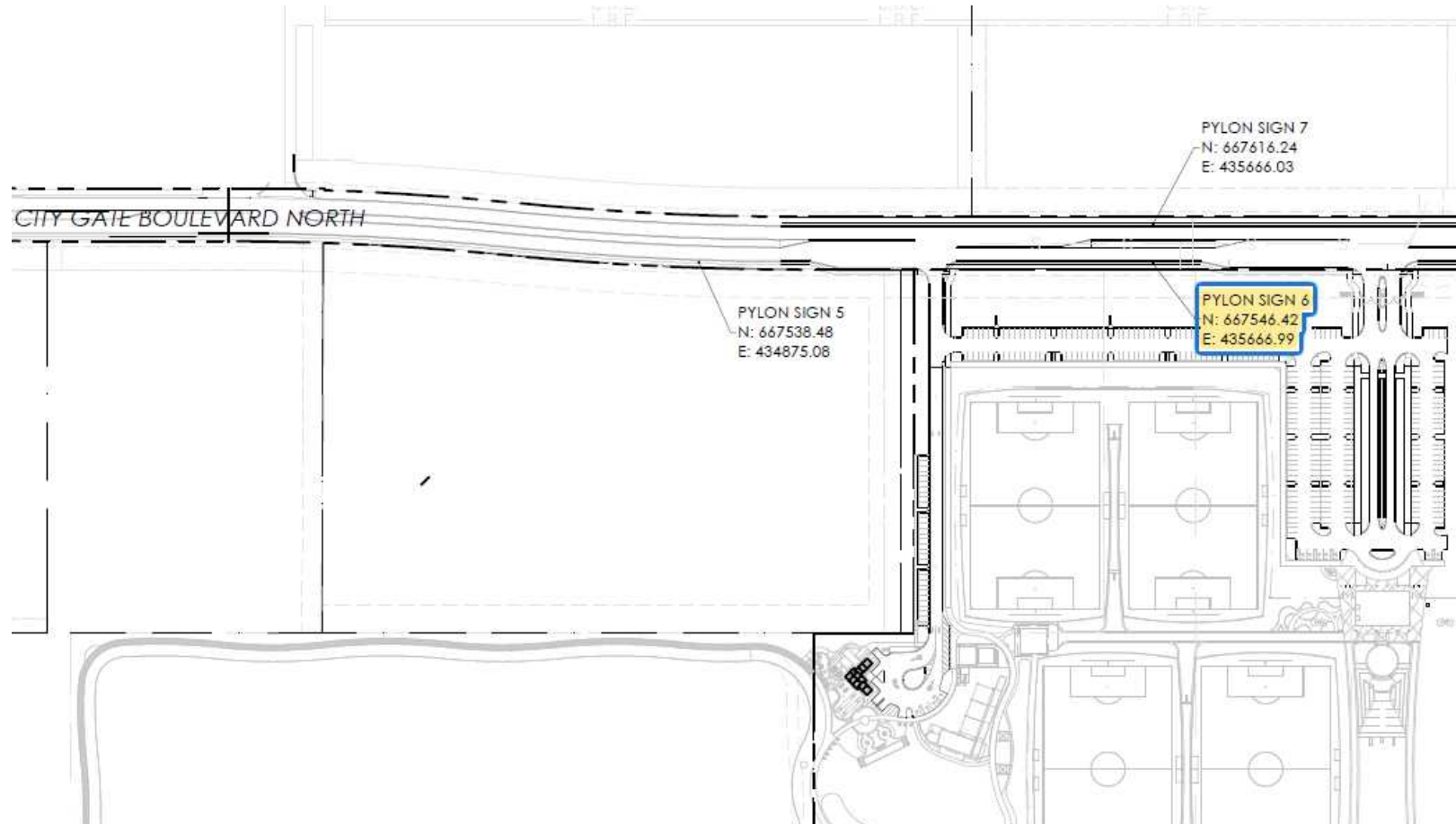


FUTURE MESSAGE



# Wayfinding Sign #6

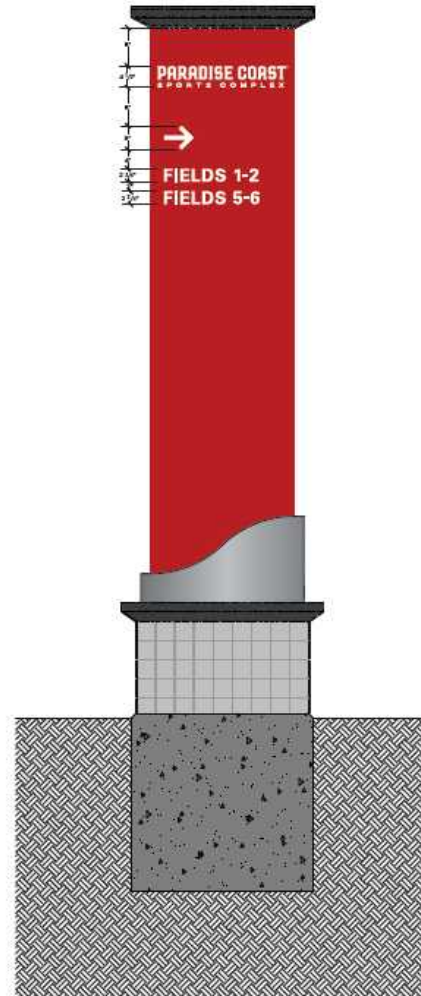
## Southside of City Gate Blvd. North (PCSC Parking Lot)



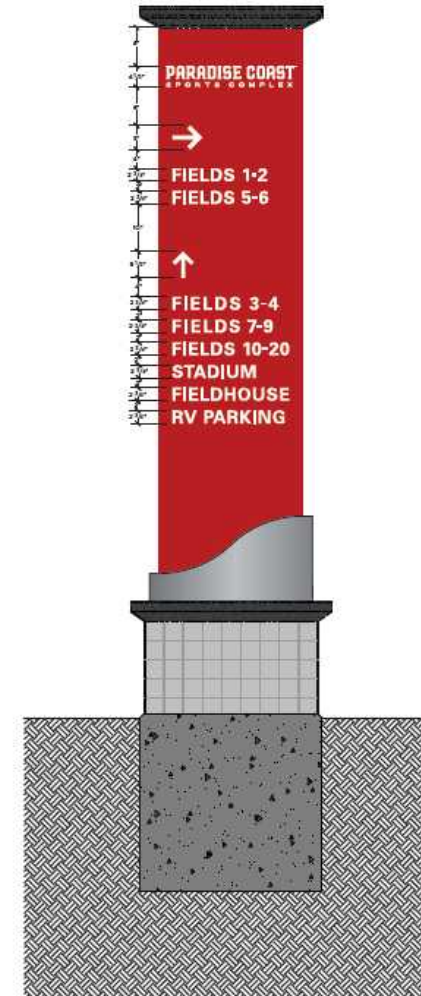
# Wayfinding Sign #6

## Populous Sketch

#06



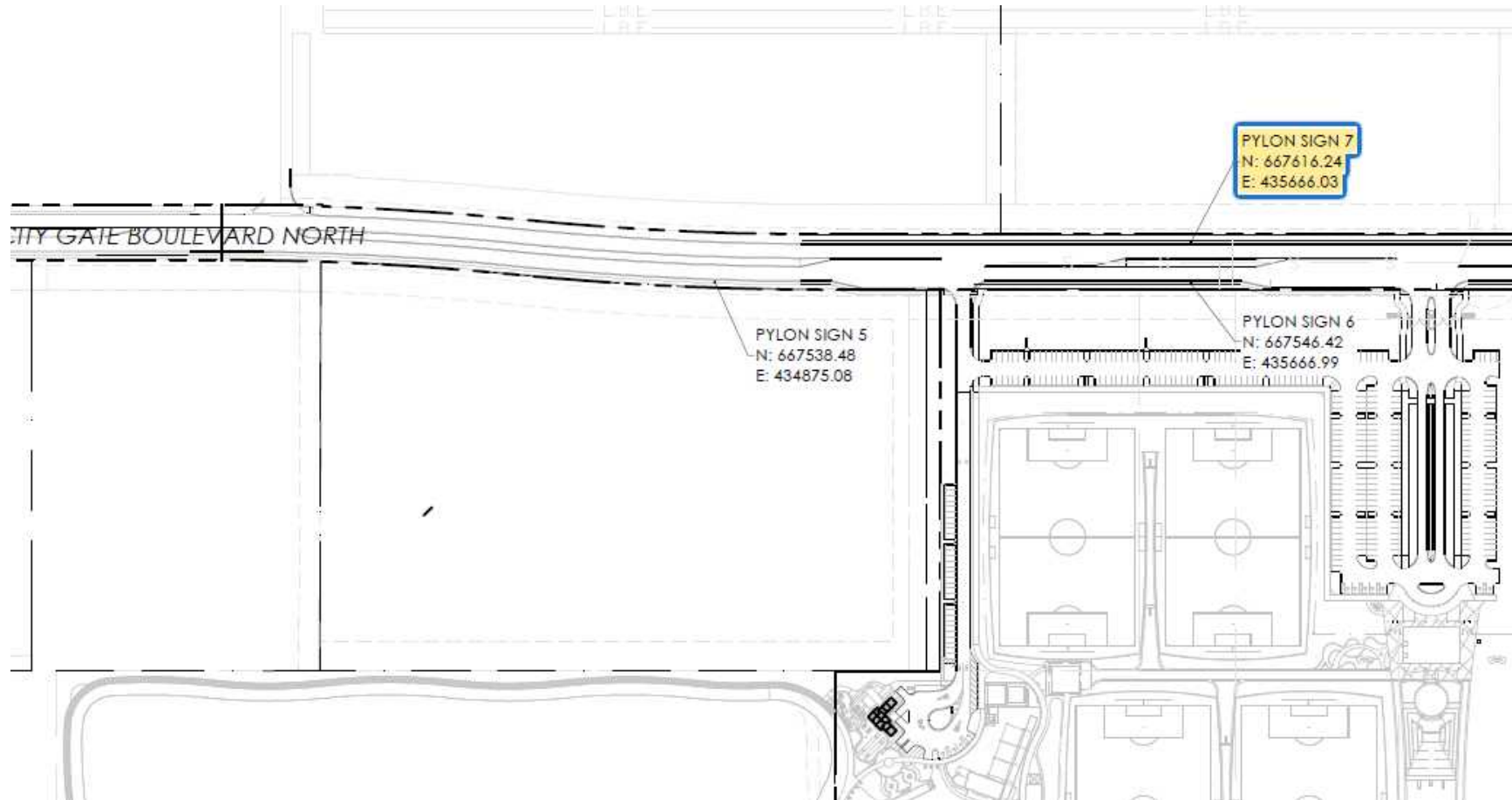
DAY ONE MESSAGE



FUTURE MESSAGE

# Wayfinding Sign #7

## Northside of City Gate Blvd. North (across from WS #6)

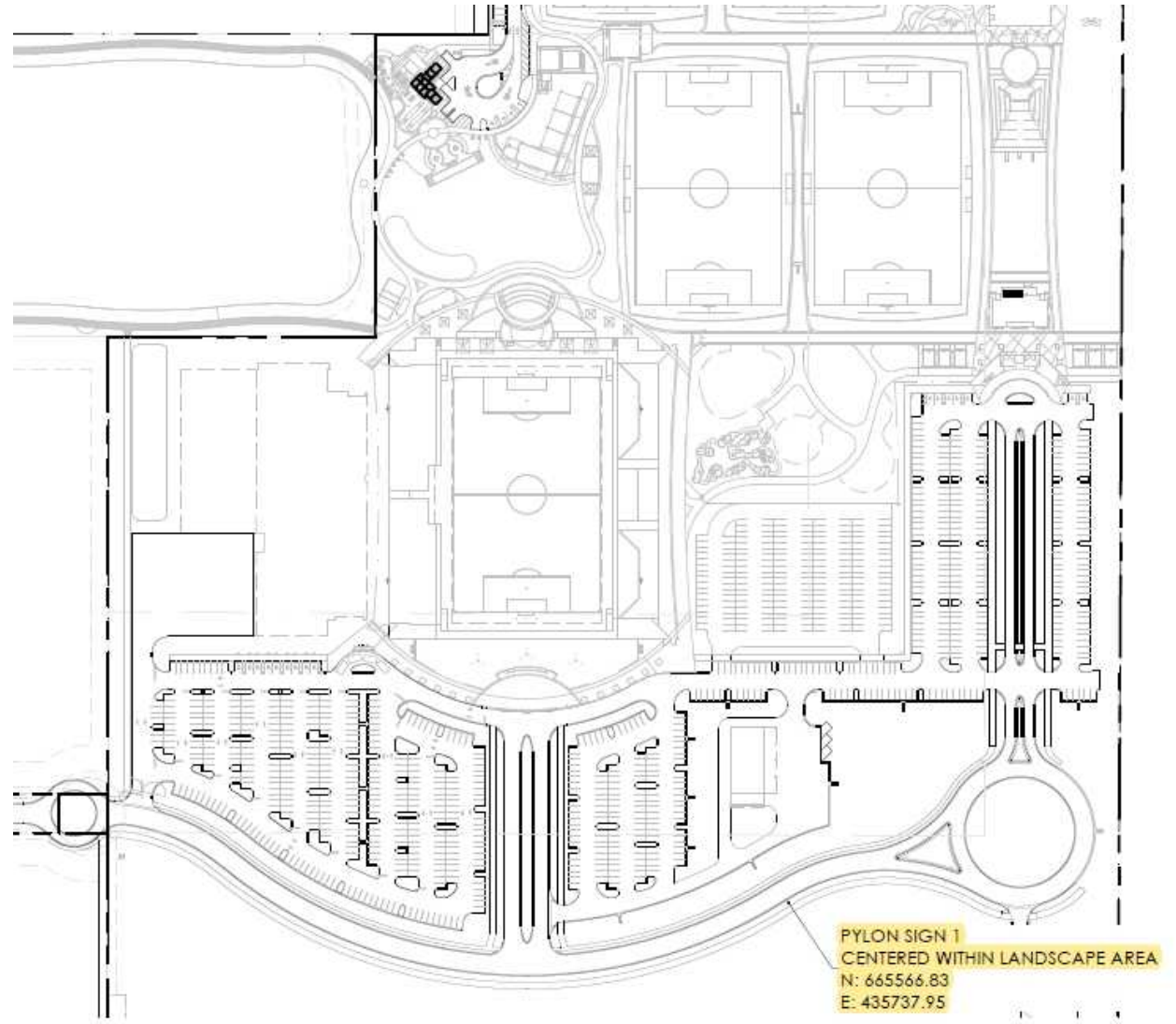


#07



# Wayfinding Sign #1

## Located within the Paradise Coast Sports Complex

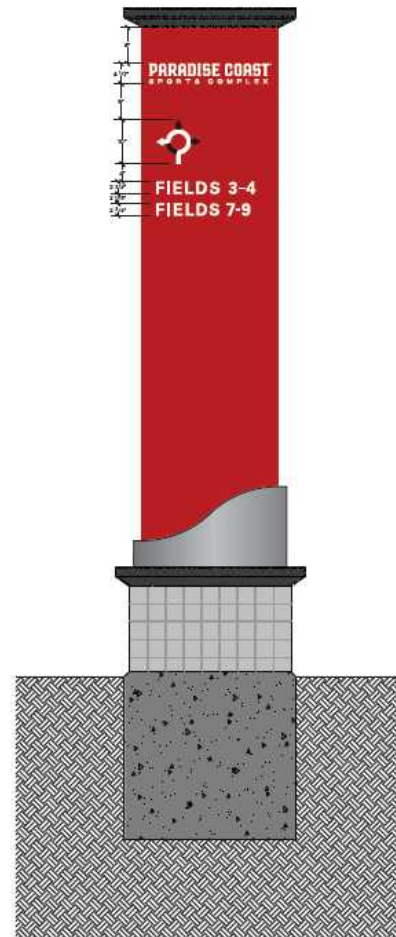




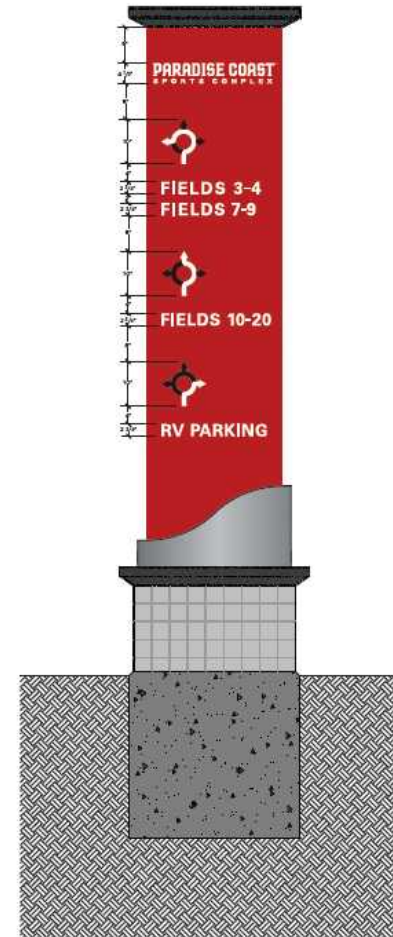
# Wayfinding Sign #1

## Populous Sketch

#01



DAY ONE MESSAGE



FUTURE MESSAGE

# Wayfinding Sign #1

## Located within the Paradise Coast Sports Complex

Wayfinding Sign #1 - Internal to the Paradise Coast Sports Complex.

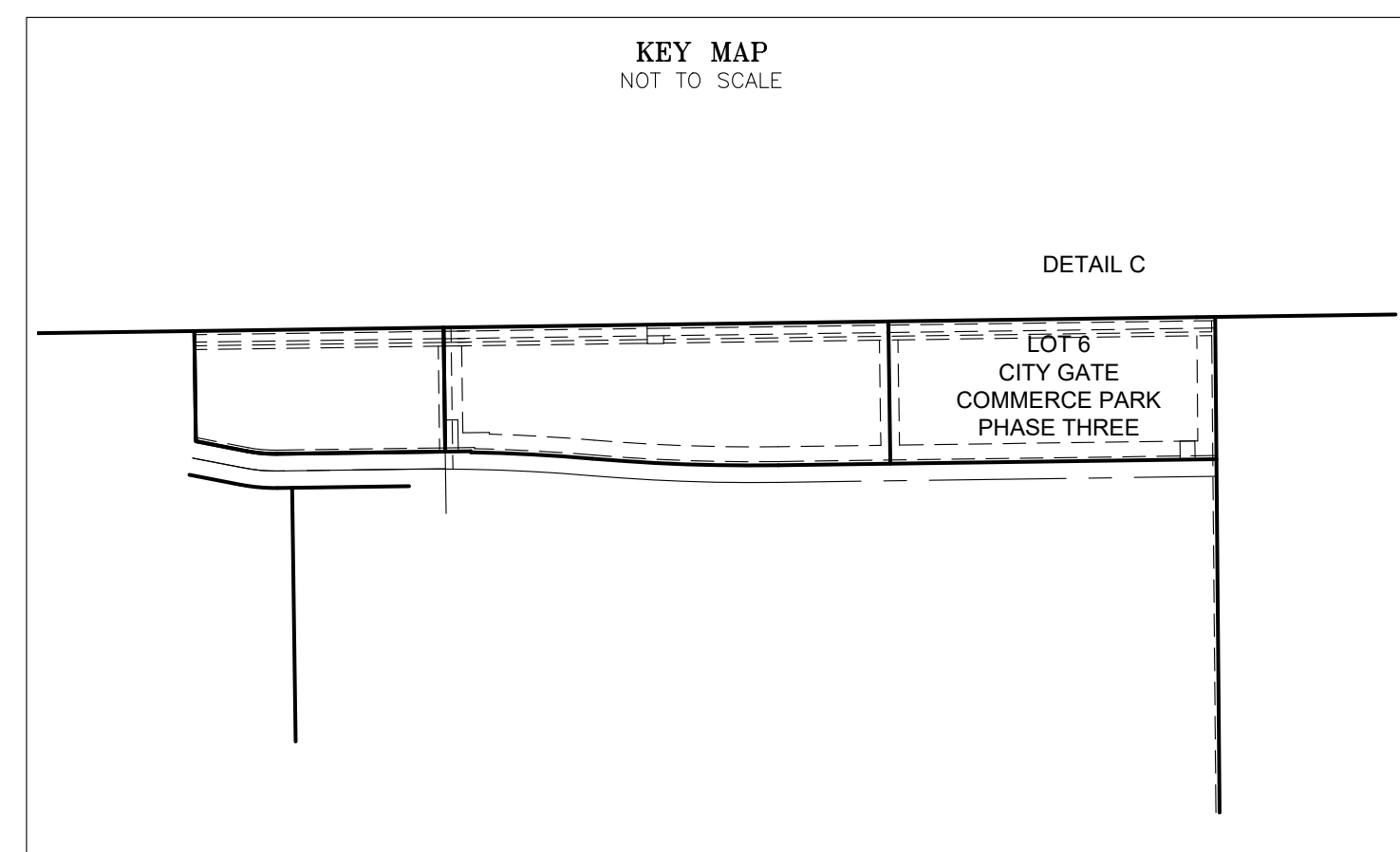
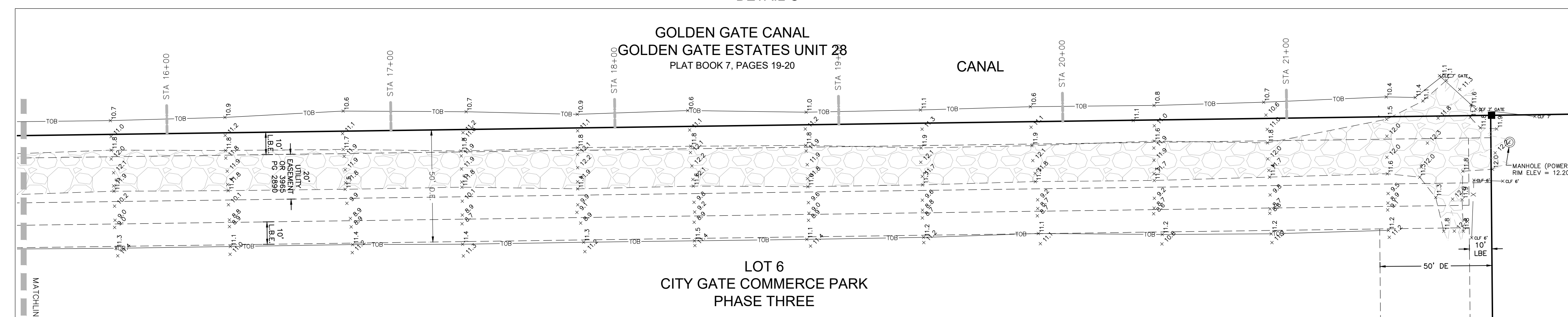
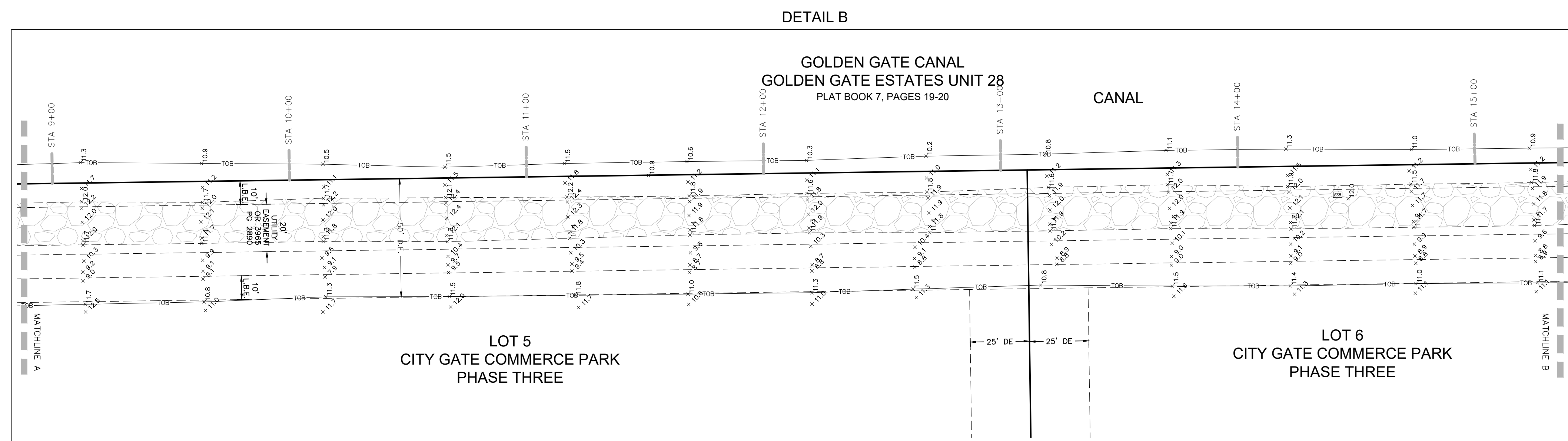
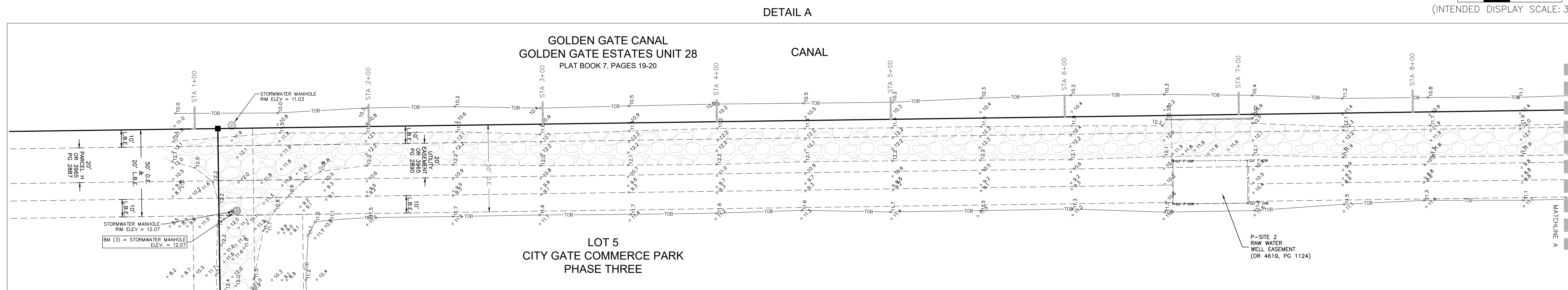
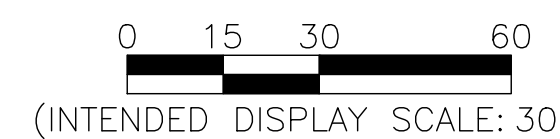


Wayfinding Sign #1 - Across from their Maintenance Building.






# EXHIBIT 12





SURFACE LEGEND:

 ASPHALT  
 CONCRETE  
 ROCK/DIRT

- NOTES:
1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
  2. COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
  3. VERTICAL DATA (ELEVATIONS) SHOWN HEREON ARE IN FEET AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
  4. CROSS SECTION DATA AND WEAT SEASON WATER TABLE BASED ON DESIGN INFORMATION PROVIDED BY CLIENT.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF  
THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE  
APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA  
ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA  
STATUTES

THIS SURVEY HAS BEEN DIGITALLY SIGNED BY:  
DAVID J. HYATT (FOR THE FIRM L.B. 642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5834  
ON THE DATE ADJACENT TO THE SEAL.

THIS CERTIFICATION IS TO THE DATE OF LAST FIELD WORK AS SHOWN IN NOTE 1 AND NOT THE SIGNATURE DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LEGEND:

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
OR = OFFICIAL RECORD BOOK  
PB = PLAT BOOK  
PG = PAGE  
R/W = RIGHT-OF-WAY  
C/L = CENTER LINE  
BOC = BACK OF CURB  
EOP = EDGE OF PAVEMENT  
CONC. = CONCRETE

MON. = MONUMENT  
PRM = PERMANENT REFERENCE MONUMENT  
PCP = PERMANENT CONTROL POINT  
C.B.S. = CONCRETE BLOCK & STUCCO  
FD. = FOUND  
W/ = WITH  
A/C = AIR CONDITIONING  
COR. = CORNER  
S.R. = STATE ROAD  
C.R. = COUNTY ROAD

DESC. = DESCRIPTION  
PLS = PROFESSIONAL LAND SURVEYOR  
LB = SURVEYING AND MAPPING BUSINESS  
BM = BENCHMARK  
NGVD = NATIONAL GEODETIC VERTICAL DATUM  
R = RADIUS  
L = LENGTH  
Δ = DELTA  
CB = CHORD BEARING  
C = CHORD

FB 262, PG 80

CITY GATE  
ACCESS ROAD

SECTION 35, TOWNSHIP 49 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

**JOHNSON**  
ENGINEERING

JOHNSON ENGINEERING, INC.  
2350 STANFORD COURT  
NAPLES, FLORIDA 34112  
PHONE: (239) 434-0333  
E.B. #642 & #642

## TOPOGRAPHIC SURVEY

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
5/2023	20203068	35-49-26	1" = 30'	1



# EXHIBIT 13



**Jennifer J. Edwards**  
**Supervisor of Elections**  
**Collier County, Florida**

April 17, 2023

Ms Jennifer Walden  
PFM Group  
City Gate CD  
3501 Quadrangle Blvd, Suite 270  
Orlando FL 32817

Dear Ms Walden,

In compliance with 190.06 of the Florida Statutes, this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 0 active registered voters residing in the City Gate CD as of April 15, 2022.

Should you have any question regarding election services for this district please feel free to contact our office.

Sincerely,

David B Carpenter  
Qualifying Officer  
Collier County Supervisor of Elections  
3750 Enterprise Ave  
Naples FL 34104  
(239) 252-8501  
Dave.Carpenter@colliervotes.gov