

City Gate Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901
www.citygatecdd.com

The meeting of the Board of Supervisors of the **City Gate Community Development District** will be held **Wednesday, November 4, 2026, at 4:30 p.m. at Uline, 3830 Uline Drive, Naples, FL 34117**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at gaarlandtj@pfm.com or (407) 723-5900.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: 1-844-621-3956
Access Code: 2539 895 0958
Join online: <https://pfmcdd.webex.com/meet/gaarlandtj>

BOARD OF SUPERVISORS' MEETING AGENDA

Call to Order & Roll Call

Public Comment Period

Administrative Matters

- **Tab 1** **Administration of Oath of Office to Newly Elected Board Members**
- **Tab 2** **Proof of Publication**
- **Tab 3** **Consideration of Resolution 2027-01, Canvassing and Certifying the Results of the Landowners Election** (*exhibit to be provided under separate cover*)
- **Tab 4** **Consideration of Resolution 2027-02, Designation of Officers**
- **Tab 5** **Consideration of Minutes of the September 17, 2026, Board of Supervisors' Meeting** (*provided under separate cover*)
- **Tab 6** **Consideration of Resolution 2027-03, Designating Registered Agent and Registered Office**
- **Tab 7** **Review and Acceptance of FY26 Goals and Objectives Report**

Financial Matters

- **Tab 8** **Consideration of Resolution 2027-04, Adopting a Fiscal Year 2026**

Amended O&M Budget

- **Tab 9** **Consideration of Financials Statements through September 30, 2026**
- **Tab 10** **Ratification of Updated PFM FY27 Fee Increase Letter** (*provided under separate cover*)
- **Tab 11** **Ratification of Payment Authorizations No. 266 – 269**

Operational Matters

- **Tab 12** **Consideration of Proposal from Lee Designs for Monument Sign**
- **Tab 13** **Ratification of Temporary Easement for Construction & Access**

Other Business

- **Staff Reports**
 - District Manager
 - Next meeting December 3, 2026
 - Required 4-hrs Ethics Training by 12/31/26
 - District Legal Counsel
 - District Engineer

Supervisors' Requests

- City Gate Commerce Park

Public Comments

Adjournment



City Gate Community Development District

Administration of Oath of Office to Newly Elected Board Members

**CITY GATE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

OATH OF OFFICE

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF CITY GATE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of City Gate Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name



City Gate Community Development District

Proof of Publication



Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared
Yani Fernandez, who on oath says that he or she is a
Deputy Clerk of the Circuit Court of Collier County,
Florida; that the attached copy of advertisement,
City Gate CDD Notice of Landowners Election and Board
of Supervisors' Meeting was published on the publicly
accessible website <https://notices.collierclerk.com> as
designated by Collier County, Florida on 10/15/2026
until 10/16/2026.

Affiant further says that the website complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

by: (Signature)

(Affiant Signature)

Yani Fernandez

(Affiant Printed Name)

Sworn to and subscribed before me this 10/16/2026

Crystal K. Kinzel Clerk of the Circuit Court &
Comptroller

(Signature)

(Deputy Clerk Signature)

Martha Vergara

(Deputy Clerk Printed Name)

10/16/2026

Date

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE
BOARD OF SUPERVISORS OF THE CITY GATE COMMUNITY DEVELOPMENT
DISTRICT**

Notice is hereby given to the public and all landowners within the City Gate Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 33.21 acres, located directly north of the intersection of Market Street and Davis Boulevard, west of the CR 951 and Interstate 75 intersection in unincorporated Collier County, Florida, advising that a meeting of landowners will be held for the purpose of electing two (2) people to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 4, 2026

TIME: 4:30 p.m.

PLACE: 3830 Uline Drive, Naples, Florida 34117

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o PFM Management Services LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 723-5900, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Jane Gaarlandt
District Manager



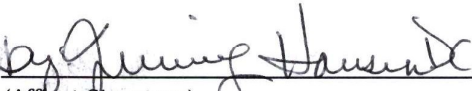
Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

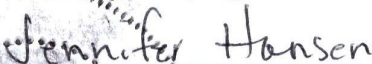
COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared Jennifer Hansen, who on oath says that he or she is a Deputy Clerk of the Circuit Court of Collier County, Florida; that the attached copy of advertisement, City Gate CDD Notice of Landowners Election and General Meeting was published on the publicly accessible website <https://notices.collierclerk.com> as designated by Collier County, Florida on 10/21/2026 until 10/22/2026.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes.



(Affiant Signature)



(Affiant Printed Name)

Sworn to and subscribed before me this 10/26/2026

Crystal K. Kinzel Clerk of the Circuit Court & Comptroller



(Deputy Clerk Signature)


(Deputy Clerk Printed Name)


Date

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE
BOARD OF SUPERVISORS OF THE CITY GATE COMMUNITY DEVELOPMENT
DISTRICT**

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The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

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A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Jane Gaarlandt
District Manager



City Gate Community Development District

**Consideration of Resolution 2027-01,
Canvassing and Certifying the Results of the
Landowners Election**
(exhibit to be provided under separate cover)

RESOLUTION 2027-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CITY GATE
COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND
CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF
SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA
STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Gate Community Development District (hereinafter, the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 4, 2026, the Minutes of which are attached hereto as **Exhibit A**, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 1	Votes _____
_____	Seat 2	Votes _____

Section 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

_____	4 Year Term
_____	4 Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 4th DAY OF NOVEMBER, 2026.

**CITY GATE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

Chairperson



City Gate Community Development District

**Consideration of Resolution 2027-02,
Designation of Officers**

RESOLUTION 2027-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CITY GATE COMMUNITY DEVELOPMENT DISTRICT
ELECTING THE OFFICERS OF THE DISTRICT, AND
PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, the CITY GATE COMMUNITY DEVELOPMENT DISTRICT (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the “Board”), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

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

<u>Section 1.</u>	<u> </u>	is elected Chairperson
<u>Section 2.</u>	<u> </u>	is elected Vice Chairperson
<u>Section 3.</u>	<u>Jane Gaarlandt</u>	is elected Secretary
	<u> </u>	is elected Assistant Secretary
	<u> </u>	is elected Assistant Secretary
	<u>Ashley Quiros</u>	is elected Assistant Secretary
	<u>Russ Weyer</u>	is elected Assistant Secretary
<u>Section 4.</u>	<u>Jennifer Walden</u>	is elected Treasurer.
<u>Section 5.</u>	<u>Russ Weyer</u>	is elected Assistant Treasurer
	<u>Jennifer Glasgow</u>	is elected Assistant Treasurer
	<u>Rick Montejano</u>	is elected Assistant Treasurer
	<u>Amanda Lane</u>	is elected Assistant Treasurer
	<u>Amy Champagne</u>	is elected Assistant Treasurer
<u>Section 6.</u>	All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.	
<u>Section 7.</u>	This Resolution shall become effective immediately upon its adoption.	

PASSED AND ADOPTED THIS 4th DAY OF NOVEMBER, 2026.

ATTEST:

**CITY GATE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman / Vice Chairman



City Gate Community Development District

**Consideration of the September 17,
2026, Board of Supervisors' Meeting**
(provided under separate cover)



City Gate Community Development District

**Consideration of Resolution 2027-03,
Designating Registered Agent and
Registered Office**

RESOLUTION 2027-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CITY GATE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Gate Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. _____ is hereby designated as the Registered Agent for the Ovation Community Development District.

SECTION 2. The District’s Registered Office shall be located at

_____.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Osceola County, and the Florida Department of Commerce.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 4th day of November 2026.

ATTEST:

**CITY GATE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors



City Gate Community Development District

Review and Acceptance of FY26 Goals and Objectives Report

Exhibit A:

City Gate Community Development District

Goals, Objectives and Annual Reporting Form

Performance Measures/Standards & Annual Reporting Form

October 1, 2025 - September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least two regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year.

Achieved: Yes ☒ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and/or via electronic communication.

Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, and/or electronic communications).

Achieved: Yes ☒ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☒ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☒ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the COD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☒ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the COD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the COD website and transmitted to the State of Florida.

Achieved: Yes ☒ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

District Manager: _____

Date: _____

Print Name: _____



City Gate Community Development District

**Consideration of Resolution 2027-03,
Adopting a Fiscal Year 2026
Amended O&M Budget**

RESOLUTION 2027-04

THE REVISED ANNUAL APPROPRIATION RESOLUTION OF THE CITY GATE COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE REVISED ANNUAL APPROPRIATIONS AND ADOPTING THE REVISED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026

WHEREAS, the City Gate Community Development District Board of Supervisors (the “Board”) previously approved and adopted an annual budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Board now desires to revise the annual budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and

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

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

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

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budgets, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager’s Proposed Budgets, attached hereto as **Exhibit “A,”** are hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2025-2026.

- c. That the adopted budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Revised Budget for the City Gate Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026", as adopted by the Board of Supervisors on November 4, 2026.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the City Gate Community Development District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of money to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND \$ _____

TOTAL ALL FUNDS \$ _____

Section 3. Supplemental Appropriations

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

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

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$15,000) Dollars or have the effect of causing more than 15% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$15,000 or 15% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 4th day of November 2026.

ATTEST:

**CITY GATE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____



City Gate CDD

Proposed Revised FY 2026 Budget

PFM Management Services LLC
3501 Quadrangle Blvd Suite 270
Orlando, FL 32817
407-723-5900



City Gate Community Development District
General Fund Proposed Revised Budget
Fiscal Year 2026 (Ending September 30, 2026)

	Actuals Through 9/30/26	Anticipated Sept	Anticipated FY 2026	Adopted Budget FY 2026	Proposed Revised Budget FY 2026
Off-Roll Assessments	\$ 562,483.49	\$ -	\$ 562,483.49	\$ 562,483.50	\$ 562,483.50
Interest Income	10,031.11	-	10,031.11	-	10,031.11
	\$ 572,514.60	\$ -	\$ 572,514.60	\$ 562,483.50	\$ 572,514.61
POL Insurance	\$ 3,014.00	\$ -	\$ 3,014.00	\$ 3,327.50	\$ 3,327.50
Management	20,000.00	-	20,000.00	20,000.00	20,000.00
Engineering	18,955.00	-	18,955.00	7,500.00	19,000.00
District Counsel	212.50	-	212.50	2,500.00	2,500.00
Audit	5,750.00	-	5,750.00	6,820.00	6,820.00
Postage & Shipping	22.35	-	22.35	50.00	50.00
Copies	-	-	-	400.00	400.00
Legal Advertising	727.28	-	727.28	2,500.00	2,500.00
Miscellaneous	-	-	-	200.00	200.00
Website Maintenance	2,700.00	-	2,700.00	2,700.00	2,700.00
Dues, Licenses and Fees	175.00	-	175.00	175.00	175.00
Electric	3,502.25	-	3,502.25	4,000.00	4,000.00
General Insurance	3,685.00	-	3,685.00	4,070.00	4,070.00
Irrigation	6,780.58	-	6,780.58	8,000.00	8,000.00
Lake Maintenance	9,796.00	-	9,796.00	9,000.00	10,000.00
Landscaping Maintenance & Material	200,129.51	-	200,129.51	176,500.00	201,000.00
Wayfinding Signage	-	-	-	55,000.00	10,531.11
Contingency	-	-	-	10,000.00	4,104.24
Upgrade Lake Landscaping Maintenance	66,930.55	-	120,000.00	80,000.00	67,865.76
Sidewalk Cleaning	3,000.00	-	3,000.00	5,700.00	5,700.00
Streetlights	56,899.53	-	56,899.53	62,500.00	62,500.00
Bird Services	110,946.25	-	-	77,520.00	111,000.00
Tax Preparation	12.84	-	-	21.00	21.00
Road Repair	-	-	-	4,000.00	4,000.00
Holiday Decorations	12,050.00	-	-	10,000.00	12,050.00
Total O&M Expenditures	\$ 525,288.64	\$ -	\$ 455,349.00	\$ 552,483.50	\$ 562,514.61
O&M Net Income (Loss)	\$ 47,225.96	\$ -	\$ 117,165.60	\$ 10,000.00	\$ 10,000.00
General reserves		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Developer Advance Repayment - Monument Loan	\$ -	-	-	-	-
Developer Advance Repayment - Monument Interest	-	-	-	-	-
O&M Funds Used For Monument Expenses	-	-	-	-	-
Total Capital Expenditures	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Net Income (Loss)	<u>\$ 47,225.96</u>	<u>\$ (10,000.00)</u>	<u>\$ 107,165.60</u>	<u>\$ -</u>	<u>\$ -</u>



City Gate Community Development District

**Consideration of Financials through
September 30, 2026**



City Gate CDD

September 2026 Financial Package

September 30, 2026

PFM Management Services LLC
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817
407-723-5900



City Gate CDD
Statement of Financial Position
As of 9/30/2026

General Fund

Assets

Current Assets

General Checking Account	\$ 304,559.86
Accounts Receivable - POA	839.14
Assessments Receivable	13,694.95
Prepaid Expenses	11,451.00
Deposits	50.00
Total Current Assets	<u>\$ 330,594.95</u>

Total Assets

\$ 330,594.95

Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$ 41,094.33
Total Current Liabilities	<u>\$ 41,094.33</u>

Total Liabilities

\$ 41,094.33

Net Assets

Net Assets, Unrestricted	\$ (144,523.04)
Net Assets - General Government	375,732.95
Current Year Net Assets - General Government	58,290.71

Total Net Assets

\$ 289,500.62

Total Liabilities and Net Assets

\$ 330,594.95



City Gate CDD
Statement of Activities
As of 9/30/2026

General Fund

Revenues

Off-Roll Assessments	\$ 562,483.49
Total Revenues	<u>\$ 562,483.49</u>

Expenses

POL Insurance	\$ 3,014.00
Management	20,000.00
Engineering	16,806.25
District Counsel	212.50
Audit	5,750.00
Tax Preparation	12.84
Postage & Shipping	22.35
Legal Advertising	727.28
Bird Services	102,786.25
Web Site Maintenance	2,700.00
Holiday Decorations	12,050.00
Dues, Licenses, and Fees	175.00
Electric	3,502.25
General Insurance	3,685.00
Irrigation - Repair	6,780.58
Lake Landscaping Maintenance	66,930.55
Lake Maintenance	9,040.00
Landscaping Maintenance & Material	200,129.51
Sidewalk Cleaning	3,000.00
Streetlights	56,899.53
Total Expenses	<u>\$ 514,223.89</u>

Other Revenues (Expenses) & Gains (Losses)

Interest Income	\$ 10,031.11
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$ 10,031.11</u>

Change In Net Assets	\$ 58,290.71
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Net Assets At Beginning Of Year	\$ 231,209.91
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Net Assets At End Of Year	<u>\$ 289,500.62</u>
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City Gate CDD
Budget to Actual
For the Month Ending 09/30/2026

	Year To Date				
	Actual	Budget	Variance	FY 2026 Adopted Budget	Percentage Spent
<u>Revenues</u>					
Off-Roll Assessments	\$ 562,483.49	\$ 562,483.50	\$ (0.01)	\$ 562,483.50	100.00%
Net Revenues	\$ 562,483.49	\$ 562,483.50	\$ (0.01)	\$ 562,483.50	100.00%
<u>General & Administrative Expenses</u>					
POL Insurance	\$ 3,014.00	\$ 3,327.50	\$ (313.50)	\$ 3,327.50	90.58%
Management	20,000.00	20,000.00	-	20,000.00	100.00%
Engineering	16,806.25	7,500.00	9,306.25	7,500.00	224.08%
District Counsel	212.50	2,500.00	(2,287.50)	2,500.00	8.50%
Audit	5,750.00	6,820.00	(1,070.00)	6,820.00	84.31%
Postage & Shipping	22.35	50.00	(27.65)	50.00	44.70%
Copies	-	400.00	(400.00)	400.00	0.00%
Legal Advertising	727.28	2,500.00	(1,772.72)	2,500.00	29.09%
Miscellaneous	-	200.00	(200.00)	200.00	0.00%
Web Site Maintenance	2,700.00	2,700.00	-	2,700.00	100.00%
Dues, Licenses, and Fees	175.00	175.00	-	175.00	100.00%
Reserves	-	10,000.00	(10,000.00)	10,000.00	0.00%
Electric	3,502.25	4,000.00	(497.75)	4,000.00	87.56%
General Insurance	3,685.00	4,070.00	(385.00)	4,070.00	90.54%
Irrigation - Repair	6,780.58	8,000.00	(1,219.42)	8,000.00	84.76%
Lake Maintenance	9,040.00	9,000.00	40.00	9,000.00	100.44%
Landscaping Maintenance & Material	200,129.51	176,500.00	23,629.51	176,500.00	113.39%
Wayfinding Signage	-	55,000.00	(55,000.00)	55,000.00	0.00%
Contingency	-	10,000.00	(10,000.00)	10,000.00	0.00%
Upgrade Lake Landscaping Maintenance	66,930.55	80,000.00	(13,069.45)	80,000.00	83.66%
Sidewalk Cleaning	3,000.00	5,700.00	(2,700.00)	5,700.00	52.63%
Streetlights	56,899.53	62,500.00	(5,600.47)	62,500.00	91.04%
Bird Services	102,786.25	77,520.00	25,266.25	77,520.00	132.59%
Tax Preparation	12.84	21.00	(8.16)	21.00	61.14%
Holiday Decorations	12,050.00	10,000.00	2,050.00	10,000.00	120.50%
Road Repair	-	4,000.00	(4,000.00)	4,000.00	0.00%
Total General & Administrative Expenses	\$ 514,223.89	\$ 562,483.50	\$ (48,259.61)	\$ 562,483.50	91.42%
Total Expenses	\$ 514,223.89	\$ 562,483.50	\$ (48,259.61)	\$ 562,483.50	
Net Income (Loss)	\$ 48,259.60	\$ -	\$ 48,259.60	\$ -	
<u>Other Income (Expense)</u>					
Interest Income	\$ 10,031.11	\$ -	\$ 10,031.11	\$ -	
Total Other Income (Expense)	\$ 10,031.11	\$ -	\$ 10,031.11	\$ -	
Net Income (Loss)	\$ 58,290.71	\$ -	\$ 58,290.71	\$ -	



City Gate Community Development District

**Ratification of Updated PFM
FY27 Fee Increase Letter**
(provided under separate cover)



City Gate Community Development District

**Ratification of Payment Authorizations
No. 266 – 269**

CITY GATE TOWN CENTER COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817

PHONE: (407) 723-5900 • FAX: (407) 723-5901

Payment Authorization Recap For Board Approval

Attached please find the list of payment authorizations approved to be paid from October 2, 2026, through October 23, 2026. This does not include payment authorizations previously approved by the Board.

PAYMENT AUTHORIZATION NO.	AMOUNT
266	\$11,267.93
267	\$47,918.70
268	\$9,606.97
269	\$69.33
Total	\$68,862.93

Approval of Expenditures:

----- Chairman

----- Vice Chairman

----- Assistant Secretary

**CITY GATE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 266
10/2/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
0000614	CIVILGEAR, LLC (CTY2)	10/01/2026	City Gate CDD	2,148.75
34909	EGIS INSURANCE ADVISORS, LLC (CTY2)	09/29/2026	City Gate CDD	7,201.00
57454-092926	FPL (CTY2)	09/29/2026	City Gate CDD	163.57
67457-092926	FPL (CTY2)	09/29/2026	City Gate CDD	87.98
DM-09-2026-13	PFM Management Services LLC (CTY2)	09/01/2026	City Gate CDD	1,666.63
Total:				11,267.93

Please Return To:
City Gate CDD
c/o PFM Group Consulting
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817

**CITY GATE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 267
10/9/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
CESI-022805	COLLIER ENVIRONMENTAL SERVICES (CTY2)	09/30/2026	City Gate CDD	194.00
CESI-022806	COLLIER ENVIRONMENTAL SERVICES (CTY2)	09/30/2026	City Gate CDD	562.00
CG14	PREDATOR BIRD SERVICES INC. (CTY2)	09/30/2026	City Gate CDD	8,160.00
SEP50424	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	5,175.00
SEP50434	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	3,535.00
SEP50435	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	2,710.00
SEP50436	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	735.00
SEP50437	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	2,305.00
SEP50438	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	2,875.00
SEP51718	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	217.44
SEP51727	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	233.25
SEP51728	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	4,042.50
SEP51739	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	2,052.00
SEP51740	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	1,570.00
SEP51746	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	793.13
SEP51747	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	8,085.00
SEP51790	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	4,500.00
SP51719	WLM OF COLLIER LLC (CTY2)	09/25/2026	City Gate CDD	174.38
Total:				47,918.70

Please Return To:
City Gate CDD
c/o PFM Group Consulting
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817

**CITY GATE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 268
10/16/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
41128	Clean Up Group International (CTY2)	10/12/2026	City Gate CDD	3,000.00
26162-101326	FPL (CTY2)	10/13/2026	City Gate CDD	5,801.97
144466	PFM Management Services LLC (CTY2)	10/09/2026	City Gate CDD	40.00
8959	VGLOBALTECH (CTY2)	09/30/2026	City Gate CDD	300.00
9043	VGLOBALTECH (CTY2)	10/01/2026	City Gate CDD	125.00
4377	WILLIS & DAVIDOW, ATTORNEYS AT (CTY2)	09/30/2026	City Gate CDD	340.00
Total:				9,606.97

Please Return To:
City Gate CDD
c/o PFM Group Consulting
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817

**CITY GATE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 269
10/23/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
10497-102226	FPL (CTY2)	10/22/2026	City Gate CDD	33.46
67356-102226	FPL (CTY2)	10/22/2026	City Gate CDD	35.87
Total:				69.33

Please Return To:
City Gate CDD
c/o PFM Group Consulting
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817



City Gate Community Development District

**Consideration Proposal from
Lee Designs for Monument Sign**



3300 Palm Ave.
Ft Myers, Fl. 33901
www.leeesignsllc.com

239-278-4245

PROPOSAL

260827-05

Date: 09/23/2026

Expires: 10/08/2026

Drawing Numbers:

Project: MONUMENT SIGN - CGBN and CGBS
City Gate Drive
Naples, FL 34117

Client: CITY GATE CDD
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817

Contact: Josh Fruth (239) 799-3202 jfruth@civilgearfl.com

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
B. South (1) existing d/s illuminated sign. Remove bring back to shop. *Paint *Replace red vinyl City Gate *Reinstall sign	\$7,185.00
C. North (1) existing d/s illuminated sign. Remove and bring back to shop. *Fix northwest corner of sign. (see survey photos for damage) *Paint * Replace red vinyl City Gate * Reinstall sign	\$7,950.00
Deposit Rate: 50% Deposit: \$7,567.50	Subtotal: \$15,135.00
	Total: \$15,135.00

Contract price above does not include applicable taxes, permit and acquisition fees. Payment shall be made to Lee Designs, LLC in the full amount above plus applicable taxes, permit and acquisition fees upon the completion of the services of this contract. A 50% deposit along with a signed approval of the drawings is required to start the process. After 30 days, price is subject to change.

Signing of this document constitutes a legal and binding contract between parties named on this agreement. Goods sold remain the property of the seller until paid in full. **If final payment is not received within 30 days of invoice date, the signage will be scheduled for immediate removal.** No warranties will be honored while balance is unpaid.

ALL WORK CONTINGENT ON APPROVAL OF NECESSARY PERMITS. Once signs have been installed, permits are to remain visible on site until all inspections are signed off by inspector. If removed and a re-inspection is required, any/all additional fees will be paid by the customer. Upon completion of the inspection, keep the approved permits for your records.

***Power and access to the power is to be provided by others and located directly behind the signs supporting wall or structure unless otherwise noted. Failure to*

Salesperson: Elisha White

Buyer_____Seller_____



3300 Palm Ave.
Ft Myers, FL 33901
www.leeesignsllc.com

239-278-4245

PROPOSAL

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Suite 270
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Contact: Josh Fruth (239) 799-3202 jfruth@civilgearfl.com

have power to the site at the time of installation may result in additional charges.

***Customer is responsible for landlord / property owner approval on selection of sign placement & design.*

***ELECTRONIC MESSAGE BOARDS: All LED Electronic Message Displays require a dedicated 120 volt circuit or circuits provided by customer at customer's expense.*

When this contract is being signed by a duly authorized person of each party, all provisions contained herein become integral of this Contract and there is no other agreement or understanding or any nature concerning some unless such agreement or understanding, if any is specifically incorporated herein.

TERMS & CONDITIONS

1. PAYMENT. Payment shall be made to Lee Designs, LLC in the specified amount upon completion of the services of this contract. If the final payment is not received within 14 days of invoice date, your sign will be scheduled for immediate removal. A 50% deposit along with signed, dated and approval of drawings is required to start process. No warranties will be honored while the balance for the sign is outstanding.

a. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 9.99 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. The customer shall pay all costs collection, including without limitation, reasonable attorney fees.

b. In addition to any other right or remedy provided by law, if the customer fails to pay for the Services when due, Lee Designs LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

c. When paying by credit card, there will be no additional fees accessed to the customer. If deposit payment is made by credit card, the customer agrees to allow Lee Designs, LLC to place final payment on the credit card used for the deposit payment.

2. TERM. This Contract will terminate automatically in 90 days.

3. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Lee Designs, LLC in connection with the Services will be the exclusive property of Lee Designs, LLC. Upon request, Lee Designs, LLC will execute documents necessary to confirm or perfect the exclusive ownership to the Work Product.

4. CANCELLATIONS. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation.

5. ELECTRICAL. All necessary electrical wiring, outlets, and connections to the display from the building meter and or fuse panel will be properly fused and installed at the expense of the buyer. Power and access to the power is to be provided by others and located directly behind the signs supporting wall or structure unless otherwise noted. Failure to have power to the site at the time of installation may result in additional charges.

6. INSTALLATION. Installation prices quoted are subject to revision where excess rock or other unforeseeable foundation conditions are encountered. Lee Designs, LLC will not be held responsible or liable for any damage incurred by unmarked underground utilities or unmarked irrigation systems. All and any repairs will be the customer's responsibility. Lee Designs will not be responsible for any landscaping items that may be damaged or removed during excavation and installation of any signs.

7. PERMITS. The Seller agrees to secure all necessary governmental permits and/or all necessary permits from the building owner whose permission is required for the installation of this display and he assumes all liability with regard to same and liability, public and otherwise, for damages caused by the display or reason of it being on or attached to the premises. Buyer agrees to secure all necessary permission for use of all registered trademarks or copy-rights used on the display.

8. DELAYS. The Seller will not be responsible for delays in shipments caused by delays created by supplies or transportation services or by labor disputes or due to any other circumstances beyond its control. Lee Designs LLC will not be liable for any delays in job completion caused by the customer, its subcontractors, acts of God, or inaccessibility to the job site. Jobs completed on schedule, but not able to be shipped and/or installed due to delays caused by the customer will be invoiced (except shipping and installation) on schedule and demurrage charges will be incurred.

9. CONFIDENTIALITY. Lee Designs, LLC and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit, or divulge, disclose, or communicate in any manner, any information that is proprietary to Lee Designs, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

10. INDEMNIFICATION. The customer agrees to indemnify and hold Lee Designs, LLC harmless from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Lee Designs, LLC that result from the acts or omissions of Lee Designs, LLC's employees, agents, or representatives.

11. WARRANTY. Lee Designs, LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Lee Designs, LLC on similar projects.

Salesperson: Elisha White

Buyer _____ Seller _____



3300 Palm Ave.
Ft Myers, Fl. 33901
www.leeesignsllc.com

239-278-4245

PROPOSAL

260827-05

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Client: CITY GATE CDD
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817

Contact: Josh Fruth (239) 799-3202 jfruth@civildgearfl.com

a. Workmanship. All signs or fixtures fabricated and installed by Lee Designs LLC are warranted against defects in material and workmanship for one year, parts and labor.

b. Materials. All electrical materials used shall be covered by manufacturer's warranty for up to one year, excluding labor.

c. Insurance. Lee Designs, LLC provides liability insurance coverage for all work performed by Lee Designs, LLC and coverage shall be in the name of Lee Designs, LLC only.

d. If the balance of the agreement is not paid within 30 days of completion the warranty mentioned above will be void.

12. OWNERSHIP. Title to all materials and property covered by the Contract shall remain in Seller's name and shall not be deemed to constitute a part of the realty in which it may be attached until the purchase price is paid in full. Seller is given and express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by BUYER, including, but not limited to, payment of any amounts due and payable, Seller may once (and without process of law) take possession and/or remove as and when it sees fit and wherever found, all materials used or intended for use in the construction of said equipment and any and all property called for in this Contract without being deemed guilty of trespass.

13. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

e. This proposal is made for specially constructed equipment and when accepted is not subject to cancellations.

f. Should Buyer fail to perform any terms of this agreement, and should Seller be obligated to employ an attorney to enforce performance or collection thereof, reasonable attorney fees and costs of collection shall be added to the balance due thereon.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

14. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include without limitation, acts of God, fire, explosion, vandalism, store or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, employees, officers, agents or affiliates.

15. ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provisions of this Contract or award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties and judgments may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

16. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

17. SEVERABILITY. If any provisions of this Contract will be held to be invalid for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provisions of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, the such provision will be deemed to be written, construed, and enforced as so limited.

18. AMENDMENT. This contract may be modified or amended in writing, if the writing is signed by the party obliged under the amendment.

19. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

20. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

21. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right subsequently enforce and compel strict compliance with every provision of this Contract.

Salesperson: Elisha White

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____



City Gate Community Development District

Ratification of Temporary Easement for Construction & Access

This document prepared by:

Joseph A. Davidow

Willis & Davidow, L.L.C.

9015 Strada Stell Ct.

Suite 106

Naples, FL 34109

Tel: (239) 465-0531

www.willisdavidow.com

Parcel No. 26095004189 & 26095004202

TEMPORARY EASEMENT FOR CONSTRUCTION & ACCESS

THIS EASEMENT is given this 6TH day of October, 2026, by the **City Gate Community Development District**, an independent special district established pursuant to Chapter 190, Florida Statutes ("**Grantor**"), whose mailing address is c/o Roger B. Rice, Esquire, 9010 Strada Stell Court, Suite 207, Naples, Florida 34109, to **CITY GATE NAPLES, LLC**, a Delaware limited liability company ("**Grantee**"), whose post office address is 12575 Uline Drive, Pleasant Prairie, WI 53158. Joining in this Easement is the **City Gate Commerce Park Master Property Owners Association, Inc.**, a Florida not-for-profit corporation, the property owners' association for the City Gate Commerce Park PUD ("**City Gate Master POA**").

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Collier County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein, and **Grantee** is the fee simple owner of certain lands abutting **Grantor's** property and more specifically described in Exhibit "B" attached hereto and incorporated herein, which properties are in the City Gate Commerce Park PUD [See sketch in Exhibit "C" attached hereto and incorporated herein]; and

WHEREAS, Grantor has agreed to grant and convey to **Grantee**, a temporary non-exclusive construction and access easement over, on, under, and across a portion of the Property described on Exhibit "D", referred to hereinafter as the "**Easement Premises**"; and for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to **Grantor**, the adequacy and receipt of which are hereby acknowledged, **Grantor** hereby voluntarily grants, creates, conveys, and establishes a temporary easement for and in favor of **Grantee** upon the **Easement Premises** described on Exhibit "D" which shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.

2. Purpose. The purpose of this Easement to grant **Grantee** a temporary non-exclusive access easement over, on, under, and across the **Easement Premises** for the installation of irrigation and ancillary grass, other ground cover and plantings, all of which **Grantee** shall be authorized to perform at its sole expense.

3. South Florida Water Management District ("SFWMD"): **Grantor's** SFWMD Environmental Resource Permit (ERP) is 11-013165-P and **Grantee's** SFWMD ERP is 11-105169-P. **Grantee** warrants to **Grantor**, and **Grantee** agrees, that all acts of **Grantee** now and hereinafter shall NOT be inconsistent with or conflict with the requirements of the City Gate Commerce Park / **Grantor's** SFWMD Environmental Resource Permit 11-013165-P and all related permits thereto ("**Grantor/Community's** Permit").

4. Grantee's Liability. **Grantee** agrees to the following conditions of entry and use of the Easement Area:

- a. **DAMAGE TO PROPERTY:** **Grantee** shall exercise care to avoid damaging the **Grantor's** Property in any manner. Specifically, **Grantee** shall take appropriate actions and safety methods to avoid any impact or interruption of use of the running path and pathway lights around the lake.
- b. **COOPERATION WITH GRANTOR:** Subject to the terms and conditions herein provided, **Grantee** shall cooperate and use its best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary achieve the purpose of this grant of easement.
- c. **CLEANUP:** **Grantee** shall, before termination of this Temporary Construction Easement, use its best efforts to leave the Easement Premises free of all rubbish, debris and rocky material, and shall return the Easement Property to its permitted slopes, grades and elevations.
- d. **INSURANCE:** **Grantee** or **Grantee's** contractor shall, at its expense, provide and maintain in force during the entire term of this Easement, public liability insurance with limits of coverage not less than One Million Dollars (\$1,000,000.00) for any injury, property damage or loss from one (1) accident, and not less than Two Million Dollars (\$2,000,000.00) for injury, property damage or loss in the aggregate. All policies of insurance required herein shall name as the insured thereunder **Grantor** and **Grantee** and shall be of the type and shall be obtained from a company reasonably satisfactory to **Grantor**. Certificates of insurance thereof issued by the insurance or insuring organization shall be delivered by **Grantee** to **Grantor** on or before ten (10) days prior to possession by **Grantee** of the Property or ten (10) days prior to any contractor performing work on the Property, as applicable. In addition, such policies shall provide for thirty (30) day notice of cancellation to **Grantor**.

5. Duration. This Easement shall not commence until **Grantee** begun irrigation installation work in Easement Area and will remain in full force and effect until the requirements of **Grantee's** contractor's landscaping warranty has expired or within 2 years from the date this Easement is recorded (whichever date is earlier), unless otherwise extended in writing by **Grantor** and **Grantee**. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Collier County, Florida.

6. Each Party, joined by City Gate Master POA, acknowledge, and confirm their respective SFWMD permit conditions (Grantee CGS's Permit and Grantor/Community's Permit) and their requirement to maintain their respective systems in conformance and compliance with their respective South Florida Water Management District permit conditions.

IN WITNESS WHEREOF, the City Gate Community Development District ("Grantor") has hereunto set its authorized hand this _____ day of October, 2026.

SIGNATURES INTENTIONALLY APPEAR ON THE FOLLOWING PAGES

GRANTOR
CITY GATE COMMUNITY
DEVELOPMENT DISTRICT

Alp Erol

Alp Erol, Asst. Sec., Board of Supervisors

Signed, sealed and delivered in our presence as witnesses:

By: *Kristin Long*
(Signature)

By: *Russell Weyer*
(Signature)

Name: Kristin Long
(Print)

Name: Russell Weyer
(Print)

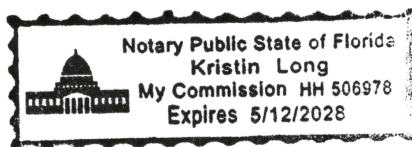
STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 10th day of October, 2026, appeared Alp Erol, the person who subscribed to the foregoing instrument, as the Chair of the Board of Supervisors (title), of the City Gate Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes and acknowledged that he executed the same on behalf of said Community Development District and the he was duly authorized to do so. Such person(s) Notary Public must check applicable box:

- ☒ are personally known to me.
☐ produced her current driver license.
☐ produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notary Seal)



Kristin Long
Notary Public
Printed Name of Notary: Kristin Long
Commission Number: HH506978
My Commission Expires: 5/12/2028

GRANTEE
CITY GATE NAPLES, LLC,
a Delaware limited liability company

Kristin Long
Witness (Signature)
Kristin Long
Print Name

By: Brad Heisner
Brad Heisner, Uline Branch Manager

G. Russell Weyer
Witness (Signature)
G. RUSSELL WEYER
Printed Name

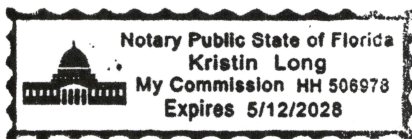
STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 16th day of October, 2026, by Brad Heisner, Uline Branch Manager on behalf of CITY GATE NAPLES, LLC, a Delaware limited liability company. Such person(s) Notary Public must check applicable box:

- ☒ is personally known to me.
☐ produced his current driver license.
☐ produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notary Seal)

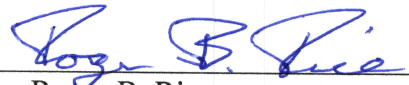


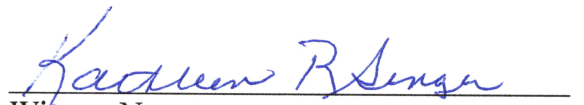
Kristin Long
Notary Public
Printed Name of Notary: Kristin Long
Commission Number: HH506978
My Commission Expires: 5/12/2028

Signed, sealed and delivered
in the presence of:

JOINED IN AND CONSENTED TO BY:
City Gate Commerce Park Master Property
Owners Association, Inc., a Florida not-for-profit
corporation


Witness Name: G. RUSSELL WEIER

By: 
Name: Roger B. Rice
Its: Secretary and Treasurer


Witness Name: KATHLEEN R. SINGER

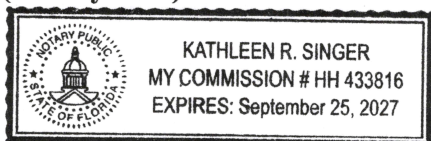
STATE OF FLORIDA
COUNTY OF COLLIER

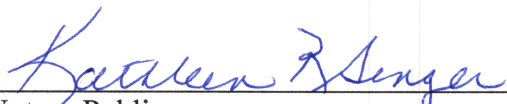
The foregoing instrument was acknowledged before me, by means of [X] physical presence or [] online notarization, this _____ day of October, 2026 by Roger B. Rice, as Secretary and Treasurer of the City Gate Commerce Park Master Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. Such person(s) Notary Public must check applicable box:

- ☒ are personally known to me.
☐ produced her current driver license.
☐ produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notary Seal)




Notary Public
Printed Name of Notary: KATHLEEN R. SINGER
Commission Number: HH433816
My Commission Expires: 9-25-2027