

City Gate Community Development District

12051 Corporate Boulevard, Orlando, FL 32817-1450

P. 407-723-5900

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

Thursday, February 13, 2025, 4:30 p.m.
3830 Uline Drive
Naples, FL 34117

Call to Order / Roll Call

Public Comments

Administrative Matters

- Tab 1 - Proof of Publication.
- Tab 2 - Approval of the November 21, 2024 Landowner Meeting Minutes.
- Tab 3 - Approval of the November 21, 2024 General Meeting Minutes..
- Tab 4 - Proof of Engineering RFQ Publication.
- Tab 5 - Civilgear RFQ Package Submission.
- Tab 6 - Proposed Civilgear Agreement.
- Tab 7 - Ratification of CRI Signed Engagement Letter.
- Tab 8 - Ratification of CRI Signed Master Service Agreement.
- Tab 9 - Ratification of Signed PBSI City Gate CDD 2025 Proposal.

Operational Matters

- Update on Way Finding Signs.
- Update on Sheriff Interlocal Agreement.
- Update on Great Wolf lowering of fence.

Financial Matters

- Tab 10 - Consideration of the January 2025, District Financial Statements.

Other Business

Staff Reports

- Manager's Report
- Attorney's Report
- Engineer's Report

Supervisor's Requests

Adjournment

EXHIBIT 1

**NOTICE OF REGULAR MEETING
DATE CHANGE
CITY GATE COMMUNITY
DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors (the "Board") of the City Gate Community Development District scheduled for Thursday, February 6, 2025 has been changed to Tuesday, February 13, 2024 at 4:30 p.m. at the offices of Ulline, 3830 Ulline Drive, Naples, FL 34117. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 707 Orchid Drive, Suite 100, Naples, Florida 34102, during normal business hours.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 269-1341, at least forty-eight (48) hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

District Manager
February 6, 2025
No. 11010923 Feb 6, 2025

EXHIBIT 2

CITY GATE COMMUNITY DEVELOPMENT DISTRICT
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

MINUTES OF MEETING

**Public Hearing and
Board of Supervisors Meeting
Thursday, November 21, 2024, 4:50 p.m.**

9010 Strada Stell Court, Suite 207
Naples, FL 34109

Present were:

Roger B. Rice	Landowner Proxy Holder
Jake Stephens	Landowner Proxy Holder
Brad Heisner	Landowner Proxy Holder
Jennifer Belpedio	Landowner Proxy Holder
Jason Bays	Landowner Proxy Holder

Also present was:

Russ Weyer	Real Estate Econometrics, Inc.
Joseph Davidow	Willis & Davidow, Attorneys at Law, LLC

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Weyer called the meeting to order and proceeded with the roll call. The members in attendance are as outlined above. Mr. Weyer was appointed Chairman for purposes of overseeing the Landowner Meeting.

SECOND ORDER OF BUSINESS

Notice of Publication

Mr. Weyer pointed out that the meeting was properly advertised in the Naples Daily News as shown in the agenda package.

THIRD ORDER OF BUSINESS

Election of Supervisors

A. Election of Supervisors

1. Determine the Number of Voting Units Represented

Mr. Weyer noted that there are a combined 205 votes to be cast by the five (5) Landowners.

2. Nominations of the Position of Supervisors and Terms of Office.

Mr. Weyer pointed out that the following Board of Supervisors candidates are being considered for election to the City Gate Community Development District Board of Supervisors:

Mr. Jake Stephens	Seat #3
Mr. Jason Bays	Seat #4
Mr. Roger Rice	Seat #5

Mr. Weyer said that all three (3) seats are being elected for 4-year terms.

3. Casting of Ballots.

Mr. Roger Rice was designated as the proxy holder for the 850 NWN, LLC and CG II, LLC Landowners, Mr. Brad Heisner representing Uline Landowner, Mr. Jason Bays representing Great Wolf Lodge Landowner and Ms. Jennifer Belpedio representing Collier County Landowner.

4. Ballot Tabulations and Results.

The tabulations were as follows:

Mr. Jake Stephens	205 Votes	4-Year Term
Mr. Jason Bays	205 Votes	4-Year Term
Mr. Roger Rice	205 Votes	4-Year Term

FOURTH ORDER OF BUSINESS

Landowner Questions/Comments

There were no questions or comments from the Landowners.

FIFTH ORDER OF BUSINESS

Adjournment

Mr. Weyer adjourned the Landowner Meeting at 4:54 p.m.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

Print Name

Print Name

EXHIBIT 3

CITY GATE COMMUNITY DEVELOPMENT DISTRICT
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

MINUTES OF MEETING

Board of Supervisors Meeting
Thursday, November 21, 2024, 4:45 p.m.

3900 City Gate Boulevard North
Naples, FL 34107

Present and constituting a quorum were:

Roger B. Rice	Board Member
Jake Stephens	Board Member
Brad Heisner	Board Member
Jennifer Belpedio	Board Member
Jason Bays	Board Member

Also present was:

Russ Weyer	Real Estate Econometrics, Inc.
Joseph Davidow	Willis & Davidow, Attorneys at Law, LLC
Audrey Ryan	PFM Group Consulting (On-Line)
Mary Shea	General Public

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Weyer called the meeting to order and proceeded with the roll call. The members in attendance are as outlined above.

SECOND ORDER OF BUSINESS

Administrative Matters

Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public Comment. There were no public comments brought forward. He also presented the proof of publication for the meeting.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-10 relating to Canvassing and Certifying the Results of the Landowners Election of Supervisors of the City Gate Community Development District.

Mr. Weyer said that Resolution 2024-10 gives the results of the November Landowner Election Meeting held just prior to this meeting. He pointed out that Mr. Jake Stephens, Mr. Jason Bays and Mr. Roger Rice were elected to four (4) year terms by the landowners.

There was no further discussion.

On MOTION by Ms. Belpedio and seconded by Mr. Heisner, with all in favor, the Board of Supervisors of the City Gate Community Development District approved Resolution 2024-10 Canvassing the Landowner Election Results.

Mr. Stephens, Mr. Bays and Mr. Rice were then sworn in to their Board positions.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-11: A Resolution of the Board of Supervisors of the City Gate Community Development District relating to the designation of FY 2024-2025 Officers for the District and providing for an effect date.

Mr. Weyer noted that with the election of supervisors, the Board needs to approve a new resolution relating to the designation of officers for the remainder of FY 2024-2025. Nothing has changed from the prior resolution in terms of the slate.

There was no further comment or discussion.

On MOTION by Mr. Roger Rice and seconded by Ms. Jennifer Belpedio with all in favor, the Board of Supervisors of City Gate Community Development District adopted Resolution 2024-10: A Resolution of the Board of Supervisors of the City Gate Community Development District relating to the designation of FY 2024-2025 Officers for the District and providing for an effective date.

FOURTH ORDER OF BUSINESS

Approval of the September 12, 2024, Meeting Minutes.

Mr. Weyer presented the meeting minutes from the public hearing and general meeting of the City Gate Community Development District for approval.

There was no further discussion.

On MOTION, by Mr. Jake Stephens, seconded by Mr. Brad Heisner, with all in favor, the Board of Supervisors approved the District's September 12, 2024 Meeting Minutes as presented.

FIFTH ORDER OF BUSINESS

Consideration of the Lee Designs Proposal for new vinyl on existing ground signs.

Josh Fruth presented the proposal. The lettering has been taking a beating from the sun and needs updating for the large signs at City Gate Boulevard North and 951 and the other at City Gate Boulevard South and White Lake Drive. The vinyl needs replacing as it has become worn and dated.

There were no changes or further discussion.

On MOTION, by Ms. Jennifer Belpedio, seconded by Mr. Brad Heisner, with all in favor, the Board of Supervisors approved the Lee Designs Proposal for new final on existing ground signs.

SIXTH ORDER OF BUSINESS

Consideration of RFPs for lake landscaping/irrigation maintenance split.

Mr. Weyer said that Josh Fruth is leaving Peninsula Engineering since Peninsula is getting out of the engineering services for community development districts. Josh will be starting his own company. Since Peninsula is terminating its relationship with the City Gate CDD, the District needs to go through the RFP process for engineering services as outlined in the Florida Statutes. He said the process starts with the District approving the process, advertising for RFPs, the opening of the RFPs, the scoring of the RFPs by the Board, then the Board authorizing approval of the engineering services agreement with the selected engineering firm. Mr. Weyer then went over the scoring process.

The goal will be to have the review and selection process by the February meeting.

There was no further comment or discussion.

On MOTION by Mr. Roger Rice and seconded by Mr. Brad Heisner with all in favor, the Board of Supervisors of City Gate Community Development District approved the RFP process for engineering services.

SEVENTH ORDER OF BUSINESS

Audit Engagement Letter for Carr Riggs & Ingram Auditing Firm.

Mr. Weyer said there is no need for a vote as this letter is for information purposes only and indicates that the second year of this engagement is at the same amount as last year.

There was no further comment or discussion.

EIGHTH ORDER OF BUSINESS

Consideration of the City Gate CDD Financials through October 31, 2024.

Mr. Weyer pointed out that the financials cover only the first month of the new fiscal year and then turned the presentation over to Ms. Ryan. Ms. Ryan said that the District has collected \$121,568

in assessments to date. October expenses totaled \$33,995, which is about 6.62% of the total yearly budget. Mr. Weyer noted that the assessments are billed directly on a quarterly basis.

There were no changes, questions or comments.

On MOTION by Ms Belpedio and seconded by Mr. Jason Bays, with all in favor, the Board of Supervisors of City Gate Community Development District accepted the October 31, 2024, Financials.

STAFF REPORTS

Manager’s Report – Mr. Weyer had nothing further to report.

Attorney’s Report – Mr. Davidow said that he had received the interlocal agreement with the Sheriff’s Office had nothing further to report. Ms. Belpedio said that we need an engineer’s exhibit to go along with the agreement. She will process once it is sent back to her.

Engineer’s Report – Mr. Fruth was not in attendance.

NINTH ORDER OF BUSINESS

Public Comments

There were no public comments.

TENTH ORDER OF BUSINESS

Supervisor’s Requests

Mr. Heisner asked if the contract for the lake landscape maintenance be sent to the District and that Uline and the District will work out the differences. Mr. Heisner said that since they are about 40% of the budget so if it was ok with the Board, the District should cover the lake maintenance fee of about \$5,000 a month. Then if there are any other costs initiated by Uline, then Uline will cover the costs.

On MOTION by Mr. Roger Rice and seconded by Mr. Jake Stevens with all in favor, the Board of Supervisors of the City Gate Community Development District agreed to pay the current lake landscape maintenance and any additional cost initiated by Uline will be covered by Uline.

Mr. Bays asked the Board for Great Wolf Lodge to lower the fence that is between Great Wolf and the lake, to be buried about a foot and a half below grade to prevent wildlife from getting onto their property. He said that Great Wolf would have a professional company perform the work and Great Wolf would pay for the improvement.

Mr. Rice said he would send over to Mr. Davidow an agreement for Great Wolf to perform the work on CDD property.

On MOTION by Mr. Roger Rice and seconded by Mr. Jake Stevens with all in favor, the Board of Supervisors of the City Gate Community Development District agreed to allow Great Wolf to lower the fence to a foot and a half below grade.

Mr. Heisner asked about the status of the Way Finding Signs. Mr. Rice said that it is currently up to the County Clerk. Mr. Fruth asked Ms. Belpedio if the package we sent could be put on the consent agenda in order to get approval and the project could move forward. The invoice would come from the CDD as a special assessment to each landowner based on the size of their name on the sign.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Brad Heisner and seconded by, Mr. Roger Rice with all in favor, the meeting of the Board of Supervisors of the City Gate Community Development District was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

EXHIBIT 4

Govt Public Notices

experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Collier County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement by 12:00 p.m. on Friday, December 13, 2024, to the attention of G. Russell Weyer, Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102 ("District Manager's Office"). The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).
 No.10792912 Nov. 29, 2024

Govt Public Notices

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE CITY GATE COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services
 The City Gate Community Development District (the "District"), located in Cape Coral, Florida, announces that professional engineering services will be required on a continuing basis for the District's earthwork, water, sewer, and stormwater management systems, roadway improvements, landscape, irrigation, signage and lighting improvements, amenity and preserve improvements, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required. Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past

EXHIBIT 5

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> City Gate Community Development District - "The District" - Naples, FL (says Cape Coral in solicitation)	
2. PUBLIC NOTICE DATE November 29, 2024	3. SOLICITATION OR PROJECT NUMBER N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE Josh Fruth, President		
5. NAME OF FIRM CIVILGEAR, LLC		
6. TELEPHONE NUMBER O: 239.799.3200; C: 239.877.3480	7. FAX NUMBER N/A	8. E-MAIL ADDRESS jfruth@civilgearfl.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			CIVILGEAR <input type="checkbox"/> CHECK IF BRANCH OFFICE	2950 Tamiami Tr. N. Suite 202 NAPLES, FL 34103	CODE12 - Civil Engineer
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM **N/A - only prime, no subs** *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Josh Fruth	13. ROLE IN THIS CONTRACT CDD - Civil Engineer Lead (12)	14. YEARS EXPERIENCE	
		a. TOTAL 20	b. WITH CURRENT FIRM 1 - STARTUP

15. FIRM NAME AND LOCATION <i>(City and State)</i> CIVILGEAR, LLC - NAPLES, FL
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16. EDUCATION <i>(Degree and Specialization)</i> BSME, MINOR WITH MATH (CIVIL)	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL LIC. NO. 38311
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18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> COLLIER COUNTY PARKS AND RECREATION BOARD - (PARAB), ASCE, ASME; LEAN SIX-SIGMA
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19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> CITY GATE - MASTER CONCEPTUAL AND CONSTRUCTION SFWMD ERP / COLLIER COUNTY PPL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Worked with the master developer, City Gate, to complete the fully permitted / mitigated (local, state, federal) industrial / commercial subdivision that exists today. This included a mitigation project (panther crossing on 846 E) and SFWMD first nutrient removal permit.		
(1) TITLE AND LOCATION <i>(City and State)</i> CITY GATE COMMERCE PARK - REZONING (PUDA)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>(If applicable)</i> N/A
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Teamed with the master developer / legal team to complete several zoning revisions and amendments to assist with multiple land development sales. This included zoning provisions for development of the Paradise Coast Sports Complex, Uline, and Great Wolf Lodge.		
(1) TITLE AND LOCATION <i>(City and State)</i> SFWMD - BIG CYPRESS FIELD STATION AT CITY GATE	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010-2012	CONSTRUCTION <i>(If applicable)</i> 2011-2012
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Joined team as site civil consultant at the request of SFWMD after Prime Architect was having issues with current out of town civil team not understanding the requirement set forth by the City Gate PUD. Prepared all design / permitting documents and provided services through construction.		
(1) TITLE AND LOCATION <i>(City and State)</i> ULINE DISTRIBUTION CENTER at CITY GATE	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021-2024	CONSTRUCTION <i>(If applicable)</i> 2022-2024
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Prepared all design / permitting documents and provided services through construction.		
(1) TITLE AND LOCATION <i>(City and State)</i> GREAT WOLF LODGE at CITY GATE	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021-2024	CONSTRUCTION <i>(If applicable)</i> 2022-2024
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Prepared all design / permitting documents and provided services through construction.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Carl Thrusman	13. ROLE IN THIS CONTRACT CDD - Civil Engineer - Assistant (12)	14. YEARS EXPERIENCE	
		a. TOTAL 10	b. WITH CURRENT FIRM 1-STARTUP

15. FIRM NAME AND LOCATION *(City and State)*
CIVILGEAR, LLC - NAPLES, FL

16. EDUCATION <i>(Degree and Specialization)</i> BSCE	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL LIC. NO. 86499
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 ASCE

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> CITY GATE - MASTER CONCEPTUAL AND CONSTRUCTION SFWMD ERP / COLLIER COUTY PPL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>(If applicable)</i> On-Going
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm a. Worked with the master developer, City Gate, to update the fully permitted / mitigated (local, state, federal) industrial / commercial subdivision that exists today. Updates include all items necessary to assist with other lot developments, i.e. Uline expansion.		

(1) TITLE AND LOCATION <i>(City and State)</i> ULINE DISTRIBUTION CENTER at CITY GATE	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021-2024	CONSTRUCTION <i>(If applicable)</i> 2022-2024
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm b. Prepared all design / permitting documents and provided services through construction.		

(1) TITLE AND LOCATION <i>(City and State)</i> GREAT WOLF LODGE at CITY GATE	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021-2024	CONSTRUCTION <i>(If applicable)</i> 2022-2024
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm c. Prepared all design / permitting documents and provided services through construction.		

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm d.		

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">1</p>
21. TITLE AND LOCATION <i>(City and State)</i> <p style="text-align: center;">PARADISE COAST SPORTS COMPLEX at CITY GATE</p>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ON-GOING	CONSTRUCTION <i>(If applicable)</i> ON-GOING

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Collier County BOCC	b. POINT OF CONTACT NAME Ed Finn	c. POINT OF CONTACT TELEPHONE NUMBER 239.252.8609
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Prepared all design / permitting documents and provided services through construction. Estimated project cost at completion is +/- \$150M. The facility is located in the CDD boundary and represents the second largest land owner within the limits of the CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">2</p>
21. TITLE AND LOCATION <i>(City and State)</i> <p style="text-align: center;">CITY GATE RETAIL PLAZA</p>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ON-GOING	CONSTRUCTION <i>(If applicable)</i> ON-GOING

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER SCGC1, LLC	b. POINT OF CONTACT NAME Joe Weber	c. POINT OF CONTACT TELEPHONE NUMBER 330.996.0225
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

CIVILGEAR is task to prepare all design / permitting documents and provide services through construction. Estimated project cost at completion is +/- \$9M. The facility is located in the CDD boundary.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> PELICAN BAY FOUNDATION - DESIGN REVIEW COMMITTEE	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ON-GOING	CONSTRUCTION <i>(If applicable)</i> ON-GOING

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER PBF-DRC	b. POINT OF CONTACT NAME Lisa Warren	c. POINT OF CONTACT TELEPHONE NUMBER 239.260.8465
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Complete all design reviews for new storm water improvement plans from outside developers. This project represents work within a committee that is similar to the collective CDD's annual scope (review and recommend or reject improvement projects based on codes or professional opinions, evaluate improvements, etc.).

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION <i>(City and State)</i> PELICAN BAY FOUNDATION (PBF)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ON-GOING	CONSTRUCTION <i>(If applicable)</i> ON-GOING

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER PBF	b. POINT OF CONTACT NAME Tony D'Errico	c. POINT OF CONTACT TELEPHONE NUMBER 314.393.2539
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Prepare all design / permitting documents and provide services through construction on all annual projects. Estimated project cost at completion ranges. This project represents work within a master and sub-associations.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> EAGLE CREEK GOLF AND COUNTRY CLUB	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ON-GOING	CONSTRUCTION <i>(If applicable)</i> 2024

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER EC Master Association	b. POINT OF CONTACT NAME Don Madalinski	c. POINT OF CONTACT TELEPHONE NUMBER 239.793.0500
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Prepare all design / permitting documents and provide services through construction on all annual projects. Estimated project cost at completion ranges. This project represents work within a master and sub-associations.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> KELLY GREENS GOLF AND COUNTRY CLUB	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ON-GOING	CONSTRUCTION <i>(If applicable)</i> 2024

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER KG Master Association	b. POINT OF CONTACT NAME Glenn Rush	c. POINT OF CONTACT TELEPHONE NUMBER 801.819.5503
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Prepare all design / permitting documents and provide services through construction on all annual projects. Estimated project cost at completion ranges. This project represents work within a master and sub-associations.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION <i>(City and State)</i> BAY COLONY GOLF CLUB	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ON-GOING	CONSTRUCTION <i>(If applicable)</i> ON-GOING

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER BC Master Association	b. POINT OF CONTACT NAME Michael Bradfield	c. POINT OF CONTACT TELEPHONE NUMBER 239.592.9515
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Prepare all design / permitting documents and provide services through construction on all annual projects. Estimated project cost at completion ranges. This project represents work within a master and sub-associations.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION <i>(City and State)</i> TWIN EAGLES CLUB	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ON-GOING	CONSTRUCTION <i>(If applicable)</i> ON-GOING

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER TE Master Association	b. POINT OF CONTACT NAME Michael Chaffee	c. POINT OF CONTACT TELEPHONE NUMBER 239.404.8013
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Prepare all design / permitting documents and provide services through construction on all annual projects. Estimated project cost at completion ranges. This project represents work within a master and sub-associations.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION <i>(City and State)</i> HERITAGE BAY GOLF AND COUNTRY CLUB	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ON-GOING	CONSTRUCTION <i>(If applicable)</i> ON-GOING

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER HB Master Association	b. POINT OF CONTACT NAME Doug Brown	c. POINT OF CONTACT TELEPHONE NUMBER 239.384.6161
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Prepare all design / permitting documents and provide services through construction on all annual projects. Estimated project cost at completion ranges. This project represents work within a master and sub-associations.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION <i>(City and State)</i> VANDERBILT COMMONS	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019-2021	CONSTRUCTION <i>(If applicable)</i> 2020-2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER VANDY I & II	b. POINT OF CONTACT NAME George Vukobratovich	c. POINT OF CONTACT TELEPHONE NUMBER 239.261.4744
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Prepared all design / permitting documents and provided services through construction. Estimated project cost at completion is +/- \$10M. The facility is located within a POA boundary.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME CIVILGEAR	(2) FIRM LOCATION <i>(City and State)</i> Naples, FL / Collier County	(3) ROLE Prime Consultant / Lead Civil design
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

N/A

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME CIVILGEAR, LLC			3. YEAR ESTABLISHED 2024	4. UNIQUE ENTITY IDENTIFIER
2b. STREET 2950 Tamiami Trail North, Suite 202			5. OWNERSHIP	
2c. CITY Naples	2d. STATE FL	2e. ZIP CODE 34103	a. TYPE Sole Proprietor	
6a. POINT OF CONTACT NAME AND TITLE Josh Fruth, President			b. SMALL BUSINESS STATUS YES	
6b. TELEPHONE NUMBER 239.877.3480		6c. EMAIL ADDRESS jfruth@civilgearfl.com		
8a. FORMER FIRM NAME(S) (If any) N/A			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
12	Civil Engineer	3		C06	Churches	2
8	CADD Technician	2		C08	Codes, Standards, Ord.	1
15	Construction Inspector	1		C10	Commercial Bldgs / Shop Cts	4
29	GIS Specialist	1		C11	Community Facilities	2
2	Aministrative	1		C15	Construction Management	2
				C18	Cost Estimating / Eng.	1
				D04	Design Build RFQ	2
				D07	Restaurants	2
				E02	Educational Facilities	3
				F02	Field Houses/Gyms/Stad.	3
				G04	GIS	1
				H10	Hotels	2
				H11	Housing	2
				I01	Industrial Buildings	2
				I03	Industrial Waste Treatment	1
				O01	Office Blds/Industrial Parks	2
				R04	Recreation Facilities	2
				R09	Resources Recovery	1
				S04	Sewer Collection	2
				S07	Solid Wastes/Landfill	1
				S13	Storm Water Handling	2
				W03	Water Supply	2
				Z01	Zoning; Land Use Studies	3
Total		8				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	N/A	1. Less than \$100,000	6. \$2 million to less than \$5 million		
b. Non-Federal Work	Projected at #6	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million		
c. Total Work	Projected at #6	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million		
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million		
		5. \$1 million to less than \$2 million	10. \$50 million or greater		

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

EXHIBIT 6

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the "Agreement") is made and entered into this 13th day of February, 2025, by and between:

City Gate Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida, with a mailing address of 707 Orchid Drive, Suite 100, Naples, Florida 34102 (the "**District**"); and

Civilgear, LLC, a Florida corporation, with a mailing address of 2950 Tamiami Trail N, Suite 202, Naples, Florida 34103 (the "**Engineer**").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the Board of County Commissioners of Collier County, Florida; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, on February 13, 2025, the District's Board of Supervisors (the "**Board**") ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES.

- A. The Engineer will provide general engineering services for the District, including:
1. Preparation of any necessary reports and attendance at meetings of the Board.
 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 4. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:
1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 2. Processing of contractors' pay estimates.
 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 4. Final inspection and requested certificates for construction, including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to the form set forth in Exhibit A hereto (“Work Authorization”). Authorization of services of projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount-** The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates -** For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

- B. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, the Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Notwithstanding the foregoing, the Engineer agrees that delivery of any Work Product necessary to proceed with the ongoing work of the District shall not be withheld or unreasonably delayed solely based upon the timing of the invoicing or payment. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with

respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 11. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 12. INSURANCE.

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.

3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1000,000.00).
- B.** All insurance policies, except for the Professional Liability Insurance, secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 14. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the generally accepted professional standard of care, skill, diligence, and professional competency for such work and/or services consistent with industry standards used by members of the Engineer's profession practicing under similar circumstances. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 17. INDEMNIFICATION.

- A.** The Engineer agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.
- B.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- C.** In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D.** Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

ARTICLE 18. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 19. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 20. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Collier County, Florida.

ARTICLE 21. NOTICE. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to Engineer:** Civilgear,, LLC
2950 Tamiami Trail, Suite 202
Naples, FL 34103
Attn: Josh Fruth, President
- B. **If to District:** City Gate Community Development District
707 Orchid Drive, Suite 100
Naples, FL 34102
Attn: District Manager

With a Copy to: Willis & Davidow Attorneys att Law, LLC
9015 Strada Stell Ct., #106
Naples, FL 34109
Attn: Mr. Joseph Davidow, Esq.

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

ARTICLE 22. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Russ Weyer** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services;

2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEERS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 269-1341, RWEYER@REE-1.COM, OR 707 ORCHID DRIVE, SUITE 100, NAPLES, FLORIDA 34102.

ARTICLE 23. No THIRD PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 25. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 26. CONSTRUCTION DEFECTS. Any claims for construction defects are subject to the notice and curwe provisions of Chapter 558, *Florida Statutes*.

ARTICLE 27. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 28. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 29. INDIVIDUAL LIABILITY. Under this Agreement, and pursuant to the requirements of Section 558.0035, Florida Statutes, the requirements of which are expressly incorporated herein, an individual employee or agent of the Engineer may not be held individually liable for negligence.

ARTICLE 30. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 31. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 32. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

ARTICLE 33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 34. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

ARTICLE 35. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

ARTICLE 36. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

ARTICLE 37. SCRUTINIZED COMPANIES STATEMENT. Engineer certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Engineer is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

City Gate Community Development District

Chairperson/ Vice Chairperson
Board of Supervisors

Civilgear, LLC

Witness:

By: _____

Its: _____

EXHIBIT A: Form of Work Authorization
EXHIBIT B: Rate Schedule

Exhibit A
Form of Work Authorization

_____, 2025

City Gate Community Development District
Collier County, Florida

Subject: **Work Authorization Number**
 City Gate Community Development District

Dear Chairperson, Board of Supervisors:

Civilgear, LLC ("Engineer"), is pleased to submit this work authorization to provide engineering services for the City Gate Community Development District (the "District"). We will provide these services pursuant to our current agreement dated February 13, 2025 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to perform those services [INSERT SERVICES TO BE PROVIDED].

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Civilgear, LLC. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

Authorized Representative of
City Gate Community
Development District

Date: February 13, 2025

Exhibit B - Rate Schedule



BILLING RATE SCHEDULE

(Updated 1/01/2025)

GROUP	RATE	GROUP	RATE
<u>ENGINEERING</u>		<u>ADMINISTRATIVE</u>	
PRINCIPAL	\$290	ADMIN	\$80
SR. PROJECT MANAGER	\$250	<u>OUTSIDE EXPENSES</u>	
PROJECT MANAGER II	\$225	SUB-CONSULTANTS	COST + 15%
PROJECT MANAGER I	\$205	DIRECT EXPENSES	COST + 15%
PROJECT ENGINEER III	\$185	Note:	
PROJECT ENGINEER II	\$160	Expert Witness Rate = 2.5 X regular rate.	
PROJECT ENGINEER I	\$135	Non-exempt Overtime Rate = 1.5 X regular rate.	
CAD MANAGER	\$210		
SR. DESIGNER	\$190		
SR. CAD TECHNICIAN	\$155		
CAD TECHNICIAN II	\$135		
CAD TECHNICIAN I	\$115		
GIS MANAGER	\$200		
GIS DESIGNER	\$155		
PERMITTING MANAGER	\$110		
PERMIT COORDINATOR	\$95		
QUALITY MANAGER	\$225		
SR. ENGINEERING INSPECTOR	\$225		
ENGINEERING INSPECTOR	\$125		

Work Authorization

February 13, 2025

City Gate Community Development District
Collier County, Florida

Subject: **Work Authorization Number 1**
City Gate Community Development District

Dear Chairperson, Board of Supervisors:

Civilgear, LLC ("Engineer"), is pleased to submit this work authorization to provide engineering services for the City Gate Community Development District (the "District"). We will provide these services pursuant to our current agreement dated February 13, 2025 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to perform general District Engineering Services.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Civilgear, LLC We look forward to helping you create a quality project.

Sincerely,

Authorized Representative of
City Gate Community
Development District

Date: February 13, 2025

EXHIBIT 7



CARR, RIGGS & INGRAM, L.L.C.

To Management and Those Charged with Governance
of City Gate Community Development District

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CPA Firm", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CPA Firm and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for City Gate Community Development District ("Client", "Entity", "you", or "your") as of and for the year ended September 30, 2024 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CPA Firm. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CPA Firm and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your

acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, each major fund and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States ("GAGAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the Financial Statements in accordance with GAGAS.

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquires of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A and Budgetary Comparison Schedules.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS and GAGAS. We will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and GAGAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of waste and abuse is subjective, GAGAS do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses internal control. Accordingly, we will express no such opinion. However, during the

audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Our audit does not relieve you of your responsibilities.

OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements

These non-audit services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met

- following laws and regulations
- ensuring that management and financial information is reliable and properly reported
- implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements
- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements and all accompanying information in conformity with the Selected Basis, and for compliance with applicable laws and regulations rules, and the provisions of contracts and grant agreements
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor
- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- required written representations from you about compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and GAGAS, at the conclusion of our audit
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole

- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants
- identifying and ensuring that the government complies with applicable contracts, agreements, and grants
- taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report
- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CPA Firm or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time
- establishing and maintaining a process for tracking the status of audit findings and recommendations
- identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies
- providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information

ENGAGEMENT ADMINISTRATION

Lauren Villarreal is the engagement partner and is responsible for supervising the engagement and signing the report(s) or authorizing another individual to sign it (them).

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the Financial Statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CPA Firm personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these

circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

We will also provide a report (that does not include an opinion) on internal control related to the Financial Statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the Financial Statements as required by GAGAS. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with GAGAS in considering the entity's internal control and compliance. The report(s) will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with GAAS and the standards for financial audits contained in GAGAS may not satisfy the relevant legal, regulatory, or contractual requirements.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

We estimate that our fees for these services will be \$5750.

We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

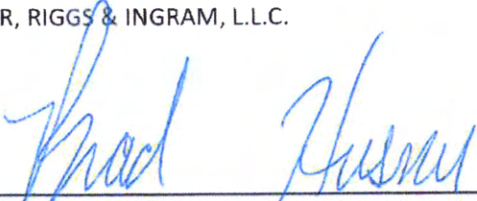
CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,


Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.



Brad Heisner, Chairman

2/3/25



G. Russell Weyer, Assistant Secretary

2/3/25

Authorized Signor on behalf of City Gate Community Development District

EXHIBIT 8



MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

ALTERNATIVE PRACTICE STRUCTURE

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CPA Firm and CRI Advisors, as appropriate.

This Master Services Agreement 2.0 ("MSA"), shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "services").

CLIENT

"Client" (collectively referred to as "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Client(s) on the applicable Engagement Letter. As examples, the Client might include {ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)}:

- For Individual Client(s): you, your spouse (if filing jointly), your dependent children, other dependents, any grantor trusts for which you act as trustee, and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons;
- and
- For Business Client(s) (e.g. for-profit, not-for profit, or governmental entities; fiduciary clients, etc.): the primary business and any subsidiaries or controlled affiliates.

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those individuals and entities made known to us by you and specifically identified and listed under the Client Acknowledgement section of an Engagement Letter. Neither this MSA nor any Engagement Letter will create any client relationship nor any service-related obligation between us and any natural person or entity unknown to us and/or not specifically listed or identified in an Engagement Letter.

AUTHORITY TO BIND

BY EXECUTING AN ENGAGEMENT LETTER THAT REFERENCES AND INCORPORATES THIS MSA, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS MSA. ANY INDIVIDUAL EXECUTING OR ACCEPTING THIS MSA ON BEHALF OF ANY INDIVIDUAL, COMPANY, OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL, ENTITY, AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, WILL PROVIDE UPON REQUEST ANY INFORMATION OR DOCUMENTATION VERIFYING, IN CRI'S SOLE DISCRETION, SUCH AUTHORITY, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO EACH REPRESENTED INDIVIDUAL, ENTITY, OR AFFILIATES. IF THE EXECUTING INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT EXECUTE OR ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

ENGAGEMENT LETTERS

All services to be performed by us must be described in an Engagement Letter executed by the applicable CRI entity and the Client(s). Each Engagement Letter will identify the applicable CRI entity executing the Engagement letter and performing the services; the Engagement letter will also provide details on the nature of the work and any expected deliverable. Our services will be limited to the services specifically described in that Engagement Letter. Our agreement to perform services under any particular Engagement Letter does not obligate us to perform any future services under any additional Engagement Letters.

Engagement Letters are subject to the terms and conditions outlined in this MSA. Upon execution of an Engagement Letter, this MSA is incorporated into each Engagement Letter executed by the parties.

OUR RESPONSIBILITIES

We will perform the services detailed in the Engagement Letter(s) in accordance with applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide applicable services, unless evidenced by a separate Engagement Letter.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Unless otherwise stipulated in the Engagement Letter:

1. we will not perform any procedures designed to:

- a. discover defalcations or other irregularities,
 - b. audit or otherwise verify the information you give us, or
 - c. detect immaterial misstatements or violations of laws or government regulations;
2. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make, retain, or dispose of the investment. Our advice regarding any applicable tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment. However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our services do not relieve you of your responsibilities.

CLIENT RESPONSIBILITIES

Our services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

- assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience;
- evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;
- the selection and application of accounting principles and framework;
- the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;
- making drafts of financial information or financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers);
- timely providing us with:
 1. access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters;
 2. additional information that we may request;
- unrestricted access to persons within the entity from whom we determine it necessary to perform our services;

- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity involving:
 1. management,
 2. employees who have significant roles in internal control, and
 3. others where the fraud could have a material effect on the financial information or financial statements;
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or others;
- identifying and ensuring compliance with applicable laws and regulations;
- the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.
- informing, in writing, the engagement partner (or individual leading the engagement) before entering into any substantive employment discussions with any CPA Firm or CRI Advisor personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

USE OF FOREIGN AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

By executing this MSA, and for so long as it remains in effect, you consent to the use of international service providers, including disclosure of your confidential financial information, if applicable, to our service providers located outside the United States. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We also secure and require confidentiality agreements with these service providers to maintain the confidentiality of your information and take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. We remain responsible for the work provided by any such third-party service providers.

RECORD RETENTION

We retain records in accordance with our record retention policy. We do not keep any of your original records, so we will return those to you upon completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s).

REQUEST FOR DISCLOSURE

As part of the alternative practice structure both CPA Firm and CRI Advisors agree to comply with the AICPA Code of Professional Conduct, as applied to the alternative practice structure, and applicable federal, state and local rule with respect to confidentiality of client information. In the event that we are requested or required to disclose any confidential information by law, a subpoena or order issued by a court of competent jurisdiction, other governmental or regulatory authority, or professional standards

(each, an "Order") or are requested or required to disclose any of the confidential information by a non-governmental third party ("Third-Party Demand"), we shall, where legally permissible and reasonably practicable, give you reasonable notice of the Order or Third-Party Demand so that you may seek a protective order or other appropriate remedy at your sole expense, or waive our compliance with the applicable confidentiality provisions of this MSA. In the event you direct us not to make the disclosure, you agree to defend, reimburse, and hold us harmless from any costs or expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege or otherwise withhold production; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Third-Party Demand.

DATA SECURITY

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this relationship.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network, other collaborative virtual workspaces, or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows the parties hereto to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this MSA or any related Engagement Letter(s), you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of third-party vendors supplying these tools and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records. Therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

DISPUTE RESOLUTION

In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation, or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS MSA, WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION ARISING FROM OR IN ANY WAY RELATED TO THIS MSA (WHICH INCLUDES, FOR CLARIFICATION, ALL RELEVANT AND AFFECTED ENGAGEMENT LETTER(S)), WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS MSA, THE PARTIES AGREE THAT OUR TOTAL CUMULATIVE LIABILITY (INCLUDING OUR EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY US RELATED TO THE RELEVANT SERVICE(S) (AS SPECIFIED IN THE AFFECTED ENGAGEMENT LETTER(S)) DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY US OF THE TERMS OF THIS MSA, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO US, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS WE RETAIN THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH WE ARE LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT(S) AGREE TO DEFEND, INDEMNIFY, AND HOLD CRI HARMLESS AGAINST ALL CLAIMS OF ANY KIND ARISING FROM IMPROPER THIRD-PARTY DISCLOSURE OF CRI REPORTS OR WORK PRODUCT.

GOVERNING LAW AND VENUE

This MSA and any underlying Engagement Letter(s), including but not limited to, any act or omission of CRI pursuant to the MSA and/or any work by CRI shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any claim, civil action, or legal proceeding arising out of, or in any way relating to, this MSA or any underlying Engagement Letter(s), any act or omission of CRI pursuant to the MSA, and/or any other agreement(s) with CRI, must be brought in a state court having jurisdiction in Coffee County, Alabama, Enterprise Division, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including forum non conveniens.

STATUTE OF LIMITATIONS

The parties agree that there shall be a one-year statute of limitation (from the earlier of delivery of the service or termination of the MSA or Engagement Letter(s)) for the filing of any requests for arbitration, lawsuit, or proceeding related to this MSA. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the MSA or Engagement Letter(s), whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

TERMINATION

The MSA shall continue in full force and effect until terminated in accordance with this section. We have the right and sole discretion to terminate and withdraw from this MSA immediately upon written notice to you for any reason including, but not limited to, if you do not provide us with requested information in a timely manner, refuse to cooperate with our reasonable requests, fail to timely pay, or misrepresent any facts. Withdrawal or termination of this MSA constitutes withdrawal and termination from any and all related Engagement Letter(s).

We also have the right and sole discretion to withdraw for any reason from any specific engagement covered by an Engagement Letter immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by that Engagement Letter and will constitute completion of that engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of any termination and withdrawal of this MSA or any Engagement Letter(s).

RELATIONSHIP AND DISCLOSURE BETWEEN AFFILIATES

As indicated, CPA Firm and CRI Advisors operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm provides attest services to its clients. CRI Advisors is not a licensed CPA firm and does not provide audit or attest services. CRI Advisors has a contractual arrangement with CPA Firm whereby CRI Advisors provides CPA Firm with professional and support personnel and other support services to allow CPA Firm to perform its professional services and performs all services in connection with our engagements for which licensure as a CPA firm is not required. From time to time, CRI Advisors may consult with CPA Firm in the provision of services pursuant to this MSA or an underlying Engagement Letter. In order to avoid duplication of efforts arising out of this arrangement, you consent to our sharing among and between CRI Advisors and CPA firm the information that we may obtain from you in the course of an engagement performed or services provided in any and all Engagement Letter(s).

You consent to CRI Advisors and CPA Firm sharing your Client information with one another and their respective subsidiaries and affiliates, in support of the services to be provided under an Engagement Letter. Unless you indicate otherwise, your acceptance of the terms of this MSA shall be understood by us as your consent to make disclosures among and between CPA Firm and CRI Advisors and their respective subsidiaries, affiliates, and employees of confidential information that we may obtain in the course of our engagement.

You consent to the transfer by CPA Firm of all Client files, work papers and work product, for services other than attest services, if any, which includes confidential client information to CRI Advisors. Please let us know immediately if you have any objection to such transfer of your files.

You consent to us using your financial, tax, and personal information to send to you by any medium: firm newsletters, surveys, press releases, invitations to our seminars, information regarding related services from affiliated companies and/or portfolio companies, and any other communication sent to some or all of our clients. You also consent to us sharing your financial, tax, and personal or confidential information with our affiliated companies and/or portfolio companies. This consent is not conditioned upon our providing services to you.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this MSA. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

SEVERABILITY

If any provision of this MSA or any underlying Engagement Letter(s) is found by any court to be void or otherwise unenforceable, the remainder of this MSA and any underlying Engagement Letter(s) will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution.

COUNTERPARTS

This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signatures provided by facsimile or electronically shall be valid and binding. If we do not receive signed client acknowledgement(s)/authorization from you within ninety (90) days from the date hereof and you continue to interact with us related to your engagement(s) in or after that timeframe, then your continued interaction will signify and represent your agreement.

MODIFICATION

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

LATE FEES AND INTEREST

Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any balance that is past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

ENTIRE AGREEMENT

This Agreement, including all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties, including all predecessors of CRI, concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this MSA, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

CRI Advisors, LLC

CRI ADVISORS, LLC

Brad Heisner 1/27/25

Brad Heisner, Chairman

G. Russell Weyer 1/27/25

G. Russell Weyer, Assistant Secretary

Authorized Signer on behalf of City Gate Community Development District

EXHIBIT 9



London, ON | PO Box 39051 | London, ON | N5Y 5L1 | 519 933 7676
Orlando, FL | 1215 Concord St | Orlando, FL | 32803 | 407 274 7758
info@predatorbirdservices.com



City Gate Community Development District

Bird Control Program

01/15/2025

Josh Fruth
President
Civilgear LLC
2950 Tamiami Tr N | STE 202
Naples, FL 34103
C: 239.877.3480
jfruth@civilgearfl.com

Re: Bird Control

Thank you for expressing an interest in our service. We can certainly help prevent your nuisance bird concerns, using the program outlined below. Also included are more specific details about our services including; proposed work plan, company info, potential scheduling and pricing, methodology, and relevant references.

Proposed Work Plan

PBSI proposes to provide bird control for City Gate CCD through the use of a well-planned program that includes the following:

- PBSI uses falconry as the main deterrent on a number of bird control contracts across North America. We breed and house over 100 different raptors (hawks, falcons, and eagles) for this type of work, any of which can perform the work required for City Gate CCD.
- On a regular day on a site such as this, we would fly a combination of 1-3 birds including; male/female Harris' hawks, and medium to large-sized falcons (Peregrine/Gyr falcon hybrids) who's differing skill sets serve to enhance the effect on the nuisance bird population.
- PBSI's Harris' hawks are trained to fly in and out of the site vehicle. The hawks maintain a flight pattern within a few hundred feet of the vehicle. By moving around the site constantly, birds cannot settle on the property. Having the hawk fly from the vehicle forms a fear of the vehicle itself, and nuisance birds regular to

the site will become wise to it. The target bird populations will associate the PBSI vehicle with the predator birds and avoid the area.

- When necessary, and with permission from City Gate CCD, PBSI will potentially use pyrotechnics to help with the program. Typically, this occurs when the weather or site setup is not conducive to safely flying birds of prey. PBSI will use pyro in these circumstances to move the birds away from the landfill or to a safer, more accessible area for the birds of prey. Additionally, the use of pyrotechnics is necessary for the deterrence of vultures as they do not respond as well to birds of prey.
- PBSI is committed to minimizing and eliminating accidents and hazards both on site at our facilities and off-site at our customer's facilities. As such, all employees of PBSI strictly adhere to and comply with our company Health and Safety Regulations, those of our customers and ultimately those as laid out in the Occupational Health and Safety Act.

Schedule and Pricing

Based on our observations, we recommend a 6 day per week program a minimum of 8hrs/day to gain control of your site. This level of pressure will teach the birds that your site is a hostile environment and an unsafe place for them to use and will be the quickest route to providing you with the desired result. Once we have gained control of the site, we expect to be able to reduce this to having one employee on site for 8hr days, with the goal of working a 3-5-day maintenance program in the future.

Depending on how responsive the birds are, there is potential to further reduce the number of hours on site. We regularly assess the program to ensure we apply the correct amount of pressure while minimizing your cost. Furthermore, we monitor the bird traffic at the site on a daily basis and work our shifts accordingly, which may require a fluctuating schedule.

Pricing: Our billing rate is per employee at \$85.00/hour. This amounts to \$680.00 per day and \$4,080.00 per week.

Recommended Schedule and Totals:

First two weeks @ (six days a week) - \$680 x 12 shifts - \$8,160.00

Next six weeks @ (five days a week) - \$680 x 30 shifts - \$20,400.00

Next 24 weeks @ (three days a week) - \$680 x 72 shifts - \$48,960.00

Total: \$77,520.00

PBSI Qualifications

Predator Bird Services Inc. (PBSI) uses specially trained falcons, hawks and eagles to create a hostile environment for unwanted wildlife. Combining our excellent employee training practices with constant innovation, we are able to deliver a very powerful service, which has grown our business to one of the largest in North America. PBSI is committed to personalized and attentive client interaction while effectively solving the wildlife issues of North America's largest airports, landfills, and industrial sites.

Under Commercial Falconry and US Federal Abatement licenses, PBSI has over one-hundred specially trained falcons, hawks and eagles that work with their handlers to remove unwanted pests such as gulls, geese, pigeons, starlings and crows. Depending on the challenge, PBSI may use other methods in conjunction with falconry, such as live trapping, netting, drones, pyrotechnics, and kite/balloon luring. The goal is always to successfully relocate the unwanted birds in the most humane way possible. Our raptors are trained to harass their natural prey, but are not always encouraged to kill. As the largest company of its kind in North America, PBSI is recognized by other pest control companies as the bird abatement specialist, and is regularly sub-contracted to assist with their wildlife problems.

Our experience in both landfills and airports has equipped us with a high level of creativity to implement innovative wildlife management programs. Our programs always serve to reduce the number of nuisance birds causing problems for our clients.

Our approach is to provide a program that integrates many different deterrence techniques to provide the highest level of service attainable. A common mistake within the bird control world is to focus solely on one particular technique. Most of these techniques, such as distress calls or pyrotechnics, are most effective when used as part of an integrated program but can be very inefficient when misused. Such misuse is not uncommon among less careful wildlife

management contractors. Birds are especially easily habituated to the recordings of other distressed birds when no other threat is present.

As wildlife can habituate to non-lethal threats in a short period of time, long-term dispersion techniques are rarely effective unless the target species is exposed to a clear and urgent threat, such as a well-trained raptor. The goal is to keep the animals in doubt, not knowing whether a threat is real or not. Below is a list of methods we use to control wildlife.

1. **Falconry** - We strongly believe one of the most important factors in our bird control program is the use of falconry; specifically, in the strategic deployment of trained, target-matched falconry birds. We have specialized in using this technique and have determined the most efficient ways of using it to deter the gulls within a variety of different settings.

Many wildlife management firms maintain that simply flying raptors, of any species, works as an effective deterrent. However, in our experience, it is only when the target species is *matched* to the raptor that you create the most effective possible active technique.

We also believe that falconry birds need to be *actively hunting* to create the best solution. Many wildlife management firms use lure-bound birds that are responsive but do not create the actual threat necessary for a strong deterrent. All of our birds go through intense training to ensure their responsiveness and hunting skill is maximized. For this reason, we will maintain different species of raptors to combat all the target species that occur at the waste site. To deal with the danger associated with Bald eagles, our birds can be flown on a retractable reel so we have 100% control over this potential threat.

2. **Pyrotechnics** – We use pyrotechnics in a number of different scenarios, provided it is approved as an acceptable form of bird control by our client. The main purpose of pyro is to use it in situations where it is unsafe to fly a bird of prey. This includes but is not limited to: inclement weather (high winds/storms), birds landing in an unsafe area of the landfill, avoiding interruptions to landfill operations, and to move larger species' who are not afraid of raptors (vultures, eagles). Pyrotechnics are also effective to push deterred birds who are circling high in the sky further away from the landfill site.
3. **Trapping** – Over the years PBSI has perfected trapping methods for a variety of species. Trap size, entryway, bait and location are all key factors that vary tremendously and must be considered. Trapping allows for large numbers of birds to be removed at once, making it an extremely effective and time saving method. In addition, it provides a

non-lethal and PR friendly option. With our innovative designs, PBSI has removed thousands of nuisance birds such as starlings, grackles and pigeons from multiple sites.

4. **Drones** – The use of remote-control drones is a highly effective tool that enables us to push away high-flying birds that tend to circle about the landfill site. Due to recent advances in technology, we are capable of flying these tools quite far away from the operator (>1km). This enables us to have 100% control over the situation when we aren't necessarily able to fly a raptor. Drones provide a capability of steering nuisance birds in a particular direction, which isn't always achieved with other control methods. This tool works for all species of birds and is very easy to control by our operators.

All applicable equipment will be supplied by PBSI within the cost of this proposal, this includes; pyrotechnics, raptors, trucks, drones, safety equipment, and communication devices.

Select Facilities Managed

Due to the nature of our service, we always suggest reaching out to some of our current customers to get a first-hand description of how it works from someone in your position.

1. Atascocita Landfill Bird Control Program

- a. Company Name: Waste Management
- b. Location: Humble, Texas
- c. Contact Person and Title: Steven Ramirez, District Manager (510-381-7349, sramir10@wm.com)
- d. Dates of Service: 2014-present
- e. Scope of Work: With its proximity to the Houston airport, Atascocita has an FAA mandated bird control program. Having performed bird abatement in house, WM hired PBSI to takeover these duties in 2020 to improve the program.

PBSI uses a number of different specialized falconry techniques to control this site including; slope soaring/drone pursuing Harris' hawks, direct pursuit hunting Harris' hawks, and high-flying falcons. In particular, the Harris' hawk techniques PBSI uses at this site are rarely used in the abatement field, due to the high level of training required to implement them. The unique nature of this site, topography, and sheer number of gulls requires a unique abatement program to ensure its success. PBSI has been able to drastically reduce the overall number of birds on this site in a very short period of time, suiting the needs of WM.

2. Monarch Hill Landfill Bird Control Program

- a. Company Name: Waste Management
- b. Location: Pompano Beach, Florida
- c. Contact Person and Title: Jeff Roccapriore, District Manager (954-895-1135, jroccapr@wm.com)
- d. Dates of Service: 2014-present
- e. Scope of Work: Monarch Hill Landfill faces a large bird problem that includes various species of gulls, crows, eagles and vultures. Monarch Hill is located in a fairly concentrated residential area and receives a lot of feedback from the public.
PBSI was hired in 2014 to provide bird control services for WM at this site. Taking over an ineffective USDA contract, PBSI was able to quickly gain control of this site, effectively reducing the population to less than 500 birds. PBSI works here year-round, though the winter months have much more bird activity. Faced with a relatively large vulture problem, PBSI has used targeted falconry, pyrotechnics and paintball guns to effectively limit the population.

3. Greenlane Landfill Bird Control Program

- a. Company Name: Conestoga-Rovers and Associates
- b. Location: London, Ontario
- c. Contact Person and Title: Kyla Williams, Site Manager (519-436-1130, kyla.williams@ghd.com)
- d. Dates of Service: 2008-present, contracted until 2027
- e. Scope of Work: Faced with thousands of Ring-billed and Herring gulls each day, CRA requires a full-time gull management program to limit damage to their equipment and eliminate health risks to their employees.
PBSI was hired as the prime contractor for the bird control work and traffic control in 2008. PBSI was hired to replace the former bird control firm because our methodology that does not include firearms. Using free-flying raptors and pyrotechnics we have successfully reduced the number of gulls that frequent the landfill on a daily basis over the past 10 years, and have recently extended our contract for the next 10 years. Car-hawking is rarely used on this site. All of the bird control done on this site is through the use of large-sized falcons, with minimal use of pyrotechnics. Given the large size of exposed garbage, pyro is ineffective at this site. Flying the large falcons from a stationary vehicle outside of the landfill operations area, our birds actively chase/hunt gulls away from the site, providing an effective bird control program.

4. Ridge Landfill Bird Control Program

- a. Company Name: BFI Canada
- b. Location: Ridgetown, Ontario
- c. Contact Person and Title: Andrew Cibulka, Operations Manager (226-757-4134, Andrew.cibulka@wasteconnections.ca)
- d. Dates of Service: 2009-present
- e. Description: The Ridge Landfill is the largest in Canada. The landfill required an environmentally friendly way to remove gulls and other avian pests due to a neighboring airport.

PBSI was hired in 2009 to control all avian pests using the landfill site. Since then, using free-flying raptors and minimal pyrotechnics we have provided a successful gull control program over the past 12 years. Since there are several open areas providing multiple food sources for the gulls, using Harris's Hawks and moving around the site at different times of day is most effective. The use of car-hawking is incredibly useful at this site, and the gulls/crows are now terrified by the PBSI truck. It is important to break the routine of the avian pests so we begin work at alternating times during the week. In addition, we have made note of the landfill trucks that dump meat and food from city restaurants to make sure the birds have zero access when dumped. Recently, we have introduced a large-sized falcon to this site to enhance the program and add a new deterrent to feeding avian pests.

5. Halton Region Waste Management Site

- a. Company Name: Halton Region
- b. Location: Milton, Ontario
- c. Contact Person and Title: Art Mercer, Supervisor of Landfill Operations (905-825-6000 ex 8207, art.mercer@halton.ca)
- d. Dates of Service: 2016-present
- e. Description: Halton Waste Management site faces a large bird problem that includes mainly gulls, starlings and vultures. This particular site is located in a fairly concentrated residential area and receives a lot of feedback from the public

PBSI was hired in 2016 to provide bird control and traffic control duties for the Halton Region. This particular job is quite unique because of the added responsibilities required for traffic control. PBSI maintains a high level of bird control service at this site while ensuring the safety and traffic direction of waste

hauling trucks and members of the public using the site. This site has a required bird control program due to its proximity to the nearby Burlington airport.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date written below.



Chairman, City Gate Community
Development District

1/28/25
Date



Vice-President, Predator Bird Services Inc.

01/27/2025
Date

EXHIBIT 10



City Gate CDD

January 2025 Financial Package

January 31, 2025

PFM Group Consulting LLC

3501 Quadrangle Blvd

Suite 270

Orlando, FL 32817-8329

(407) 723-5900



City Gate CDD
Statement of Financial Position
As of 1/31/2025

General Fund

Assets

Current Assets

General Checking Account	\$ 270,007.96
Accounts Receivable - POA	1,678.28
Deposits	50.00
Total Current Assets	<u>\$ 271,736.24</u>

Total Assets

\$ 271,736.24

Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$ 692.25
Total Current Liabilities	<u>\$ 692.25</u>

Total Liabilities

\$ 692.25

Net Assets

Net Assets, Unrestricted	\$ (144,523.04)
Net Assets - General Government	308,255.49
Current Year Net Assets - General Government	107,311.54

Total Net Assets

\$ 271,043.99

Total Liabilities and Net Assets

\$ 271,736.24



City Gate CDD
Statement of Activities
As of 1/31/2025

	General Fund
<u>Revenues</u>	
Off-Roll Assessments	\$ 202,984.91
Total Revenues	<u>\$ 202,984.91</u>
<u>Expenses</u>	
POL Insurance	\$ 2,843.00
Management	5,000.01
District Counsel	595.00
Legal Advertising	2,254.08
Web Site Maintenance	740.00
Dues, Licenses, and Fees	175.00
Electric	1,173.02
General Insurance	3,476.00
Irrigation - Repair	1,145.00
Lake Maintenance	2,076.75
Landscaping Maintenance & Material	45,870.00
Mowing	10,588.00
Sidewalk Cleaning	4,950.00
Streetlights	18,421.05
Total Expenses	<u>\$ 99,306.91</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>	
Interest Income	\$ 3,633.54
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$ 3,633.54</u>
Change In Net Assets	\$ 107,311.54
Net Assets At Beginning Of Year	<u>\$ 163,732.45</u>
Net Assets At End Of Year	<u><u>\$ 271,043.99</u></u>



City Gate CDD
 Budget to Actual
 For the Month Ending 01/31/2025

	Year To Date			FY 2025 Adopted Budget	Percentage Spent
	Actual	Budget	Variance		
Revenues					
Off-Roll Assessments	\$ 202,984.91	\$ 166,156.67	\$ 36,828.24	\$ 498,470.00	40.72%
Carry Forward Cash	5,000.00	5,000.00	-	15,000.00	33.33%
Net Revenues	\$ 207,984.91	\$ 171,156.67	\$ 36,828.24	\$ 513,470.00	40.51%
General & Administrative Expenses					
POL Insurance	\$ 2,843.00	\$ 1,008.33	\$ 1,834.67	\$ 3,025.00	93.98%
Management	5,000.01	6,666.67	(1,666.66)	20,000.00	25.00%
Engineering	-	2,500.00	(2,500.00)	7,500.00	0.00%
District Counsel	595.00	833.33	(238.33)	2,500.00	23.80%
Audit	-	2,066.67	(2,066.67)	6,200.00	0.00%
Postage & Shipping	-	16.67	(16.67)	50.00	0.00%
Copies	-	133.33	(133.33)	400.00	0.00%
Legal Advertising	2,254.08	500.00	1,754.08	1,500.00	150.27%
Miscellaneous	-	66.67	(66.67)	200.00	0.00%
Web Site Maintenance	740.00	840.00	(100.00)	2,520.00	29.37%
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00	100.00%
Reserves	-	3,333.33	(3,333.33)	10,000.00	0.00%
Electric	1,173.02	1,333.33	(160.31)	4,000.00	29.33%
General Insurance	3,476.00	1,233.33	2,242.67	3,700.00	93.95%
Irrigation - Repair	1,145.00	2,666.67	(1,521.67)	8,000.00	14.31%
Lake Maintenance	2,076.75	3,000.00	(923.25)	9,000.00	23.08%
Landscaping Maintenance & Material	45,870.00	27,833.33	18,036.67	83,500.00	54.93%
Lawn Mowing	10,588.00	31,000.00	(20,412.00)	93,000.00	11.38%
Wayfinding Signage	-	18,333.33	(18,333.33)	55,000.00	0.00%
Contingency	-	3,333.33	(3,333.33)	10,000.00	0.00%
Upgrade Lake Landscaping Maintenance	-	40,000.00	(40,000.00)	120,000.00	0.00%
Sidewalk Cleaning	4,950.00	1,900.00	3,050.00	5,700.00	86.84%
Streetlights	18,421.05	20,833.33	(2,412.28)	62,500.00	29.47%
Road Repair	-	1,666.67	(1,666.67)	5,000.00	0.00%
Total General & Administrative Expenses	\$ 99,306.91	\$ 171,156.67	\$ (71,849.76)	\$ 513,470.00	19.34%
Total Expenses	\$ 99,306.91	\$ 171,156.67	\$ (71,849.76)	\$ 513,470.00	
Net Income (Loss)	\$ 108,678.00	\$ -	\$ 108,678.00	\$ -	
Other Income (Expense)					
Interest Income	\$ 3,633.54	\$ -	\$ 3,633.54	\$ -	
Total Other Income (Expense)	\$ 3,633.54	\$ -	\$ 3,633.54	\$ -	
Net Income (Loss)	\$ 112,311.54	\$ -	\$ 112,311.54	\$ -	