Board of Supervisors

Thursday, October 1, 2026 - 3:00 PM
Gateway Services CDD Offices - Meeting Room, located at 13240 Griffin Drive, Fort Myers, FL 33913

Agenda amended: 9/28/2026
Click on the below link to listen to the meeting:
https://www.youtube.com/@GSCDD/streams

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF FINAL AGENDA**
5. **LOCAL ACHIEVEMENTS AND RECOGNITIONS**
   - **A.** Gateway Student Recognition - Samie Africain, Brynn Gurney, Emma Gurney, and Walden Orima
6. **PUBLIC COMMENT**
7. **ADVISORY COMMITTEES ITEMS AND REPORTS**
   - **A.** FY 2027 Parks & Recreation Capital Improvement Priorities
8. **APPROVAL OF MINUTES**
   - **A.** September 3, 2026 Board of Supervisor's Workshop and Meeting Minutes
9. **CONSENT AGENDA ITEMS**
   - **A.** Resolution 2027-01 - Acceptance of Sub-Recipient Grant with Florida Division of Emergency Management for Generators
   - **B.** Resolution 2027-03 License Agreement with LCSO for an Outreach Center
10. **DISTRICT ENGINEER**
11. **ADMINISTRATIVE AGENDA ITEMS**
    - **A.** Second Supplemental Engineers Report - Series 2026 Project
    - **B.** Second Supplemental Assessment Methodology - Series 2026 Bonds - Gateway Assessment Area
    - **C.** Resolution 2027-02 - Authorizing The Issuance Of Not Exceeding $7,540,000 Aggregate Principal Amount Of Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area) Awarding The Sale Of The Bonds Through A Private Placement To First Horizon Te1, LLC, A Delaware Limited Liability Company And Subsidiary Of First Horizon Bank; Appointing A Trustee For The Bonds; Approving The Form Of And Authorizing The Execution And Delivery Of A Third Supplemental Trust Indenture; Authorizing The Form Of And Authorizing The Execution And Delivery Of A Loan Agreement; Approving The Application Of Bond Proceeds; Authorizing Certain Modifications To The Assessment Methodology Report And

The Engineerâ€™s Report; Authorizing The Proper Officials To Take All Actions Necessary In Connection With The Issuance And Delivery Of The Bonds; And Providing For Severability, Conflicts, An Effective Date And Other Matters.

D. Discussion concerning amendments to Chapter VII Parking & Towing Rules and Parking Fee Schedule on the District parking facilities and other District property the Parking Rules

E. Resolution 2027-04 - Policies and Procedures for Board and Committee Members

12. DISTRICT MANAGER ITEMS

A. FPL's Orange River Puma Project Update

B. LCU Proposed 16% Rate Increase

13. DISTRICT ATTORNEY ITEMS

14. FUTURE BOARD BUSINESS

Next scheduled meeting: October 15, 2026

A. Agenda Management

15. SUPERVISOR COMMENTS AND REPORTS

16. ADJOURNMENT

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 5.A**

Gateway Student Recognition - Samie Africain, Brynn Gurney, Emma Gurney, and Walden Orima

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Board of Supervisors to recognize the students of the month, for the Elementarys and the High Schools, and award with a certificate.

Why the action is necessary:

This is a great way to connect the community with the four Gateway Schools.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
LOCAL ACHIEVEMENTS AND RECOGNITIONS	Administrative Agenda Items	Georgia Johnson

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5. **Background**:

Ms. Amber Jensen, Head of Charter Schools, contacted Gateway to consider partnering to recognize two students from each of the four Gateway schools for academics and good character at our Board meetings.

Attachments:

None.

Financial Impact:

None.

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 7.A**

FY 2027 Parks & Recreation Capital Improvement Priorities

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Review and approve the FY 2027 Parks & Recreation Capital Improvement Prioritized Recommendations of Linear Park Improvements, Mobile LED Sign and Commons Park Fitness Stations and direct the Parks and Recreation Advisory Committee to proceed with the implementation.

Why the action is necessary:

Approval of this action is necessary to establish FY 2027 Parks & Recreation capital improvement priorities and identify the anticipated funding necessary to advance each project. Provide staff with direction regarding budgeting, planning, permitting, design, procurement, and construction activities required to implement the Board's desired improvements.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADVISORY COMMITTEES ITEMS AND REPORTS	Consent Agenda Items	Kerry Runyon

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5. **Background**:

During the February 2026 joint workshop between the Board of Supervisors (BOS) and the Parks & Recreation Advisory Committee (PRAC), the Board directed PRAC to evaluate and prioritize Parks & Recreation capital improvement projects for consideration during the FY 2027 budget process.

Over the course of several meetings, workshops, and discussions, PRAC reviewed a variety of park and recreation enhancement opportunities and focused on projects that would provide broad community benefit while complementing existing and planned recreational amenities. These recommendations were presented to the Board of Supervisors on June 18, 2026, at which time the Board provided additional direction regarding project priorities, implementation strategies, and development considerations.

Following further review, Parks and Recreation Advisory Committee (PRAC) met on September 1, 2026, and re-evaluated the proposed projects, identifying associated costs and establishing the following priority order for inclusion in the 2027 FY Capital Improvement Program (CIP):

1. **Linear Park/Commons Park Trailhead Signage**
2. **LED Mobility Signage**
3. **Fitness Stations**

These improvements are intended to enhance park connectivity, improve wayfinding and

pedestrian access, promote healthy and active lifestyles, and increase the overall recreational value of the community's park system.

Approval of these recommendations will allow staff to proceed with project planning and implementation activities consistent with the established priorities and available funding within the FY 2027 Capital Improvement Program.

Attachments:
1. Priority_1-_Draft_Design_park_signage.pdf
2. P2-_Mobile_Led_Signage.pdf
3. Priority_3-_Fitness_Stations-_Quotes.pdf

Financial Impact:
Not to exceed the $200,000 funding approved in the 2026 Bonds. Estimated costs include: Wayfinding/Facility Signage: Up to $20,000; LED Electronic Signage: $80,000+; Outdoor Fitness Stations: Up to $51,000, excluding permits. Actual costs will be dependent on the final design, quantity, location, and implementation requirements approved.

6. **Alternative Action**:
Modify the project priorities, remove specific projects from consideration, defer implementation, or provide alternative direction to staff.

7. **Staff Recommendations**:
Staff recommends approval of the FY 2027 Parks & Recreation Capital Improvement NEW Prioritized Recommendations and authorization for staff to proceed along with PRAC with the necessary implementation activities associated with the approved projects.

1. **Linear Park Improvements**
- Install trailhead signage and signage at two additional entrances to Linear Park.
2. **Mobile LED Sign**
- Purchase and deploy a mobile LED sign for park, recreation, and community event messaging.
3. **Commons Park Fitness Stations**
- Install fitness stations within Commons Park following completion and opening of the park.


GATEWAY
YOUR LOGO/NAME
LINEAR PARK
GATEWAY
SERVICES CDD


Commons Park
0.5 m
Commons Park
0.5 m


The Florida Gator
The Florida alligator is a native reptile commonly found in freshwater ponds, lakes, marshes, and canals throughout the state. As adults, alligators can range from 6–13 feet in length, though most are smaller. They play an important role in maintaining healthy wetland ecosystems by helping control prey populations and creating habitats for other wildlife.
Alligator mating season typically occurs from April through June, when temperatures begin to warm. During this time, male alligators may become more active and can often be heard making deep bellowing calls to attract females and establish territory. Increased movement between water bodies during this period is normal behavior.
Although seeing an alligator may be surprising, alligators are generally not a threat to humans when left undisturbed. They naturally avoid people and prefer to remain in the water or along quiet shorelines. The best way to coexist safely with these native animals is to keep a respectful distance, never feed wildlife, and keep pets away from the water's edge.
In an emergency call 9-1-1.
Your are located: Marker 5,
Linear Park, Gateway
Scan QR code to report issues.
GATEWAY
SERVICES CDD


YOUR NAME/LOGO
Linear Park
Recreation Trail
2 m trail
Lakeland Circle
Legend
Restroom
Mile Marker
Informative Sign
Trail
Roadway
Soccer Complex
Linear Park
Pickleball Complex
Trailhead
In an emergency call 9-1-1.
Your are located: Marker 5,
Linear Park, Gateway
GATEWAY
SERVICES CDD
Scan QR code to
report issues.


MILE MARKER
01
GSCDD
LINEAR PARK
GATEWAY
SERVICES CDD
MILE MARKER
01
GSCDD
LINEAR PARK
GATEWAY


MILE 1
FUELING YOUR WORKOUT

From: Kyle Coffman <kyle.coffman@musco.com>
Sent: Saturday, 20 June 2026 11:11:14
To: Randy Paniagua <randy.paniagua@gatewaydistrict.org>
Cc: Sydney Caswell <sydney.caswell@musco.com>
Subject: [EXTERNAL] Gateway Services X Musco - Mobile LED Screens

Randy,

I hope it was a great week! We are grateful for the opportunity to serve you, your team, and the Gateway community with your Mobile LED solutions. I believe the Musco MAX units will provide you with the platform to increase connectivity/engagement with current programming and give you a platform for new offerings in the future.

Attached are the quotes for the MAX 127, MAX 169 & MAX 1710. The units include LED, full production box, audio, ability to connect to shore power, generator, delivery & training.

MAX 127 Video: https://youtu.be/uto3ixeQT6Q?si=icl-7e1HTvBRl2nD

MAX 169 Video: https://youtu.be/yr_1Tc0l0i0?si=6Pjiv5eiNmOzF2Vl

MAX 1710 Video: https://youtu.be/_BaVH6V8sGg?si=pR5RivKSyqtygKlC

Warranty
- 5 years on Trailer
- 10 years on LED (Parts & Labor)

Lead Time
- 30-45 Days

As we discussed, the Villages purchased their unit through TIPS. There would be a discount included if you procured through that platform. Let me know what cooperatives you are apart of and I will get with our team.

We look forward to supporting you as you work through the process. Reach out if any questions come up.

Take Care!
-Kyle

Kyle Coffman
Musco - Video Board Division
Key Account Representative
7901 SW 22nd St, Des Moines, IA 50321
M: 512-299-4825

QUOTE

Musco Sports Lighting
7901 SW 22nd St
Des Moines IA 50321
United States

BALANCE DUE: $79,819.55

Gateway Services CDD

Gateway Services CDD
11922 Fairway Lakes Dr. Suite 1
Fort Myers FL 33913
United States

Estimate #:	EST3840
Date:	6/20/2026
Memo:	MAX 127 Quote
Terms:	Net 45

SHIPPING ADDRESS

Gateway Services CDD
11922 Fairway Lakes Dr. Suite 1
Fort Myers FL 33913
United States

#	ITEM & DESCRIPTION	AMOUNT
1	Max Mod Platform Trailer	$21,500.00 1.00 Pc x $21,500.00
2	Max Mod 127 Screen frame	$6,500.00 1.00 Pc x $6,500.00
3	MAX127 LED Assembly (3.91mm) IP67 rated Includes 11-year parts, 5-year labor warranty 3.91mm LED panels: 500x1000mm Screen Resolution: 896px x 512px (7W x 2T) Brightness: 7,500 NITS Operating life: 100,000 hours Spare parts including: modules, hubpacks, and data/power jumpers	$26,600.00 1.00 Pc x $26,600.00
4	MAX127 Production Box with Audio IP65 rated enclosure with exhaust fan: 18"x28"x30x Novastar VX400 Video Processor 2u Storage Drawer Furman M-8LX Merit X Series 8 Outlet power conditioner 1u Laptop Drawer Dell Inspiron 14 5000 Laptop Rolls Mixer Dynacord L3600 Amplifier	$8,500.00 1.00 Pc x $8,500.00
5	Max127 LRC Speaker Assembly	$4,000.00 1.00 Pc x $4,000.00
6	MAX127 - Generator Assembly MAX127 Generator Package Powerhorse 10500i gas generator with enclosure	$4,500.00 1.00 Pc x $4,500.00
7	Freight Mileage - Des Moines, IA to Fort Meyers, FL 1,481 miles	$8,219.55 1,481.00 Pc x $5.55

Musco Sports Lighting
7901 SW 22nd St
Des Moines IA 50321
United States

Thanks for your business.

Sales Tax will be applied at time of Invoice.

Subtotal	$79,819.55
Discount Total	
Total	**$79,819.55**

Terms and Conditions

1. DESCRIPTION OF AGREEMENT. Musco shall outline the sale of product(s) listed in attachment labelled (Final Invoice) and its deliverables to the Customer listed above with the equipment.

2. PAYMENT. Upon acceptance of signed Purchase Agreement, Musco will provide a deposit invoice requiring a Net 45 based on the total purchase price of the order. A final invoice for the remaining balance will be due upon receipt of the product. Any government purchase order or pre-existing agreement in regard to payment terms will supersede Musco, LLC's generic payment terms.

3. TERM. The term of this Agreement commences on the Effective Date and ends at the final term, which is under warranty offering, pursuant to this Agreement (the "Term").

4. OWNERSHIP. Customer shall keep all information confidential including, but not limited to patents, trademarks, trade names, logos, corporate names, domain names, copyrights, trade secrets, and other intellectual property rights (collectively, the "Intellectual Property Rights") therein.

5. WARRANTIES. Musco (Seller) shall provide an agreed upon warranty to include parts and labor. The details and cost of this warranty will be outlined on the Final Invoice and provided in the "owners" manual which will accompany each product.

6. FORCE MAJEURE.
a) Definition. For purposes of this Section, the term "Force Majeure" shall mean: (i) an act of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, terrorist threats or acts, or riots; (iv) government action, order, or law; (v) national or regional emergency; or (vi) for outdoor events, weather-related events, including, but not limited to, rain, lightning, hail, high wind, or snow.
b) In the event of a "Force Majeure", Musco is NOT liable or responsible.

7. DEFAULT and REMEDIES.

- a) Events of Default. The following are "Events of Default":
    1. Customer's failure to pay the Balance upon delivery OR Musco's failure to deliver the product in accordance with the agreement outlined in the "Final Invoice.
    2. A party makes a general assignment for the benefit of creditors or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- b) Musco Default. Upon an Event of Default by Musco, Customer may (i) terminate this Agreement upon written notice to Musco; and/or (ii) exercise any other available remedies at law or in equity.
- c) Customer Default. Upon an Event of Default by Customer, Musco may terminate the Agreement immediately upon written notice to Customer and retain the Deposit as liquidated damages. The parties intend that these liquidated damages constitute compensation, and not a penalty. The parties acknowledge and agree that Musco's harm caused by Customer's Event of Default would be impossible or very difficult to accurately estimate as of the Effective Date, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from Customer's Event of Default.

8. INDEMNIFICATION.

- a) Indemnification by Customer. Customer shall indemnify and hold Musco and its officers, directors, employees, and agents harmless from and against any and all liabilities, costs, expenses, damages, claims, suits, actions, demands, and losses, without limitation, court costs and reasonable attorneys' fees (collectively, the "Liabilities") arising out of or resulting from any third party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from:
    1. bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Customer or its officers, directors, employees, or agents; and
- b) Indemnification by Musco. Musco shall indemnify and hold Customer and its officers, directors, employees, and agents harmless from and against all Liabilities arising out of or resulting from any third-party Action arising out of or resulting from bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Musco or its officers, directors, employees, or agents.

9. ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration in Des Moines, Iowa under the Iowa Arbitration Act, Chapter 679A of the Iowa Code. If the parties are unable to agree upon an arbitrator within thirty (30) days of written notice from a party requesting arbitration, the arbitrator will be appointed by the Iowa District Court for Polk County. The arbitrator's award will be final, and judgment may be entered in the Iowa District Court for Polk County. The prevailing party shall be entitled to recover its expenses of arbitration, including reasonable attorney's fees.

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

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

12. AMENDMENT. This Agreement may only be modified or amended by an agreement in writing signed by both parties.

13. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Iowa without giving effect to any conflict or choice of law provision or rule (whether of the State of Iowa or any other jurisdiction).

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

15. WAIVER. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. ASSIGNMENT. Musco may assign or transfer this Agreement without the prior written consent of Customer. Customer may not assign or transfer this Agreement.

QUOTE

Musco Sports Lighting
7901 SW 22nd St
Des Moines IA 50321
United States

BALANCE DUE: $120,719.55

Gateway Services CDD

Gateway Services CDD
11922 Fairway Lakes Dr. Suite 1
Fort Myers FL 33913
United States

Estimate #:	EST3841
Date:	6/20/2026
Memo:	MAX 169 Quote
Terms:	Net 45

SHIPPING ADDRESS

Gateway Services CDD
11922 Fairway Lakes Dr. Suite 1
Fort Myers FL 33913
United States

#	ITEM & DESCRIPTION	AMOUNT
1	MAX169 Trailer Frame MAX169 Trailer Frame 16' x 9' LED trailer frame (LED frame included)	$42,500.00 1.00 Pc x $42,500.00
2	MAX169 LED Assembly (5.7mm) IP67 rated Includes 11-year parts, 5-year labor warranty 5.7mm LED panels: 960x960mm Screen Resolution: 840px x 504px (5W x 3T) Brightness: 7,500 NITS Operating life: 100,000 hours Spare parts including: modules, hubs, and data/power jumpers	$33,000.00 1.00 Pc x $33,000.00
3	MAX169 Production Box with Audio IP65 rated enclosure with exhaust fan: 30" x 30" x 34" Novastar VX600 Video Processor 2U storage drawer (2) Furman M-8Lx Merit X Series 8 outlet power conditioner 4x1 with audio extractor HDMI switch Patch panel – Includes 2-HDMI inputs, 1-SDI input, 1-SDI output Dell Inspiron 14 5000 laptop Dynacord L3600 Amplifier Rolls RM169 Professional 6-Channel Bluetooth Audio Mixer	$9,000.00 1.00 Pc x $9,000.00
4	Max169 LRC Speaker Assembly	$7,000.00 1.00 Pc x $7,000.00
5	MAX169 - Generator Assembly MAX169 Generator Package PowerTech Pti-12SI diesel generator + 30 gal fuel tank	$21,000.00 1.00 Pc x $21,000.00
6	Freight Mileage - Des Moines, IA to Fort Meyers, FL 1,481 miles	$8,219.55 1,481.00 Pc x $5.55

Musco Sports Lighting
7901 SW 22nd St
Des Moines IA 50321
United States

Thanks for your business.

Sales Tax will be applied at time of Invoice.

Subtotal	$120,719.55
Discount Total	
Total	**$120,719.55**

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4. OWNERSHIP. Customer shall keep all information confidential including, but not limited to patents, trademarks, trade names, logos, corporate names, domain names, copyrights, trade secrets, and other intellectual property rights (collectively, the "Intellectual Property Rights") therein.

5. WARRANTIES. Musco (Seller) shall provide an agreed upon warranty to include parts and labor. The details and cost of this warranty will be outlined on the Final Invoice and provided in the "owners" manual which will accompany each product.

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a) Definition. For purposes of this Section, the term "Force Majeure" shall mean: (i) an act of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, terrorist threats or acts, or riots; (iv) government action, order, or law; (v) national or regional emergency; or (vi) for outdoor events, weather-related events, including, but not limited to, rain, lightning, hail, high wind, or snow.
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- b) Musco Default. Upon an Event of Default by Musco, Customer may (i) terminate this Agreement upon written notice to Musco; and/or (ii) exercise any other available remedies at law or in equity.
- c) Customer Default. Upon an Event of Default by Customer, Musco may terminate the Agreement immediately upon written notice to Customer and retain the Deposit as liquidated damages. The parties intend that these liquidated damages constitute compensation, and not a penalty. The parties acknowledge and agree that Musco's harm caused by Customer's Event of Default would be impossible or very difficult to accurately estimate as of the Effective Date, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from Customer's Event of Default.

8. INDEMNIFICATION.

- a) Indemnification by Customer. Customer shall indemnify and hold Musco and its officers, directors, employees, and agents harmless from and against any and all liabilities, costs, expenses, damages, claims, suits, actions, demands, and losses, without limitation, court costs and reasonable attorneys' fees (collectively, the "Liabilities") arising out of or resulting from any third party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from:
    1. bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Customer or its officers, directors, employees, or agents; and
- b) Indemnification by Musco. Musco shall indemnify and hold Customer and its officers, directors, employees, and agents harmless from and against all Liabilities arising out of or resulting from any third-party Action arising out of or resulting from bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Musco or its officers, directors, employees, or agents.

9. ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration in Des Moines, Iowa under the Iowa Arbitration Act, Chapter 679A of the Iowa Code. If the parties are unable to agree upon an arbitrator within thirty (30) days of written notice from a party requesting arbitration, the arbitrator will be appointed by the Iowa District Court for Polk County. The arbitrator's award will be final, and judgment may be entered in the Iowa District Court for Polk County. The prevailing party shall be entitled to recover its expenses of arbitration, including reasonable attorney's fees.

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

Musco Sports Lighting
7901 SW 22nd St
Des Moines IA 50321
United States

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

12. AMENDMENT. This Agreement may only be modified or amended by an agreement in writing signed by both parties.

13. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Iowa without giving effect to any conflict or choice of law provision or rule (whether of the State of Iowa or any other jurisdiction).

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15. WAIVER. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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QUOTE

Musco Sports Lighting
7901 SW 22nd St
Des Moines IA 50321
United States

BALANCE DUE: $167,219.55

Gateway Services CDD

Gateway Services CDD
11922 Fairway Lakes Dr. Suite 1
Fort Myers FL 33913
United States

Estimate #:	EST3842
Date:	6/20/2026
Memo:	MAX 1710 Quote
Terms:	Net 45

SHIPPING ADDRESS

Gateway Services CDD
11922 Fairway Lakes Dr. Suite 1
Fort Myers FL 33913
United States

#	ITEM & DESCRIPTION	AMOUNT
1	MAX1710 Trailer Frame MAX1710 Trailer Frame 17' x 10' LED trailer frame (LED frame included)	$65,000.00 1.00 Pc x $65,000.00
2	MAX1710 LED Assembly (3.91mm) IP67 rated Includes 11-year parts, 5-year labor warranty 3.91mm LED panels: 500x1000mm Screen Resolution: 1,280px x 768px (10W x 3T) Brightness: 7,500 NITS Operating life: 100,000 hours Spare parts including: modules, hubpacks, and data/power jumpers	$57,000.00 1.00 Pc x $57,000.00
3	MAX1710 Production Box with Audio IP65 rated enclosure with exhaust fan: 30" x 30" x 34" Novastar VX600 Video Processor 2U storage drawer (2) Furman M-8Lx Merit X Series 8 outlet power conditioner 4x1 with audio extractor HDMI switch Patch panel – Includes 2-HDMI inputs, 1-SDI input, 1-SDI output Dell Inspiron 14 5000 laptop Dynacord L3600 Amplifier Rolls RM169 Professional 6-Channel Bluetooth Audio Mixer	$9,000.00 1.00 Pc x $9,000.00
4	Max1710 LRC Speaker Assembly	$7,000.00 1.00 Pc x $7,000.00
5	MAX1710 - Generator Assembly MAX1710 Generator Package PowerTech Pti-12SI diesel generator + 30 gal fuel tank	$21,000.00 1.00 Pc x $21,000.00
6	Freight Mileage - Des Moines, IA to Fort Meyers, FL 1,481 miles	$8,219.55 1,481.00 Pc x $5.55

Musco Sports Lighting
7901 SW 22nd St
Des Moines IA 50321
United States

Thanks for your business.

Sales Tax will be applied at time of Invoice.

Subtotal	$167,219.55
Discount Total	
Total	**$167,219.55**

Terms and Conditions

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3. TERM. The term of this Agreement commences on the Effective Date and ends at the final term, which is under warranty offering, pursuant to this Agreement (the "Term").

4. OWNERSHIP. Customer shall keep all information confidential including, but not limited to patents, trademarks, trade names, logos, corporate names, domain names, copyrights, trade secrets, and other intellectual property rights (collectively, the "Intellectual Property Rights") therein.

5. WARRANTIES. Musco (Seller) shall provide an agreed upon warranty to include parts and labor. The details and cost of this warranty will be outlined on the Final Invoice and provided in the "owners" manual which will accompany each product.

6. FORCE MAJEURE.
a) Definition. For purposes of this Section, the term "Force Majeure" shall mean: (i) an act of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, terrorist threats or acts, or riots; (iv) government action, order, or law; (v) national or regional emergency; or (vi) for outdoor events, weather-related events, including, but not limited to, rain, lightning, hail, high wind, or snow.
b) In the event of a "Force Majeure", Musco is NOT liable or responsible.

7. DEFAULT and REMEDIES.

- a) Events of Default. The following are "Events of Default":
    1. Customer's failure to pay the Balance upon delivery OR Musco's failure to deliver the product in accordance with the agreement outlined in the "Final Invoice.
    2. A party makes a general assignment for the benefit of creditors or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- b) Musco Default. Upon an Event of Default by Musco, Customer may (i) terminate this Agreement upon written notice to Musco; and/or (ii) exercise any other available remedies at law or in equity.
- c) Customer Default. Upon an Event of Default by Customer, Musco may terminate the Agreement immediately upon written notice to Customer and retain the Deposit as liquidated damages. The parties intend that these liquidated damages constitute compensation, and not a penalty. The parties acknowledge and agree that Musco's harm caused by Customer's Event of Default would be impossible or very difficult to accurately estimate as of the Effective Date, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from Customer's Event of Default.

8. INDEMNIFICATION.

- a) Indemnification by Customer. Customer shall indemnify and hold Musco and its officers, directors, employees, and agents harmless from and against any and all liabilities, costs, expenses, damages, claims, suits, actions, demands, and losses, without limitation, court costs and reasonable attorneys' fees (collectively, the "Liabilities") arising out of or resulting from any third party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from:
    1. bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Customer or its officers, directors, employees, or agents; and
- b) Indemnification by Musco. Musco shall indemnify and hold Customer and its officers, directors, employees, and agents harmless from and against all Liabilities arising out of or resulting from any third-party Action arising out of or resulting from bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Musco or its officers, directors, employees, or agents.

9. ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration in Des Moines, Iowa under the Iowa Arbitration Act, Chapter 679A of the Iowa Code. If the parties are unable to agree upon an arbitrator within thirty (30) days of written notice from a party requesting arbitration, the arbitrator will be appointed by the Iowa District Court for Polk County. The arbitrator's award will be final, and judgment may be entered in the Iowa District Court for Polk County. The prevailing party shall be entitled to recover its expenses of arbitration, including reasonable attorney's fees.

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

Musco Sports Lighting
7901 SW 22nd St
Des Moines IA 50321
United States

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

12. AMENDMENT. This Agreement may only be modified or amended by an agreement in writing signed by both parties.

13. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Iowa without giving effect to any conflict or choice of law provision or rule (whether of the State of Iowa or any other jurisdiction).

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

15. WAIVER. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. ASSIGNMENT. Musco may assign or transfer this Agreement without the prior written consent of Customer. Customer may not assign or transfer this Agreement.

May 20, 2026

Kerry Runyon
Gateway Services Community Development District
11922 Fairway Lakes Dr
Fort Myers, FL 33913-8384

Dear Kerry Runyon:

Florida Recreational Products LLC is delighted to provide Gateway Services Community Development District with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Florida Recreational Products LLC is confident that this proposal will satisfy Gateway Services Community Development District's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with Gateway Services Community Development District. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

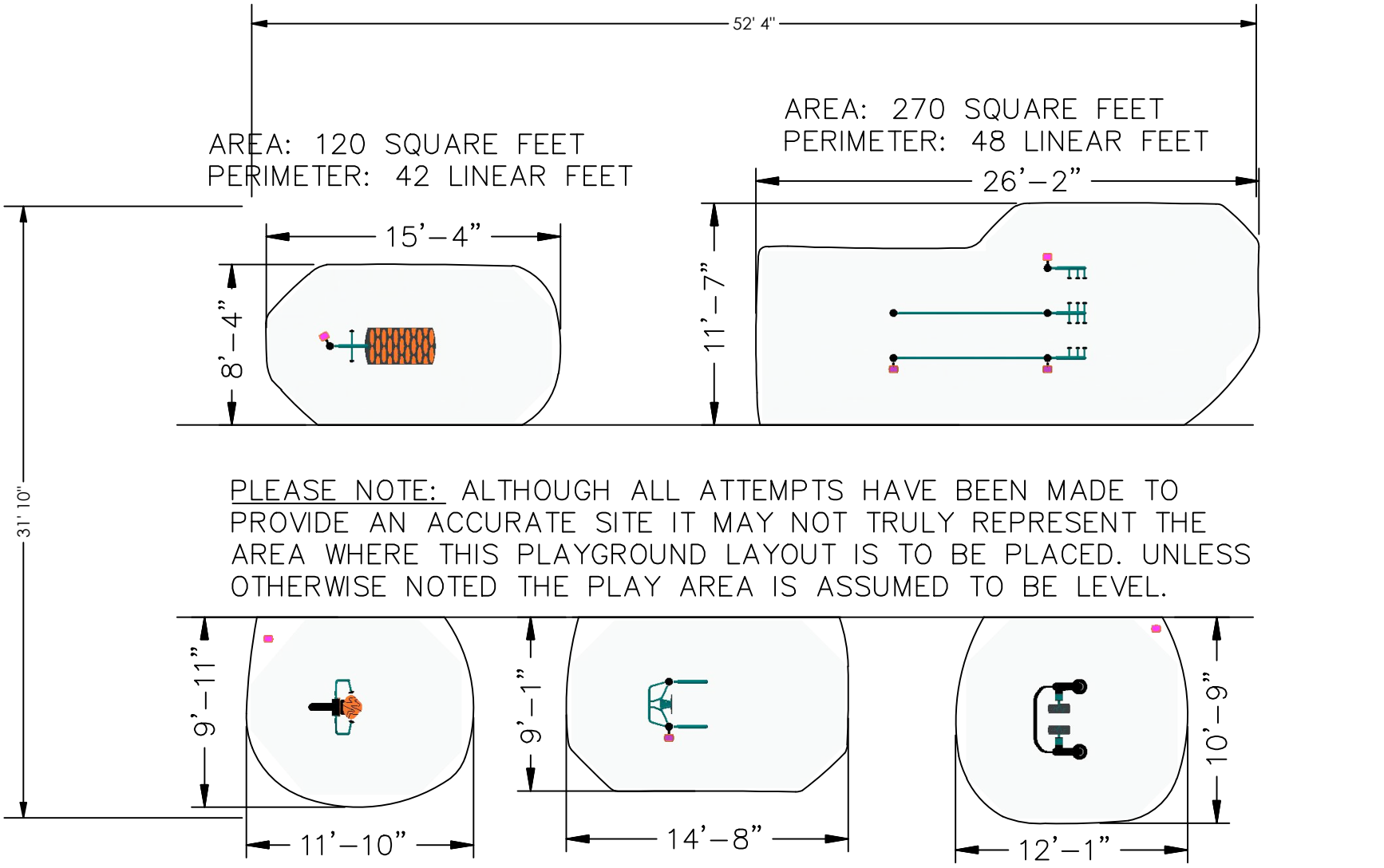
Carrie Perk
Sales Representative

Florida Recreational Products LLC
2310 S HWY 77-Suite 110
Lynn Haven, FL 32444www.bciburke.com

Phone: 850-890-5783
Fax: -
Email: carrie@flrecpro.com

Proposal 170-218266-1 totals $40,800 and includes playground equipment, freight, and installation. Surfacing is not included.

Proposal 170-217960-1-1 totals $51,400 and includes playground equipment, freight, and installation. Surfacing is not included



SERIES LINE: Fitness | Nucleus

GROUP: Fitness

DESIGNED FOR AGES: 13+

Gateway Services CDD Fitness Trail

Fort Myers, FL 33913-8384

Burke
PLAY THAT MOVES YOU.

05/28/2026

Florida Recreational Products LLC

170-218266-1

Designer: John T. Uelmen

SITE PLAN VIEW

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

OVERALL BOUNDING OF USE ZONES
Area:1663.9 sq.ft.
Perimeter:168.2 ft.
STRUCTURE SIZE:31' 10"x52' 4"
POST SIZE(S):5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
5	0 / 0	0 / 0	0 / 0	5 / 0	1 / 0

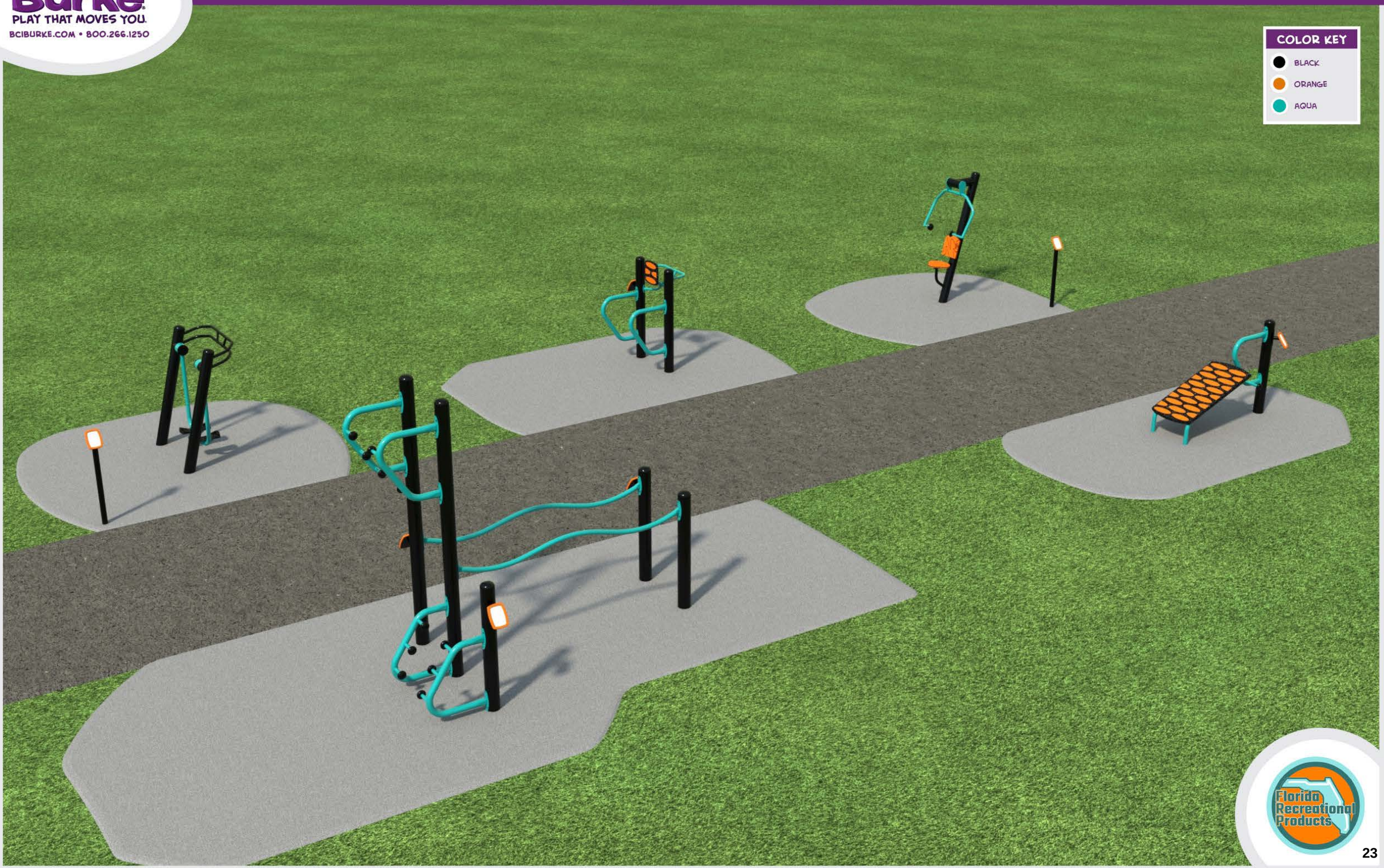
The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

GATEWAY SERVICES CDD FITNESS TRAIL

PROPOSAL #: 170-218266-1



Florida Recreational Products

3D Designer: Kendra

Burke
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BCIBURKE.COM • 800.266.1250

GATEWAY SERVICES CDD FITNESS TRAIL

PROPOSAL #: 170-218266-1



Florida Recreational Products

3D Designer: Kendra

PROPOSAL #: 170-218266-1

GATEWAY SERVICES CDD FITNESS TRAIL

Burke
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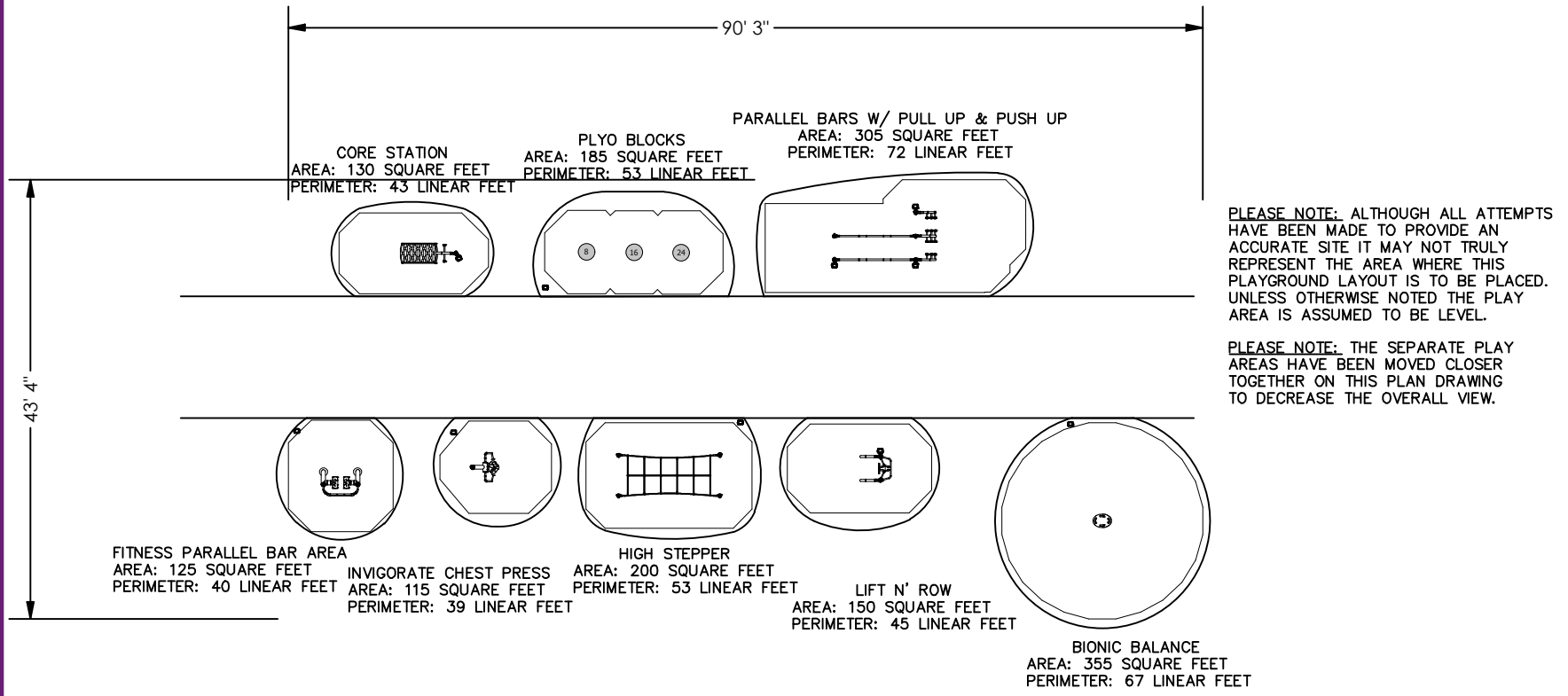
Florida Recreational Products

3D Designer: Kendra

SERIES LINE: Fitness | Nucleus

GROUP: Fit-2682 | Fitness

DESIGNED FOR AGES: 13+



PLEASE NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS PLAYGROUND LAYOUT IS TO BE PLACED. UNLESS OTHERWISE NOTED THE PLAY AREA IS ASSUMED TO BE LEVEL.

PLEASE NOTE: THE SEPARATE PLAY AREAS HAVE BEEN MOVED CLOSER TOGETHER ON THIS PLAN DRAWING TO DECREASE THE OVERALL VIEW.

Gateway Services CDD Fitness Trail

Fort Myers, FL 33913-8384

Burke
PLAY THAT MOVES YOU.

Florida Recreational Products LLC

170-217960-1

05/20/2026

Designer: Conner Bruins

SITE PLAN VIEW

OVERALL BOUNDING OF USE ZONES
Area:3909.4 sq.ft.
Perimeter:267.1 ft.
STRUCTURE SIZE: 43' 4"x90' 3"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
0	0 / 0	0 / 0	0 / 0	0 / 0	0 / 0

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

PROPOSAL #: 170-217960-1

GATEWAY SERVICES CDD FITNESS TRAIL

Burke
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BCIBURKE.COM • 800.266.1250



Florida Recreational Products

3D Designer: Karen

Burke
PLAY THAT MOVES YOU.
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GATEWAY SERVICES CDD FITNESS TRAIL

PROPOSAL #: 170-217960-1



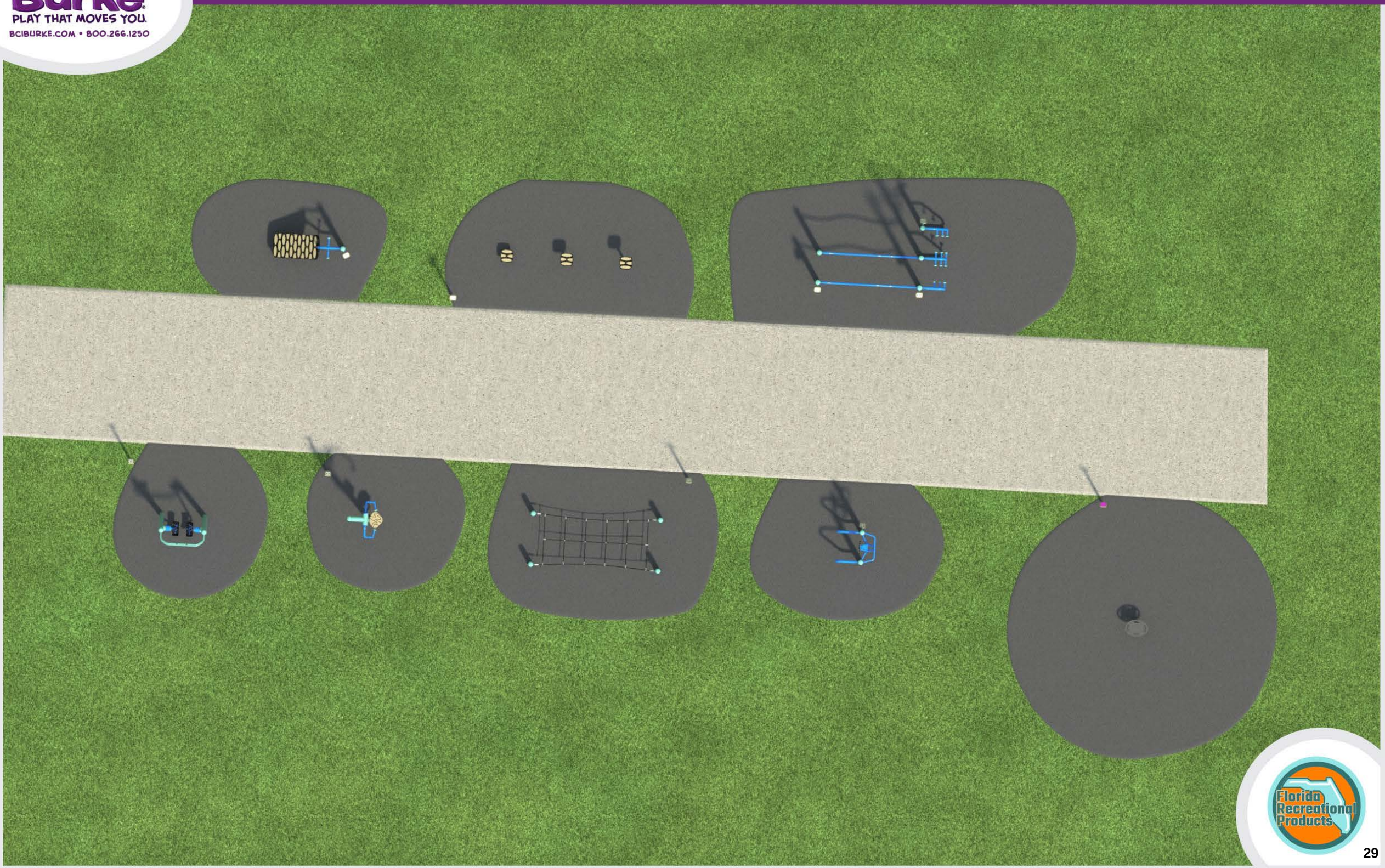
Florida Recreational Products

3D Designer: Karen

Burke
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GATEWAY SERVICES CDD FITNESS TRAIL

PROPOSAL #: 170-217960-1



Florida Recreational Products

3D Designer: Karen

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



SOLIS HUE TOPPERS



TRADITIONAL SERIES SITE AMENITIES



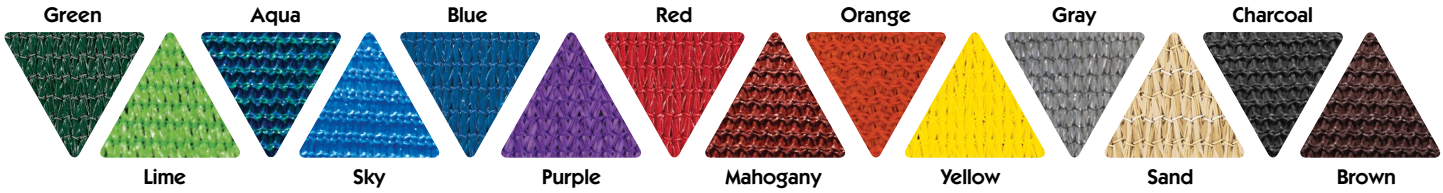
ROCKIT CLIMBERS



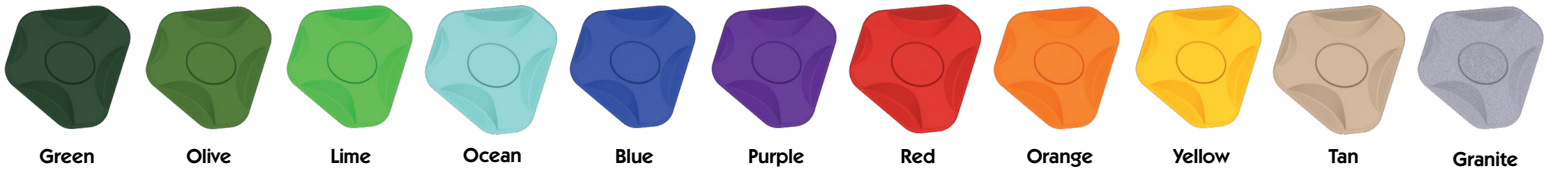
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070. **01/2025**

COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or v**isit bciburke.com/rep**. Our passion is bringing play to communities like yours and we can't wait to help you get started!

equalis GROUP

GSA Contract Holder
Contract 47QSMA20D08NL | 47QSMA20D08NM

GOVMVMT

OMNIA PARTNERS

Sourcewell
Awarded Contract
Contract # 010521-BUR







Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 8.A**

September 3, 2026 Board of Supervisor's Workshop and Meeting Minutes

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Review and approve the workshop and regular meeting minutes.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
APPROVAL OF MINUTES	Approval of Minutes	Georgia Johnson

Attachments:

1. 2026.09.03_BOS_Workshop_Minutes_Draft-GJ,AP.pdf
2. 2026.09.03_BOS_Meeting_Minutes_Draft-GJ, AP.pdf

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:

Approve the September 3, 2026 Board of Supervisor's Workshop and Meeting Minutes

MINUTES OF WORKSHOP
GATEWAY SERVICES
COMMUNITY DEVELOPMENT DISTRICT

DRAFT

A workshop of the Board of Supervisors of the Gateway Services Community Development District was held on Thursday, September 3, 2026, at 2:00 p.m. via a hybrid meeting procedure that included media technology communications using "YouTube", https://youtu.be/ptiA2ChUh-Q, and in-person attendance at the Gateway Services CDD Offices meeting room located at 13240 Griffin Drive, Fort Myers, FL 33913-7956.

1. CALL TO ORDER

Mrs. Walsh called the Workshop to order at 2:02 p.m.

On MOTION by Mrs. Walsh, seconded by Mrs. Pankau, with all in favor, Mr. Geppert was permitted to participate remotely due to exceptional circumstances. 4-0.

Attending and constituting a quorum were:

Flavia Walsh *(in person)*	Chair
Ed Tinkle *(in person)*	Vice Chair
Doug Banks *(in person)*	Assistant Secretary
Carole Pankau *(in person)*	Assistant Secretary
Bob Geppert *(remote)*	Assistant Secretary

Also present were:

Anthony Pires Jr.	District Counsel
Chelsea O'Riley	District Manager
Laura LeRoy	Assistant District Manager
Georgia Johnson, *(remote)*	Administrative Specialist
Steven Agapi	Tetra Tech
Guests and Residents	

A copy of the affidavit of publication of the notice of today's workshop indicating it was duly and properly noticed is on file.

The following is a summary of the minutes of the September 3, 2026, workshop of the Gateway Services Community Development District Board of Supervisors.

2. ITEMS FOR DISCUSSION

A. Draft Second Supplemental Engineers Report - Series 2026 Project

Mr. Agapi of Tetra Tech presented the Draft Second Supplemental Engineer's Report for the proposed Series 2026 Project. He explained that the report identifies the proposed capital improvement projects, describes their scopes, and provides estimated costs. The total estimated project cost was approximately $8.7 million, divided among Administrative, Waterway Management, Roadway, and Parks and Recreation projects. He

clarified that the estimate was not necessarily the par amount of the bonds and that final bond sizing would be determined by the finance team.

Under the Administrative category, the Board reviewed the proposed $200,000 fence for the Commons property. Staff clarified that the project was intended for the frontage and would include columns. The Board requested that the description clearly identify the limits of the proposed fence.

Under Waterway Management, the Board reviewed the proposed $55,000 installation of surface-water aerators for Lake 114, south of the Commons property. Staff explained that a significant portion of the cost was associated with electrical improvements and an FPL transformer. The Board discussed using the project as a pilot, requested measurable criteria to evaluate its effectiveness, and noted that existing bathymetric information could provide a basis for before-and-after comparison. The Board also requested verification of the pricing and electrical costs.

Under Roadway projects, staff reviewed monument upgrades at the Commerce Lakes Drive and Gateway High School roundabouts, including monuments and turf improvements, for a total estimated cost of $150,000.

The proposed Griffin Drive sidewalk consisted of an approximately 1,500-linear-foot, eight-foot-wide asphalt sidewalk extending south from Gateway Elementary School past Soccer Drive and Timber Marsh Court, with an estimated cost of $350,000. Staff reported that the design was substantially complete and permitting was underway. The Board discussed crosswalk locations, pedestrian access to the schools and recreational facilities, and whether the improvement should be designated as a sidewalk or pathway. The Board requested that staff review the legal and permitting implications, including golf cart use, before finalizing the design.

The Board reviewed landscaping improvements along Griffin Drive, estimated at $850,000. The Board requested that the project description be revised to include Gateway Boulevard and asked to review the plans again before bidding.

The proposed Treeline Avenue sidewalk consisted of an eight-foot-wide concrete improvement on the west side of Treeline Avenue from Winn-Dixie to C-5, with an estimated cost of $400,000. The Board discussed Lee County's preliminary comments regarding no-golf-cart signage, safe crossings, and whether the Treeline Avenue right-of-way was included within the applicable development approvals. Staff agreed to review the DRI and related legal requirements.

Staff reviewed the Master Irrigation Renovation project, estimated at $5.9 million. The project would modernize the irrigation system through web-based controls, flow and pressure monitoring, rain and soil sensors, targeted watering capabilities, and piping replacement. Approximately $2 million would be funded from remaining Series 2023 bond proceeds, leaving approximately $3.9 million for the Series 2026 project. The Board discussed the project scope, funding, and the need for accurate estimates.

Under Parks and Recreation, staff reviewed the proposed Sherman Soccer Complex additional parking lot, which would convert the existing dog park area into an improved lot with approximately 96 spaces, grading, stormwater improvements, and lighting. The estimated project cost was $1.2 million, and staff reported that design was substantially complete and permitting was underway.

The Board held extensive discussion regarding the Gateway Commons Park amenities project, including relocation of the dog park, sod, irrigation, grading, security improvements, and the appearance of the park at opening. The estimated cost of this is $650,000. Board members emphasized that the open area behind the pool should appear complete and usable rather than remain behind construction fencing. Discussion included the relative cost and suitability of Zoysia and Palmetto sod, the area's drainage and grading needs, and inconsistencies in vendor square-footage calculations.

The Board directed staff to obtain itemized and updated pricing for grading, sod, and irrigation; verify the acreage and square footage; and develop a grading concept using available contour information. The Board discussed excluding the future dog park footprint from the initial sod installation, using Palmetto sod, completing the decorative front fence, and evaluating temporary use of available District funds with potential reimbursement from future bond proceeds. As this was a workshop, no authorization was granted.

Staff also reviewed a proposed $50,000 security system and cameras for the recreational area; $700,000 in Sherman Soccer Complex field-lighting improvements, including remote controls, pole corrections, and playground lighting; and $200,000 for Linear Park improvements.

The Board discussed the Linear Park description, which listed a walking trail, shade pavilions, drinking fountains, fitness equipment, disc golf, landscaping, and a playground area. Board members stated that the $200,000 allocation should be presented as a fixed budget and not as an indication that all listed amenities could be completed. Staff explained that the Parks and Recreation Advisory Committee (PRAC) would prioritize improvements within the $200,000 allocation. The Board requested clarification of the project description to avoid creating unrealistic public expectations.

Mrs. Walsh questioned why the current capital improvement estimate was higher than earlier budget discussions. Staff explained that updated estimates, construction management, project management, inspection services, and increases in the sidewalk and master irrigation estimates contributed to the change. The Board emphasized that the Engineer's Report should contain realistic professional cost estimates and clearly distinguish fixed allocations from estimates for a complete listed scope.

The Board requested revisions and clarifications to the project descriptions and cost assumptions before the Engineer's Report returned for consideration.

3. ADJOURNMENT

The workshop adjourned at 3:01 p.m.

BOS

Adopted: _____ with/without changes. Motion by: _____
(DATE)

Vote: _____ Signature: _____

• End of document

MINUTES OF MEETING
GATEWAY SERVICES
COMMUNITY DEVELOPMENT DISTRICT
DRAFT

A regular meeting of the Board of Supervisors of the Gateway Services Community Development District (GSCDD) was held on Thursday, September 3, 2026, via a hybrid meeting procedure that included media technology communications using "YouTube", https://youtu.be/dyXEwXN1_eo, and in-person attendance at the GSCDD Office meeting room located at 13240 Griffin Drive, Fort Myers, FL 33913.

1. CALL TO ORDER

Mrs. Walsh called the meeting to order at approximately 3:10 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Board Members

Flavia Walsh *(in person)*	Chair
Ed Tinkle *(in person)*	Vice-Chair
Doug Banks *(in person)*	Assistant Secretary
Bob Geppert *(remote)*	Assistant Secretary
Carole Pankau *(in person)*	Assistant Secretary

Also present:

Anthony Pires Jr.	District Counsel
Chelsea O'Riley	District Manager
Laura LeRoy	Assistant District Manager
David Trottier	Program Coordinator
Russ Weyer	President, Real Estate Econometrics
Rhonda Mossing *(remote)*	Managing Director, MBS Capital Markets
Marty Mantenfel	PPAC

Several Residents and Guests

A physical quorum was established consisting of Supervisors Walsh, Tinkle, Banks, and Pankau.

> On MOTION by Mrs. Pankau seconded by Mr. Tinkle with all in favor, Mr. Geppert was authorized to fully participate in the meeting remotely due to exceptional circumstances. Motion passed 4-0.

4. APPROVAL OF FINAL AGENDA

> On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, the Final Agenda, as amended, was approved. Motion passed 5-0.

The Board agreed to consider Local Achievements and Recognitions before Public Comment.

5. PUBLIC COMMENT

Public Comment was heard after Local Achievements and Recognitions, consistent with the amended agenda.

Marty Mantenfel, Pelican Preserve

Mr. Mantenfel commented that the Draft Supplemental Engineer's Report did not reflect recent roadway improvements in Pelican Preserve or identify future roadway priorities. He also raised maintenance concerns regarding Zoysia grass, questioned the need to contract for fire hydrant painting, and asked the Board to consider wildfire and public-safety implications when evaluating vegetation clearing beneath the proposed FPL transmission line.

Avery Dimmig, Hampton Park

Mr. Dimmig presented before-and-after visual simulations showing the anticipated appearance of proposed transmission towers from several residential viewpoints. He stated the materials were intended to illustrate potential visual and property-value impacts and possible private landscaping buffers, not to request District funding. The Board discussed the distinction between District property, HOA-controlled buffer areas, and private property and requested that safety concerns regarding vegetation management also be raised with FPL. Ms. O'Riley followed-up with more information regarding meetings and emails that have transpired. Discussion ensued.

Ellen Appleby, Hampton Park

Ms. Appleby, co-chair of the communications committee with Hampton Park, requested broader communication for residents regarding the anticipated transmission-line project and offered to provide photographs showing potentially affected residential views. The Board discussed the importance of distributing only verified information and noted that electronic communications had been issued, while a hard-copy mailing had not been completed.

Sharon Dimmig, Hampton Park

Ms. Dimmig asked about lighting, access control, maintenance costs, and user fees at Gateway Commons Park. Mrs. Walsh explained that the light fixtures are intended to provide directional lighting aiming down; FPL-owned poles are covered under an agreement that includes maintenance; the park would have perimeter fencing, staff attendants will be roving, and a Lee County Sheriff community outreach presence; and non-resident fees were intended to help offset operating and maintenance costs. Staff

noted that operations would be monitored and adjusted as the facility opened and community feedback was received.

Pastor Sam McDowell, Gateway Church

Ms. O'Riley read into the record an email from Pastor Sam McDowell asking the Board to waive parking fees at the Sherman Soccer Complex for Gateway Church's annual Gateway Hay Day event. The Board discussed the purpose of paid parking, the fact that registered Gateway residents park without charge, the estimated number of paved spaces, administrative considerations, and a flat event rate for non-resident parking.

> On MOTION by Mr. Banks seconded by Mr. Tinkle, with all in favor, the Board approved event-level parking pricing of $1,000 (with the understanding, most guests will be Gateway residents) for Gateway Church's four-hour Gateway Hay Day event in the designated District parking areas. Motion passed 5-0.

6. LOCAL ACHIEVEMENTS AND RECOGNITIONS

A. Gateway Student Recognition - Cooper LaSalle, Linzy Catalano (edited to add: Bryan Vieira and Ariya Ruhomon)

The Board recognized four students and presented them with certificates, followed by group photos.

Ms. O'Riley introduced David Trottier, the GSCDD new Program Coordinator. David summarized his education in recreation management and experience in recreation, event management, and cybersecurity and stated that he was also a new Gateway resident.

7. ADVISORY COMMITTEES ITEMS AND REPORTS

No formal advisory committee reports were presented under this agenda item.

Ms. LeRoy presented this item and noted that the terms of Safety and Security Subcommittee members, Jennifer Nisenoff and Ted Crawford, were set to expire before their next meeting. As the Subcommittee did not meet in August and both members expressed a desire to continue serving, staff recommended extending their terms through the end of October. The extension would provide continuity and allow sufficient time for the Subcommittee and the Pelican Preserve Advisory Committee (PPAC) to complete their review and approval process.

> On MOTION by Mrs. Pankau, seconded by Mrs. Walsh, with all in favor, the terms of Ms. Nisenoff and Mr. Crawford were extended through October 31, 2026. Motion passed 5-0.

8. APPROVAL OF MINUTES

A. August 20, 2026 Board of Supervisor Meeting Minutes

The Board reviewed the August 20, 2026 Board of Supervisors Meeting Minutes. Mrs. Pankau requested that her first name be corrected to "Carole" in the roll call.

> On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, the August 20, 2026 Board of Supervisors Meeting Minutes were approved with the correction to Mrs. Pankau's first name. Motion passed 4-0.

9. CONSENT AGENDA ITEMS

A. Series 2023-1 and 2023-2 Bond Disbursement Request 16

B. Fire Hydrant Painting Contract

> On MOTION by Mrs. Pankau, seconded by Mr. Banks, with all in favor, Consent Agenda Items 9A and 9B were approved. Motion passed 4-0.

10. DISTRICT ENGINEER

A. Draft Supplemental Engineer's Report - 2026 Bond Series

The Board reviewed the Draft Second Supplemental Engineer's Report and discussed the proposed capital improvement program, including administration, water management, roadways, landscaping, Parks and Recreation improvements, the Gateway Commons Park, dog park relocation, irrigation, sod, fencing, and grading. The Board requested updated phase-one landscape plans showing only work included in the current phase and an itemized summary of the improvements included in the original Gateway Commons Park construction amount.

The Board discussed expediting sod, irrigation, fencing, the dog park area, and grading along the front fence line. Discussion included the appropriate turf type for the dog park, maintenance implications of Palmetto and Bermuda grass, and reliance on the landscape professional's recommendation. Staff advised that updated cost information would be provided and that financing would be determined with the expectation of reimbursement from the proposed bond financing, where legally available.

> On MOTION by Mrs. Pankau, seconded by Mrs. Walsh, with all in favor, staff was authorized to proceed with Palmetto sod, irrigation, fencing, dog park, and front fence-line, grading improvements in an amount not to exceed $700,000, subject to final cost information and appropriate financing. Motion passed 5-0.

Ms. O'Riley recommended that the bond team, including bond counsel, the District Engineer, District Counsel, and the assessment methodology consultant, incorporate the Board's comments and prepare the Second Supplemental Engineer's Report in final form for the October 1, 2026 Board meeting.

> On MOTION by Mrs. Walsh, seconded by Mr. Tinkle, with all in favor, the bond team was directed to incorporate the Board's comments and prepare the Second Supplemental Engineer's Report in final form for consideration on October 1, 2026. Motion passed 5-0.

11. ADMINISTRATIVE AGENDA ITEMS

A. Draft Assessment Methodology - 2026 Bond Series

Russ Weyer of Real Estate Econometrics presented the Draft Second Supplemental Assessment Methodology. He explained that the methodology used the benefit categories established through the District's operations and maintenance methodology and was based on the August draft of the Engineer's Report and preliminary public-financing assumptions. Because project costs and financing terms remained subject to revision, the figures were presented as preliminary estimates.

The preliminary capital improvement program totaled approximately $10,705,000. Approximately $2 million of roadway and landscaping improvements had already been funded through the Series 2023 bonds, leaving approximately $8,705,000 to be addressed through the Series 2026 financing and other District funding sources. The allocation discussed was approximately $7.6 million to Gateway, just over $1 million to Pelican Preserve, and approximately $100,000 to the Utility Enterprise Fund.

Mr. Weyer reviewed allocations among single-family, multi-family, Arborwood, golf course, and commercial properties. Under the preliminary public-financing assumptions, the estimated annual debt-service assessment was approximately $110 for a Gateway single-family unit, approximately $80 for a multi-family unit, approximately $68 for an Arborwood unit, approximately $4,300 for the golf course, and approximately $612 per commercial unit. These estimates remained subject to the final Engineer's Report, financing terms, and assessment roll.

The Board discussed debt-cap limitations affecting Pelican Preserve, C5, and certain commercial parcels. Pelican Preserve's potential alternatives included pay-as-you-go funding or separate financing over a shorter period. The discussion referenced approximately $149,000 already budgeted and a possible five-year funding approach, subject to PPAC and Board consideration. A separate funding mechanism would also be needed for the approximately $690,000 preliminary allocation associated with C5 and affected commercial parcels.

> On MOTION by Mrs. Pankau, seconded by Mr. Tinkle, with all in favor, the assessment methodology consultant was directed to incorporate the final project and financing information and prepare the Assessment Methodology in final form for consideration on October 1, 2026. Motion passed 5-0.

B. Update on Financing of 2026 Bond Projects - Financing and Approval of Term Sheet

Ms. O'Riley reported that First Horizon Bank had revised its proposal to match the favorable interest rate offered by Pinnacle Financial Partners, doing business as Synovus Bank. Staff recommended continuing the District's longstanding relationship with First Horizon, provided the revised term sheet met all required conditions.

Rhonda Mossing of MBS Capital Markets explained that First Horizon agreed to a 2047 maturity, allowing the 20-year amortization to begin when the assessments could first be placed on the tax roll in 2027. She stated that the First Horizon structure reduced the preliminary estimated annual single-family assessment from approximately $109 under a public offering to approximately $101.71 and also reduced the anticipated par amount.

The Board discussed the distinction between approving the term sheet and giving final approval to issue the debt and undertake all projects. Approval of the term sheet allowed bond counsel and bank counsel to prepare the required financing documents for the October 1, 2026 meeting. The Board would still be required to approve the final Engineer's Report, Assessment Methodology, loan documents, supplemental trust indenture, and related resolutions before closing. Any project funds remaining after completion would be used to redeem debt and reduce assessments in accordance with the financing documents.

> On MOTION by Mr. Tinkle, seconded by Mrs. Pankau, with all in favor, the Board approved the First Horizon Bank term sheet dated August 28, 2026, for financing the 2026 capital improvement projects and authorized preparation of the related financing documents for consideration on October 1, 2026. Motion passed 5-0.

C. Lee County Public Hearing Notice - Alessio Air Commerce Park

Ms. O'Riley presented the Lee County public hearing notice for Alessio Air Commerce Park as an informational item. The property is outside but adjacent to the District, and the applicant was seeking a zoning change. Mr. Pires advised that District involvement would generally be warranted only if the proposed development adversely affected District assets or facilities, and no such impact had been identified at that time.

The Board discussed a prior inquiry concerning utility service. Staff explained that extending service outside the District could require amendments to the interlocal agreement and District boundaries, with related costs borne by the developer. Staff also

noted limitations concerning available wastewater infrastructure. No Board action was required or taken.

12. DISTRICT MANAGER ITEMS

A. FPL's Orange River Puma Project Update

Ms. O'Riley reported that FPL had contacted District staff regarding a Hampton Park meeting scheduled for September 18, 2026, at 10:00 a.m. Hampton Park intended to host the meeting at a private residence. Ms. O'Riley and Mr. Flores had been invited, and Mrs. Walsh requested that Vice-Chair Tinkle also be permitted to attend on behalf of the Board. Staff reiterated the Board's direction that FPL also conduct a separate, District-wide informational meeting so all affected Gateway residents, including residents outside Hampton Park, could receive information. Mr. Tinkle was approved to attend the September 18 meeting.

Additional District Manager Updates

Ms. O'Riley reported that Lee County had initially proposed a 16 percent water and sewer rate increase for bulk users beginning in November. Following discussions with the District, County staff agreed to continue with the previously anticipated 8 percent increase for water and sewer and defer consideration of the additional increase while the parties reviewed the District's long-term agreement and cost-allocation concerns. Staff expected the discussion to continue during the coming year.

Mr. Banks requested the new Program Coordinator's job description and measurable 30-, 60-, and 90-day goals. Ms. O'Riley reported that approximately 30 applications were received for the Program Coordinator position and approximately five candidates were interviewed through two rounds. Ms. O'Riley also reported ongoing employee training and work to address policy and procedure gaps.

The Board reviewed implementation of the Premium Parking program. Ms. LeRoy reported a queue of approximately 200 resident applications still needing approval, with online applications requiring document review and on-site staff-assisted applications eligible for immediate verification. Mr. Banks requested adequate staff presence during the first three weeks of soccer, a clear process for waiving tickets issued while resident applications were pending, clarification that properly registered street-legal low-speed vehicles (LSV) may park, and improved coordination with Premium Parking regarding customer communications. Ms. O'Riley added management is educating and training the Parks and Recreation staff for the Premium Parking process.

13. DISTRICT ATTORNEY ITEMS

No separate District Attorney report was presented. District Counsel provided legal guidance during the meeting concerning the FPL and HOA discussions, the Gateway Hay Day parking request, the bond financing process, the Alessio Air Commerce Park notice, and the temporary extension of Safety and Security Subcommittee members.

14. FUTURE BOARD BUSINESS

The next scheduled Board of Supervisors meeting is October 1, 2026. The Board reviewed Agenda Management and identified the final Supplemental Engineer's Report, final Assessment Methodology, financing documents, and related 2026 Bond Series approvals for the October meeting.

Ms. O'Riley reported that Winterfest would remain at the Sherman Soccer Field in 2026 because of construction, warranty, lighting, and logistical considerations at Gateway Commons Park. The goal is to hold Winterfest at the Commons in 2027. Mr. Banks also discussed planning a separate grand-opening event after the facility and landscaping were fully operational, potentially in early 2027, without setting a final date.

15. SUPERVISOR COMMENTS AND REPORTS

Mrs. Pankau commented that landscaping obstructed visibility of the new Gateway Commons Park sign. Ms. O'Riley confirmed that the sign remained part of an active construction project and would be repainted, backlighting was pending power, and obstructing landscaping would be addressed.

Mr. Geppert asked about a dedication date for the new Administration Building. Ms. O'Riley stated that substantial and final completion dates existed, but no official dedication date had been established because remaining dog park, fencing, sod, and landscaping work needed to be completed.

The Board discussed potential sponsorships and donated signage for the Commons and Linear Park areas. Staff stated that no sponsorship had been finalized and that pricing and the value of any naming opportunity would be reviewed before a proposal was presented.

Mr. Tinkle reviewed construction costs for the Administration Building and Gateway Commons Park. The discussion referenced approximately $92,000 in combined costs above the original bids, plus approximately $40,000 previously approved, for a total of approximately $132,000. Ms. O'Riley stated she believes it was a 2 percent contingency. Mr. Tinkle then estimated it at approximately $160,000. Ms. O'Riley advised that additional change orders remained under review and would not be presented until substantiated. The Board emphasized avoiding commitments beyond available project funding.

Mr. Tinkle requested that accounting records separately track the pool, soccer complex, dog park, courts, Administration Building, and other facility components so operating costs and revenues could be evaluated by facility. Ms. LeRoy reported approximately $25,000 in CivicRec reservations have come in, pending receipt. Mr. Banks stated that net new revenue from rates and new rentals should be tracked.

The Board discussed the financial arrangements with sports organizations using District facilities. Mr. Tinkle emphasized that the District should receive the full amounts required under its agreements and should gather sufficient operating data to evaluate whether residents were subsidizing facility users. District Counsel and staff noted that existing use agreements did not require financial disclosures and that any such

requirement would need to be addressed through future agreement negotiations. No formal action was taken.

16. ADJOURNMENT

On MOTION by Mrs. Walsh seconded by Mrs. Pankau, with all in favor, the meeting adjourned at 5:40 p.m. Motion passed 5-0.

BOS

Adopted: _____ with/without changes. Motion by: _____
(DATE)

Vote: _____ Signature: _____

• End of document

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 9.A**

Resolution 2027-01 - Acceptance of Sub-Recipient Grant with Florida Division of Emergency Management for Generators

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Approve Resolution 2027-01 accepting the matching grant from the Division of Emergency Management in the amount of $210,336.90 and authorize the District Manager to take appropriate action to execute necessary documents, including federally funded subaward and grant agreement.

Why the action is necessary:

To execute and accept the award for generators for District Lift Stations.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
CONSENT AGENDA ITEMS	Administrative Agenda Items	Georgia Johnson

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Attachments:

1. Resolution 2027-01 Federally-Funded Subaward and Grant Agreement w-Exhibit.pdf

Financial Impact:

$210,336.90 of which a 25% match will be required ($65,747)

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:

Approve as requested.

RESOLUTION NUMBER 2027 - 01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT ACCEPTING A GRANT FROM THE DIVISION OF EMERGENCY MANAGEMENT, HMGP CONTRACT # H1403, PROJECT # 4734-020-R; AUTHORIZING THE CHAIR AND DISTRICT STAFF TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Gateway Services Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida; and,

WHEREAS, the District has been awarded a grant from the Federal Emergency Management Agency (FEMA), through the Florida Division of Emergency Management in the amount of $210,336.90 for generators; and,

WHEREAS, the Board of Supervisors has determined that acceptance of the Grant is in the best interests of the District and its residents; and,

WHEREAS, acceptance of the Grant may require the execution of a grant agreement, certifications, assurances, amendments, reimbursement requests, and other related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, LEE COUNTY, FLORIDA, …

SECTION I. The above and foregoing recitals are fully incorporated herein.

SECTION II. The Gateway Services Community Development District hereby accepts the Grant, "Federally-Funded Subaward and Grant Agreement", as outlined in the document attached hereto as **Exhibit "A"** and approves the terms and conditions set forth in the applicable grant award and grant agreement, subject to final review by District counsel.

SECTION III. The Chair, Vice Chair, District Manager, and other appropriate District staff are authorized to execute and deliver documents and take actions necessary to accept, administer, and implement the Grant, consistent with this Resolution and applicable law.

SECTION IV. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the remaining portions shall remain in full force and effect.

SECTION V. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 1st day of October, 2026.

ATTEST:

_____
Secretary/Assistant Secretary

Gateway Services Community Development District:

_____
Chair/Vice Chair, Board of Supervisors

APPROVED AS TO LEGAL FORM:

_____
District Attorney

Exhibit A: "Federally-Funded Subaward and Grant Agreement" Contract: Project #4734-020-R

Exhibit A

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Gateway Services Community Development District
PROJECT #:	4734-020-R
PROJECT TITLE:	Gateway Services Community Development District, Lift Stations, Generators
HMGP CONTRACT #:	H1403
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Chelsea O'Riley District Manager 11922 Fairway Lakes Drive, Suite 1 Fort Myers, Florida 33913

Enclosed is your copy of the proposed contract(s)/modification(s) between Gateway Services Community Development District and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☐	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☒	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign Country of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (469)965-0243 or email me at cody.russell@yagroup.com.

Agreement Number: **H1403**

Project Number: **4734-020-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Gateway Services Community Development District
Sub-Recipient's unique entity identifier (UEI/FEIN):	L78TGN9FK631 / 592708548
Federal Award Identification Number (FAIN):	FEMA-DR-4734-FL
Federal Award Date:	March 13, 2026
Subaward Period of Performance Start and End Date:	March 13, 2026 - September 30, 2029
Amount of Federal Funds Obligated by this Agreement:	$210,336.90
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$210,336.90
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$210,336.90
Federal award project description (see FFATA):	Generators
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	cody.russell@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Gateway Services Community Development District, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Cody Russell
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 469-965-0243
Email: cody.russell@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Chelsea O'Riley
District Manager
11922 Fairway Lakes Drive, Suite 1
Fort Myers, Florida 33913
Telephone: 239-561-1313 ext. 212
Email: chelsea.oriley@gatewaydistrict.org

ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 13, 2026 and shall end on September 30, 2029, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$210,336.90**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and

entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared W. Perdue, P.E.

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$210,336.90**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to six (6) lift stations, in Fort Myers, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4734-020-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Gateway Services Community Development District, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide backup power to six (6) lift stations, located in Fort Myers, Florida 33913.

The HMGP project shall provide protection by purchasing and installing two (2) portable generators with the capabilities listed in the table below or the adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the lift stations. Each generator comes with a trailer and supply diesel tank, as well as all necessary electrical connections. Currently, the lift stations are unprotected without any source of backup power during power outages. The five (5) generators that previously protected these lift stations from power outages are being reallocated to other locations in the Gateway Services Community Development District. An interruption in the electric power supply would result in loss of service as well as increase the risk of sewer overflow events. The project shall allow the lift stations to maintain operation during emergency events that could cause power outages.

The portable generators shall be stored in an un-shaded X zone or be protected against a 500-year (0.2% annual chance) flood event if stored in the Special Flood Hazard Area (SFHA) or shaded X zone, comply with National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Station	kW	Coordinates
1)	Lift Station 15	150 kW	(26.595741, -81.759327)
2)	Lift Station 17		(26.587056, -81.764488)
3)	Lift Station 18		(26.590241, -81.768197)
4)	Lift Station 27	150 kW	(26.562342, -81.745972)
5)	Lift Station 28		(26.568568, -81.741883)
6)	Lift Station 25		(26.556184, -81.755974)

Storage Location:

Location	Coordinates
13240 Griffin Drive, Fort Myers, Florida 33913	(26.573673, -81.737497)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

b) Local Building Official Inspection Report and Final Approval.

c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

d) Signed and Sealed copy of the As-built plans, as applicable.

e) Certified Letter of Completion, as applicable:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.

2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Verification letter or documentation showing the portable generators were stored in an un-shaded X zone when not in use or protected to the 500-year (0.2% annual chance) flood elevation if stored in a Special Flood Hazard Area (SFHA) or shaded X zone.

h) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and

supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of providing protection to six (6) lift stations in Fort Myers, Florida 33913, by purchasing portable generators.

The portable generators shall be stored in an un-shaded X zone or be protected against a 500-year (0.2% annual chance) flood event if stored in the Special Flood Hazard Area (SFHA) or shaded X zone,

comply with National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall provide a letter and documentation affirming the purchase has been completed and requesting Final Inspection indicating the exact storage location of the generators.
7) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
8) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
9) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The generators are supporting a critical action and when not in use must be stored in an un-shaded X zone or must be protected to the 500-year (0.2% annual chance) flood elevation if stored in a Special Flood Hazard Area (SFHA) or shaded X zone. The Sub-Recipient must submit documentation to the Division and FEMA documenting compliance with this condition. Prior to closeout, any change to the portable generator storage location shall require additional review and shall be submitted to the Division and FEMA by the Sub-Recipient as soon as the new location is known.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

9) Special Condition required on implementation of project:

   a) **EO 11988 Condition:** The generators are supporting a critical action and when not in use must be stored in an un-shaded X zone or must be protected to the 500-year (0.2% annual chance) flood elevation if stored in a Special Flood Hazard Area (SFHA) or shaded X zone. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition. Prior to closeout, any change to the portable generator storage location will require additional review and shall be submitted to the State and FEMA by the Sub-Recipient as soon as the new location is known. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

   a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

   b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

   c) SRMC cannot exceed 5% of the total project costs awarded.

   d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

   e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

   f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4734-020-R.** It is funded under HMGP, FEMA-4734-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4734.

FEMA awarded this project on March 13, 2026; the Period of Performance for this project shall end on **September 30, 2029**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	7	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	17	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**42**	**Months**

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$262,990.00	$197,242.50	$65,747.50
Labor:	$0.00	$0.00	$0.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$262,990.00**	**$197,242.50**	**$65,747.50**
**Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$262,990.00**	**$197,242.50**	**$65,747.50**
***SRMC**			
SRMC:	$13,094.40	$13,094.40	
SRMC Total:	**$13,094.40**	**$13,094.40**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $13,094.40 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$197,242.50	(75.00%)
Non-Federal Share:	$65,747.50	(25.00%)
Total Project Cost:	**$262,990.00**	**(100.00%)**
SRMC (100% Federal)	$13,094.40	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Gateway Services Community Development District

REMIT ADDRESS: 11922 Fairway Lakes Drive, Suite 1

CITY: Fort Myers STATE: Florida ZIP CODE: 33913

PROJECT TYPE: Generators PROJECT #: 4734-020-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1403

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL: $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT: $ _____ DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Gateway Services Community Development District
PAYMENT #:

PROJECT TYPE: Generators
PROJECT #: 4734-020-R

PROGRAM: Hazard Mitigation Grant Program
CONTRACT #: H1403

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents __% completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Gateway Services Community Development District **PROJECT #:** 4734-020-R

PROJECT TYPE: Generators **CONTRACT #:** H1403

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Gateway Services Community Development District
Sub-Recipient's Name

H1403
DEM Contract Number

4734-020-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4734-020-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 210,336.90

OBLIGATION/ACTION DATE: March 13, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: L78TGN9FK631

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide backup power to six (6) lift stations, located in Fort Myers, Florida 33913.

The HMGP project shall provide protection by purchasing and installing two (2) portable generators with the capabilities listed in the table below or the adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the lift stations. Each generator comes with a trailer and supply diesel tank, as well as all necessary electrical connections. Currently, the lift stations are unprotected without any source of backup power during power outages. The five (5) generators that previously protected these lift stations from power outages are being reallocated to other locations in the Gateway Services Community Development District. An interruption in the electric power supply would result in loss of service as well as increase the risk of sewer overflow events. The project shall allow the lift stations to maintain operation during emergency events that could cause power outages.

The portable generators shall be stored in an un-shaded X zone or be protected against a 500-year (0.2% annual chance) flood event if stored in the Special Flood Hazard Area (SFHA) or shaded X zone, comply with National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Station	kW	Coordinates
1)	Lift Station 15	150 kW	(26.595741, -81.759327)
2)	Lift Station 17		(26.587056, -81.764488)
3)	Lift Station 18		(26.590241, -81.768197)
4)	Lift Station 27	150 kW	(26.562342, -81.745972)
5)	Lift Station 28		(26.568568, -81.741883)
6)	Lift Station 25		(26.556184, -81.755974)

Storage Location:

Location	Coordinates
13240 Griffin Drive, Fort Myers, Florida 33913	(26.573673, -81.737497)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 9.B**

Resolution 2027-03 License Agreement with LCSO for an Outreach Center

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Approve Resolution 2027-03 for the License Agreement by and between Gateway Services Community Development District and Lee County Sheriff's Office (LCSO) for a Community Outreach Center at the Administration Building and authorize the District Manager to take appropriate action.

Why the action is necessary:

Brings a LCSO Community Outreach Center to Gateway.

2. **Agenda**: CONSENT AGENDA ITEMS

3. **Requirement/Purpose**: Consent Agenda Items

4. **Submitter of Information**: Cheri Russ

Attachments:

1. Resolution 2027-03 - LCSO Community Outreach Center License Agreement - w-Exhibit.pdf

Financial Impact:

$0

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:

Approve as requested.

RESOLUTION 2027-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT ENTERING INTO A LICENSE AGREEMENT WITH LEE COUNTY SHERIFF'S OFFICE; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE CHAIR; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Gateway Services Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and,

WHEREAS, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* ("Governmental Unit"); and,

WHEREAS, the Board of Supervisors of the Gateway Services Community Development District owns certain tangible personal property located at 11137 Gateway Boulevard, Fort Myers, FL 33913;

WHEREAS, the District desires to enter into a License Agreement with Lee County Sheriff's Office to provide for a Community Outreach Center located at the Administration Building; and

WHEREAS, a copy of the "LCSO Community Outreach Center License Agreement 2026" which is attached hereto as **Exhibit "A"** has been available for review, inspection and copying as provided by law; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, LEE COUNTY, FLORIDA;

SECTION I. INCORPORATION OF RECITALS. All of the representations, findings and determinations contained within the recitals state above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION II. EXECUTION OF THE LICENSE AGREEMENT. The District hereby authorizes the District Chair to execute the license agreement with Lee County Sheriff's Office.

SECTION III. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION IV. EFFECTIVE DATE. This Resolution shall take effect immediately upon the passage and adoption by the Board of Supervisors of the Gateway Services Community Development District.

PASSED AND ADOPTED this 1ST day of October, 2026.

ATTEST:

Gateway Services Community Development District:

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

APPROVED AS TO LEGAL FORM:

_____
District Attorney

Exhibit A: LCSO Community Outreach Center License Agreement 2026

LICENSE AGREEMENT BY AND BETWEEN
GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
AND THE
LEE COUNTY SHERIFF'S OFFICE

This License Agreement ("License") is made, entered into and effective this _____ day of _____, 2026 by and between the **Gateway Services Community Development District**, located at 11922 Fairway Lakes Drive, Suite 1, Fort Myers, Florida 33913, (hereinafter referred to as "Licensor") and the **Lee County Sheriff's Office**, located at 14750 Six Mile Cypress Parkway, Fort Myers, FL 33912, (hereinafter referred to as "Licensee"), and shall set forth the agreement between said parties with regard to Licensee's right to utilize appropriated office space at 11137 Gateway Boulevard, Fort Myers, Florida 33913 ("Property") subject to the terms, covenants and conditions set forth herein below.

In consideration of the License granted herein, and the mutual promises, covenants and conditions set forth herein below, the parties agree as follows:

1. LICENSE: Licensor hereby grants to Licensee this License to occupy and use the Property legally described on the attached **Exhibit A** and incorporated herein by this reference. This License shall not be assigned, transferred, or hypothecated, nor may Licensee sub-let to any other third party.

   Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating any relationship whatsoever other than the relationship of Licensor and Licensee, it being expressly understood and agreed by the parties that this Agreement does not create the relationship of landlord and tenant, principal and agent, joint venture between the parties, or any other relation except as expressly provided hereinabove.

2. LICENSE PERIOD: The term of the License granted herein (the "Term") shall commence thirty (30) days after the date that Lee County, Florida issues the Certificate of Occupancy/certificate of Completion for the Administration Building and will terminate after one (1) year with the option to renew this License for additional terms of (1) year each. Licensee agrees that Licensor may terminate this License for convenience at any time without penalty by providing thirty (30) days' written notice to Licensee. Licensor agrees that Licensee may terminate this License for convenience at any time without penalty by providing thirty (30) days' written notice to the Licensor.

2. PAYMENT: Licensee will pay a License payment in the sum of $10 total.

3. PERMITTED USE: Licensee shall use Property during the Term as a community outreach center and for related law enforcement purposes. Any improvements to the Property or the placement of any structures on the Property shall be subject to Licensor's prior written approval, which approval shall not be unreasonably denied. Licensee shall obtain all required permits from all appropriate permitting authorities, including Licensor, prior to the commencement of any improvements or placement of

structures or signage on the Property.

4. PARKING: Licensor shall ensure that there is adequate parking on the Property to accommodate all traffic generated by Licensee's use of the Property. Licensee has the authority to have violators towed pursuant to applicable law(s) at Licensee's discretion.

5. SECURITY DEPOSIT: Waived.

6. COMPLIANCE WITH LAWS: Licensee shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to the use, occupancy or condition of the Property.

7. ASSIGNMENT: This Agreement, and the rights granted hereunder, are non-assignable and non-transferable by Licensee. Any attempted assignment or other transfer of this License, or sublicense of any rights hereunder by Licensee shall be null and void, have no effect, and confer no rights upon any third party. Subject to the foregoing, the terms and conditions of this License shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors, assigns, heirs, administrators, executors, and representatives.

8. REMOVAL OF IMPROVEMENTS/HURRICANE WARNING: In the event of a hurricane warning, Licensee shall remove all of their movable items from the Property within forty-eight (48) hours of the issuance of a hurricane warning for Lee County by the National Weather Service.

9. TERMINATION: Upon the expiration or early termination of this License for any reason whatsoever, Licensee shall leave the Property in as good condition as when it was originally delivered to Licensee, and all improvements and personal property shall be removed within thirty (30) days of termination, and the Property restored to its prior condition.

10. LICENSORS ACCESS TO LICENSED SPACE: Licensee agrees that Licensor, its agents, employees or any person authorized by Licensor may enter the Property at reasonable times and with prior notice (given the sensitive nature of Licensee's role as law enforcement) for the purpose of inspecting its condition or making repairs or improvements.

11. ENTIRE AGREEMENT: This License contains the entire agreement of the parties. Any representations or modifications concerning this instrument shall be of no force and effect, except a subsequent modification in writing and signed by both Licensor and Licensee. This License supersedes all prior agreements.

12. INSURANCE: Unless self-insured, Licensee shall secure and maintain throughout the duration of this License insurance of such type and in such amounts as required herein. The

underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The name of the insured on all required policies shall be the same as Licensee. If requested by Licensor, the insurance coverage shall be primary insurance with respect to the Licensor, its officials, employees, agents, and volunteers. The insurance coverage shall include a minimum of:

Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law. If Licensee is exempt from the statutory requirement to maintain Worker's Compensation insurance, it shall indemnify and hold Licensor harmless for employee injury or claims.

Comprehensive Automobile and Vehicle Liability Insurance. If applicable, motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than $500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Comprehensive General Liability. Comprehensive general liability coverage with limits of liability of not less than $500,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

Licensee will add Licensor as an additional named insured on all insurance policies applicable under this License. Certificates of Insurance shall be provided to Licensor at the time of execution of this License and certified copies provided if requested. Certificates of Insurance shall include Licensor as additional named insured. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to Licensor before any policy or coverage is cancelled or restricted. If Licensee fails to deliver said certificates to Licensor in the above stated manner, Licensor may cancel this License or, but shall not be obligated to, procure the required policies, and bill the cost directly to Licensee. Licensee agrees to pay the bill within thirty (30) days after it has been received.

13. PUBLIC RECORDS: Nothing herein shall limit or waive Licensee's responsibilities as a Government Agency provided for under Florida's Public Record Laws, specifically, but not limited to Florida State Statute 119.0701.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EITHER PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CHERRIE MCABEE
DIRECTOR,CENTRAL RECORDS
CMCABEE@SHERIFFLEEFL.ORG
14750 SIX MILE CYPRESS PKWY.
FORT MYERS, FLORIDA 33912(239) 477-1369

CHELSEA O'RILEY, CDM, CFM, MPA
DISTRICT MANAGER
GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
11137/301 GATEWAY BLVD.
FORT MYERS, FL 33913
(239) 561-1313, EXT. 212

14. NOTICES: All notices required hereunder shall be in writing and may be delivered by personal service to the other party (in which case such notice shall be deemed delivered as of the day of such delivery), sent by overnight delivery service (in which case such notice shall be deemed delivered as of the date of delivery, attempted delivery or rejection), or sent postage prepaid by certified mail, return receipt requested (in which case such notice shall be deemed delivered as of the third day after the date of such mailing), to the address set forth to the intended party at:

LICENSOR:
Gateway Services Community Development District
Attention: Chelsea O'Riley, CDM, CFM, MPA
District Manager
11137 Gateway Blvd.
Fort Myers, FL 33913
(239) 561-1313, ext. 212

LICENSEE:
Lee County Sheriff's Office
Attention: Abbi J. Smith
Chief Legal Counsel
14750 Six Mile Cypress Parkway
Fort Myers, FL 33912
(239) 477-1294

15. SEVERABILITY: If any term or provision of this License or any portion of a term or provision hereof or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this License shall not be affected thereby, and each term and provision of this License and each portion thereof shall be

valid and enforceable to the fullest extent permitted by law.

16. CAPTIONS AND TERMS: The captions and section numbers appearing in this License are for convenience only and are not a part of the License and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms and provisions of this License, nor in any way affect this License.

17. UTILITIES & WASTE/TRASH REMOVAL: In the event utilities, waste and/or trash removal for the Property are collected separately, Licensee shall be solely responsible for contracting for such separately provided service and shall pay all costs directly to the service provider.

18. INDEMNIFICATION: Subject to the limitations set forth in Section 768.28, Florida Statutes, Licensee shall indemnify, defend and hold Licensor harmless from and against any and all loss, cost, damage, injury or expense arising out of or in any way related to claims of injury to or death of persons, or damage to property caused by the Licensee's negligent use or occupancy of the Property or activities of Licensee in or about the Property, except to the extent such claims arise from the negligence of Licensor.

19. SOVEREIGN IMMUNITY: Notwithstanding, nothing in this License or any attachments, exhibits, amendments or any other document referenced or incorporated in this License is intended to, nor will be interpreted, as waiving any rights, defenses or limitations of liability or damages afforded Licensor or Licensee, nor extending, or expanding Licensor or Licensee's liability or damages beyond the limits enumerated in Section 768.28, Florida Statutes. Enumerated limits will be applicable to all claims and/or defenses including, but not limited to, those arising under contract or tort.

20. GOVERNING LAW: The validity, interpretation and enforcement of this License and any Exhibits incorporated and all claims arising from and/or related to this License as well as all claims between the parties will be exclusively governed by and construed in accordance with the laws of the United States and Florida. Any litigation related to this License in any way, including, but not limited to, enforcement of the terms, rights, duties, and obligations imposed, will lie exclusively in a Florida state court of appropriate jurisdiction situated in Lee County, Florida.

21. E-VERIFY: ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Licensee, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
    1. Licensee shall require each of its subcontractors to provide Licensee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Licensee shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention of this AGREEMENT.

2. Licensor, Licensee, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. Licensor, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Licensee otherwise complied, shall promptly notify Licensee and Licensee shall immediately terminate the contract with the subcontractor.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Licensee acknowledges that upon termination of this AGREEMENT by Licensor for a violation of this section by Licensee, Licensee may not be awarded a public contract for at least one (1) year. Licensee further acknowledges that Licensee is liable for any additional costs incurred by Licensor as a result of termination of any contract for a violation of this section.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year written below.

LICENSOR:
Gateway Services Community Development District
11137/301 Gateway Blvd.
Fort Myers, FL 33913

By: _____

Name:_____

Title: _____

Date: _____

LICENSEE:

Lee County Sheriff's Office
14750 Six Mile Cypress Parkway
Fort Myers, FL 33912

By: _____

Name:_____

Title: _____

Date: _____

EXHIBIT A

11137/301 GATEWAY BLVD
FORT MYERS FL 33913

PARL LYING IN SEC 6+7 DESC OR 2554/3617

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.A**

Second Supplemental Engineers Report - Series 2026 Project

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Review and discuss the final Second Supplemental Engineers Report Series 2026 Project for the 2026 Bond Series - Gateway Assessment Area and provide District Engineer and District Staff input.

Why the action is necessary:

Review the final Second Supplemental Engineers Report Series 2026 Project for the 2026 Bond Series - Gateway Assessment Area

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Chelsea O'Riley

---

Attachments:

1. Second Supplemental Engineers Report Series 2026 Project

6. **Alternative Action**:

Do nothing.

7. **Staff Recommendations**:

Review and provide input and approve.

Second Supplemental Engineer's Report for the Gateway Services Community Development District:

Series 2026 Project

#200-37678-26014

September 14, 2026

FOR:

Gateway Services Community Development District Board of Supervisors:

Doug Banks,	Supervisor
Carol Pankau	Supervisor
Flavia Walsh,	Chair
Ed Tinkle,	Vice Chair
Bob Geppert,	Supervisor

PREPARED BY:

Tetra Tech

10600 Chevrolet Way,
Suite 102
Estero, FL
33928

P (239) 390-1467
F (239) 390-1769
tetratech.com
E.B. #2429

2026.09.14
15:24:46-04'00'

STEVEN J. AGAPI
LICENSE
No. 88612
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Steven Agapi on the date adjacent to the seal.

Signatures must be verified on any electronic copies.

TABLE OF CONTENTS

1.0 INTRODUCTION 1
1.1 Series 2026 Project Description 1
1.2 Report Purpose and Authorization 3
1.3 Series 2026 Project Location and Benefit Area 3
1.4 Series 2026 Project Scope 3
2.0 ADMINISTRATIVE 5
2.1 Gateway Boulevard Fence at Commons 5
3.0 WATERWAY MANAGEMENT 6
3.1 Surface Water Aerators: Lake 114 6
4.0 ROADWAY 7
4.1 Monument Upgrades 7
4.2 Griffin Drive Sidewalk 8
4.3 Griffin Drive and Gateway Boulevard Landscaping and Planting 8
4.4 Treeline Avenue Sidewalk 8
4.5 Master Irrigation Renovation 8
5.0 PARKS AND RECREATION 9
5.1 Sherman Soccer Complex Additional Parking Lot 9
5.2 Gateway Commons Park Amenities 9
5.3 Sherman Soccer Complex Field Lighting 10
5.4 Linear Park Improvements 10
6.0 TOTAL ESTIMATED COST OF SERIES 2026 PROJECT 11

LIST OF TABLES

Table 1-1. Series 2026 Project Permits Required by Permitting Agency. 2
Table 2-1. Summary of Administrative Projects/Series 2026 Project. 5
Table 3-1. Summary of Waterway Management Projects/Series 2026 Project. 6
Table 4-1. Summary of Roadway Projects/Series 2026 Project. 7
Table 5-1. Summary of Parks and Recreation Projects/Series 2026 Project. 9
Table 6-1. Summary of Series 2026 Project. 11

APPENDIX A – SERIES 2026 PROJECT SPREADSHEET

APPENDIX B – FIGURES

Figure 1-1 Gateway Services Community Development District Boundary Map
Figure 1-2 Assessment Areas Boundaries Map

Figure 2-1 Administrative Projects

Figure 3-1 District Managed Lakes

Figure 4-1 District Road Ownership/Maintenance Responsibility
Figure 4-2 Road Resurfacing/Repair Projects
Figure 4-3 Master Irrigation Renovation Projects

Figure 5-1 Parks and Recreation Projects

ACRONYMS/ABBREVIATIONS

Acronyms/Abbreviations	Definition
ADA	Americans with Disabilities Act
CIP	Capital Improvement Plan
District	Gateway Services Community Development District
GIS	Geographical Information System
POPCC	Preliminary Opinion of Probable Construction Cost
RAB	Roundabout
SFWMD	South Florida Water Management District

1.0 INTRODUCTION

1.1 SERIES 2026 PROJECT DESCRIPTION

The Gateway Services Community Development District (the "District") was established on May 22, 1986. More than 10,000 residents now live in the District. The District encompasses approximately 4,488 acres of land, with 140 lakes and ponds and approximately 34 conservation areas which serve as the backbone for the stormwater management system.

This report supplements the Amended and Restated Master Engineer's Report, which established a 10-year Capital Improvement Plan for fiscal years 2022 through 2031, and the First Supplemental Engineer's Report dated December 1, 2022, which described the Series 2023 Project. The Master Engineer's Report set forth information about the District's 10-year Capital Improvement Plan (the "CIP"). The projects described in this report (the "Series 2026 Project") are a portion of the CIP and reflects the current plans of the District for implementing projects within the following four District Departments: Administrative, Parks and Recreation, Waterway Management, and Roadway. This report is presented in sections which describe the Series 2026 Project needs for each Department.

As described in further detail in Section 6.0, the total estimated cost for the Series 2026 Project is $8,705,000. Project cost is not necessarily the par amount of the bonds and that final bond sizing will be determined by the District's finance team. The full Series 2026 Project is included as **Appendix A**.

All CIP projects included in the Series 2026 Project are expected to be completed by the end of FY 2029, with the proceeds of the 2026 Bonds available to fund projects included in the Series 2026 Project being spent not later than three years after the date of issuance of the 2026 Bonds.

The opinions of probable cost within this report have been prepared based upon the best available information at the time of report publication. Actual costs may vary from the estimates presented in this report.

The design and permitting of the Series 2026 Project improvements is ongoing at this time. Permits and approvals are required from Lee County, Florida, the City of Fort Myers, and the South Florida Water Management District, as summarized in **Table 1-1**. There is no reason to believe any such permitting and approvals remaining to be obtained will not be obtained in the ordinary course as and when needed to permit the Series 2026 Project to be implemented in the manner described in this report.

For purposes of the Master Engineer's Report and this report and in order to implement the CIP, two distinct assessment areas within the District have been established, to wit: the "Gateway Assessment Area", which corresponds to the Gateway community within the unincorporated areas of the District, and the "Pelican Preserve Assessment Area", which corresponds to the Pelican Preserve community within the City of Fort Myers in the District. The Pelican Preserve Assessment Area and the Gateway Assessment Area are sometimes referred to herein as the "Assessment Areas" and individually as an "Assessment Area." The boundaries of each of the Assessment Areas are shown on **Figure 1-2** in **Appendix B**.

The District plans to finance and refinance a portion of the costs associated with the Series 2026 Project through the issuance of the 2026 Bonds.

Table 1-1. Series 2026 Project Permits Required by Permitting Agency.

Project	Lee County Limited Development Order	Lee County Department of Transportation Right of Way	Lee County Building Permits	City of Fort Myers	South Florida Water Management District	National Pollutant Discharge Elimination System
Administrative						
Fence along Gateway Boulevard – Commons			X			
Waterway Management						
Surface Water Aerators			X			
Roadway						
Monument Upgrades	X		X			
Griffin Sidewalk	X				X	
Treeline Sidewalk	X			X	X	
Griffin Landscaping and Planting		X				X
Master Irrigation Renovation		X				X
Parks & Recreation						
Additional Parking at Soccer Complex	X				X	
Gateway Commons Park Amenities	X				X	
Sherman Soccer Complex Field Lights with Control Link	X		X			
Linear Park Improvements	X				X	

1.2 REPORT PURPOSE AND AUTHORIZATION

This Second Supplemental Engineer's Report is prepared to describe the project components and estimated costs of the Series 2026 Project.

The District is governed by a five-member Board of Supervisors who are qualified electors and elected by qualified electors of the District. The current Board is comprised of the following members:

Flavia Walsh,	Chair	Term ends 11/2028	Elected 11/2024
Ed Tinkle,	Vice Chair	Term ends 11/2028	Elected 11/2024
Doug Banks,	Supervisor	Term ends 11/2026	Elected 11/2022
Bob Geppert,	Supervisor	Term ends 11/2028	Elected 11/2024
Carol Pankau,	Supervisor	Term ends 11/2026	Elected 11/2022

The Series 2026 Project and the Issuance of the 2026 Bonds will be authorized by the Board prior to the issuance of the 2026 Bonds.

1.3 SERIES 2026 PROJECT LOCATION AND BENEFIT AREA

The District is located in Lee County, Florida, with a portion located in the boundaries of the City of Fort Myers, Florida. The District is bounded on the east by State Road 82, on the west side by Treeline Avenue, on the south by Daniels Parkway, and to the north by Colonial Boulevard and SR 82. The land within the District is just north of the Southwest Florida International Airport and east of Jet Blue Park. The 2026 Project areas are located within the District boundary shown on **Figure 1-1** provided in **Appendix B**.

The District is and will be the owner, at times easement holder, and operator of certain roads, conservation areas, lakes (ponds), and facilities that are described in this report.

Unless otherwise noted, all components of the Series 2026 Project benefit the assessable property in the District comprising the Gateway and Pelican Preserve Assessment Areas depicted on **Figure 1-2.**

1.4 SERIES 2026 PROJECT SCOPE

The District owns and maintains various facilities throughout the Assessment Areas, including surface water management components, sidewalks, roads, streetlights, road signs, landscaping, and recreational facilities. As the initial community improvements were installed over 30 years ago, many of the District's assets/amenities are aging and in need of repair and/or replacement. In furtherance thereof, the District has previously approved the Master Engineer's Report and the CIP described therein.

More specifically, the District has indicated that it intends to fund the Series 2026 Project, comprised of a portion of the CIP, in the four categories described below for the benefit of the applicable benefitting Assessment Area:

- Administrative (benefitting the Gateway and Pelican Preserve Assessment Area)
- Waterway Management (benefitting the Gateway and Pelican Preserve Assessment Area)
- Roadway (benefitting the Gateway and Pelican Preserve Assessment Area)
- Parks and Recreation (benefitting the Gateway and Pelican Preserve Assessment Area)

2.0 ADMINISTRATIVE

The District is planning to fund one project within the administrative category as part of the Series 2026 Project. **Table 2-1** lists this planned project. The location of the administrative project included in the Series 2026 Project is shown on **Figure 2-1** provided in **Appendix B**. The District's assessment consultant has determined that costs of the project within the administrative category will be allocated to the Gateway and Pelican Preserve Assessment Areas. The cost of which will be proportionately allocated to the Assessment Areas in a manner outlined by the assessment consultant in a report to the Board of Supervisors. The Administrative Project included in the Series 2026 Project represent a portion of the administrative projects in the CIP.

Table 2-1. Summary of Administrative Projects/Series 2026 Project.

Project	Estimated Costs
Gateway Boulevard Fence at Gateway Commons	$200,000
Administrative Total	**$200,000**

2.1 GATEWAY BOULEVARD FENCE AT COMMONS

The District is implementing a series of phased improvements at The Commons, located at 11301 Gateway Boulevard, including the construction of a new administrative building and expansion of recreational opportunities which enhance community amenities for residents and property owners. Planned improvements include a new administrative building, sports courts, additional parking areas, picnic pavilions, restroom facilities, walking trails, playground equipment, and other shared-use features. Construction of these improvements is currently underway. As part of these ongoing enhancements, the District proposes the installation of security fencing along Gateway Boulevard at The Commons. The fencing is limited to the property's Gateway Boulevard frontage and is intended to enhance aesthetics, provide a defined boundary along the roadway, and support the long-term operation of the site. The Gateway Boulevard Fence at The Commons is included as an administrative component of the Series 2026 Project. The location of the proposed Gateway Boulevard Fence is shown in **Figure 2-1**. The estimated cost of this Series 2026 Project component is $200,000 which is based on contractor quotes provided to Gateway.

3.0 WATERWAY MANAGEMENT

The District is planning to fund one project within the Waterway Management category as part of the Series 2026 Project. **Table 3-1** lists this planned project. This project benefits the Gateway and Pelican Preserve Assessment Areas. The Waterway Management Projects included in the Series 2026 Project represent a portion of the waterway management projects in the CIP.

Within the District there are 140 stormwater management lakes and five flow ways which are connected by a series of conveyance systems as shown on **Figure 3-1** provided in **Appendix B**. These conveyance systems consist of various size storm drainage piping, control structures, weirs, swales, and flow ways. In general, the purpose of these lakes is to prevent flooding of the improved areas of the District, and to provide treatment for stormwater which they retain. Stormwater runoff throughout the District is conveyed into these lakes where it can be stored and treated prior to discharge into the Six Mile Cypress Slough Preserve.

There are 711 acres of District maintained lakes. These stormwater management lakes benefit all properties within the District, not just the properties surrounding the lakes. All the stormwater from the improved properties and roadways in the District are eventually conveyed into these lakes prior to discharging into the flow way systems.

Table 3-1. Summary of Waterway Management Projects/Series 2026 Project.

Project	Estimated Costs
Surface Water Aerators: Lake 114	$55,000
Waterway Management Total	**$55,000**

3.1 SURFACE WATER AERATORS: LAKE 114

The precise location for installation of the aerator is Lake 114 as seen in **Figure 3-1**. The District has budgeted for one surface water aeration system to be installed in flow ways and/or lakes. Most of the costs incurred will be for electrical improvements and transformer installation through Florida Power and Light (FPL). The Surface Water Aerator Project included in the Series 2026 Project represents a portion of the surface water aerators projects in the CIP. The estimated cost to design, permit, furnish, and install the surface water aeration system for Lake 114 is $55,000 which is based on contractor quotes provided to Gateway.

4.0 ROADWAY

The District is planning to fund five projects within the roadway funding category as part of the Series 2026 Project. **Table 4-1** lists these planned projects, all of which benefit the Gateway and Pelican Preserve Assessment Areas. The Roadway Projects included in the Series 2026 Project represent a portion of the roadway projects in the CIP.

The District maintains the roads and rights-of-way, with sidewalks for most of Pelican Preserve, and various roads elsewhere in the Gateway community. Gateway is also responsible for maintaining the landscaping and irrigation within the Lee County owned right-of-way along Gateway Boulevard and Griffin Drive. Roads maintained by the District are shown on **Figure 4-1** provided in **Appendix B**. The roadway projects listed in **Table 4-1** provide residents, businesses, and property owners in the Gateway and Pelican Preserve Assessment Area with improved access to facilities, businesses, and residences throughout the Gateway and Pelican Preserve Assessment Areas. The Master Irrigation Renovation landscape project listed in **Table 4-1** improves the reliability, efficiency, and control of roadway right-of-way irrigation.

Table 4-1. Summary of Roadway Projects/Series 2026 Project.

Project	Estimated Costs
Monument Upgrades	$150,000
Griffin Drive Sidewalk	$350,000
Treeline Avenue Sidewalk	$400,000
Griffin Drive and Gateway Boulevard Landscaping and Planting	$850,000
Master Irrigation Renovation*	$3,900,000
Roadway Total	**$5,650,000**

*The total estimated cost of this project is $5,900,000, of which $2,000,000 will be funded from a prior bond issuance.

4.1 MONUMENT UPGRADES

The District is planning to add a monument in the roundabout (RAB) where Commerce Lakes Drive intersects with Gateway Boulevard and at the Gateway High School roundabout This will be a welcome sign into the community. The Commerce RAB Monument and the High School RAB Monument project was included in the Series 2026 Project list and the location of the sign is shown **Figure 4-2** provided in **Appendix B**. The estimated cost of this Series 2026 Project component is $80,000.

The District is also planning to enhance two (2) roundabouts through the installation of new turf landscaping. The first roundabout, referred to as the Commerce RAB, is located at the intersection of Commerce Lakes Drive and Gateway Boulevard. The second, referred to as the High School RAB, is located on Griffin Drive immediately east of the main entrance to Gateway High School. This project includes the installation of new turf and associated landscape improvements necessary to support and complement the proposed enhancements. The Commerce RAB and High School RAB Turf Landscaping Upgrades are proposed for inclusion in the Series 2026 Project and are shown on **Figure 4-3** in **Appendix B**. The estimated cost of this Series 2026 Project component is $70,000.

The total estimated cost of the Monument Upgrades Project components is $150,000, which is based on contractor quotes provided to Gateway.

4.2 GRIFFIN DRIVE SIDEWALK

The Griffin Drive Sidewalk project consists of asphalt sidewalk for a public pathway proposed to be located within the right-of-way of Griffin Drive on the east side between the southern driveway of Gateway Elementary School and the southwest side of Timbermarsh Court, approximately 1,500 linear feet. Permitting will be required from Lee County (Development Order). An exemption from South Florida Water Management District Environmental Resource Permitting is assumed. Site design is anticipated to include sidewalk alignment, minor site grading, accessibility ramps, and crosswalks as needed. This project is at 90% design currently. The project will also require construction engineering and inspections and construction project management. The Griffin Sidewalk project to be included in the Series 2026 Project is shown on **Figure 4-2** provided in **Appendix B**. The estimated cost of this Series 2026 Project component is $350,000.

4.3 GRIFFIN DRIVE AND GATEWAY BOULEVARD LANDSCAPING AND PLANTING

The District is responsible for maintaining the landscaping within the Griffin Drive and Gateway Boulevard right-of-way and implements landscaping and planting improvements on an as-needed basis. The Griffin Drive and Gateway Boulevard Landscaping and Planting project includes new landscape plantings, sod and landscape enhancements along Griffin Drive and Gateway Boulevard. To support the design and implementation of these improvements, the District has retained Tetra Tech with supporting sub-consultant services from Kapur & Associates. The subconsultant has completed the 90% design phase and is preparing to advance the project to construction. The Griffin Drive Landscaping and Planting Project proposed for inclusion in the Series 2026 Project is depicted in **Figure 4-2** in **Appendix B**. The majority of the project cost is associated with the removal and replacement of existing sod throughout the project corridor along Griffin Drive with selected plantings along Gateway Boulevard. The estimated cost of this project component is $850,000. It should be noted that this project is in tandem with the Master Irrigation Renovation.

4.4 TREELINE AVENUE SIDEWALK

The Treeline Avenue Sidewalk project consists of concrete pavement for a public pathway proposed to be located within the Lee County owned right-of-way of Treeline Avenue on the west side between the southern driveway of Winn Dixie and the north side of Bradmore Road, approximately 1,300 linear feet. Permitting will be required from the City of Fort Myers (Development) and Lee County (Right-of-Way). An exemption from South Florida Water Management District Environmental Resource Permitting is assumed. Site design is anticipated to include sidewalk alignment, minor site grading, accessibility ramps, and crosswalks if needed. This project is still in preliminary design stages as of now. The project will also require construction engineering and inspections and construction project management. The Treeline Sidewalk project to be included in the Series 2026 Project is shown on **Figure 4-2** provided in **Appendix B**. The estimated cost of this Series 2026 Project component is $400,000.

4.5 MASTER IRRIGATION RENOVATION

The District has an ongoing services contract to operate and maintain the District's landscape irrigation system. The service provider is preparing a phased master plan for the replacement of the controller system, and the CIP includes costs to implement that plan. The phased master plan is for four irrigation controllers that will replace the approximately 15 current controllers. The new system will be web-based capable of being managed/monitored remotely. The proposed project includes full flow and pressure monitoring along with rain catch and soil sensor technology for best water management practices. It is the intent of the District to repair/replace any and all lines as they have not been maintained since their installation. The master irrigation renovation projects to be included in the Series 2026 Project are shown on **Figure 4-3** provided in **Appendix B**. The total estimated cost of this project is $5,900,000, of which $2,000,000 will be funded from remaining proceeds of the 2023 Bond Series which is a prior bond issuance (other funds). Therefore, the estimated amount to be financed through the Series 2026 bonds is $3,900,000.

5.0 PARKS AND RECREATION

The District is planning to fund four projects within the Parks and Recreation category as part of the Series 2026 Project, all of which benefit both the Gateway and Pelican Preserve Assessment Areas. **Table 5-1** lists these projects. The location of the parks and recreation facilities included in the Series 2026 Project are shown on **Figure 5-1** provided in **Appendix B**. The Parks and Recreation Projects included in the Series 2026 Project represent a portion of the parks and recreation projects in the CIP.

District parks and recreation facilities include the Gateway Commons, the FPL Linear Park, and the Sherman Soccer Complex and Dog Park. The Gateway Commons, located at 11301 Gateway Boulevard, contains the heated 25-meter-long community pool with a designated lap lane, covered picnic areas, and parking. The FPL Linear Park includes a walking/biking trail. The Sherman Soccer Complex located at 13260 Griffin Drive has four regulation and one junior size soccer fields, a playground, covered picnic areas, restrooms, parking, and a concession stand.

Table 5-1. Summary of Parks and Recreation Projects/Series 2026 Project.

Project	Estimated Costs
Sherman Soccer Complex Additional Parking	$1,200,000
Gateway Commons Park Amenities	$700,000
Sherman Soccer Complex Field Lighting with Control Link	$700,000
Linear Park Improvements	$200,000
Parks and Recreation Total	**$2,800,000**

5.1 SHERMAN SOCCER COMPLEX ADDITIONAL PARKING LOT

The District plans to add additional parking areas and stormwater infrastructure at the Sherman Soccer Complex. The project scope includes the construction of a 96-space parking lot along with site grading, a stormwater system, and lighting improvements. The proposed parking lot is to be located south of the existing soccer fields at the Sherman Soccer Complex. Along with a Lee County Development Order, the proposed parking lot expansion will require an environmental resource permit (ERP) with South Florida Water Management District (SFWMD). The District is completing final design and requires the funds for construction, construction engineering inspection and construction administrative services. The estimated cost of this Series 2026 Project component is $1,200,000. The Sherman Soccer Complex Additional Parking location is shown in **Figure 5-1**.

5.2 GATEWAY COMMONS PARK AMENITIES

The District has roughly 15 acres of recreational area at the Commons. The District is currently constructing improvements at the Commons park which include: sports courts, trails, pavilions, playgrounds and other amenities. As part of the Series 2026 Project the District will be relocating the Dog Park from the Sherman Soccer Complex to the Commons Park and making turf improvements by installing Palmetto Sod and making irrigation improvements. The Dog Park improvements will include: design, permitting, fencing, electrical improvements, water supply, concrete work, structures, and seating. The estimated cost of this Series 2026 Project component is $650,000. The Gateway Commons Park Amenities project location is shown in **Figure 5-1**.

The District plans to add a security system and cameras to the Recreational Area in the Gateway Commons. With additional amenities being added to the Gateway Commons, the District wants to add a security system for protective measures, benefiting the safety of all residents in the District. The estimated cost of this Series 2026 Project component is $50,000. The Gateway Commons Security System & Cameras project location is shown in **Figure 5-1**.

The total estimated cost of the Gateway Commons Park Amenities Project components is $700,000 which is based on contractor quotes provided to Gateway.

5.3 SHERMAN SOCCER COMPLEX FIELD LIGHTING

The District plans to add field lighting with remote control link at the Sherman Soccer Complex. The District plans to include sports lighting, playground lighting, and pole straightening within the scope of this project. The control link is a remote-control system that will give the District the ability to monitor and control the lighting system with an on/off and dimming (high/medium/low) features. This project includes replacement of a 15+ year old lighting system of the fields. The estimated cost of this Series 2026 Project component is $700,000 which is based on contractor quotes provided to Gateway. The Sherman Soccer Complex Field Lighting project location is shown in **Figure 5-1**.

5.4 LINEAR PARK IMPROVEMENTS

The District has identified several potential improvements to Linear Park for further evaluation as part of its ongoing capital improvement planning efforts. These improvements are intended to enhance park visibility, access, communication, and recreational opportunities for residents. The improvements described below are preliminary in nature and are not intended to represent a commitment by the District to complete any specific project. Individual improvements may advance, be modified, deferred, or not pursued based on the results of additional planning, studies, design, permitting, cost evaluation, funding availability, and future District consideration.

Potential improvements include the installation of park identification and wayfinding signage at the Linear Park trailhead and other park entrances to improve public awareness and access to the trail system. Depending on project priorities and coordination with other District improvements, staff may advance certain signage improvements independently of the Commons Park project.

The District is also considering the acquisition of a mobile LED message sign to support public communication related to recreational programming, community events, safety notifications, park improvements, and other District activities. If acquired, the sign could be utilized throughout the District, including at Linear Park and other District-owned facilities.

Additional potential improvements include the installation of fitness stations or similar recreational amenities within Linear Park. The location, type, and timing of these improvements would be determined through further planning and evaluation and may be coordinated with completion of the Commons Park project or other District initiatives.

The Series 2026 Project includes a planning-level budget allowance of approximately $200,000 for potential Linear Park improvements. This funding is intended to provide the District with the ability to initiate planning, design, studies, procurement, or construction of selected improvements as they are further developed and approved. Inclusion of this budget allowance does not obligate the District to undertake all of the improvements described above or to expend the full amount. The Linear Park Improvements project location is shown in **Figure 5-1**.

6.0 TOTAL ESTIMATED COST OF SERIES 2026 PROJECT

The total estimated cost of the Series 2026 Project is $8,705,000. Project cost is not necessarily the par amount of the bonds and that final bond sizing will be determined by the District's finance team. This estimated cost includes the cost of improvements that have been or will be constructed prior to the issuance of the 2026 Bonds and funded by the District with its available funds. A summary of the costs of the Series 2026 Project is presented in **Table 6-1**. The full Series 2026 Project estimated cost and status are included as **Appendix A**.

Table 6-1. Summary of Series 2026 Project.

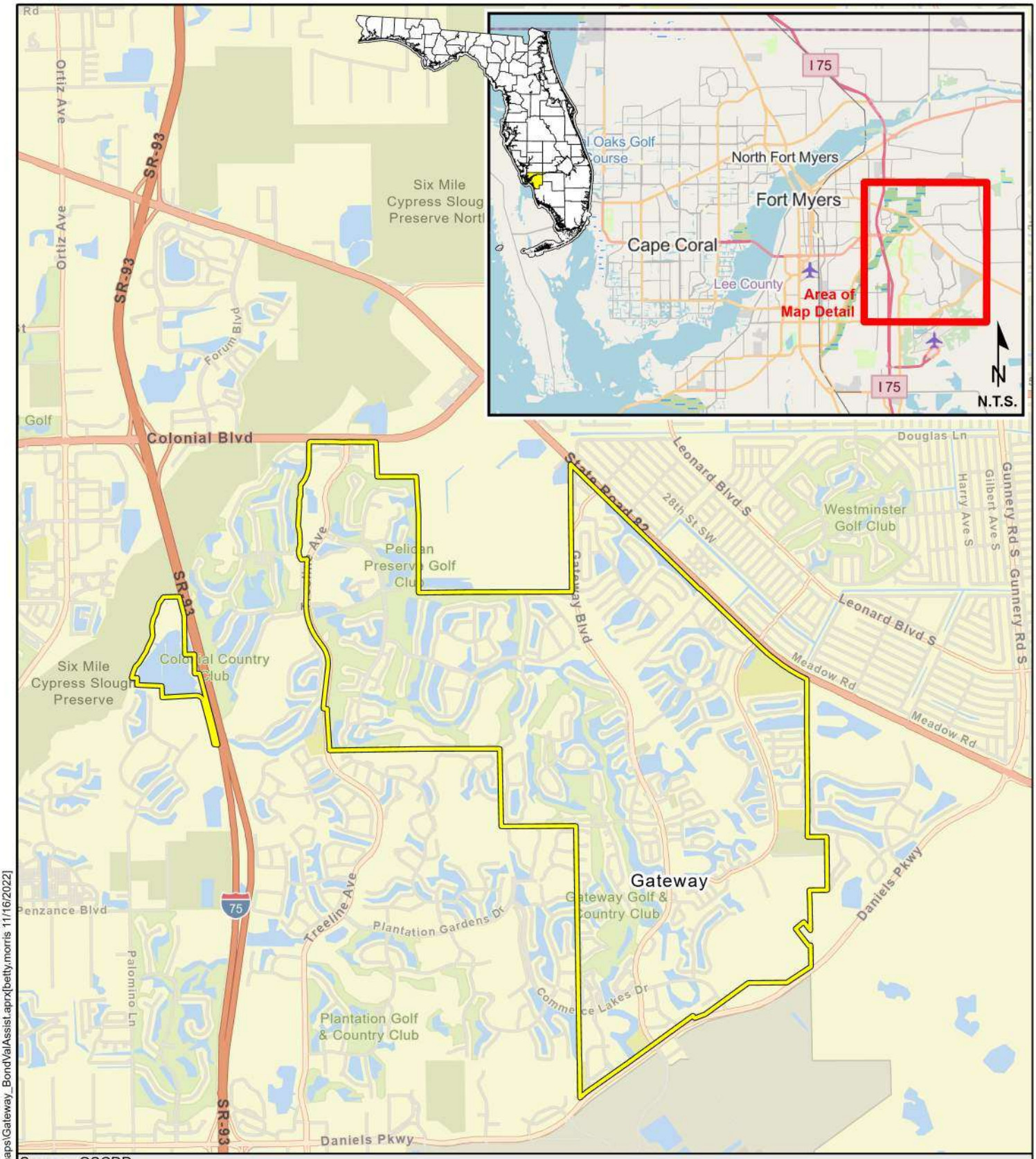
Category	Estimated Costs
Administrative	$200,000
Waterway Management	$55,000
Roadway	$5,650,000
Parks & Recreation	$2,800,000
Total	**$8,705,000**

APPENDIX A – SERIES 2026 PROJECT SPREADSHEET

Series 2026 Project Summary			
Report Section	Department / Project Description	Status	FY2026 Amount
	Administration		
2.1	Gateway Blvd Fence at Commons	Under Construction	$200,000
		Administration Total	**$200,000**
	Waterway Management		
3.1	Surface Water Aerators - LK 114	Future Planned Work	$55,000
		Waterway Management Total	**$55,000**
	Roadway		
4.1	Monument Upgrades	Future Planned Work	$150,000
4.2	Griffin Drive Sidewalk	Under Design	$350,000
4.3	Griffin Drive and Gateway Boulevard Landscaping and Planting	Under Design	$850,000
4.4	Treeline Avenue Sidewalk	Under Design	$400,000
4.5	Master Irrigation Renovation*	Under Design	$3,900,000
		Roadway Total	**$5,650,000**
	Parks and Recreation		
5.1	Sherman Soccer Complex Additional Parking	Under Design	$1,200,000
5.2	Gateway Commons Park Amenities	Under Design	$700,000
5.3	Sherman Soccer Complex Field Lighting	Under Design	$700,000
5.4	Linear Park Improvements	Future Planned Work	$200,000
		Parks and Recreation Total	**$2,800,000**
		Total FY2026	**$8,705,000**

***The total estimated cost of this project is $5,900,000, of which $2,000,000 will be funded from a prior bond issuance.**

APPENDIX B – FIGURES



Source: GSCDD

LEGEND

Gateway Services Community Development District

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TETRA TECH

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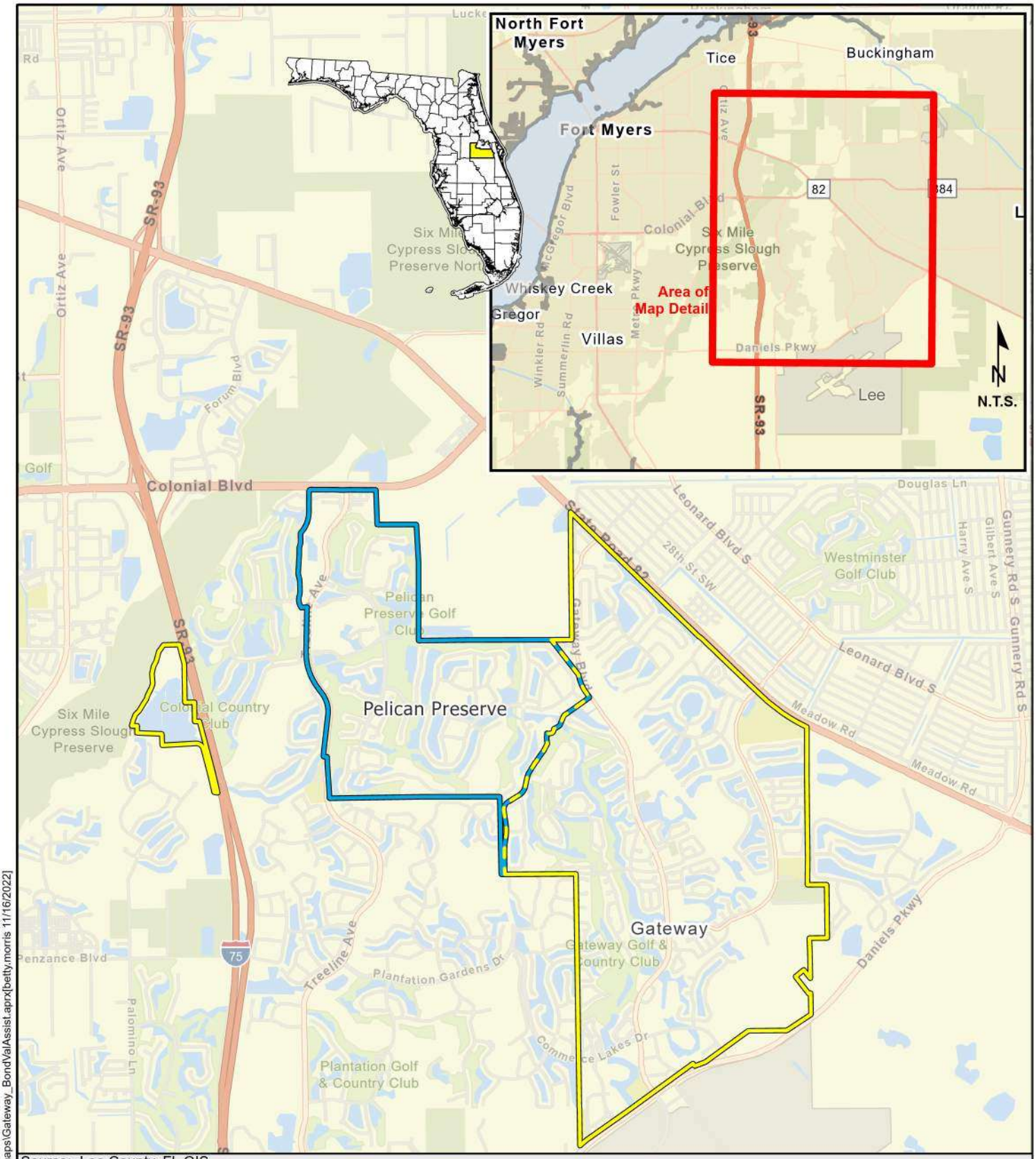
0 4,500

Feet

GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT BOUNDARY MAP

FIGURE 1-1



Source: Lee County, FL GIS

LEGEND

Assessment Area Boundaries

- Gateway Assessment Area
- Pelican Preserve Assessment Area

TETRA TECH

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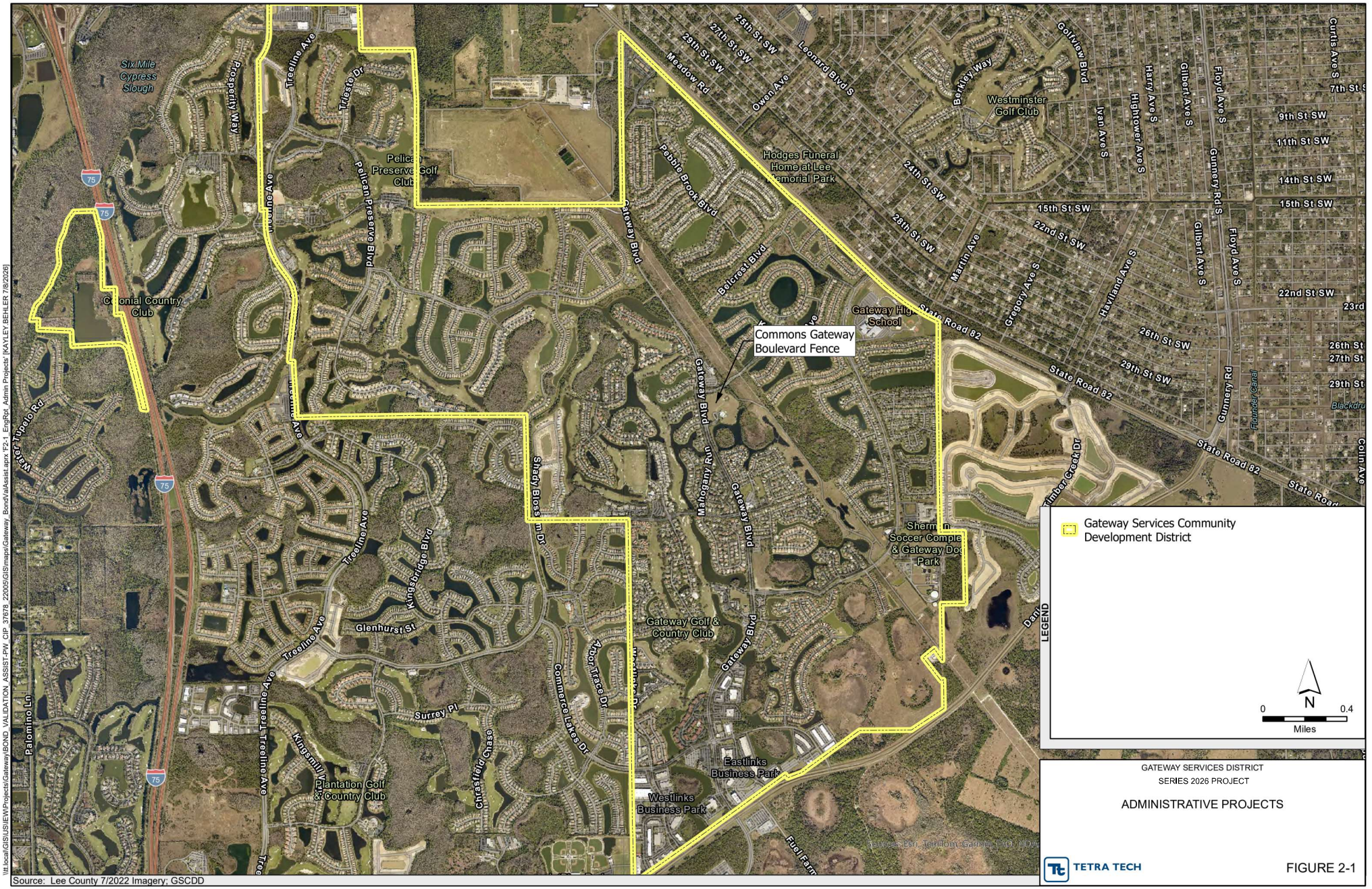
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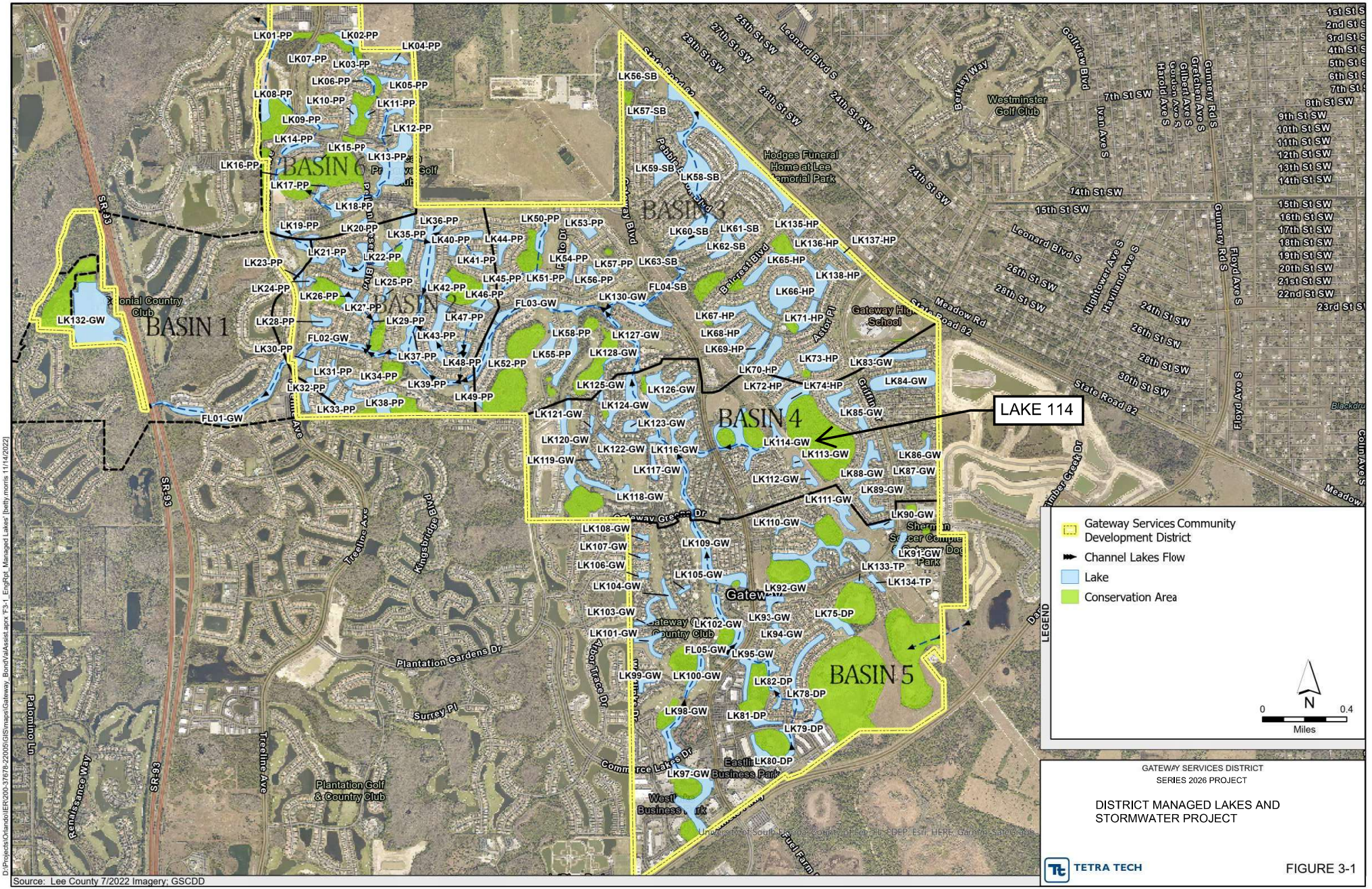
GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT

ASSESSMENT AREAS BOUNDARIES MAP

FIGURE 1-2

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Commons Gateway Boulevard Fence
Gateway Services Community Development District
LEGEND
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0.4
Miles
GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT
ADMINISTRATIVE PROJECTS
TETRA TECH
FIGURE 2-1
Source: Lee County 7/2022 Imagery; GSCDD
\\tt-local\GIS\SIEW\Projects\Gateway\BOND_VALIDATION_ASSIST-PW_CIP_37678_22005\GIS\maps\Gateway_BondValAssist.aprx: F2-1 EngRpt_Admin Projects: [KAYLEY.BEHLER 7/8/2026]



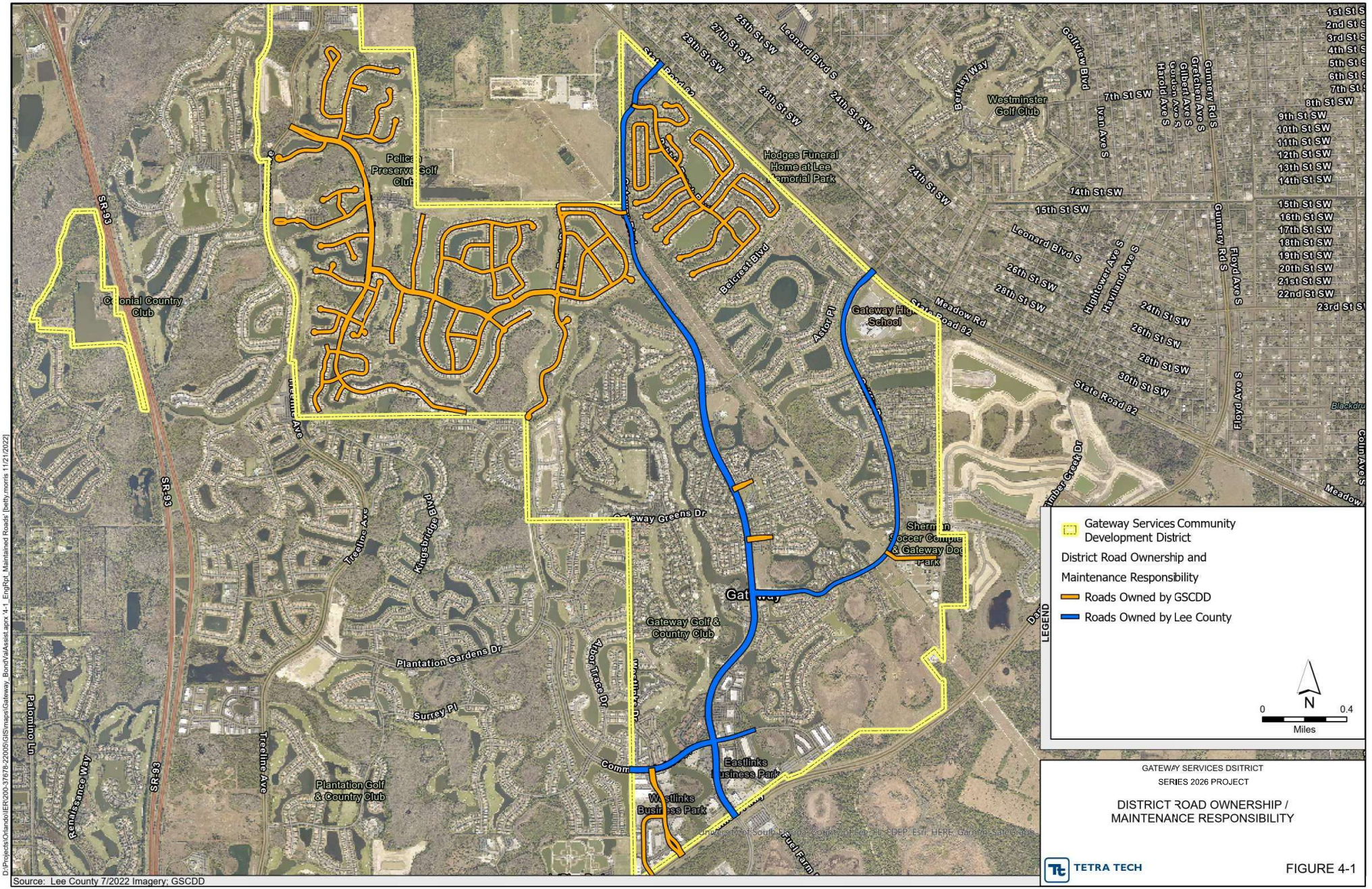
GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT

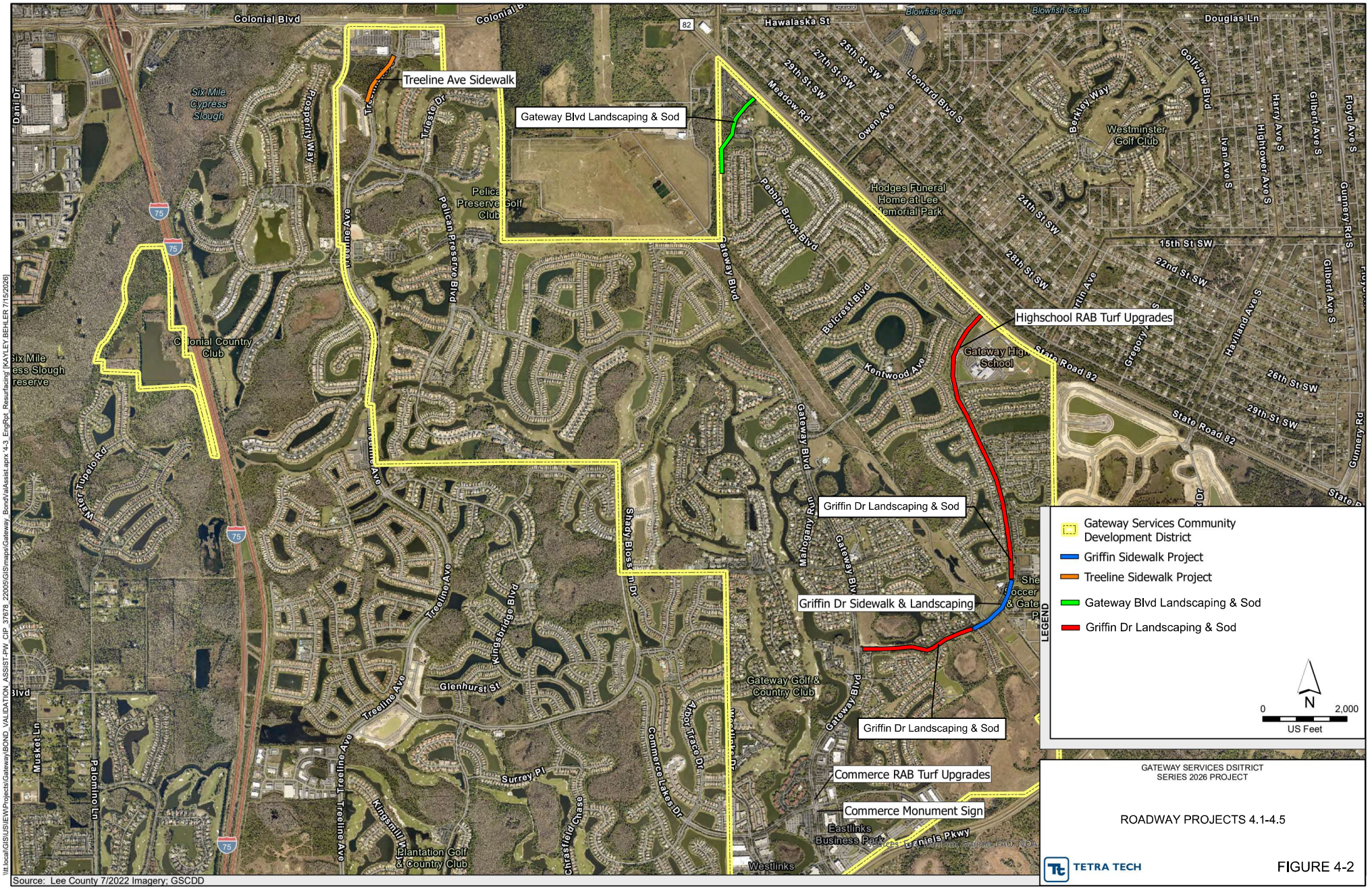
DISTRICT MANAGED LAKES AND STORMWATER PROJECT

TETRA TECH

FIGURE 3-1

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Gateway Services Community Development District
District Road Ownership and Maintenance Responsibility
Roads Owned by GSCDD
Roads Owned by Lee County
LEGEND
N
0
0.4
Miles
GATEWAY SERVICES DSITRICT
SERIES 2026 PROJECT
DISTRICT ROAD OWNERSHIP / MAINTENANCE RESPONSIBILITY
TETRA TECH
FIGURE 4-1
Source: Lee County 7/2022 Imagery; GSCDD
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Gateway Greens Dr
Plantation Gardens Dr
Surrey Pl
Treeline Ave
Kingsbridge Blvd
Palomino Ln
Renaissance Way
Plantation Golf & Country Club
Gateway Golf & Country Club
Eastlinks Business Park
Westlinks Business Park
Colonial Country Club
Pelican Preserve Golf Club
Hodges Funeral Home at Lee Memorial Park
Westminster Golf Club
Gateway High School
Sherman Soccer Complex & Gateway Dog Park
Astor Pl
Belcrest Blvd
Leonard Blvd S
Meadow Rd
State Road 82
Floyd Ave S
Gunnery Rd S
Golfview Blvd
Berkley Way
Ivan Ave S
Harold Ave S
Gilbert Ave S
Gretchen Ave S
Gordon Ave S
Haylland Ave S
Highlowes Ave S
Timber Creek Dr
SR-93
SR-82
24th St SW
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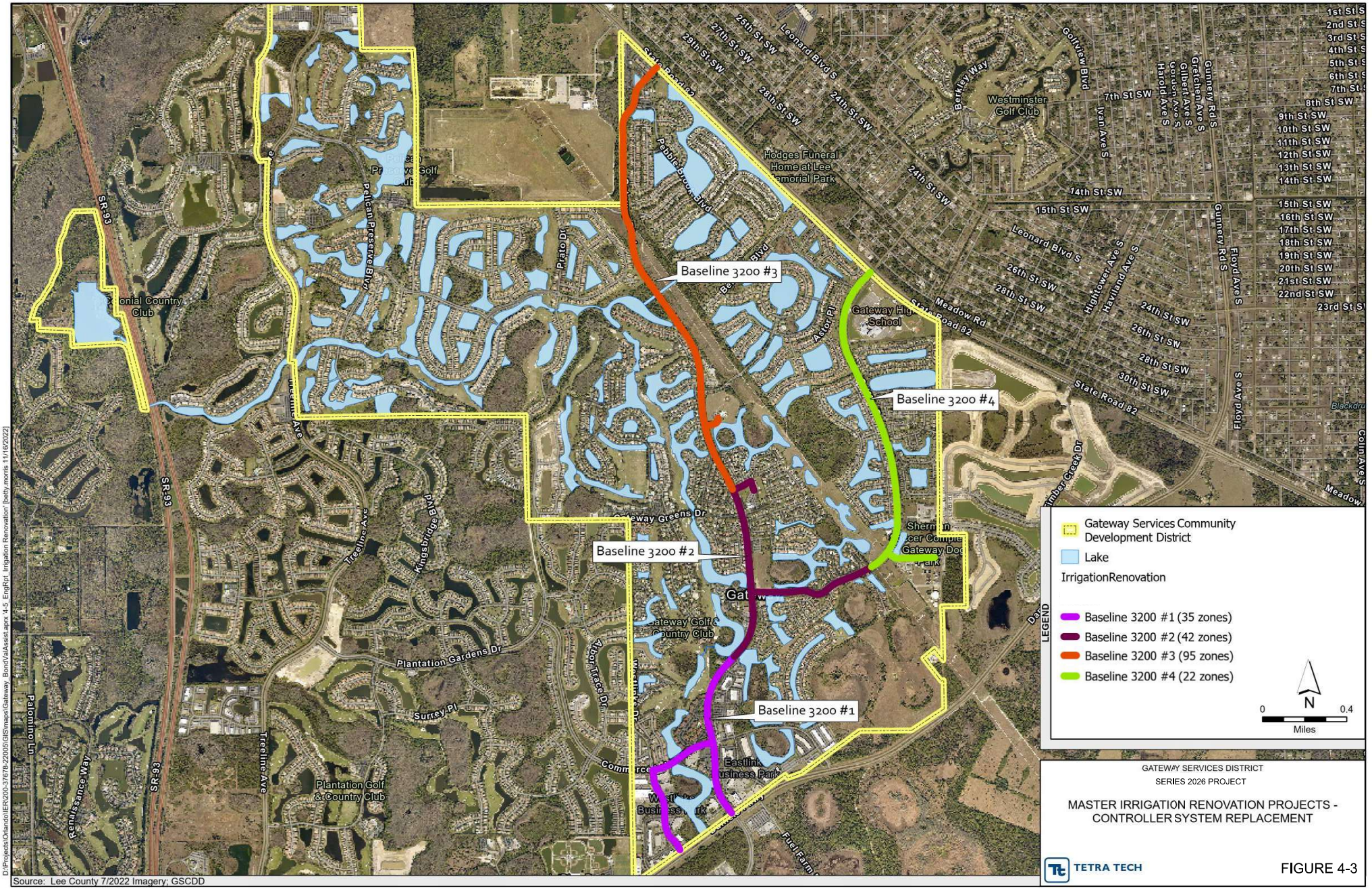
GATEWAY SERVICES DSITRICT
SERIES 2026 PROJECT

ROADWAY PROJECTS 4.1-4.5

TETRA TECH

FIGURE 4-2

\\tt-local\GIS\SWFlW\Projects\Gateway\BOND_VALIDATION_ASSIST-PW_CIP_37678_22005\GIS\maps\Gateway_BondValAssist.aprx !4-3_EngRpt_Resurfacing! [KAYLEY.BEHLER 7/15/2026]


Baseline 3200 #3
Baseline 3200 #4
Baseline 3200 #2
Baseline 3200 #1
Gateway Services Community Development District
Lake
IrrigationRenovation
LEGEND
Baseline 3200 #1 (35 zones)
Baseline 3200 #2 (42 zones)
Baseline 3200 #3 (95 zones)
Baseline 3200 #4 (22 zones)
N
0
0.4
Miles
GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT
MASTER IRRIGATION RENOVATION PROJECTS - CONTROLLER SYSTEM REPLACEMENT
TETRA TECH
FIGURE 4-3
Source: Lee County 7/2022 Imagery; GSCDD
D:\Projects\Orlando\ER\200-376?8-22005\GIS\maps\Gateway_BondVaiAssist.aprx !4-5_EngRpt_Irrigation Renovation' [betty.morris 11/16/2022]


Linear Park Improvements
Additional Parking and Field Lighting at Sherman Soccer Complex
Gateway Commons Park Amenities and Security System
Gateway Services Community Development District
LEGEND
0
N
0.4
Miles
Source: Lee County 7/2022 Imagery; GSCDD
GATEWAY SERVICES DISTRICT
SERIES 2026 PROJECT
PARKS AND RECREATION PROJECTS
TETRA TECH
FIGURE 5-1

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.B**

Second Supplemental Assessment Methodology - Series 2026 Bonds - Gateway Assessment Area

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Review, discuss, provide input to the Second Supplemental Assessment Methodology Report for the 2026 Bond Series - Gateway Assessment Area.

Why the action is necessary:

The Second Supplemental Assessment Methodology Report - Gateway Assessment Area is necessary as part of the issuance of the Special Assessment Bonds, Series 2026 - Gateway Assessment Area.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Laura LeRoy

---

Attachments:

1. Series 2026 Bonds Assessment Methodology Report V4 10-1-26.pdf

Financial Impact:

$ 6,890,463 from Gateway Assessment Area
$ 1,023,800 from Pelican
$ 100,000 from Enterprise Fund
$ 690,737 from C5 and Pelican Commercial
(SEE ASSESSMENT METHODOLOGY REPORT)

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:

Review and provide input.

SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

SPECIAL ASSESSMENT BONDS, SERIES 2026

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

October 1, 2026

Prepared for

Board of Supervisors
Gateway Services Community Development District

Prepared by

Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, FL 34102
REE-I.com

1.0 Introduction

1.1 Purpose

This Second Supplemental Assessment Methodology Report ("2026 SSAMR") supplements the Amended and Restated Master Assessment Methodology Report dated September 1, 2022 ("Master Methodology Report") and approved by the Board of Supervisors of the Gateway Services Community Development District (the "District") on November 3, 2022. All capitalized terms not otherwise defined herein have the meanings set forth in the Master Methodology Report. This 2026 SSAMR sets forth the final details of the Series 2026 Bonds (hereinafter defined) and the Series 2026 Assessments (hereinafter defined) based upon the final pricing details of the Series 2026 Bonds.

The Master Methodology Report sets forth a master assessment methodology (the "Master Methodology") for allocating and apportioning the Assessments described therein to benefitted properties in the District in connection with the District's Capital Improvement Plan ("CIP"), as described in the Amended and Restated Master Engineer's Report dated September 1, 2022 (the "MER") prepared by Tetra Tech (the "District Engineer").The District plans to fund the CIP in phases through a series of bond issues and other financing sources over an estimated 20-year period.

The District is issuing its Special Assessment Bonds, Series 2026 (the "Series 2026 Bonds"), the proceeds of which, together with other available funds of the District, as described herein, will be applied to fund a portion of the CIP ("Series 2026 Project"), as more particularly in the Second Supplemental Engineer's Report for the Gateway Services Community District: Series 2026 Project dated August 26, 2026, ("SSER") prepared by the District Engineer, supplementing the MER.

This 2026 SSAMR applies the Master Methodology to allocate, in a fair and reasonable manner, the portion of the Assessments to be levied in connection with the Series 2026 Bonds (collectively, "Series 2026 Assessments") to the properties benefitting from the Series 2026 Project. These properties are located within the two distinct assessment areas previously established by the District within its boundaries in connection with the CIP and the Assessments, referred to as the "Gateway Assessment Area" and the "Pelican Preserve Assessment Area" respectively, and collectively as the "Assessment Areas".

As a result of the application of the Master Methodology in connection with the Series 2026 Assessments, none of the Series 2026 Assessments will exceed the special and peculiar benefits derived from the Series 2026 Project.

This 2026 SSAMR is required to determine the special and peculiar benefits and allocation of debt through a customary process that was fully contemplated under the Master Methodology.

The Master Methodology as applied herein has two goals: (1) determining the special and peculiar benefits that flow to the properties in the District as a logical connection from the infrastructure systems and facilities constituting the Series 2026 Project and creating enhanced use and increased enjoyment of the property; and (2) apportioning those special benefits on a basis that is fair and reasonable.

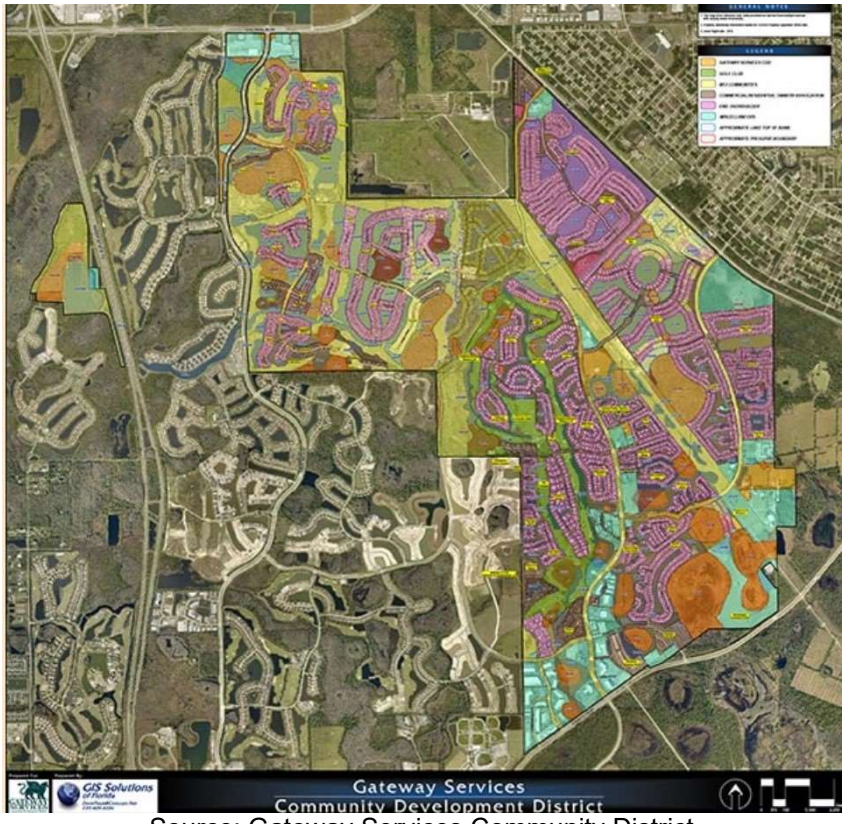
The Master Methodology and this 2026 SSAMR are designed to conform to the requirements of Chapters 170, 190 and 197, Florida Statutes with respect to non-ad valorem special assessments ("special assessments") and is consistent with our understanding of the case law on this subject.

Real Estate Econometrics, Inc. ("Assessment Consultant") has been retained to prepare this 2026 SSAMR for the District.

1.2 Background

The District encompasses approximately +/- 4,488 acres comprised of the Gateway and Pelican Preserve master planned residential communities located within Lee County ("County") and partially within the City of Fort Myers ("City"). See Location Map – Figure 1 below.

Figure 1 – Gateway Services Community Development District Location Map



Source: Gateway Services Community District

The District was established on May 22, 1986, by the Florida Land and Water Adjudicatory Commission Chapter 42F-1, pursuant to the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"). The District is governed by a five-member Board of Supervisors, who are elected to a term of four years, by qualified electors.

The District is a Community Development District ("CDD") which is a governmental unit created to serve the long-term specific needs of property owners within its boundaries. A CDD's main powers are to plan, finance, construct, operate, and maintain community-wide infrastructure and services specifically for the benefit of its property owners.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the applicable systems, facilities, and services to property within the applicable Assessment Areas.

While the general public and property owners outside the boundaries of the Assessment Areas will benefit from the provision of the CIP, including the Series 2026 Project, these benefits are incidental to the benefits derived from property within the boundaries of the applicable Assessment Areas which is dependent upon the CIP or portions thereof to obtain, or to maintain, development entitlements. This fact alone clearly distinguishes the special and peculiar benefits which property within the applicable Assessment Areas receive compared to those properties lying outside of the Assessment Areas boundaries and establishes that the CIP or portions thereof has a nexus to the increased value and the use and enjoyment of the lands within the applicable Assessment Areas.

1.4 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems and services constituting improvements. The courts recognize the special benefits which flow as a logical connection peculiar to the property as enhanced enjoyment and increased use of the property which in turn may result in decreased insurance premiums, increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be levied, imposed and collected as first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

1.5 Scope of Report

The costs of the Series 2026 Project have been estimated by the District Engineer as detailed in the SSER. This 2026 SSAMR details with greater specificity the apportionment of benefit peculiar to the specific properties within the applicable Assessment Areas resulting from the implementation of the Series 2026 Project.

This 2026 SSAMR is being used to apply the Master Methodology to determine the Series 2026 Assessments to be imposed on properties within the Assessment Areas. This 2026 SSAMR applies algorithms and the principles set forth in the Act and the Master Methodology and related statutory provisions with more specificity to result in the actual levy of the assessments on the benefiting property. The Series 2026 Assessments are a portion of the Assessments described in the Master Methodology Report.

2.0 Finance Plan

The Series 2026 Project

The District Engineer has identified in the SSER certain infrastructure in the Assessment Areas of the District that will be improved or provided by the District as part of the Series 2026 Project, which is a portion of the CIP, and as noted above, has provided a cost estimate for the District's Series 2026 Project in the SSER.

The Series 2026 Project consists of improvements to the roadways, the drainage/storm water management system, parks and recreation and administrative facilities of the District as detailed in the SSER.

Table 1 on the next page summarizes the costs as allocated for benefit determination purposes and associated with the proposed Series 2026 Project.

Table 1 – Series 2026 Project Costs Allocation

Capital Improvement	Total Costs
Administration	$200,000
Waterway Mgmt.	55,000
Roadways and Landscaping	7,650,000
Parks and Recreation	2,800,000
Total	$10,705,000

Source: Second Supplemental Engineer's Report for the Gateway Services Community Development District, Series 2026 Project dated August 26, 2026 and Assessment Consultant

The District's Series 2023 Bonds previously funded $2,000,000, which is a portion of the Roadways and Landscaping component of the CIP. The Gateway Utility Enterprise Fund will fund its portion of the Administration cost through a transfer of funds, and the remaining costs of the Series 2026 Project, net of the amount previously funded by the Series 2023 Bonds, will be funded with the proceeds of the Series 2026 Bonds and other available monies of the District, as shown in Table 2 below.

Table 2 – Series 2026 Project Costs Funded by Series 2026 Bonds and Other Monies

Capital Improvement	Total Costs
Administration	$200,000
Waterway Mgmt.	55,000
Roadways and Landscaping*	5,650,000
Parks and Recreation	2,800,000
Total	$8,705,000

*** - $2,000,000 coming from Series 2023 Bonds**

** $2,000,000 of the Roadways and Landscaping cost was previously funded by the Series 2023 Bonds.*

Source: Second Supplemental Engineer's Report for the Gateway Services Community Development District: Series 2026 Project dated August 26, 2026 and Assessment Consultant

On September 19, 2024, the GSCDD Board of Supervisors repealed Rule VI (commonly referred to as the interconnectivity rule) from the District's Rules and Regulations, which prompted a benefit determination reanalysis. A 2025 Amended and Restated Master Operations and Maintenance Assessment Methodology Report dated March 20, 2025 (the "O&M Methodology Report") that was adopted by the Board determined new benefit calculations. In addition, the C-5 neighborhood on the West side of Treeline Avenue and the commercial parcels on the south side of the intersection of Treeline Avenue and Colonial Boulevard were moved from the Pelican Preserve benefit calculations and added to the Gateway benefit calculations.

The benefit calculations from the O&M Methodology are used to calculate the Series 2026 Bonds benefits as O&M Methodology benefits correspond to the Series 2026 Project improvements.

For purposes of benefit determination, the Assessment Consultant detailed in the MMR that all properties within the District boundaries benefit from the District administration building and therefore the costs for the new administration building and its associated costs should be allocated between the Gateway Assessment Area, the Pelican Preserve Assessment Area and the Gateway Utility Enterprise Fund. All properties within the District boundaries will benefit from the new District administration building so the new administration building and its associated costs will be allocated based on an equivalent assessable unit ("EAU") basis.

From the MER, 59.0% of the administrative building costs will be allocated to the Gateway Utility Enterprise Fund while 27.0% will be allocated to the Gateway Assessment Area and 14.0% will be allocated to the Pelican Preserve Assessment Area.

The Gateway Assessment Area, the Pelican Preserve Assessment Area and the Gateway Utility Enterprise Fund will each fund a portion of the remaining Series 2026 Project costs shown in Table 2 above. Table 3 below shows the percentage allocations determined in the O&M Methodology Report of those costs among the Gateway Assessment Area, the Pelican Preserve Assessment Area and the Gateway Utility Enterprise Fund, and Table 4 on the next page shows the corresponding dollar allocation. A more detailed description of how those percentages were calculated can be found in the O&M Methodology Report.

Table 3 – Series 2026 Project Cost Percent Allocation by Assessment Area and Fund

Capital Improvement	Gateway Assessment Area	Pelican Preserve Assessment Area	Utility Enterprise Fund	Total Percent
Administration	33.0%	17.0%	50.0%	100.0%
Waterway Mgmt.	100.0%	0.0%	0.0%	100.0%
Roadways and Landscaping	86.0%	14.0%	0.0%	100.0%
Parks and Recreation	92.9%	7.1%	0.0%	100.0%

Source: O&M Methodology and Assessment Consultant

Table 4 – Series 2026 Project Cost Allocation by Assessment Area

Capital Improvement	Gateway Assessment Area*	Pelican Preserve Assessment Area *	Enterprise Fund*	Total Costs
Administration	$66,000	$34,000	$100,000	$200,000
Waterway Mgmt.	55,000	0	0	55,000
Roadways and Landscaping	4,859,000	791,000	0	5,650,000
Parks and Recreation	2,601,200	198,800	0	2,800,000
Total	$7,581,200	$1,023,800	$100,000	$8,705,000

***The C-5 neighborhood and the commercial parcels at the corner of Treeline and Colonial in the Gateway Assessment Area will be paying their portion of the Series 2026 Project through an alternative financing source. Pelican Preserve will be paying their portion of the Series 2026 Project through a combination of a one-time contributions from their general fund and their capital reserve fund. The Utility Enterprise Fund will be paying their portion of the Series 2026 Project through a contribution from their Enterprise Fund.**

Source: Second Supplemental Engineer's Report, O&M Methodology Report and Assessment Consultant

The Pelican Preserve Assessment Area will fund its allocated share of the Series 2026 Project through a one-time contribution from its general fund and capital reserve fund rather than through the issuance of bonds, and the Gateway Utility Enterprise Fund will fund its allocated share of the Administration cost through a contribution from its Enterprise Fund. Accordingly, only the Gateway Assessment Area's allocated share of the Series 2026 Project costs, totaling $7,581,200 as shown in Table 5 below, will be funded with funds provided from the C-5 neighborhood and the commercial parcels ($690,737) – see Table 10 on page 14 - and through the issuance of the Series 2026 Bonds ($6,890,463).

Table 5 – Gateway Assessment Area Series 2026 Project Costs by Capital Improvement

Capital Improvement	Gateway Assessment Area
Administration	$66,000
Waterway Mgmt.	55,000
Roadways and Landscaping	4,859,000
Parks and Recreation	2,601,200
Total	$7,581,200

Source: Second Supplemental Engineer's Report, O&M Methodology Report and Assessment Consultant

3.0 Assessment Methodology

3.1 Structure – CIP

Special and peculiar benefits flow as a logical connection to the property from the systems, facilities and services provided as a logical consequence to the property within the boundaries of the applicable Assessment Areas. These special benefits are peculiar to the platted units or parcels. The special benefits that justify imposing the assessments on the benefiting platted units or parcels include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums when levied on the various benefiting platted units or parcels of property.

Second, pursuant to the MER, the District Engineer identified the CIP costs then, in the Master Methodology Report, the Assessment Consultant allocated those costs to each benefiting platted unit or parcel for the provision of the systems and facilities, which constitute the CIP, using the Master Methodology. The best determination of benefit involves whether there is a special benefit peculiar to such property, different in kind and degree to any general benefit, so long as the special benefit flows peculiar to the property as a logical connection from the components of the CIP. Then a dollar amount of a proposed assessment is identified using various formulas. Then there is a determination of whether that dollar amount itself can be a second lien to be levied on the benefiting property. Then there is an apportionment of the benefits so that no assessment exceeds any determination of special and peculiar benefit to the property and that the amount levied on the benefiting property is fair and reasonable.

In addition to the District Engineer determining the costs for the CIP, an estimate of the bond amount required to finance the CIP was calculated by the Underwriter/Placement Agent. The determination of benefit leading to the Master Methodology associated with the CIP was a two-step process. Second, the special and peculiar benefits of the CIP were determined and imposed upon the benefiting property within the District. Second, the Assessments were levied on the benefiting property on a per unit basis for the platted lots and on an acreage basis for the unplatted parcels within the applicable Assessment Areas for the applicable phased units of development in accordance with the more specific uses and special benefits peculiar to each platted lot or parcel. As noted earlier, this 2026 SSAMR applies the Master Methodology to allocate the Series 2026 Assessments to the benefitting property in the Assessment Areas in connection with the Series 2026 Bonds and the Series 2026 Project, which is a portion of the CIP.

4.0 Assessment Determination

4.1 Special and Peculiar Benefit to the Property

The special and peculiar benefits of the construction and/or acquisition by the District of components of the CIP constituting systems, facilities and services which are provided in differing amounts, is dependent on the type of land use receiving the special and peculiar benefits peculiar to those properties which flow from the logical relationship to the properties.

One example of this differentiation is the concept that various land uses will generate differing demands on the CIPs roadway infrastructure. Another example is that it can be demonstrated that each land use will receive a different level of surface water management benefit that relates to that land use's density and intensity of development.

These determinations are reviewed in the light of the special and peculiar benefits peculiar to the property which flow to the properties as a result of their logical connection from the improvements actually provided.

The special and peculiar benefits within each Assessment Area have been determined relative to each parcel of land and identified for each improvement in accordance with the Master Methodology Report and the Master Methodology described therein.

4.2 Reasonable and Fair Apportionment of the Duty to Pay

Using the Master Methodology, the special and peculiar benefits from the component systems and facilities of the Series 2026 Project have been determined and apportioned in each Assessment Area to the platted lots on a unit basis and to the unplatted parcels on an equal acre basis. Based on the current and planned land uses and as land receives certain development approvals, the benefits will be apportioned as provided in this 2026 SSAMR.

The duty to pay the Series 2026 Assessments as set forth above is fairly and reasonably apportioned because the special and peculiar benefits to the property flowing from the acquisition and/or construction of the Series 2026 Project (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to the reasonable estimates of the special and peculiar benefits including enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums for the land as provided by the Series 2026 Project for the reasons set forth above.

Accordingly, no acre of property within the Assessment Areas will be assessed for the payment of any non-ad valorem special assessment pursuant to this 2026 SSAMR and the Master Methodology in an amount greater than the determined special benefit peculiar to that property and having a nexus to the value of the property or the use and enjoyment thereof.

4.3 Par Debt and Assessment Benefit analysis

The benefits received by an individual property within the District from the CIP was determined by applying measurement coefficients to each property based on the benefit being measured. For instance, roadway benefits are generally measured by the number of trips generated by the property, stormwater management benefits are measured by the relative proportion of impervious and pervious surface area, and parks and recreation and administrative benefits are measured by equivalent assessment units ("EAUs").

As previously shown in Table 5, the Gateway Assessment Area's allocated share of the Series 2026 Project totals $7,581,200. That amount is allocated by capital improvement category among the platted units and parcels within the Gateway Assessment Area using measurement coefficients consistent with the Master Methodology and the District's O&M Methodology Report, which the Board adopted following the repeal of Rule VI and which re-examined the special and peculiar benefit received by each land use within the District. Consistent with the O&M Methodology Report, the C-5 neighborhood and the commercial parcels at the intersection of Treeline Avenue and Colonial Boulevard (the "Colonial Commercial" parcels) are included in the Gateway Assessment Area benefit calculations shown below, along with the Arborwood Preserve neighborhood and the Gateway Golf Club, because each of those land uses receives special and peculiar benefit from the roadway, water management, parks and recreation and administration components of the Series 2026 Project. As described above, the C-5 and Colonial Commercial parcels will fund their allocated share of that benefit through an alternative financing source rather than through the Series 2026 Bonds.

Roadways

The roadway capital improvement costs were apportioned according to land use, expressed as trip generation rates, associated with each specific land use within the Gateway Assessment Area, consistent with the Master Methodology and the O&M Methodology Report. The trip rates are derived from the 11th Edition of the Institute of Transportation Engineers ("ITE") Trip Generation Manual. The trip generation calculations and percentages can be found in the O&M Methodology Report.

Water Management

The Water Management System provides several special benefits, peculiar to certain properties within the Gateway Assessment Area. Such benefits, conferred by the system as a whole, are apportioned to properties based on the type of land use on a per parcel or per acre basis. Property is assessed to reflect the relative magnitude of the individual special benefit it receives proportionally from the entire Water Management System. Each property's land use is assigned an acreage, or portion thereof, runoff percentage factor based on the pervious and impervious surfaces the property has as it relates to the entire parcel. The water management calculations and percentages can be found in the O&M Methodology Report.

Parks and Recreation

The District's parks and recreation facilities provide special benefits peculiar to the residential properties within the Gateway Assessment Area, consistent with the O&M Methodology Report. The relative benefit conferred is expressed in terms of EAUs. The use of EAUs as a basis for apportioning assessments is widely used throughout Florida as a fair and reasonable method of apportioning benefit and determining assessments. Each Gateway residential parcel receives one (1.0) EAU. Consistent with the O&M Methodology Report, the Gateway Commercial parcels, the Colonial Commercial parcels, the C-5 neighborhood and the Arborwood Preserve neighborhood each receive 0.15 EAU per unit or parcel, reflecting the lesser, but still special and peculiar, benefit those properties receive from the District's parks and recreation facilities. The Gateway Golf Club does not receive an allocation of parks and recreation benefit. The parks and recreation calculations and percentages can be found in the O&M Methodology Report.

Administration

As noted above, the District's administration building and related administrative costs provide special benefits peculiar to all properties within the District, and 27.0% of those costs were allocated to the Gateway Assessment Area, consistent with the MER and the O&M Methodology Report. Within the Gateway Assessment Area, the relative benefit conferred by the District's administrative facilities and services is expressed in terms of EAUs, and each property within the Gateway Assessment Area, including the Gateway Golf Club, receives one (1.0) EAU regardless of its size or land use, consistent with the O&M Methodology Report's determination that all parcels in the District benefit equally from the District's general administrative functions. The administration calculations and percentages can be found in the O&M Methodology Report.

Benefit Allocation Calculations

Once the measurement coefficients described in Table 3 above were applied to each platted residential unit and commercial parcel within the Gateway Assessment Area, an amount (daily trips, pervious and impervious acreage, or EAUs, as applicable) was determined for each platted unit or parcel. The measurement amounts were tallied by category, and each property's amount was divided by the total benefit to obtain that property's percentage of the category benefit. The category cost was then multiplied by each property's percentage of that category to determine each property's allocated cost for that category. Table 6 through Table 9 below and on the next two pages show the Gateway Assessment Area's total allocated cost by capital improvement category and product type/land use, reflecting the full special and peculiar benefit received by all properties within the Gateway Assessment Area, including the C-5 and Colonial Commercial parcels.

Table 6 – Roadway Series 2026 Bonds Benefit Allocation by Land Use Type

Product Type	Units	Roadway Trips	Roadway Percent	Roadway Allocation	Roadway Allocation/Unit
Single Family	4,126	38,983.62	54.47%	$2,646,643.82	$641.46
Multifamily	890	4,280.90	5.98%	$290,635.34	$326.56
Golf Course	1	643.32	0.90%	$43,675.75	$43,675.75
Gateway Commercial	183	17,772.44	24.83%	$1,206,591.86	$6,593.40
Colonial Commercial	12	8,306.14	11.61%	$563,913.61	$46,992.80
C-5	168	1,584.00	2.21%	$107,539.62	$640.12
		71,570.42	100.00%	$4,859,000.00	

Source: O&M Methodology Report and Assessment Consultant

Table 7 – Series 2026 Bonds Water Management Benefit Allocation by Land Use Type

Product Type	Units	Water Mgt. Impervious Acres	Water Mgt. Percent	Water Mgt. Allocation	Water Mgt. Allocation/Unit
Single Family	4,126	457.34	65.81%	$36,194.46	$8.77
Multi Family	890	51.98	7.48%	$4,113.76	$4.62
Golf Course	1	38.21	5.50%	$3,023.99	$3,023.99
Gateway Comm	183	110.55	15.91%	$8,749.06	$47.81
Colonial Comme	12	24.94	3.59%	$1,973.78	$164.48
C-5	168	11.94	1.72%	$944.95	$5.62
Totals:		694.96	100.00%	$55,000.00	

Source: O&M Methodology Report and Assessment Consultant

Table 8 – Series 2026 Bonds Parks & Recreation Benefit Allocation by Land Use Type

	Units	Parks & Recreation EAUs	Parks & Recreation EAU Totals	Parks & Recreation EAU Percent	Parks & Recreation Allocation	Parks & Recreation Allocation/Unit
Total Gateway Residential Parcels	4,873	1	4,873.00	98.47%	$2,561,306.07	$525.61
Total Gateway Commercial Parcels	183	0.15	27.45	0.55%	$14,428.04	$78.84
Arborwood	143	0.15	21.45	0.43%	$11,274.37	$78.84
Colonial Commercial Parcels	12	0.15	1.80	0.04%	$946.10	$78.84
C-5	168	0.15	25.20	0.51%	$13,245.42	$78.84
	5,379		4,949	100.00%	$2,601,200.00	

Source: O&M Methodology Report and Assessment Consultant

Table 9 – Series 2026 Bonds Administration Benefit Allocation by Land Use Type

Product Type	Units	Administration EAUs	Administration EAU Totals	Administration EAU Percent	Administration Allocation	Administration Allocation/Unit
Total Gateway Residential Parcels	5,016	1	5,016	92.94%	$61,340.74	$12.23
Total Gateway Commercial Parcels	183	1	183	3.39%	$2,237.91	$12.23
Gateway Golf Course	18	1	18	0.33%	$220.12	$12.23
Colonial Commercial Parcels	12	1	12	0.22%	$146.75	$12.23
C-5	168	1	168	3.11%	$2,054.47	$12.23
			5,397	100.00%	$66,000.00	

Source: O&M Methodology Report and Assessment Consultant

As described above, the C-5 neighborhood and the Colonial Commercial parcels, while receiving the special and peculiar benefit reflected in Table 6 through Table 9 above, will fund their allocated share of the Gateway Assessment Area CIP cost through an alternative financing source rather than through the Series 2026 Bonds. Accordingly, a reserve contribution equal to the C-5 and Colonial Commercial parcels' allocated share is set aside, and the remaining net amount shown in Table 10 below is the amount that will be financed by the Series 2026 Bonds.

Table 10 – Series 2026 Bonds Net CIP to be Financed

CIP Total	$7,581,200
Reserve Contribution (C-5 & Commercial CIP)	690,737
Net CIP to Finance	$6,890,463

Source: Assessment Consultant

The net CIP amount to be financed by the Series 2026 Bonds is, in turn, allocated by capital improvement category among the Single-Family, Multi-Family, Arborwood Preserve, Gateway Golf Club and Gateway Commercial product types using the same measurement coefficients described in Table 3, as shown in Table 11 through Table 14 on the next two pages.

Table 11 – Series 2026 Bonds Roadway Benefit by Land Use Type

Product Type	Units	Roadway Trips	Roadway Percent	Roadway Allocation	Roadway Allocation/Unit
Single Family	4,126	38,983.62	63.20%	$2,646,644	$641.46
Multifamily	890	4,280.90	6.94%	$290,635	$326.56
Golf Course	1	643.32	1.04%	$43,676	$43,675.76
Gateway Commercial	183	17,772.44	28.81%	$1,206,592	$6,593.40
		61,680.28	100.00%	$4,187,548	

Source: O&M Methodology Report and Assessment Consultant

Table 12 – Series 2026 Bonds Water Management Benefit by Land Use Type

Product Type	Units	Water Mgt. Impervious Acres	Water Mgt. Percent	Water Mgt. Allocation	Water Mgt. Allocation/Unit
Single Family	4,126	457.34	69.50%	$36,195	$8.77
Multi Family	890	51.98	7.90%	$4,114	$4.62
Golf Course	1	38.21	5.81%	$3,024	$3,024.05
Gateway Comm	183	110.55	16.80%	$8,749	$47.81
		658.08	100.00%	$52,082	

Source: O&M Methodology Report and Assessment Consultant

Table 13 – Series 2026 Bonds Parks & Recreation Benefit by Land Use Type

	Units	Parks & Recreation EAUs	Parks & Recreation EAU Totals	Parks & Recreation EAU Percent	Parks & Recreation Allocation	Parks & Recreation Allocation/Unit
Total Gateway Residential Parcels	4,873	1	4,873.00	99.01%	$2,561,307	$525.61
Total Gateway Commercial Parcels	183	0.15	27.45	0.56%	$14,428	$78.84
Arborwood	143	0.15	21.45	0.44%	$11,274	$78.84
Daniels Parkway Apts. (Future)	0	0.15	0.00	0.00%	$0	$0.00
	5,199		4,922	100.00%	$2,587,009	

Source: O&M Methodology Report and Assessment Consultant

Table 14 – Series 2026 Bonds Administration Benefit by Land Use Type

Product Type	Units	Administration EAUs	Administration EAU Totals	Administration EAU Percent	Administration Allocation	Administration Allocation/Unit
Total Gateway Residential Parcels	5,016	1	5,016	96.15%	$61,342	$12.23
Total Gateway Commercial Parcels	183	1	183	3.51%	$2,238	$12.23
Gateway Golf Course	18	1	18	0.35%	$220	$12.23
			5,217	100.00%	$63,800	

Source: O&M Methodology Report and Assessment Consultant

Bond Requirements

The District is financing the net CIP amount shown in Table 10 above by issuing the Series 2026 Bonds. A number of items comprise the final par bond requirements, including but not limited to paying capitalized interest, and costs of issuance, including the placement agent fee. For purposes of this 2026 SSAMR, allowances have been made for such items in order to determine the par debt lien for each property benefitting from the financing of a portion of the Series 2026 Project. Table 15 on the next page shows the estimated sources and uses of funds for the Series 2026 Bonds.

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Table 15 – Series 2026 Bonds Sources and Uses of Funds (Gateway Assessment Area)

Average Coupon Interest Rate:	4.80%
Term:	20 Years
Capitalized Interest Term:	To 11/1/2027
Placement Agent Discount:	1.50%
Maximum Annual Debt Service:	$588,880.00
Sources	
Par Amount	$7,540,000.00
	$7,540,000.00
Uses	
Project Fund	6,890,463.00
Capitalized Interest to 11/01/27	388,058.67
Placement Agent Discount	113,100.00
Cost of Issuance	147,030.00
Rounding	1,348.33
	$7,540,000.00

Source: MBS Capital Markets, Inc.

Table 16 on the next page aggregates the net CIP cost allocation shown in Table 11 through Table 14 above by product type, and Table 17 on the next page applies the resulting percentage allocation to the Series 2026 Bonds Par Amount and Maximum Annual Debt Service ("MADS") to determine the Par Debt and estimated annual assessment for each product type within the Gateway Assessment Area.

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Table 16 – Gateway Assessment Area Aggregate Series 2026 Bonds Net CIP by Product Type

Product Type	Units	Administration	Water Management	Roadways	Parks & Recreation	Total CIP by Product Type	Total CIP Allocation/Unit
Single Family	3,983	$48,709	$34,941	$2,554,916	$2,093,512	$4,732,078	$1,188
Multi Family	890	$10,884	$4,114	$290,635	$467,795	$773,428	$869
Arborwood	143	$1,749	$1,254	$91,728	$11,274	$106,006	$741
Golf Course	1	$220	$3,024	$43,676	$0	$46,920	$46,920
Gateway Commercial	183	$2,238	$8,749	$1,206,592	$14,428	$1,232,007	$6,732
		$63,800	$52,082	$4,187,548	$2,587,009	$6,890,439	

Source: Assessment Consultant

Table 17 – Gateway Assessment Area Series 2026 Bonds Par Debt and Maximum Annual Debt Service by Product Type[1]

Product Type	Units	Total CIP by Product Type	CIP Allocation Percent	Par Amount Allocation	Par Amount Allocation/Unit	MADS Allocation	MADS/Unit
Single Family	3,983	$4,732,078	68.68%	$5,178,170.73	$1,300.07	$404,419.25	$101.54
Multi Family	890	$773,428	11.22%	$846,338.82	$950.94	$66,099.73	$74.27
Arborwood	143	$106,006	1.54%	$115,998.86	$811.18	$9,059.60	$63.35
Golf Course	1	$46,920	0.68%	$51,343.07	$51,343.07	$4,009.93	$4,009.93
Gateway Commercial	183	$1,232,007	17.88%	$1,348,148.53	$7,366.93	$105,291.47	$575.36
		$6,890,439	100.00%	$7,540,000.00		$588,880.00	

[1] – See Appendix A Assessment Roll for parcel-specific detail.

Source: Placement Agent and Assessment Consultant

The Series 2026 Bonds Par Debt amounts shown in Table 17 above represent the special and peculiar benefit each property within the Gateway Assessment Area receives as a logical connection from the systems and services of the Series 2026 Project. The Series 2026 Bonds par debt amounts are also fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed, and they are measured with mathematical certainty using professionally acceptable measuring guidelines, are consistent with the Master Methodology, and do not exceed the maximum applicable Assessments levied in the Gateway Assessment Area.

5.0 Covenant to Pay

All par debt amounts levied run with the land. The owner(s) of record at the time the Series 2026 Bonds are issued, and the annual assessment roll is developed, and thereafter, will have the responsibility to make the associated annual debt service assessment payments for the levied and imposed assessments.

6.0 Methodology Use

This 2026 SSAMR provides the mathematical calculation to determine the par debt allocation related to the Series 2026 Bonds and the Series 2026 Project within the Gateway Assessment Area by product type and land use applying the Master Methodology.

7.0 Assessment Roll

The Series 2026 Assessment Roll for the Gateway Assessment Area, reflecting the Par Debt and annual assessment for each platted unit and parcel consistent with the product type allocations shown in Table 17 above, is shown in Appendix A starting on the next page.

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APPENDIX A

GATEWAY SINGLE FAMILY

Count	STRAP	Par Debt	MADS
1	01-45-25-18-0000A.0140	$1,300.06	$101.54
1	01-45-25-18-0000A.0150	$1,300.06	$101.54
1	01-45-25-19-00000.0190	$1,300.06	$101.54
1	01-45-25-19-00000.0200	$1,300.06	$101.54
1	01-45-25-19-00000.0210	$1,300.06	$101.54
1	01-45-25-19-00000.0220	$1,300.06	$101.54
1	01-45-25-19-00000.0230	$1,300.06	$101.54
1	01-45-25-19-00000.0240	$1,300.06	$101.54
1	01-45-25-21-00000.0030	$1,300.06	$101.54
1	01-45-25-21-00000.0040	$1,300.06	$101.54
1	01-45-25-21-00000.0050	$1,300.06	$101.54
1	01-45-25-21-00000.0060	$1,300.06	$101.54
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1	05-45-26-08-00000.0930	$1,300.06	$101.54
1	05-45-26-08-00000.0940	$1,300.06	$101.54
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1	05-45-26-08-00000.0970	$1,300.06	$101.54
1	05-45-26-08-00000.0980	$1,300.06	$101.54
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1	05-45-26-08-00000.1060	$1,300.06	$101.54
1	05-45-26-08-00000.1070	$1,300.06	$101.54
1	05-45-26-08-00000.1080	$1,300.06	$101.54
1	05-45-26-08-00000.1090	$1,300.06	$101.54
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1	05-45-26-08-00000.1120	$1,300.06	$101.54
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1	05-45-26-35-0000C.0890	$1,300.06	$101.54
1	05-45-26-35-0000C.0900	$1,300.06	$101.54
1	05-45-26-35-0000C.0910	$1,300.06	$101.54
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1	05-45-26-35-0000C.0980	$1,300.06	$101.54
1	05-45-26-35-0000C.0990	$1,300.06	$101.54
1	05-45-26-35-0000C.1000	$1,300.06	$101.54
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1	05-45-26-35-0000C.1020	$1,300.06	$101.54
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1	05-45-26-L1-3700J.0850	$1,300.06	$101.54
1	05-45-26-L1-3700J.0860	$1,300.06	$101.54
1	05-45-26-L1-3700J.0870	$1,300.06	$101.54
1	05-45-26-L1-3700J.0880	$1,300.06	$101.54
1	05-45-26-L1-3700J.0890	$1,300.06	$101.54
1	05-45-26-L1-3700J.0900	$1,300.06	$101.54

1	05-45-26-L1-3700J.0910	$1,300.06	$101.54
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1	05-45-26-L1-3700J.0970	$1,300.06	$101.54
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1	05-45-26-L1-3700J.1010	$1,300.06	$101.54
1	05-45-26-L1-3700J.1020	$1,300.06	$101.54
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1	05-45-26-L1-3700J.1060	$1,300.06	$101.54
1	05-45-26-L1-3700J.1070	$1,300.06	$101.54
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1	05-45-26-L1-3700J.1140	$1,300.06	$101.54
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1	06-45-26-25-0000D.0040	$1,300.06	$101.54
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1	06-45-26-25-0000D.0060	$1,300.06	$101.54
1	06-45-26-25-0000D.0070	$1,300.06	$101.54
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1	06-45-26-25-0000D.0100	$1,300.06	$101.54
1	06-45-26-25-0000D.0110	$1,300.06	$101.54
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1	06-45-26-25-0000H.0160	$1,300.06	$101.54
1	06-45-26-25-0000H.0170	$1,300.06	$101.54
1	06-45-26-25-0000H.0180	$1,300.06	$101.54
1	06-45-26-25-0000H.0190	$1,300.06	$101.54
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1	06-45-26-25-0000I.0010	$1,300.06	$101.54
1	06-45-26-25-0000I.0020	$1,300.06	$101.54
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1	06-45-26-27-0000A.0020	$1,300.06	$101.54
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1	06-45-26-27-0000A.0080	$1,300.06	$101.54
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1	06-45-26-27-0000A.0100	$1,300.06	$101.54
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1	07-45-26-05-0000A.0190	$1,300.06	$101.54
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1	07-45-26-14-0000B.0190	$1,300.06	$101.54
1	07-45-26-14-0000B.0200	$1,300.06	$101.54
1	07-45-26-14-0000B.0210	$1,300.06	$101.54
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1	08-45-26-27-00000.0250	$1,300.06	$101.54
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1	08-45-26-27-00000.0270	$1,300.06	$101.54
1	08-45-26-27-00000.0280	$1,300.06	$101.54
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1	18-45-26-09-00002.0190	$1,300.06	$101.54
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1	18-45-26-09-00003.0490	$1,300.06	$101.54
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1	18-45-26-L1-40000.0460	$1,300.06	$101.54
1	18-45-26-L1-40000.0470	$1,300.06	$101.54
1	18-45-26-L1-40000.0480	$1,300.06	$101.54
1	18-45-26-L1-40000.0490	$1,300.06	$101.54
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1	18-45-26-L1-40000.0550	$1,300.06	$101.54
1	18-45-26-L1-40000.0560	$1,300.06	$101.54
1	18-45-26-L1-40000.0570	$1,300.06	$101.54
1	18-45-26-L1-40000.0580	$1,300.06	$101.54
1	18-45-26-L1-40000.0590	$1,300.06	$101.54
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1	18-45-26-L1-40000.0780	$1,300.06	$101.54
1	18-45-26-L1-40000.0790	$1,300.06	$101.54
1	18-45-26-L1-40000.0800	$1,300.06	$101.54
1	18-45-26-L1-40000.0810	$1,300.06	$101.54
1	18-45-26-L1-40000.0820	$1,300.06	$101.54
1	18-45-26-L1-40000.0830	$1,300.06	$101.54
1	18-45-26-L1-40000.0840	$1,300.06	$101.54
1	18-45-26-L1-40000.0850	$1,300.06	$101.54
1	18-45-26-L1-40000.0860	$1,300.06	$101.54
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1	18-45-26-L4-41000.0140	$1,300.06	$101.54
1	18-45-26-L4-41000.0150	$1,300.06	$101.54

1	18-45-26-L4-41000.0160	$1,300.06	$101.54
1	18-45-26-L4-41000.0170	$1,300.06	$101.54
1	18-45-26-L4-41000.0180	$1,300.06	$101.54
1	18-45-26-L4-41000.0190	$1,300.06	$101.54
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1	18-45-26-L4-41000.0280	$1,300.06	$101.54
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1	18-45-26-L4-41000.0360	$1,300.06	$101.54
1	18-45-26-L4-41000.0370	$1,300.06	$101.54
1	18-45-26-L4-41000.0380	$1,300.06	$101.54
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1	18-45-26-L4-42000.0060	$1,300.06	$101.54
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1	18-45-26-L4-42000.0090	$1,300.06	$101.54
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1	18-45-26-L4-42000.0190	$1,300.06	$101.54
1	18-45-26-L4-42000.0200	$1,300.06	$101.54
1	18-45-26-L4-42000.0210	$1,300.06	$101.54

1	18-45-26-L4-42000.0220	$1,300.06	$101.54
1	18-45-26-L4-42000.0230	$1,300.06	$101.54
1	18-45-26-L4-42000.0240	$1,300.06	$101.54
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1	18-45-26-L4-42000.0280	$1,300.06	$101.54
1	18-45-26-L4-42000.0290	$1,300.06	$101.54
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1	18-45-26-L4-42000.0360	$1,300.06	$101.54
1	18-45-26-L4-42000.0370	$1,300.06	$101.54
1	18-45-26-L4-42000.0380	$1,300.06	$101.54
1	18-45-26-L4-42000.0390	$1,300.06	$101.54
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1	18-45-26-L4-42000.0480	$1,300.06	$101.54
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1	18-45-26-L4-42000.0560	$1,300.06	$101.54
1	18-45-26-L4-42000.0570	$1,300.06	$101.54
1	18-45-26-L4-42000.0580	$1,300.06	$101.54
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1	31-44-26-25-0000A.0080	$1,300.06	$101.54
1	31-44-26-25-0000A.0090	$1,300.06	$101.54
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1	31-44-26-25-0000B.0090	$1,300.06	$101.54
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1	31-44-26-25-0000B.0160	$1,300.06	$101.54
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1	31-44-26-25-0000B.0190	$1,300.06	$101.54
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1	31-44-26-25-0000B.0210	$1,300.06	$101.54
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1	31-44-26-25-0000B.0260	$1,300.06	$101.54
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1	31-44-26-25-0000C.0080	$1,300.06	$101.54
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1	31-44-26-25-0000C.0100	$1,300.06	$101.54
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1	31-44-26-25-0000C.0160	$1,300.06	$101.54
1	31-44-26-25-0000C.0170	$1,300.06	$101.54
1	31-44-26-25-0000C.0180	$1,300.06	$101.54
1	31-44-26-25-0000C.0190	$1,300.06	$101.54
1	31-44-26-25-0000C.0200	$1,300.06	$101.54
1	31-44-26-25-0000C.0210	$1,300.06	$101.54
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1	31-44-26-25-0000E.0040	$1,300.06	$101.54
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1	31-44-26-25-0000E.0090	$1,300.06	$101.54
1	31-44-26-25-0000E.0100	$1,300.06	$101.54
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1	31-44-26-25-0000E.0130	$1,300.06	$101.54
1	31-44-26-25-0000E.0140	$1,300.06	$101.54
1	31-44-26-25-0000E.0150	$1,300.06	$101.54
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1	31-44-26-25-0000E.0170	$1,300.06	$101.54
1	31-44-26-25-0000E.0180	$1,300.06	$101.54
1	31-44-26-25-0000E.0190	$1,300.06	$101.54
1	31-44-26-25-0000E.0200	$1,300.06	$101.54
1	31-44-26-25-0000E.0210	$1,300.06	$101.54
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1	31-44-26-25-0000E.0260	$1,300.06	$101.54
1	31-44-26-25-0000E.0270	$1,300.06	$101.54
1	31-44-26-25-0000E.0280	$1,300.06	$101.54
1	31-44-26-25-0000E.0290	$1,300.06	$101.54
1	31-44-26-25-0000E.0300	$1,300.06	$101.54
1	31-44-26-25-0000E.0310	$1,300.06	$101.54
1	31-44-26-25-0000E.0320	$1,300.06	$101.54
1	31-44-26-25-0000E.0330	$1,300.06	$101.54
1	31-44-26-25-0000E.0340	$1,300.06	$101.54
1	31-44-26-25-0000E.0350	$1,300.06	$101.54
1	31-44-26-25-0000E.0360	$1,300.06	$101.54
1	31-44-26-25-0000E.0370	$1,300.06	$101.54
1	31-44-26-25-0000E.0380	$1,300.06	$101.54
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1	31-44-26-25-0000E.0420	$1,300.06	$101.54
1	31-44-26-25-0000E.0430	$1,300.06	$101.54
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1	31-44-26-25-0000F.0010	$1,300.06	$101.54
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1	31-44-26-25-0000F.0040	$1,300.06	$101.54
1	31-44-26-25-0000F.0050	$1,300.06	$101.54
1	31-44-26-25-0000F.0060	$1,300.06	$101.54
1	31-44-26-25-0000F.0070	$1,300.06	$101.54
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1	31-44-26-25-0000F.0100	$1,300.06	$101.54

1	31-44-26-25-0000F.0110	$1,300.06	$101.54
1	31-44-26-25-0000F.0120	$1,300.06	$101.54
1	31-44-26-25-0000F.0130	$1,300.06	$101.54
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1	31-44-26-29-0000B.0340	$1,300.06	$101.54
1	31-44-26-29-0000B.0350	$1,300.06	$101.54
1	31-44-26-29-0000B.0360	$1,300.06	$101.54
1	31-44-26-29-0000B.0370	$1,300.06	$101.54
1	31-44-26-29-0000B.0380	$1,300.06	$101.54
1	31-44-26-29-0000B.0390	$1,300.06	$101.54
1	31-44-26-29-0000B.0400	$1,300.06	$101.54
1	31-44-26-29-0000B.0410	$1,300.06	$101.54
1	31-44-26-30-0000A.0010	$1,300.06	$101.54
1	31-44-26-30-0000A.0020	$1,300.06	$101.54
1	31-44-26-30-0000A.0030	$1,300.06	$101.54
1	31-44-26-30-0000A.0040	$1,300.06	$101.54
1	31-44-26-30-0000A.0050	$1,300.06	$101.54
3,983		$5,178,131.16	$404,416.16

GATEWAY MULTI FAMILY

Count	STRAP	Par Debt	MADS
1	06-45-26-20-00001.001A	$950.93	$74.27
1	06-45-26-20-00001.001B	$950.93	$74.27
1	06-45-26-20-00001.001C	$950.93	$74.27
1	06-45-26-20-00001.001D	$950.93	$74.27
1	06-45-26-20-00002.002A	$950.93	$74.27
1	06-45-26-20-00002.002B	$950.93	$74.27
1	06-45-26-20-00002.002C	$950.93	$74.27
1	06-45-26-20-00002.002D	$950.93	$74.27
1	06-45-26-20-00003.003A	$950.93	$74.27
1	06-45-26-20-00003.003B	$950.93	$74.27
1	06-45-26-20-00003.003C	$950.93	$74.27
1	06-45-26-20-00003.003D	$950.93	$74.27
1	06-45-26-20-00004.004A	$950.93	$74.27
1	06-45-26-20-00004.004B	$950.93	$74.27
1	06-45-26-20-00004.004C	$950.93	$74.27
1	06-45-26-20-00004.004D	$950.93	$74.27
1	06-45-26-20-00005.005A	$950.93	$74.27
1	06-45-26-20-00005.005B	$950.93	$74.27
1	06-45-26-20-00005.005C	$950.93	$74.27
1	06-45-26-20-00005.005D	$950.93	$74.27
1	06-45-26-20-00006.006A	$950.93	$74.27
1	06-45-26-20-00006.006B	$950.93	$74.27
1	06-45-26-20-00006.006C	$950.93	$74.27
1	06-45-26-20-00006.006D	$950.93	$74.27
1	06-45-26-20-00007.007A	$950.93	$74.27
1	06-45-26-20-00007.007B	$950.93	$74.27
1	06-45-26-20-00007.007C	$950.93	$74.27
1	06-45-26-20-00007.007D	$950.93	$74.27
1	06-45-26-20-00008.008A	$950.93	$74.27
1	06-45-26-20-00008.008B	$950.93	$74.27
1	06-45-26-20-00008.008C	$950.93	$74.27
1	06-45-26-20-00008.008D	$950.93	$74.27
1	06-45-26-20-00009.009A	$950.93	$74.27
1	06-45-26-20-00009.009B	$950.93	$74.27
1	06-45-26-20-00009.009C	$950.93	$74.27
1	06-45-26-20-00009.009D	$950.93	$74.27
1	06-45-26-20-00010.010A	$950.93	$74.27
1	06-45-26-20-00010.010B	$950.93	$74.27
1	06-45-26-20-00010.010C	$950.93	$74.27
1	06-45-26-20-00010.010D	$950.93	$74.27
1	06-45-26-20-00011.011A	$950.93	$74.27

1	06-45-26-20-00011.011B	$950.93	$74.27
1	06-45-26-20-00011.011C	$950.93	$74.27
1	06-45-26-20-00011.011D	$950.93	$74.27
1	06-45-26-20-00012.012A	$950.93	$74.27
1	06-45-26-20-00012.012B	$950.93	$74.27
1	06-45-26-20-00012.012C	$950.93	$74.27
1	06-45-26-20-00012.012D	$950.93	$74.27
1	07-45-26-11-00001.1110	$950.93	$74.27
1	07-45-26-11-00001.1120	$950.93	$74.27
1	07-45-26-11-00001.1130	$950.93	$74.27
1	07-45-26-11-00001.1140	$950.93	$74.27
1	07-45-26-11-00001.1210	$950.93	$74.27
1	07-45-26-11-00001.1220	$950.93	$74.27
1	07-45-26-11-00001.1230	$950.93	$74.27
1	07-45-26-11-00001.1240	$950.93	$74.27
1	07-45-26-11-00002.2110	$950.93	$74.27
1	07-45-26-11-00002.2120	$950.93	$74.27
1	07-45-26-11-00002.2130	$950.93	$74.27
1	07-45-26-11-00002.2140	$950.93	$74.27
1	07-45-26-11-00002.2210	$950.93	$74.27
1	07-45-26-11-00002.2220	$950.93	$74.27
1	07-45-26-11-00002.2230	$950.93	$74.27
1	07-45-26-11-00002.2240	$950.93	$74.27
1	07-45-26-11-00003.3110	$950.93	$74.27
1	07-45-26-11-00003.3120	$950.93	$74.27
1	07-45-26-11-00003.3130	$950.93	$74.27
1	07-45-26-11-00003.3140	$950.93	$74.27
1	07-45-26-11-00003.3210	$950.93	$74.27
1	07-45-26-11-00003.3220	$950.93	$74.27
1	07-45-26-11-00003.3230	$950.93	$74.27
1	07-45-26-11-00003.3240	$950.93	$74.27
1	07-45-26-28-00007.0701	$950.93	$74.27
1	07-45-26-28-00007.0702	$950.93	$74.27
1	07-45-26-28-00007.0703	$950.93	$74.27
1	07-45-26-28-00007.0704	$950.93	$74.27
1	07-45-26-28-00007.0705	$950.93	$74.27
1	07-45-26-28-00007.0706	$950.93	$74.27
1	07-45-26-28-00007.0707	$950.93	$74.27
1	07-45-26-28-00007.0708	$950.93	$74.27
1	07-45-26-28-00008.0801	$950.93	$74.27
1	07-45-26-28-00008.0802	$950.93	$74.27
1	07-45-26-28-00008.0803	$950.93	$74.27
1	07-45-26-28-00008.0804	$950.93	$74.27
1	07-45-26-28-00008.0805	$950.93	$74.27
1	07-45-26-28-00008.0806	$950.93	$74.27

1	07-45-26-28-00008.0807	$950.93	$74.27
1	07-45-26-28-00008.0808	$950.93	$74.27
1	12-45-25-24-00001.0101	$950.93	$74.27
1	12-45-25-24-00001.0102	$950.93	$74.27
1	12-45-25-24-00001.0103	$950.93	$74.27
1	12-45-25-24-00001.0104	$950.93	$74.27
1	12-45-25-24-00001.0105	$950.93	$74.27
1	12-45-25-24-00001.0106	$950.93	$74.27
1	12-45-25-24-00001.0107	$950.93	$74.27
1	12-45-25-24-00001.0108	$950.93	$74.27
1	12-45-25-24-00002.0201	$950.93	$74.27
1	12-45-25-24-00002.0202	$950.93	$74.27
1	12-45-25-24-00002.0203	$950.93	$74.27
1	12-45-25-24-00002.0204	$950.93	$74.27
1	12-45-25-24-00002.0205	$950.93	$74.27
1	12-45-25-24-00002.0206	$950.93	$74.27
1	12-45-25-24-00002.0207	$950.93	$74.27
1	12-45-25-24-00002.0208	$950.93	$74.27
1	12-45-25-24-00003.0301	$950.93	$74.27
1	12-45-25-24-00003.0302	$950.93	$74.27
1	12-45-25-24-00003.0303	$950.93	$74.27
1	12-45-25-24-00003.0304	$950.93	$74.27
1	12-45-25-24-00003.0305	$950.93	$74.27
1	12-45-25-24-00003.0306	$950.93	$74.27
1	12-45-25-24-00003.0307	$950.93	$74.27
1	12-45-25-24-00003.0308	$950.93	$74.27
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1	12-45-25-24-00004.0402	$950.93	$74.27
1	12-45-25-24-00004.0403	$950.93	$74.27
1	12-45-25-24-00004.0404	$950.93	$74.27
1	12-45-25-24-00004.0405	$950.93	$74.27
1	12-45-25-24-00004.0406	$950.93	$74.27
1	12-45-25-24-00004.0407	$950.93	$74.27
1	12-45-25-24-00004.0408	$950.93	$74.27
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1	12-45-25-24-00005.0503	$950.93	$74.27
1	12-45-25-24-00005.0504	$950.93	$74.27
1	12-45-25-24-00005.0505	$950.93	$74.27
1	12-45-25-24-00005.0506	$950.93	$74.27
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1	12-45-25-24-00006.0601	$950.93	$74.27
1	12-45-25-24-00006.0602	$950.93	$74.27
1	12-45-25-24-00006.0603	$950.93	$74.27

1	12-45-25-24-00006.0604	$950.93	$74.27
1	12-45-25-24-00006.0605	$950.93	$74.27
1	12-45-25-24-00006.0606	$950.93	$74.27
1	12-45-25-24-00006.0607	$950.93	$74.27
1	12-45-25-24-00006.0608	$950.93	$74.27
1	18-45-26-06-00012.1010	$950.93	$74.27
1	18-45-26-06-00012.1020	$950.93	$74.27
1	18-45-26-06-00012.1030	$950.93	$74.27
1	18-45-26-06-00012.1040	$950.93	$74.27
1	18-45-26-06-00012.2010	$950.93	$74.27
1	18-45-26-06-00012.2020	$950.93	$74.27
1	18-45-26-06-00012.2030	$950.93	$74.27
1	18-45-26-06-00012.2040	$950.93	$74.27
1	18-45-26-06-00013.1010	$950.93	$74.27
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1	18-45-26-06-00013.1040	$950.93	$74.27
1	18-45-26-06-00013.2010	$950.93	$74.27
1	18-45-26-06-00013.2020	$950.93	$74.27
1	18-45-26-06-00013.2030	$950.93	$74.27
1	18-45-26-06-00013.2040	$950.93	$74.27
1	18-45-26-06-00014.1010	$950.93	$74.27
1	18-45-26-06-00014.1020	$950.93	$74.27
1	18-45-26-06-00014.1030	$950.93	$74.27
1	18-45-26-06-00014.1040	$950.93	$74.27
1	18-45-26-06-00014.2010	$950.93	$74.27
1	18-45-26-06-00014.2020	$950.93	$74.27
1	18-45-26-06-00014.2030	$950.93	$74.27
1	18-45-26-06-00014.2040	$950.93	$74.27
1	18-45-26-06-00015.1010	$950.93	$74.27
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1	18-45-26-06-00015.1040	$950.93	$74.27
1	18-45-26-06-00015.2010	$950.93	$74.27
1	18-45-26-06-00015.2020	$950.93	$74.27
1	18-45-26-06-00015.2030	$950.93	$74.27
1	18-45-26-06-00015.2040	$950.93	$74.27
1	18-45-26-06-00016.1010	$950.93	$74.27
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1	18-45-26-06-00016.1040	$950.93	$74.27
1	18-45-26-06-00016.2010	$950.93	$74.27
1	18-45-26-06-00016.2020	$950.93	$74.27
1	18-45-26-06-00016.2030	$950.93	$74.27
1	18-45-26-06-00016.2040	$950.93	$74.27

1	18-45-26-07-00001.1010	$950.93	$74.27
1	18-45-26-07-00001.1020	$950.93	$74.27
1	18-45-26-07-00001.1030	$950.93	$74.27
1	18-45-26-07-00001.1040	$950.93	$74.27
1	18-45-26-07-00001.2010	$950.93	$74.27
1	18-45-26-07-00001.2020	$950.93	$74.27
1	18-45-26-07-00001.2030	$950.93	$74.27
1	18-45-26-07-00001.2040	$950.93	$74.27
1	18-45-26-07-00002.1010	$950.93	$74.27
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1	18-45-26-07-00002.1040	$950.93	$74.27
1	18-45-26-07-00002.2010	$950.93	$74.27
1	18-45-26-07-00002.2020	$950.93	$74.27
1	18-45-26-07-00002.2030	$950.93	$74.27
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1	18-45-26-07-00003.1030	$950.93	$74.27
1	18-45-26-07-00003.1040	$950.93	$74.27
1	18-45-26-07-00003.2010	$950.93	$74.27
1	18-45-26-07-00003.2020	$950.93	$74.27
1	18-45-26-07-00003.2030	$950.93	$74.27
1	18-45-26-07-00003.2040	$950.93	$74.27
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1	18-45-26-07-00004.0102	$950.93	$74.27
1	18-45-26-07-00004.0103	$950.93	$74.27
1	18-45-26-07-00004.0104	$950.93	$74.27
1	18-45-26-07-00004.0201	$950.93	$74.27
1	18-45-26-07-00004.0202	$950.93	$74.27
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1	18-45-26-07-00004.0204	$950.93	$74.27
1	18-45-26-07-00005.0101	$950.93	$74.27
1	18-45-26-07-00005.0102	$950.93	$74.27
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1	18-45-26-07-00005.0201	$950.93	$74.27
1	18-45-26-07-00005.0202	$950.93	$74.27
1	18-45-26-07-00005.0203	$950.93	$74.27
1	18-45-26-07-00005.0204	$950.93	$74.27
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1	18-45-26-10-00001.0102	$950.93	$74.27
1	18-45-26-10-00001.0103	$950.93	$74.27
1	18-45-26-10-00001.0104	$950.93	$74.27
1	18-45-26-10-00001.0105	$950.93	$74.27

1	18-45-26-10-00001.0106	$950.93	$74.27
1	18-45-26-10-00001.0107	$950.93	$74.27
1	18-45-26-10-00001.0108	$950.93	$74.27
1	18-45-26-10-00001.0109	$950.93	$74.27
1	18-45-26-10-00001.0110	$950.93	$74.27
1	18-45-26-10-00001.0111	$950.93	$74.27
1	18-45-26-10-00001.0112	$950.93	$74.27
1	18-45-26-10-00001.0113	$950.93	$74.27
1	18-45-26-10-00001.0114	$950.93	$74.27
1	18-45-26-10-00001.0115	$950.93	$74.27
1	18-45-26-10-00001.0116	$950.93	$74.27
1	18-45-26-10-00001.0117	$950.93	$74.27
1	18-45-26-10-00001.0118	$950.93	$74.27
1	18-45-26-10-00001.0119	$950.93	$74.27
1	18-45-26-10-00001.0120	$950.93	$74.27
1	18-45-26-10-00001.0121	$950.93	$74.27
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1	18-45-26-10-00002.0203	$950.93	$74.27
1	18-45-26-10-00002.0204	$950.93	$74.27
1	18-45-26-10-00002.0205	$950.93	$74.27
1	18-45-26-10-00002.0206	$950.93	$74.27
1	18-45-26-10-00002.0207	$950.93	$74.27
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1	18-45-26-10-00002.0213	$950.93	$74.27
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1	18-45-26-10-00002.0215	$950.93	$74.27
1	18-45-26-10-00002.0216	$950.93	$74.27
1	18-45-26-10-00002.0217	$950.93	$74.27
1	18-45-26-10-00002.0218	$950.93	$74.27
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1	18-45-26-10-00002.0221	$950.93	$74.27
1	18-45-26-10-00002.0222	$950.93	$74.27
1	18-45-26-10-00002.0223	$950.93	$74.27
1	18-45-26-10-00002.0224	$950.93	$74.27
1	18-45-26-10-00003.0301	$950.93	$74.27
1	18-45-26-10-00003.0302	$950.93	$74.27

1	18-45-26-10-00003.0303	$950.93	$74.27
1	18-45-26-10-00003.0304	$950.93	$74.27
1	18-45-26-10-00003.0305	$950.93	$74.27
1	18-45-26-10-00003.0306	$950.93	$74.27
1	18-45-26-10-00003.0307	$950.93	$74.27
1	18-45-26-10-00003.0308	$950.93	$74.27
1	18-45-26-10-00003.0309	$950.93	$74.27
1	18-45-26-10-00003.0310	$950.93	$74.27
1	18-45-26-10-00003.0311	$950.93	$74.27
1	18-45-26-10-00003.0312	$950.93	$74.27
1	18-45-26-10-00003.0313	$950.93	$74.27
1	18-45-26-10-00003.0314	$950.93	$74.27
1	18-45-26-10-00003.0315	$950.93	$74.27
1	18-45-26-10-00003.0316	$950.93	$74.27
1	18-45-26-10-00003.0317	$950.93	$74.27
1	18-45-26-10-00003.0318	$950.93	$74.27
1	18-45-26-10-00003.0319	$950.93	$74.27
1	18-45-26-10-00003.0320	$950.93	$74.27
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1	18-45-26-10-00003.0322	$950.93	$74.27
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1	18-45-26-10-00003.0324	$950.93	$74.27
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1	18-45-26-29-00018.000H	$950.93	$74.27
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1	18-45-26-29-00019.000C	$950.93	$74.27
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1	18-45-26-29-00021.000G	$950.93	$74.27
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1	18-45-26-37-00001.0102	$950.93	$74.27
1	18-45-26-37-00001.0201	$950.93	$74.27
1	18-45-26-37-00001.0202	$950.93	$74.27
1	18-45-26-37-00002.0101	$950.93	$74.27
1	18-45-26-37-00002.0102	$950.93	$74.27
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1	31-44-26-33-00020.2002	$950.93	$74.27
1	31-44-26-33-00020.2003	$950.93	$74.27
1	31-44-26-33-00020.2004	$950.93	$74.27
1	31-44-26-33-00020.2005	$950.93	$74.27
1	31-44-26-33-00020.2006	$950.93	$74.27
1	31-44-26-33-00020.2007	$950.93	$74.27
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1	31-44-26-33-00020.2009	$950.93	$74.27
1	31-44-26-33-00020.2010	$950.93	$74.27
1	31-44-26-33-00021.2101	$950.93	$74.27
1	31-44-26-33-00021.2102	$950.93	$74.27
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1	31-44-26-33-00021.2105	$950.93	$74.27
1	31-44-26-33-00021.2106	$950.93	$74.27
1	31-44-26-33-00021.2107	$950.93	$74.27
1	31-44-26-33-00021.2108	$950.93	$74.27
1	31-44-26-33-00021.2109	$950.93	$74.27
1	31-44-26-33-00021.2110	$950.93	$74.27
890		$846,331.02	$66,099.13

GATEWAY ARBORWOOD

Count	STRAP	Par Debt	MADS
1	01-45-25-L3-4900S.0470	$811.03	$63.34
1	01-45-25-L3-4900S.0480	$811.03	$63.34
1	12-45-25-L1-4900S.0010	$811.03	$63.34
1	12-45-25-L1-4900S.0020	$811.03	$63.34
1	12-45-25-L1-4900S.0030	$811.03	$63.34
1	12-45-25-L1-4900S.0040	$811.03	$63.34
1	12-45-25-L1-4900S.0050	$811.03	$63.34
1	12-45-25-L1-4900S.0060	$811.03	$63.34
1	12-45-25-L1-4900S.0070	$811.03	$63.34
1	12-45-25-L1-4900S.0080	$811.03	$63.34
1	12-45-25-L1-4900S.0090	$811.03	$63.34
1	12-45-25-L1-4900S.0100	$811.03	$63.34
1	12-45-25-L1-4900S.0110	$811.03	$63.34
1	12-45-25-L1-4900S.0120	$811.03	$63.34
1	12-45-25-L1-4900S.0130	$811.03	$63.34
1	12-45-25-L1-4900S.0140	$811.03	$63.34
1	12-45-25-L1-4900S.0150	$811.03	$63.34
1	12-45-25-L1-4900S.0160	$811.03	$63.34
1	12-45-25-L1-4900S.0170	$811.03	$63.34
1	12-45-25-L1-4900S.0180	$811.03	$63.34
1	12-45-25-L1-4900S.0190	$811.03	$63.34
1	12-45-25-L1-4900S.0200	$811.03	$63.34
1	12-45-25-L1-4900S.0210	$811.03	$63.34
1	12-45-25-L1-4900S.0220	$811.03	$63.34
1	12-45-25-L1-4900S.0230	$811.03	$63.34
1	12-45-25-L1-4900S.0240	$811.03	$63.34
1	12-45-25-L1-4900S.0250	$811.03	$63.34
1	12-45-25-L1-4900S.0260	$811.03	$63.34
1	12-45-25-L1-4900S.0270	$811.03	$63.34
1	12-45-25-L1-4900S.0280	$811.03	$63.34
1	12-45-25-L1-4900S.0290	$811.03	$63.34
1	12-45-25-L1-4900S.0300	$811.03	$63.34
1	12-45-25-L1-4900S.0310	$811.03	$63.34
1	12-45-25-L1-4900S.0320	$811.03	$63.34
1	12-45-25-L1-4900S.0330	$811.03	$63.34
1	12-45-25-L1-4900S.0340	$811.03	$63.34
1	12-45-25-L1-4900S.0350	$811.03	$63.34
1	12-45-25-L1-4900S.0360	$811.03	$63.34
1	12-45-25-L1-4900S.0370	$811.03	$63.34
1	12-45-25-L1-4900S.0380	$811.03	$63.34
1	12-45-25-L1-4900S.0390	$811.03	$63.34

1	12-45-25-L1-4900S.0400	$811.03	$63.34
1	12-45-25-L1-4900S.0410	$811.03	$63.34
1	12-45-25-L1-4900S.0420	$811.03	$63.34
1	12-45-25-L1-4900S.0430	$811.03	$63.34
1	12-45-25-L1-4900S.0440	$811.03	$63.34
1	12-45-25-L1-4900S.0450	$811.03	$63.34
1	12-45-25-L1-4900S.0460	$811.03	$63.34
1	12-45-25-L1-4900T.0010	$811.03	$63.34
1	12-45-25-L1-4900T.0020	$811.03	$63.34
1	12-45-25-L1-4900T.0030	$811.03	$63.34
1	12-45-25-L1-4900T.0040	$811.03	$63.34
1	12-45-25-L1-4900T.0050	$811.03	$63.34
1	12-45-25-L1-4900T.0060	$811.03	$63.34
1	12-45-25-L1-4900T.0070	$811.03	$63.34
1	12-45-25-L1-4900T.0080	$811.03	$63.34
1	12-45-25-L1-4900T.0090	$811.03	$63.34
1	12-45-25-L1-4900T.0100	$811.03	$63.34
1	12-45-25-L1-4900T.0110	$811.03	$63.34
1	12-45-25-L1-4900T.0120	$811.03	$63.34
1	12-45-25-L1-4900T.0130	$811.03	$63.34
1	12-45-25-L1-4900T.0140	$811.03	$63.34
1	12-45-25-L1-4900T.0150	$811.03	$63.34
1	12-45-25-L1-4900T.0160	$811.03	$63.34
1	12-45-25-L1-4900T.0170	$811.03	$63.34
1	12-45-25-L1-4900T.0180	$811.03	$63.34
1	12-45-25-L1-4900T.0190	$811.03	$63.34
1	12-45-25-L1-4900T.0200	$811.03	$63.34
1	12-45-25-L1-4900T.0210	$811.03	$63.34
1	12-45-25-L1-4900T.0220	$811.03	$63.34
1	12-45-25-L1-4900T.0230	$811.03	$63.34
1	12-45-25-L1-4900T.0240	$811.03	$63.34
1	12-45-25-L1-4900T.0250	$811.03	$63.34
1	12-45-25-L1-4900T.0260	$811.03	$63.34
1	12-45-25-L1-4900T.0270	$811.03	$63.34
1	12-45-25-L1-4900T.0280	$811.03	$63.34
1	12-45-25-L1-4900T.0290	$811.03	$63.34
1	12-45-25-L1-4900T.0300	$811.03	$63.34
1	12-45-25-L1-4900T.0310	$811.03	$63.34
1	12-45-25-L1-4900T.0320	$811.03	$63.34
1	12-45-25-L1-4900T.0330	$811.03	$63.34
1	12-45-25-L1-4900T.0340	$811.03	$63.34
1	12-45-25-L1-4900T.0350	$811.03	$63.34
1	12-45-25-L1-4900T.0360	$811.03	$63.34
1	12-45-25-L1-4900T.0370	$811.03	$63.34
1	12-45-25-L1-4900T.0380	$811.03	$63.34

1	12-45-25-L1-4900T.0390	$811.03	$63.34
1	12-45-25-L1-4900T.0400	$811.03	$63.34
1	12-45-25-L1-4900T.0410	$811.03	$63.34
1	12-45-25-L1-4900T.0420	$811.03	$63.34
1	12-45-25-L1-4900T.0430	$811.03	$63.34
1	12-45-25-L1-4900T.0440	$811.03	$63.34
1	12-45-25-L1-4900T.0450	$811.03	$63.34
1	12-45-25-L1-4900T.0460	$811.03	$63.34
1	12-45-25-L1-4900T.0470	$811.03	$63.34
1	12-45-25-L1-4900T.0480	$811.03	$63.34
1	12-45-25-L1-4900T.0490	$811.03	$63.34
1	12-45-25-L1-4900U.0010	$811.03	$63.34
1	12-45-25-L1-4900U.0020	$811.03	$63.34
1	12-45-25-L1-4900U.0030	$811.03	$63.34
1	12-45-25-L1-4900U.0040	$811.03	$63.34
1	12-45-25-L1-4900U.0050	$811.03	$63.34
1	12-45-25-L1-4900U.0060	$811.03	$63.34
1	12-45-25-L1-4900U.0070	$811.03	$63.34
1	12-45-25-L1-4900U.0080	$811.03	$63.34
1	12-45-25-L1-4900U.0090	$811.03	$63.34
1	12-45-25-L1-4900U.0100	$811.03	$63.34
1	12-45-25-L1-4900U.0110	$811.03	$63.34
1	12-45-25-L1-4900U.0120	$811.03	$63.34
1	12-45-25-L1-4900U.0130	$811.03	$63.34
1	12-45-25-L1-4900U.0140	$811.03	$63.34
1	12-45-25-L1-4900U.0150	$811.03	$63.34
1	12-45-25-L1-4900U.0160	$811.03	$63.34
1	12-45-25-L1-4900U.0170	$811.03	$63.34
1	12-45-25-L1-4900U.0180	$811.03	$63.34
1	12-45-25-L1-4900U.0190	$811.03	$63.34
1	12-45-25-L1-4900U.0200	$811.03	$63.34
1	12-45-25-L1-4900U.0210	$811.03	$63.34
1	12-45-25-L1-4900U.0220	$811.03	$63.34
1	12-45-25-L1-4900U.0230	$811.03	$63.34
1	12-45-25-L1-4900U.0240	$811.03	$63.34
1	12-45-25-L1-4900U.0250	$811.03	$63.34
1	12-45-25-L1-4900U.0260	$811.03	$63.34
1	12-45-25-L1-4900U.0270	$811.03	$63.34
1	12-45-25-L1-4900U.0280	$811.03	$63.34
1	12-45-25-L1-4900U.0290	$811.03	$63.34
1	12-45-25-L1-4900U.0300	$811.03	$63.34
1	12-45-25-L1-4900U.0310	$811.03	$63.34
1	12-45-25-L1-4900U.0320	$811.03	$63.34
1	12-45-25-L1-4900U.0330	$811.03	$63.34
1	12-45-25-L1-4900U.0340	$811.03	$63.34

1	12-45-25-L1-4900U.0350	$811.03	$63.34
1	12-45-25-L1-4900U.0360	$811.03	$63.34
1	12-45-25-L1-4900U.0370	$811.03	$63.34
1	12-45-25-L1-4900V.0010	$811.03	$63.34
1	12-45-25-L1-4900V.0020	$811.03	$63.34
1	12-45-25-L1-4900V.0030	$811.03	$63.34
1	12-45-25-L1-4900V.0040	$811.03	$63.34
1	12-45-25-L1-4900V.0050	$811.03	$63.34
1	12-45-25-L1-4900V.0060	$811.03	$63.34
1	12-45-25-L1-4900V.0070	$811.03	$63.34
1	12-45-25-L1-4900V.0080	$811.03	$63.34
1	12-45-25-L1-4900V.0090	$811.03	$63.34
143		$115,977.81	$9,057.96

GATEWAY GOLF COURSE

Count	STRAP	Par Debt	MADS
1	07-45-26-00-00001.1060	$51,342.80	$4,009.92

GATEWAY COMMERCIAL

Count	STRAP	Par Cebt	MADS
1	06-45-26-00-00001.1000	$3,138.23	$245.10
1	06-45-26-00-00001.1130	$17,177.22	$1,341.55
1	07-45-26-00-00001.1020	$3,866.61	$301.99
1	07-45-26-00-00001.102A	$28,699.19	$2,241.43
1	07-45-26-00-00001.1030	$9,190.24	$717.77
1	07-45-26-00-00001.1150	$4,261.17	$332.80
1	07-45-26-00-00001.1160	$42,676.65	$3,333.08
1	07-45-26-07-0000A.0010	$14,551.08	$1,136.45
1	07-45-26-07-0000A.0020	$770.97	$60.21
1	07-45-26-07-0000A.0030	$796.98	$62.24
1	07-45-26-07-0000A.0040	$7,643.93	$597.00
1	07-45-26-07-0000A.005A	$3,482.92	$272.02
1	07-45-26-07-0000A.005B	$3,513.82	$274.43
1	07-45-26-07-0000A.005C	$3,482.92	$272.02
1	07-45-26-07-0000A.005D	$3,482.92	$272.02
1	07-45-26-07-0000A.005E	$3,503.51	$273.63
1	07-45-26-07-0000A.005F	$3,503.51	$273.63
1	07-45-26-07-0000A.005G	$3,506.09	$273.83
1	07-45-26-07-0000A.005H	$3,503.51	$273.63
1	07-45-26-07-0000A.0060	$2,789.32	$217.85
1	07-45-26-07-0000B.0020	$22,581.92	$1,763.67
1	07-45-26-07-0000B.0030	$5,103.34	$398.57
1	07-45-26-07-0000B.003A	$733.30	$57.27
1	07-45-26-07-0000B.003B	$4,630.94	$361.68
1	07-45-26-07-0000B.003C	$862.03	$67.32
1	07-45-26-07-0000B.0040	$875.03	$68.34
1	08-45-26-00-00001.1040	$783.97	$61.23
1	08-45-26-00-00001.2070	$11,062.32	$863.98
1	17-45-26-08-0000H.0000	$14,818.42	$1,157.33
1	18-45-26-00-00001.100A	$2,435.85	$190.24
1	18-45-26-00-00001.1060	$75,636.35	$5,907.26
1	18-45-26-00-00001.106A	$51,211.37	$3,999.65
1	18-45-26-00-00001.106C	$12,441.16	$971.66
1	18-45-26-00-00001.106D	$16,917.27	$1,321.25
1	18-45-26-00-00001.1130	$62,054.37	$4,846.50
1	18-45-26-00-00001.1140	$28,136.23	$2,197.46
1	18-45-26-04-0000A.0010	$87,593.41	$6,841.12
1	18-45-26-04-0000B.0010	$24,783.21	$1,935.59
1	18-45-26-04-0000B.001A	$3,244.66	$253.41
1	18-45-26-04-0000B.0020	$9,348.74	$730.14
1	18-45-26-04-0000B.0030	$7,988.16	$623.88

1	18-45-26-04-0000B.0040	$12,558.84	$980.86
1	18-45-26-05-0000A.0020	$64,145.19	$5,009.79
1	18-45-26-05-0000A.0030	$17,690.28	$1,381.62
1	18-45-26-05-0000A.0040	$9,003.40	$703.17
1	18-45-26-05-0000B.0030	$17,295.91	$1,350.82
1	18-45-26-05-0000C.0030	$16,739.35	$1,307.36
1	18-45-26-05-0000C.003A	$3,566.63	$278.56
1	18-45-26-05-0000C.004A	$45,130.35	$3,524.72
1	18-45-26-05-0000C.0050	$45,389.79	$3,544.98
1	18-45-26-08-0000D.0000	$1,967.61	$153.67
1	18-45-26-08-0000E.0000	$11,320.51	$884.14
1	18-45-26-30-00000.0001	$1,503.60	$117.43
1	18-45-26-30-00000.0002	$1,166.36	$91.09
1	18-45-26-30-00000.0003	$1,503.60	$117.43
1	18-45-26-30-00000.0004	$1,488.15	$116.23
1	18-45-26-30-00000.0005	$1,363.28	$106.47
1	18-45-26-30-00000.0006	$1,503.60	$117.43
1	18-45-26-30-00000.0007	$1,503.60	$117.43
1	18-45-26-30-00000.0008	$1,265.46	$98.83
1	18-45-26-30-00000.0009	$1,503.60	$117.43
1	18-45-26-30-00000.0010	$1,503.60	$117.43
1	18-45-26-30-00000.0011	$9,087.75	$709.76
1	18-45-26-30-00000.0012	$6,140.08	$479.54
1	18-45-26-33-0000A.00A1	$1,024.76	$80.03
1	18-45-26-33-0000A.00A2	$904.41	$70.64
1	18-45-26-33-0000A.00A3	$904.41	$70.64
1	18-45-26-33-0000A.00A4	$904.41	$70.64
1	18-45-26-33-0000A.00A5	$904.41	$70.64
1	18-45-26-33-0000A.00A6	$1,262.24	$98.58
1	18-45-26-33-0000A.00A7	$904.41	$70.64
1	18-45-26-33-0000A.00A8	$904.41	$70.64
1	18-45-26-33-0000A.00A9	$904.41	$70.64
1	18-45-26-33-0000A.0A10	$1,199.82	$93.71
1	18-45-26-33-0000A.0A11	$904.41	$70.64
1	18-45-26-33-0000A.0A12	$904.41	$70.64
1	18-45-26-33-0000A.0A13	$904.41	$70.64
1	18-45-26-33-0000A.0A14	$904.41	$70.64
1	18-45-26-33-0000A.0A15	$904.41	$70.64
1	18-45-26-33-0000A.0A16	$1,024.76	$80.03
1	18-45-26-33-0000A.0A17	$904.41	$70.64
1	18-45-26-33-0000A.0A18	$904.41	$70.64
1	18-45-26-33-0000A.0A19	$904.41	$70.64
1	18-45-26-33-0000A.0A20	$904.41	$70.64
1	18-45-26-33-0000A.0A21	$1,083.97	$84.66
1	18-45-26-33-0000A.0A22	$904.41	$70.64

1	18-45-26-33-0000A.0A23	$904.41	$70.64
1	18-45-26-33-0000A.0A24	$904.41	$70.64
1	18-45-26-33-0000A.0A25	$904.41	$70.64
1	18-45-26-33-0000A.0A26	$904.41	$70.64
1	18-45-26-33-0000A.0A27	$904.41	$70.64
1	18-45-26-33-0000A.0A28	$904.41	$70.64
1	18-45-26-33-0000A.0A29	$1,278.97	$99.89
1	18-45-26-33-0000B.00B1	$1,051.15	$82.10
1	18-45-26-33-0000B.00B2	$904.41	$70.64
1	18-45-26-33-0000B.00B3	$904.41	$70.64
1	18-45-26-33-0000B.00B4	$904.41	$70.64
1	18-45-26-33-0000B.00B5	$1,255.17	$98.03
1	18-45-26-33-0000B.00B6	$1,120.01	$87.47
1	18-45-26-33-0000B.00B7	$1,051.15	$82.10
1	18-45-26-33-0000B.00B8	$904.41	$70.64
1	18-45-26-33-0000B.00B9	$904.41	$70.64
1	18-45-26-33-0000B.0B10	$904.41	$70.64
1	18-45-26-33-0000B.0B11	$904.41	$70.64
1	18-45-26-33-0000B.0B12	$1,028.62	$80.34
1	18-45-26-34-00000.0020	$46,683.46	$3,646.02
1	18-45-26-35-00001.0001	$43,928.70	$3,430.87
1	18-45-26-35-00002.0002	$43,928.70	$3,430.87
1	18-45-26-35-00003.0003	$43,928.70	$3,430.87
1	18-45-26-36-00000.0030	$40,608.17	$3,171.53
1	18-45-26-38-00000.0040	$78,171.16	$6,105.23
1	18-45-26-39-0000A.0001	$1,108.16	$86.55
1	18-45-26-39-0000A.0002	$1,108.16	$86.55
1	18-45-26-39-0000A.0003	$1,108.16	$86.55
1	18-45-26-39-0000A.0004	$1,108.16	$86.55
1	18-45-26-39-0000A.0005	$1,108.16	$86.55
1	18-45-26-39-0000A.0006	$1,108.16	$86.55
1	18-45-26-39-0000A.0007	$1,108.16	$86.55
1	18-45-26-39-0000A.0008	$1,108.16	$86.55
1	18-45-26-39-0000A.0009	$1,108.16	$86.55
1	18-45-26-39-0000A.0010	$1,108.16	$86.55
1	18-45-26-39-0000A.0011	$1,108.16	$86.55
1	18-45-26-39-0000B.0001	$893.83	$69.81
1	18-45-26-39-0000B.0002	$893.83	$69.81
1	18-45-26-39-0000B.0003	$893.83	$69.81
1	18-45-26-39-0000B.0004	$893.83	$69.81
1	18-45-26-39-0000B.0005	$893.83	$69.81
1	18-45-26-39-0000B.0006	$893.83	$69.81
1	18-45-26-39-0000B.0007	$893.83	$69.81
1	18-45-26-39-0000B.0008	$893.83	$69.81
1	18-45-26-39-0000B.0009	$893.83	$69.81

1	18-45-26-39-0000B.0010	$893.83	$69.81
1	18-45-26-39-0000B.0011	$893.83	$69.81
1	18-45-26-39-0000B.0012	$893.83	$69.81
1	18-45-26-39-0000B.0013	$893.83	$69.81
1	18-45-26-39-0000B.0014	$893.83	$69.81
1	18-45-26-39-0000B.0015	$893.83	$69.81
1	18-45-26-39-0000B.0016	$893.83	$69.81
1	18-45-26-39-0000B.0017	$893.83	$69.81
1	18-45-26-39-0000B.0018	$893.83	$69.81
1	18-45-26-39-0000B.0019	$893.83	$69.81
1	18-45-26-39-0000B.0020	$893.83	$69.81
1	18-45-26-39-0000B.0021	$893.83	$69.81
1	18-45-26-39-0000B.0022	$893.83	$69.81
1	18-45-26-39-0000B.0023	$893.83	$69.81
1	18-45-26-39-0000B.0024	$893.83	$69.81
1	18-45-26-39-0000B.0025	$893.83	$69.81
1	18-45-26-39-0000B.0026	$893.83	$69.81
1	18-45-26-39-0000B.0027	$893.83	$69.81
1	18-45-26-39-0000B.0028	$893.83	$69.81
1	18-45-26-39-0000C.0001	$893.83	$69.81
1	18-45-26-39-0000C.0002	$893.83	$69.81
1	18-45-26-39-0000C.0003	$893.83	$69.81
1	18-45-26-39-0000C.0004	$893.83	$69.81
1	18-45-26-39-0000C.0005	$893.83	$69.81
1	18-45-26-39-0000C.0006	$893.83	$69.81
1	18-45-26-39-0000C.0007	$893.83	$69.81
1	18-45-26-39-0000C.0008	$893.83	$69.81
1	18-45-26-39-0000C.0009	$893.83	$69.81
1	18-45-26-39-0000C.0010	$893.83	$69.81
1	18-45-26-39-0000C.0011	$893.83	$69.81
1	18-45-26-39-0000C.0012	$893.83	$69.81
1	18-45-26-39-0000C.0013	$893.83	$69.81
1	18-45-26-39-0000C.0014	$893.83	$69.81
1	18-45-26-39-0000C.0015	$893.83	$69.81
1	18-45-26-39-0000C.0016	$893.83	$69.81
1	18-45-26-39-0000C.0017	$893.83	$69.81
1	18-45-26-39-0000C.0018	$893.83	$69.81
1	18-45-26-39-0000C.0019	$893.83	$69.81
1	18-45-26-39-0000C.0020	$893.83	$69.81
1	18-45-26-39-0000C.0021	$893.83	$69.81
1	18-45-26-39-0000C.0022	$893.83	$69.81
1	18-45-26-39-0000C.0023	$893.83	$69.81
1	18-45-26-39-0000C.0024	$893.83	$69.81
1	18-45-26-39-0000C.0025	$893.83	$69.81
1	18-45-26-39-0000C.0026	$893.83	$69.81

1	18-45-26-39-0000C.0027	$893.83	$69.81
1	18-45-26-39-0000C.0028	$893.83	$69.81
1	18-45-26-39-0000C.0029	$893.83	$69.81
1	18-45-26-39-0000C.0030	$893.83	$69.81
1	19-45-26-05-0000B.0010	$23,839.01	$1,861.85
1	19-45-26-05-0000B.0020	$23,839.01	$1,861.85
1	19-45-26-05-0000B.002A	$18,553.14	$1,449.01
183		$1,348,148.53	$105,291.47

Gateway Services Community Development District
Agenda Item Summary **Blue Sheet Number: 11.C**

Resolution 2027-02 - Authorizing The Issuance Of Not Exceeding $7,540,000 Aggregate Principal Amount Of Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area) Awarding The Sale Of The Bonds Through A Private Placement To First Horizon Te1, LLC, A Delaware Limited Liability Company And Subsidiary Of First Horizon Bank; Appointing A Trustee For The Bonds; Approving The Form Of And Authorizing The Execution And Delivery Of A Third Supplemental Trust Indenture; Authorizing The Form Of And Authorizing The Execution And Delivery Of A Loan Agreement; Approving The Application Of Bond Proceeds; Authorizing Certain Modifications To The Assessment Methodology Report And The Engineer's Report; Authorizing The Proper Officials To Take All Actions Necessary In Connection With The Issuance And Delivery Of The Bonds; And Providing For Severability, Conflicts, An Effective Date And Other Matters.

1. **Requested Motion**: **Meeting Date**: October 1, 2026
Adopt Resolution 2027-02 as required to finance the Series 2026 Bonds.

Why the action is necessary:
Approval is necessary in order to issue the Series 2026 Bonds to fund the Fiscal Year 2027 (FY27) Bond projects adopted in the FY27 Budget.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Laura LeRoy

---

5. **Background**:
As part of the adoption of the FY27 Budget at the August 20, 2026 Board meeting, the Board approved proceeding with the issuance of the Series 2026 Bonds to fund the General Fund's portion of the FY27 Capital project expenses.

Attachments:
1. Resolution 2027-02 2026 Bonds.pdf

Financial Impact:
Not to exceed $7,540,000

6. **Alternative Action**:
Do not approve

7. **Staff Recommendations**:
Approve the issuance of the Series 2026 Bonds and authorize the District Manager to use the proceeds to complete the projects as adopted in the FY27 Budget.

RESOLUTION 2027-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $7,540,000 AGGREGATE PRINCIPAL AMOUNT OF GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2026 (GATEWAY ASSESSMENT AREA) (THE "BONDS") FOR THE PRINCIPAL PURPOSE OF FINANCING A PORTION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN RELATING TO THE GATEWAY ASSESSMENT AREA; AWARDING THE SALE OF THE BONDS THROUGH A PRIVATE PLACEMENT TO FIRST HORIZON TE1, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND SUBSIDIARY OF FIRST HORIZON BANK; APPOINTING A TRUSTEE FOR THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT; APPROVING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT AND THE ENGINEER'S REPORT; AUTHORIZING THE PROPER OFFICIALS TO TAKE ALL ACTIONS NECESSARY IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AN EFFECTIVE DATE AND OTHER MATTERS.

WHEREAS, the Gateway Services Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Rule 42F-1.001-.1.003, Florida Administrative Code, as amended, duly adopted by the Florida Land and Water Adjudicatory Commission; and

WHEREAS, the premises governed by the District (the "District Lands") currently consist of approximately 4,488+/- gross acres of land, a portion of which is located within the incorporated area of the City of Fort Myers, Florida (the "City") within Lee County, Florida (the "County") and the remaining portion located within the unincorporated area of the County; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Board of Supervisors of the District (the "Board") has previously adopted Resolution No. 2022-31 on September 1, 2022 (the "Initial Bond Resolution"), pursuant to which the District authorized the issuance of not to exceed $55,000,000 aggregate principal amount of its Special Assessment Bonds to be issued in one or more series to finance all or a portion of the costs of the Capital Improvement Plan; and

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Initial Bond Resolution; and

WHEREAS, the Board finds it necessary and in the best interest of the residents of the District to finance an additional portion of the Capital Improvement Plan with the proceeds of the Bonds; and

WHEREAS, the District has, pursuant to the Initial Bond Resolution, approved the form of and authorized the execution and delivery of the Master Trust Indenture dated as of March 1, 2023 (the "Master Indenture"), by and between the District and Regions Bank (the "Trustee"); and

WHEREAS, the District has accepted the Term Sheet dated September 18, 2026 (the "Term Sheet") from First Horizon TE1, LLC, a Delaware limited liability company and subsidiary of First Horizon Bank (the "Lender"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the District has determined that it would be in the best interest of the residents of the District for the District to issue, and the District has determined to issue, through a private placement with the Lender, its Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area) in the aggregate principal amount of not exceeding $7,540,000 (the "Bonds") for the primary purpose of providing funds to finance that portion of the Capital Improvement Plan relating to the Gateway Assessment Area, as more particularly described in the *Second Supplemental Engineer's Report for the Gateway Services Community Development District: Series 2026 Project* dated September 14, 2026, as such report may be supplemented and amended from time to time (the "Engineer's Report"), with such portion of the Capital Improvement Plan to be financed with the proceeds of the Bonds being hereinafter collectively referred to as the "Series 2026 Project"; and;

WHEREAS, the Board hereby finds it necessary to approve the form of and authorize the execution and delivery of a Third Supplemental Trust Indenture between the District and the Trustee and herein appoints the Trustee as the trustee thereunder (the "Third Supplemental" and, together with the Master Indenture, the "2026 Indenture"); and

WHEREAS, there has been submitted to this meeting with respect to the issuance and private placement of the Bonds and submitted to the Board a form of the Third Supplemental, between the District and the Trustee, substantially in the form attached hereto as Exhibit B; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and private placement of the Bonds and submitted to the Board a form of the Loan Agreement, between the District and the Lender, substantially in the form attached hereto as Exhibit C; and

WHEREAS, in connection with the sale of the Bonds, it may be necessary that certain modifications be made to the *Second Supplemental Assessment Methodology Report Special Assessment Bonds, Series 2026 Gateway Services Community Development District,* dated October 1, 2026, as such report may be supplemented and amended from time to time (the "Assessment Methodology Report"), prepared by Real Estate Econometrics, Inc., and the Engineer's Report to conform such reports to the final terms of the Bonds; and

WHEREAS, the proceeds of the Bonds shall also pay capitalized interest on the Bonds and pay the costs of the issuance of the Bonds, as more fully described herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Gateway Services Community Development District, as follows:

Section I. **Private Placement**. The Bonds shall be privately placed with the Lender. It is hereby determined by the District that a private placement of the Bonds with the Lender will best effectuate the purposes of the Act, is in the best interests of the District and is necessitated by, in general, the characteristics of the issues and prevailing market conditions and specifically, the following additional reasons:

(i) because of the complexity of the financing structure of the Bonds, including the pledge of Special Assessments as security for the Bonds, it is desirable to place the Bonds pursuant to a private placement;

(ii) the District will not be adversely affected if the Bonds are not sold pursuant to a competitive sale.

Section II. **Authorization of Issuance of Bonds**. There are hereby authorized and directed to be issued the Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area) for the purpose of (i) providing funds to pay all of the costs of the Series 2026 Project, (ii) paying capitalized interest on the Bonds, and (iii) paying the costs of issuance of the Bonds. The Bonds shall be issued under and secured by the 2026 Indenture. The form of the Third Supplemental attached hereto as Exhibit B is hereby incorporated into this Resolution as if set forth in full herein.

To the extent that the Bonds are issued in a calendar year other than calendar year 2026, all references to "2026" contained in the designation of the name of the Bonds and any defined term in this Resolution shall, without further action of the Board, be replaced with the calendar year in which the Bonds are issued.

Section III. **Private Placement of the Bonds**. The Bonds may be executed by the District without further action and delivered to, or upon the order of the Lender, provided that (i) the principal amount of the Bonds issued does not exceed $7,540,000; (ii) the Bonds mature not later than May 1, 2047; (iii) the Bonds bear interest at the rate as set forth in the Third Supplemental, provided that such rate shall not exceed the maximum rate as may then be permitted by the laws of the State.

Section IV. **Confirmation of the Lender Proposal**. The District hereby confirms its acceptance of the terms and conditions outlined by First Horizon TE1, LLC, a Delaware limited liability company and subsidiary of First Horizon Bank (the "Lender"), in its Term Sheet dated September 18, 2026 (the "Term Sheet") attached as Exhibit A hereto. The District determines that the Series 2026 Bonds shall have such interest payment dates, such maturity, have such redemption provisions and bear interest at such rate, all as provided in the Term Sheet.

Section V. **Details of the Bonds.** The proceeds of the Bonds shall be applied in accordance with the provisions of the 2026 Indenture. Subject to the parameters set forth in Section 3 of this Resolution, the Bonds shall mature in the year and in the amount, bear interest at such rate and be subject to redemption, all as provided in the 2026 Indenture. The execution of the

Third Supplemental shall constitute approval of such terms as set forth in the Third Supplemental and this Resolution.

Section VI. Authorization of Execution and Delivery of the Third Supplemental Trust Indenture. The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary, if applicable, and the delivery of the Third Supplemental, between the District and the Trustee. The 2026 Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of the Bonds. The Third Supplemental shall be substantially in the form attached hereto as Exhibit B and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Third Supplemental attached hereto as Exhibit B.

Section VII. Loan Agreement. The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary, if applicable, and the delivery of the Loan Agreement, between the District and the Lender. The Loan Agreement shall be substantially in the form attached hereto as Exhibit C and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Loan Agreement attached hereto as Exhibit C.

Section VIII. Authorization and Ratification of Prior Acts. All actions previously taken by or on behalf of District in connection with the issuance of the Bonds are hereby authorized, ratified and confirmed.

Section IX. Appointment of Trustee. The District hereby appoints Regions Bank to act as trustee under the 2026 Indenture. The Trustee shall also serve as the Paying Agent and Registrar under the 2026 Indenture.

Section X. Assessment Methodology Report. The Board hereby authorizes any modifications to the Assessment Methodology Report prepared by Real Estate Econometrics, Inc. in connection with the Bonds if such modifications conform such report to the final terms of the Bonds or modifications to the Series 2026 Project.

Section XI. Engineer's Report. The Board hereby authorizes any modifications to the Engineer's Report prepared by Tetra Tech, Inc. in connection with the Bonds if such modifications conform such report to the final terms of the Bonds or modifications to the Series 2026 Project.

Section XII. Further Official Action. The Chairperson, the Vice Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver

any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

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

Section XIV. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section XV. Public Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

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

PASSED AND ADOPTED, this 1st day of October, 2026.

ATTEST:

_____
Secretary/Assistant Secretary

Gateway Services Community Development District:

_____
Chair/Vice Chair, Board of Supervisors

APPROVED AS TO LEGAL FORM:

_____
District Attorney

EXHIBIT A

TERM SHEET

FIRST HORIZON

COMMITMENT LETTER

September 18th, 2026

MBS Capital Markets LLC
Gateway Services Community Development District
1005 Bradford Way Kingston, TN 37763

Re: Proposed $7,540,000 Term Loan (the "Credit Facility")

Dear Rhonda Mossing:

We are pleased to inform you that FIRST HORIZON BANK ("Lender") hereby offers to commit to make available to Gateway Services Community Development District ("Borrower") the Credit Facility described on the Term Sheet dated as of today attached hereto as Exhibit A (the "Term Sheet"), which Credit Facility shall be subject to the terms and conditions outlined on the Term Sheet.

Lender's offer under this Commitment Letter and the attached Term Sheet (collectively, this "Commitment Letter") shall terminate at the close of its business on September 18th, 2026, unless this offer is accepted in writing by signing a copy of this Commitment Letter in the space provided below and returning it to us by such deadline, time being of the essence.

This Commitment Letter is the only agreement that has been entered into between Borrower and Lender with respect to the Credit Facility, sets forth the entire understanding of the parties with respect thereto and supersedes and replaces all prior negotiations, correspondence, understandings, offers, commitments or agreements between Borrower and Lender with respect to the Credit Facility. There are no unwritten oral understandings or agreements between Borrower and Lender with respect to the Credit Facility.

No condition or other term of this Commitment Letter (including the attached Term Sheet) may be waived or modified except by writing signed by both Lender and Borrower.

This Commitment Letter may be executed in any number of counterparts, each of which shall be original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile transmission or email shall be effective as a delivery of a manually executed counterpart hereof.

This Commitment Letter shall be governed by, and construed in accordance with, the laws of the State of Florida.

If the terms and conditions outlined in this Commitment Letter are acceptable to Borrower, please signify your acceptance of Lender's offer of the aforesaid commitment and your agreement to the terms and conditions set forth in this Commitment Letter by signing the enclosed copy of this Commitment Letter in the space indicated below and returning it to Lender by the aforesaid deadline.

We appreciate very much this opportunity to meet your banking needs and look forward to working with you in the future.

Very truly yours,

FIRST HORIZON BANK

By:_____
Joseph Janoschka, SVP

Accepted and agreed to as of
Sept 22, 2026:

Gateway Services Community Development District

By:_____

Name: G. Edwin Tribble II

Title: Chairman

EXHIBIT "A"

FIRST HORIZON

September 18th, 2026

MBS Capital Markets LLC

Gateway Services Community Development District

1005 Bradford Way

Kingston, TN 37763

Dear Rhonda Mossing:

I am pleased to present you with the term sheet for the construction of the 2026 Project for Gateway Services Community Development District. We value the longstanding relationship and are excited about the new expansion. Summarized below are the basic terms and conditions to meet the financing needs (the "Loan"). This letter is for discussion purposes only and does not constitute a commitment from First Horizon Bank. This proposal is subject to successful completion of our credit approval process and the execution of documentation satisfactory to the Lender.

Lender:	First Horizon Bank ("Lender") First Horizon TE1, LLC a subsidiary of First Horizon Bank (the interest rate will be tax-exempt and will be held in the Bank's subsidiary First Horizon TE1, LLC)
Borrower:	Gateway Services Community Development District ("Borrower")
Loan Amounts:	Up to $7,540,000
Credit Description:	A term loan facility to finance the Series 2026 Project in an aggregate principal amount not to exceed $7.54 million.
Use of Proceeds:	The Term Loan shall be used to construct the Series 2026 Projects for the Gateway Services Community Development District (the "Project").

Fees:	$13,000 (all inclusive)
Interest Rate:	Fixed rate of 4.80%. This rate is good through 10/5/2026
Tax Exempt Status:	The interest rate quoted in this commitment is based on the Borrower under this commitment being qualified for tax-exempt financing. A change in this status that impacts the ability of the Bank to treat the interest earned from this loan as tax exempt will allow the Bank to recalculate the interest rate. A change in applicable tax laws may cause this rate to change.
Repayment Terms:	Interest payments will commence on May 1, 2027, and will be made semiannually on May 1 and November 1 of each year through May 1, 2047. Principal payments will commence on May 1, 2028 and continuing annually through May 1, 2047, the loan will fully amortize. Interest will be calculated using a 360-day year consisting of twelve 30-day months.
Security:	The Series 2026 Bond will be equally and ratably secured under the 2026 Indenture by a lien upon and pledge of the revenues derived from the collection of non-ad valorem special assessments (the "2026 Special Assessments") to be levied upon certain lands within the District specially benefited by the 2026 Project (as hereinafter defined) (the "2026 Pledged Revenues"), and the Funds and Accounts under the 2026 Indenture.
Documentation:	The Loan shall be evidenced and secured by the 2026 Indenture as well as bond issued thereunder, ancillary documents and other documents, all in form and substance satisfactory to Lender and containing such conditions, representations, warranties, covenants, indemnities, events of default and remedies as are customary for Lender's transactions of this type (collectively, the "Loan Documents"). All proceedings and other legal matters in connection with the authorization, legality, validity, and enforceability of the Loan Documents shall be satisfactory to Lender. Lender shall have received such other documents, certificates, approvals or filings as Lender may reasonably request.
Prepayments:	The Loan may be prepaid in whole or in part at any time at the Borrower's discretion, without penalty or premium.

Deposit Accounts:	Borrower agrees to maintain its Gateway General Fund Account (operating account) with Lender so long as the Loan is outstanding.
Reporting:	Annually, within (270) days of year end Annual Audited Financial Statements Annually, Fiscal Year Approved Budget
Loan Covenants:	The District will levy 2026 Special Assessments each year in an amount sufficient to pay 100% of the debt service on the Loan.

As of Sept, 18th, 2026, a basic summary of the terms and conditions is for discussion purposes only. Should the request be modified, additional conditions may be required. If you have any questions or wish to discuss any of the terms and conditions, please telephone me at (239) 246-3430.

Sincerely,

Joseph Janoschka
SVP, Commercial Banking
joe.janoschka@firsthorizon.com

EXHIBIT B

FORM OF THIRD SUPPLEMENTAL TRUST INDENTURE

THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

AND

REGIONS BANK

as Trustee

Dated as of October 1, 2026

Authorizing and Securing

$7,540,000
GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026
(GATEWAY ASSESSMENT AREA)

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 3

ARTICLE II THE SERIES 2026 BONDS 7

SECTION 2.01. Amounts and Terms of Series 2026 Bonds; Issue of Series 2026 Bonds 7

SECTION 2.02. Execution 7

SECTION 2.03. Authentication 7

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2026 Bonds 7

SECTION 2.05. Debt Service on the Series 2026 Bonds. 8

SECTION 2.06. Disposition of Series 2026 Bond Proceeds 8

SECTION 2.07. Appointment of Registrar and Paying Agent 9

SECTION 2.08. Conditions Precedent to Issuance of the Series 2026 Bonds 9

ARTICLE III REDEMPTION OF SERIES 2026 BONDS 11

SECTION 3.01. Redemption Dates and Prices 11

SECTION 3.02. Notice of Redemption 12

ARTICLE IV ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF 2026 SPECIAL ASSESSMENT LIENS 14

SECTION 4.01. Establishment of Certain Funds and Accounts. 14

SECTION 4.02. Series 2026 Revenue Account 15

SECTION 4.03. Power to Issue Series 2026 Bonds and Create Lien 16

SECTION 4.04. The Series 2026 Project to Conform to Consulting Engineers Report 17

SECTION 4.05. Prepayments; Removal of 2026 Special Assessment Liens. 17

ARTICLE V COVENANTS AND DESIGNATIONS OF THE ISSUER 18

SECTION 5.01. Collection of 2026 Special Assessments 18

SECTION 5.02. Reserved 18

SECTION 5.03. Investment of Funds and Accounts 18

SECTION 5.04. Additional Obligations 18

SECTION 5.05. Requisite Owners for Direction or Consent 18

SECTION 5.06. Acknowledgement Regarding Series 2026 Acquisition and Construction Account Moneys Following an Event of Default 18

SECTION 5.07. Additional Covenants Required by Lender 19

ARTICLE VI THE TRUSTEE; THE PAYING AGENT AND REGISTRAR 20

SECTION 6.01. Acceptance of Trust 20

SECTION 6.02. Trustee's Duties 20

TABLE OF CONTENTS
(continued)

Page

ARTICLE VII MISCELLANEOUS PROVISIONS 21
SECTION 7.01. Waiver of Set-Off 21
SECTION 7.02. Interpretation of Third Supplemental Indenture 21
SECTION 7.03. Amendments 21
SECTION 7.04. Counterparts 21
SECTION 7.05. Appendices and Exhibits 21
SECTION 7.06. Payment Dates 21
SECTION 7.07. No Rights Conferred on Others 21
SECTION 7.08. Patriot Act Requirements of the Trustee 21

EXHIBITS

EXHIBIT A DESCRIPTION OF THE SERIES 2026 PROJECT
EXHIBIT B FORM OF SERIES 2026 BOND
EXHIBIT C FORMS OF REQUISITIONS
EXHIBIT D FORM OF INVESTOR LETTER

THIS THIRD SUPPLEMENTAL TRUST INDENTURE (the "Third Supplemental Indenture"), dated as of October 1, 2026 between the GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama, authorized to transact business in the State of Florida and having a corporate trust office in Jacksonville, Florida, as trustee (said banking association and any bank or trust company becoming successor trustee under this Third Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created pursuant to Rule 42F-1.001-1.003, Florida Administrative Code, as amended (the "Rule"), duly adopted by the Florida Land and Water Adjudicatory Commission; and

WHEREAS, the premises governed by the Issuer, as described more fully in the Rule, consisting of approximately 4,488+/- gross acres of land (herein, the "District Lands" or "District"), a portion of which is located within the incorporated area of the City of Fort Myers, Florida (the "City") within Lee County, Florida (the "County") and the remaining portion located within the unincorporated area of the County; and

WHEREAS, the Issuer has determined to undertake, in one or more phases, the design, acquisition and/or construction of District improvements and community facilities as set forth in the Act for the special benefit of the District Lands; and

WHEREAS, in light of such phasing, the Issuer has previously created an assessment area relating to each Series of Bonds issued at one time (which assessment areas may overlap all or in part); and

WHEREAS, the assessment area within the District known as the "Gateway Assessment Area" was previously established in connection with the issuance of the Issuer's Special Assessment Bonds, Series 2023-1 (Gateway Assessment Area) (the "Series 2023-1 Bonds"), and the Series 2026 Bonds are being issued with respect to lands located within such Gateway Assessment Area; and

WHEREAS, the Issuer has previously adopted Resolution No. 2022-31 on September 1, 2022, authorizing the issuance of not to exceed $55,000,000 in aggregate principal amount of its special assessment bonds in one or more Series (the "Bonds") to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of the Master Indenture (as hereinafter defined) and a supplemental trust indenture; and

WHEREAS, the Issuer, with a portion of the proceeds of the herein described Series 2026 Bonds, will be making certain District improvements for the benefit of the community located within the Gateway Assessment Area within the District (such improvements as described on Exhibit A being herein collectively referred to as the "Series 2026 Project"); and

WHEREAS, the District has considered proposals for the financing the costs of the Series 2026 Project and determined the First Horizon TE1, LLC, a Delaware limited liability company and subsidiary of First Horizon Bank, a Tennessee banking corporation ("Lender"), to be the most effective proposal received; and

WHEREAS, the Lender has agreed to loan funds to the District in exchange for the District's Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area) (the "Series 2026 Bonds"), pursuant to the Master Indenture and this Third Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"); and

WHEREAS, in the manner provided herein, the proceeds of the Series 2026 Bonds will be used to provide funds for (i) the Costs of designing, acquiring and/or constructing all of the Series 2026 Project, (ii) the funding of Capitalized Interest through at least November 1, 2027, and (iii) the payment of the costs of issuance of the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds will be secured by a pledge of Series 2026 Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2026 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2026 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2026 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Regions Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2026 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2026 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2026 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2026 Bonds issued and to be issued under this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Third Supplemental Indenture) of any one Series 2026 Bond over any other Series 2026 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2026 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2026 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Third Supplemental Indenture to be and remain in full force and effect.

ARTICLE I
DEFINITIONS

In this Third Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"2026 Special Assessments" shall mean the Special Assessments levied on the assessable lands within the Gateway Assessment Area within the District as a result of the Issuer's design, acquisition and/or construction of all or a portion of the Series 2026 Project, corresponding in amount to the debt service on the Series 2026 Bonds and designated as such in the methodology report relating thereto.

"Assessment Resolutions" shall mean Resolution No. 2022-29, Resolution No. 2022-30 and Resolution No. 2023-03 of the Issuer adopted on September 1, 2022, September 1, 2022 and November 3, 2022, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean the Outstanding principal amount (calculated to the nearest 1¢) of the Series 2026 Bonds held by Lender (or its transferee).

"Bonds" shall mean the Issuer's Special Assessments Bonds issued pursuant to the Master Indenture.

"Capitalized Interest" shall mean interest due or to become due on the Series 2026 Bonds which will be paid from the proceeds of the Series 2026 Bonds.

"Defeasance Securities" shall mean, with respect to the Series 2026 Bonds, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, (5) securities eligible for "AAA" defeasance under then existing criteria of S&P or (6) any combination of the foregoing.

"District Manager" shall mean the manager of the District.

"Indenture" shall mean collectively, the Master Indenture and this Third Supplemental Indenture.

"Insolvency Proceeding" means any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing May 1, 2027, and any other date the principal of the Series 2026 Bonds is paid.

"Interest Rate" means 4.80% per annum.

"Investor Letter" means the letter delivered by Lender on the date of issuance of the Series 2026 Bonds and by any subsequent transferee of the Series 2026 Bonds in substantially the form of Exhibit D attached hereto.

"Lender" means First Horizon TE1, LLC, a Delaware limited liability company and subsidiary of First Horizon Bank, a Tennessee banking corporation and any transferee who satisfies the transfer provisions set forth in Section 2.07 hereof.

"Majority Holders" means the beneficial owners of more than fifty percent (50%) of the Outstanding principal amount of Series 2026 Bonds.

"Master Indenture" shall mean the Master Trust Indenture, dated as of March 1, 2023, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2026 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2026 Bonds as specifically defined in this Third Supplemental Indenture).

"Paying Agent" shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

"Prepayment" shall mean the payment by any owner of property within the Gateway Assessment Area within the District of the amount of the 2026 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of accelerating and/or foreclosing the 2026 Special Assessments. "Prepayments" shall include, without limitation, Series 2026 Prepayment Principal.

"Redemption Price" shall mean the principal amount of any Series 2026 Bond payable upon redemption thereof pursuant to this Third Supplemental Indenture.

"Registrar" shall mean Regions Bank and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Resolution" shall mean, collectively, (i) Resolution No. 2022-31 of the Issuer adopted on September 1, 2022, pursuant to which the Issuer authorized the issuance of not exceeding $55,000,000 aggregate principal amount of its Bonds to finance the design, acquisition and/or construction of District improvements within the District, and (ii) Resolution No. 2027-02 of the Issuer adopted on October 1, 2026, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2026 Bonds in an aggregate principal amount of not exceeding $7,540,000 to finance all or a portion of the design, acquisition and/or construction of the Series 2026 Project, specifying the details of the Series 2026 Bonds and awarding the Series 2026 Bonds to the purchasers of the Series 2026 Bonds.

"Series 2026 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

"Series 2026 Bond Redemption Account" shall mean the Series 2026 Bond Redemption Account established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(f) of this Third Supplemental Indenture.

"Series 2026 Bonds" shall mean the $7,540,000 aggregate principal amount of Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Third Supplemental Indenture, and secured and authorized by the Master Indenture and this Third Supplemental Indenture.

"Series 2026 Capitalized Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Third Supplemental Indenture.

"Series 2026 Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

"Series 2026 General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026 Bond Redemption Account pursuant to Section 4.01(f) of this Third Supplemental Indenture.

"Series 2026 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Third Supplemental Indenture.

"Series 2026 Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026 Bond Redemption Account pursuant to Section 4.01(f) of this Third Supplemental Indenture.

"Series 2026 Pledged Revenues" shall mean (a) all revenues received by the Issuer from 2026 Special Assessments levied and collected on the assessable lands within the Gateway Assessment Area within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such 2026 Special Assessments or from the issuance and sale of tax certificates with respect to such 2026 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture created and established with respect to or for the benefit of the Series 2026 Bonds; provided, however, that Series 2026 Pledged Revenues shall not include (A) any moneys transferred to the Series 2026 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2026 Costs of Issuance Account of the Acquisition and Construction Fund, (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act, and (D) any special assessments not constituting 2026 Special Assessments levied to pay debt service on any indebtedness of the Issuer (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B), (C) and (D) of this proviso).

"Series 2026 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of 2026 Special Assessments being prepaid pursuant to Section 4.05 of this Third Supplemental Indenture or as a result of an acceleration of the 2026 Special Assessments pursuant to Section 170.10, Florida Statutes, if such 2026 Special Assessments are being collected through a direct billing method.

"Series 2026 Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026 Bond Redemption Account pursuant to Section 4.01(f) of this Third Supplemental Indenture.

"Series 2026 Principal Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Third Supplemental Indenture.

"Series 2026 Project" shall mean all of the District improvements benefitting the assessable lands within the Gateway Assessment Area within the District generally described on Exhibit A attached hereto and which constitute a portion of the Capital Improvement Plan.

"Series 2026 Rebate Fund" shall mean the Fund so designated, established pursuant to Section 4.01(i) of this Third Supplemental Indenture.

"Series 2026 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Third Supplemental Indenture.

"Series 2026 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Third Supplemental Indenture.

"Tax Compliance Certificate" shall mean that certain Tax Compliance Certificate, including arbitrage rebate covenants, of the Issuer, dated October 5, 2026, relating to certain restrictions on arbitrage under the Code with respect to the Series 2026 Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Series 2026 Bonds), refer to the entire Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II
THE SERIES 2026 BONDS

SECTION 2.01. Amounts and Terms of Series 2026 Bonds; Issue of Series 2026 Bonds. No Series 2026 Bonds may be issued under this Third Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2026 Bonds that may be issued under this Third Supplemental Indenture is expressly limited to $7,540,000. The Series 2026 Bonds shall be numbered R-1.

(b) Any and all Series 2026 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture or by the Lender and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2026 Bonds upon execution of this Third Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2026 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2026 Bonds shall be executed by the Issuer as set forth in the Master Indenture and shall be registered in the name of the Lender in the registration books kept by the Registrar as provided in the Master Indenture. The book-entry only system of registration shall not be applicable to the Series 2026 Bonds.

SECTION 2.03. Authentication. The Series 2026 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2026 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2026 Bonds.

(a) The Series 2026 Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of designing, acquiring and/or constructing all of the Series 2026 Project, (ii) for the funding of Capitalized Interest through at least November 1, 2027; and (iii) to pay the costs of issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be designated "Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2026 Bonds shall be dated as of the date of initial delivery. Interest on the Series 2026 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2026 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2027, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) The principal or Redemption Price of the Series 2026 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2026 Bonds. The payment of interest on the Series 2026 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2026 Bonds by check or draft drawn on

the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2026 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2026 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to giving such notice or mailing such notice, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. In furtherance of the foregoing, the Lender shall be responsible for calculating any and all amounts owed hereunder.

SECTION 2.05. Debt Service on the Series 2026 Bonds.

(a) The Series 2026 Bonds will be issued as one (1) bond, shall mature on May 1 in the years and in the principal amount, and bear interest at the rate all set forth below, subject to the right of prior redemption in accordance with their terms.

Number	Year	Amount	Interest Rate
R-1	2047*	$7,540,000	4.80%

*Term Bonds

(b) Interest on the Series 2026 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2026 Bonds on the day before the default occurred.

(c) Any interest on any Series 2026 Bonds which is payable, but is not punctually paid or provided for on any Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Holder in whose name the Series 2026 Bonds is registered on the books of the Bond Registrar at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Holder of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. In furtherance of the foregoing, the Lender shall be responsible for calculating any and all amounts owed hereunder.

(d) Notwithstanding anything in the Series 2026 Bonds, this Third Supplemental Indenture or the Indenture to the contrary, a Registered Owner of the Series 2026 Bonds shall not be required to present a physical Series 2026 Bond for payment of principal or interest or any redemption payment prior such time as all amounts due and owing under such Series 2026 Bond have been paid in full.

SECTION 2.06. Disposition of Series 2026 Bond Proceeds. From the net proceeds of the Series 2026 Bonds received by the Trustee in the amount of $7,540,000.00.

(a) $388,058.67 derived from the net proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Capitalized Interest Account in the Debt Service Fund and applied to pay interest on the Series 2026 Bonds when due and payable through at least November 1, 2027;

(b) $261,478.33 derived from the net proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2026 Bonds; and

(c) $6,890,463.00 derived from the net proceeds of the Series 2026 Bonds shall be deposited in the Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture and Section 4.01(a) of this Third Supplemental Indenture.

SECTION 2.07. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2026 Bonds, and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2026 Bonds. Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

In the event that Lender should determine to resell the Series 2026 Bonds, it shall give ten (10) days' advance written notice to the Issuer and the Trustee of the intended sale and the nature thereof which shall be accompanied by (i) if the proposed transferee is not an institutional holder, a written opinion of legal counsel on which the Issuer and the Trustee can rely, and in a form which is reasonably satisfactory to the Issuer and the Trustee, that the proposed sale will be permitted under all applicable Federal or state securities laws, rules or regulations, including, without limitation, the provisions of the Securities Act of 1933 and the Trust Indenture Act of 1939, and that such sale is permitted hereunder, and that all conditions precedent to such sale have been satisfied, and (ii) regardless of whether the proposed transferee is an institutional holder, the Investor Letter prescribed in the next succeeding sentence. Any such sale shall be subject to the purchaser providing to the Issuer and the Trustee an Investor Letter containing the same representations as those provided by the Lender to the District and the Trustee at the initial closing on the Series 2026 Bonds. Further, any subsequent purchaser from Lender, or from such subsequent purchaser, shall be subject to the transfer provisions set forth above as though such purchaser were the Lender as the initial Holder of the Series 2026 Bonds.

SECTION 2.08. Conditions Precedent to Issuance of the Series 2026 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2026 Bonds, all the Series 2026 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions;

(b) Executed originals of the Master Indenture and this Third Supplemental Indenture;

(c) An opinion of Counsel to the District, also addressed to the Trustee, substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to construct and/or purchase the Series 2026 Project being financed with the proceeds of the Series 2026 Bonds, subject to

obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the Series 2026 Project, (iii) all proceedings undertaken by the Issuer with respect to the 2026 Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the 2026 Special Assessments, and (v) the 2026 Special Assessments are legal, valid and binding liens upon the property against which such 2026 Special Assessments are made, coequal with the lien of all state, county, city, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2026 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture; and

(e) The executed Investor Letter in the form attached as Exhibit D from the Lender.

Delivery to the Trustee of the net proceeds from the initial issuance of the Series 2026 Bonds shall be conclusive evidence that the conditions precedent for authenticating the Series 2026 Bonds have been met to the satisfaction of the Issuer and the Lender.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2026 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2026 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2026 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2026 Bonds of a maturity are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2026 Bonds or portions of the Series 2026 Bonds to be redeemed randomly. Partial redemptions of Series 2026 Bonds shall be made in such a manner that the remaining Series 2026 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2026 Bond.

The Series 2026 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2026 Bonds shall be made on the dates specified below.

(a) Optional Redemption. The Series 2026 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time (less than all Series 2026 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2026 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2026 Optional Redemption Subaccount of the Series 2026 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2026 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2026 Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2026 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on an Interest Payment Date), at a Redemption Price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2026 Prepayment Principal deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account following the payment in whole or in part of 2026 Special Assessments on any assessable property within the Gateway Assessment Area within the District in accordance with the provisions of Section 4.05(a) of this Third Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026 Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2026 Rebate Fund and the Series 2026 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2026 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2026 Acquisition and Construction Account not otherwise reserved to complete the Series 2026 Project and which have been transferred to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account.

If such extraordinary mandatory redemption shall be in part, the Issuer shall select such principal amount of Series 2026 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2026 Bonds is substantially level.

(c) Mandatory Sinking Fund Redemption. The Series 2026 Bonds maturing on May 1, 2047 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount
2028	$230,000
2029	240,000
2030	255,000
2031	265,000
2032	280,000
2033	290,000
2034	305,000
2035	320,000
2036	340,000
2037	355,000
2038	370,000
2039	390,000
2040	410,000
2041	430,000
2042	450,000
2043	475,000
2044	495,000
2045	520,000
2046	545,000
2047*	575,000

*Maturity

Upon any redemption or purchase of Series 2026 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2026 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2026 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2026 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2026 Bonds under any provision of this Third Supplemental Indenture or directed to redeem Series 2026 Bonds by the Issuer, the

Trustee shall give or cause to be given to Owners of the Series 2026 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF 2026 SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2026 Acquisition and Construction Account." Proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture, together with any moneys transferred to the Series 2026 Acquisition and Construction Account as provided for herein. Such moneys in the Series 2026 Acquisition and Construction Account shall be disbursed by the Trustee as set forth in Section 5.01 of the Master Indenture. Any moneys remaining in the Series 2026 Acquisition and Construction Account on the Completion Date after retaining an amount required to pay all remaining costs of the Series 2026 Project, as evidenced in writing from the Issuer or from the District Manager, on behalf of the Issuer to the Trustee, shall be transferred to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2026 Acquisition and Construction Account and make such payments as provided in such requisition. Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2026 Costs of Issuance Account." With respect to any requisition from the Series 2026 Acquisition and Construction Account to fund that portion of the Series 2026 Project allocable to the administrative component or waterway management component of the Series 2026 Project, such requisitioned funds shall be equal to the proportion of the cost of such administrative component or waterway management component of the Series 2026 Project allocated to the Gateway Assessment Area, as set forth in the Consulting Engineer's Report. Proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Costs of Issuance Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2026 Costs of Issuance Account to pay the costs of issuing the Series 2026 Bonds. Six months after the issuance of the Series 2026 Bonds, any moneys remaining in the Series 2026 Costs of Issuance Account in excess of the costs of issuing the Series 2026 Bonds requested to be disbursed by the Issuer shall be deposited into the Series 2026 Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2026 Bonds shall be paid from excess Series 2026 Pledged Revenues on deposit in the Series 2026 Revenue Account. When there are no further moneys therein, the Series 2026 Acquisition and Construction Account and the Series 2026 Costs of Issuance Account, as the case may be, shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2026 Revenue Account." 2026 Special Assessments (except for Prepayments of 2026 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2026 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2026 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2026 Principal Account." Moneys shall be deposited into the Series 2026 Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2026 Interest Account." Moneys deposited into the Series 2026 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Third Supplemental Indenture, shall be applied for the purposes provided therein.

Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2026 Capitalized Interest Account." Moneys deposited into the Series 2026 Capitalized Interest Account pursuant to Section 6.04 of the Master Indenture and Section 2.06 of this Third Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the "Series 2026 Sinking Fund Account." Moneys shall be deposited into the Series 2026 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Third Supplemental Indenture.

(f) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2026 Bond Redemption Account" and within such Account, a "Series 2026 General Redemption Subaccount," a "Series 2026 Optional Redemption Subaccount," and a "Series 2026 Prepayment Subaccount." Except as otherwise provided in this Third Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2026 Bonds, moneys to be deposited into the Series 2026 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account.

(g) Moneys that are deposited into the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2026 Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii) hereof.

(h) Moneys in the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account (including all earnings on investments held in such Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2026 Bonds equal to the amount of money transferred to the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof.

(i) The Issuer hereby directs the Trustee to establish a Series 2026 Rebate Fund designated as the "Series 2026 Rebate Fund." Moneys shall be deposited into the Series 2026 Rebate Fund, as provided in the Tax Compliance Certificate and applied for the purposes provided therein.

(j) Moneys on deposit in the Series 2026 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2026 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2026 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2026 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2027, to the Series 2026 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2026 Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2026 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2027, to the Series 2026 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2026 Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2026 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 2028, to the Series 2026 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2026 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2026 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding each May 1, which is the principal payment date for any Series 2026 Bonds, to the Series 2026 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2026 Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2026 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2026 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2026 Interest Account, the amount necessary to pay interest on the Series 2026 Bonds subject to redemption on such date; and

SIXTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2026 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2026 Bonds and next, any balance in the Series 2026 Revenue Account shall remain on deposit in such Series 2026 Revenue Account, unless pursuant to the Tax Compliance Certificate, it is necessary to make a deposit into the Series 2026 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding that the Issuer has funded the Series 2026 Capitalized Interest Account to pay interest on the Series 2026 Bonds through at least November 1, 2027, moneys on deposit in the Series 2026 Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2026 Bonds on any subsequent interest Payment Date if moneys remain after November 1, 2027. When such Account has been depleted of all funds, the Trustee shall be authorized to close such Account.

SECTION 4.03. Power to Issue Series 2026 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2026 Bonds, to execute and deliver the Indenture and to pledge the Series 2026 Pledged Revenues for the benefit of the Series 2026 Bonds to the extent set forth herein. The Series 2026 Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2026 Bonds. The Series 2026 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2026 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. The Series 2026 Project to Conform to Consulting Engineers Report. Upon the issuance of the Series 2026 Bonds, the Issuer will promptly proceed to design, acquire and/ or construct the Series 2026 Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto.

SECTION 4.05. Prepayments; Removal of 2026 Special Assessment Liens.

(a) At any time any owner of property subject to the 2026 Special Assessments may, at its option, or as a result of acceleration of the 2026 Special Assessments because of non-payment thereof, or by operation of law, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the 2026 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the 2026 Special Assessment, which shall constitute Series 2026 Prepayment Principal, plus, except as provided below, accrued interest to the next succeeding Interest Payment Date (or the first succeeding Interest Payment Date if such Prepayment is made within 45 calendar days before an Interest Payment Date), attributable to the property subject to 2026 Special Assessment owned by such owner.

(b) Upon receipt of Series 2026 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the District that the 2026 Special Assessment has been paid in whole or in part and that such 2026 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of 2026 Special Assessments. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall collect the 2026 Special Assessments relating to the design, acquisition and/or construction of all or a portion of the Series 2026 Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. In addition, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2026 Special Assessments, and to levy the 2026 Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2026 Bonds when due. Notwithstanding the immediately preceding sentences or any other provision in the Master Indenture or herein to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the direction of the Majority Holders of the Series 2026 Bonds Outstanding requests that the Issuer not use the Uniform Method, but instead collect the 2026 Special Assessments pursuant to another method available under the Act, Chapter 170, Florida Statutes or Chapter 197, Florida Statutes, or any successor statute thereto, then the Issuer shall collect and enforce the 2026 Special Assessments in the manner and pursuant to the method so requested by the Trustee. Any 2026 Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Reserved.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2026 Bonds accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the 2026 Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding bonds to refund, in whole or in part, a Series of Bonds or from issuing any other Series of Bonds or debt obligations secured by other Special Assessments to fund any other projects, including, but not limited to, the Capital Improvement Plan.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners of the Series 2026 Bonds, shall in each case be deemed to refer to, and shall mean, the Majority Holders of the Series 2026 Bonds.

SECTION 5.06. Acknowledgement Regarding Series 2026 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2026 Bonds are payable solely from the Series 2026 Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding and provided, however, that such actions shall not affect the tax exempt status of the Series 2026 Bonds, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, (i) the Series 2026 Pledged Revenues include, without limitation, all amounts on deposit in the Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2026 Pledged Revenues may not be used by the Issuer (whether to pay costs of the Series 2026 Project or otherwise) without the consent of the Majority Holders of the Series 2026 Bonds, and (iii) the Series 2026 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders of the Series 2026 Bonds, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture.

SECTION 5.07. Additional Covenants Required by Lender. The District covenants and agrees with the Holders from time to time of the Series 2026 Bonds that, so long as the Series 2026 Bonds are Outstanding and Lender is the Registered Owner thereof:

(a) it will maintain the Gateway General Fund Account (operating account) with Lender; provided that the Lender maintains its eligibility as a "qualified public depository" under Chapter 280, Florida Statutes;

(b) it will provide Lender a copy of any notice filed with the Trustee under the Indenture; and

(c) it will submit to Lender annual audited financial statements within two hundred seventy (270) days of fiscal year end and an annual budget within thirty (30) days of adoption, together with any other information concerning the 2026 Special Assessments and the Series 2026 Project that Lender may reasonably request.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2026 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2026 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protections and entitlements inuring to the Trustee under the Master Indenture.

[END OF ARTICLE VI]

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.01. Waiver of Set-Off. The Lender hereby waives any right of set-off the Lender may now or hereafter have with respect to any assets of the District, but only with respect to the obligations of the District hereunder.

SECTION 7.02. Interpretation of Third Supplemental Indenture. This Third Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2026 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Third Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Third Supplemental Indenture shall be read and construed as one document.

SECTION 7.03. Amendments. Any amendments to this Third Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.04. Counterparts. This Third Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.05. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Third Supplemental Indenture are hereby incorporated herein and made a part of this Third Supplemental Indenture for all purposes.

SECTION 7.06. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2026 Bonds or the date fixed for the redemption of any Series 2026 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.07. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2026 Bonds.

SECTION 7.08. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[END OF ARTICLE VII]

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Gateway Services Community Development District has caused this Third Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and Regions Bank has caused this Third Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

Attest:

By:_____
Name: Flavia Walsh
Title: Chairperson, Board of Supervisors

By:_____
Name: Chelsea O'Riley
Title: Secretary, Board of Supervisors

REGIONS BANK, as Trustee, Paying Agent and Registrar

By:_____
Name: Janet Ricardo
Title: Vice President

EXHIBIT A

DESCRIPTION OF THE SERIES 2026 PROJECT

The Series 2026 Project includes, but is not limited to, the following improvements:

Administrative

- Installation of security fencing around Gateway Commons.

Parks and Recreation

- Improvements to parks and recreation facilities fields and amenities, including:
  - additional parking at the Sherman Soccer Complex;
  - relocating the dog park from the Sherman Soccer Complex to the Commons Park and making turf and irrigation improvements;
  - field lighting with remote control link at the Sherman Soccer Complex; and
  - Linear Park improvements, which include adding walking trails, shade pavilions, drinking fountains, fitness equipment, disc golf course, landscaping and a playground area.

Waterway Management

- Addition of a surface water aeration system for Lake 114.

Roadway and Landscape

- Replacement of existing streetlight systems with LED lights, and construction new wiring from transformers to lights.
- Repaving/Construction of Issuer owned roads and accompanying amenities i.e., street signs.
- Replacement and/or addition of new curbs and sidewalks.
- Replacement of landscaping/monument signs.
- Replacement of fifteen irrigation controllers with four new irrigation controllers.

As more particularly set forth in the Second Supplemental Engineer's Report for the Gateway Services Community Development District: Series 2026 Project dated September 14, 2026 prepared by Tetra Tech, Inc. as such report may be supplemented and amended from time to time.

EXHIBIT B

[FORM OF SERIES 2026 BOND]

R-1 $7,540,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF LEE
GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2026
(GATEWAY ASSESSMENT AREA)

Interest Rate	Maturity Date	Date of Original Issuance
4.80%	May 1, 2047	October 5, 2026

Registered Owner: First Horizon TE1, LLC

Principal Amount: Seven Million Five Hundred Forty Thousand Dollars

KNOW ALL PERSONS BY THESE PRESENTS that the Gateway Services Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof, at the designated corporate trust office of Regions Bank, as paying agent (said Regions Bank and any successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of Regions Bank in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing May 1, 2027 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as Registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to May 1, 2027, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by Regions Bank, as trustee (said Regions Bank and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, LEE COUNTY, FLORIDA (THE "COUNTY"), CITY OF FORT MYERS, FLORIDA (THE "CITY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS; HOWEVER, THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, 2026 SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE CITY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Gateway Services Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Rule 42F-1.001-1.003, Florida Administrative Code, as amended, duly adopted by the Florida Land and Water Adjudicatory Commission, designated as "Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area)" (the "Bonds" or the "Series 2026 Bonds"), in the aggregate principal amount of SEVEN MILLION FIVE HUNDRED FORTY THOUSAND 00/100 DOLLARS ($7,540,000) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The Series 2026 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of designing, acquiring and/or constructing the Series 2026 Project (as defined in the herein referred to Indenture). The Series 2026 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of March 1, 2023 (the "Master Indenture"), as supplemented by a Third Supplemental Trust Indenture dated as of October 1, 2026 (the "Third Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2026 Bonds issued under the Indenture, the operation and application of the Debt Service Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2026 Bonds, the levy and the evidencing and certifying for collection, of the 2026 Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Series 2026 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2026 Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the Series 2026 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2026 Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the City, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the City, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for 2026 Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Series 2026 Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of 2026 Special Assessments to secure and pay the Series 2026 Bonds.

The Series 2026 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2026 Bonds shall be made on the dates specified below. Upon any redemption of Series 2026 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2026 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2026 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2026 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2026 Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time (less than all Series 2026 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of the Series 2026 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date.

[Remainder of page intentionally left blank.]

Mandatory Sinking Fund Redemption

The Series 2026 Bonds maturing on May 1, 2047 are subject to mandatory sinking fund redemption on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2026 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year	Mandatory Sinking Fund Redemption Amount
2028	$230,000
2029	240,000
2030	255,000
2031	265,000
2032	280,000
2033	290,000
2034	305,000
2035	320,000
2036	340,000
2037	355,000
2038	370,000
2039	390,000
2040	410,000
2041	430,000
2042	450,000
2043	475,000
2044	495,000
2045	520,000
2046	545,000
2047*	575,000

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on an Interest Payment Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2026 Prepayment Principal deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account following the payment in whole or in part of 2026 Special Assessments on any assessable lands within the Gateway Assessment Area within the District in accordance with the provisions of Section 4.05(a) of the Third Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026 Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2026 Rebate Fund and the Series 2026 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2026 Bonds

and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2026 Acquisition and Construction Account not otherwise reserved to complete the Series 2026 Project and which have been transferred to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account.

Except as otherwise provided in the Indenture, if less than all of the Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Bonds to be redeemed shall be selected randomly by the Trustee, as provided in the Indenture.

Notice of each redemption of the Bonds is required to be mailed by the Trustee by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Trustee or the Paying Agent, all as provided in the Indenture, the Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Trustee or the Paying Agent. Further notice of redemption shall be given by the Trustee to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Master Indenture.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Bonds as to the trust estate with respect to such Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Bonds at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Gateway Services Community Development District has caused this Bond to be signed by the manual signature of the Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the manual signature of the Secretary of its Board of Supervisors, all as of the date hereof.

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By:_____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: October 5, 2026

REGIONS BANK, as Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, rendered on the 6th day of December, 2022.

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By:_____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT – _____ Custodian _____
(Cust) (Minor)

Under Uniform Gifts to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

_____

(please print or typewrite name and address of assignee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORMS OF REQUISITIONS

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026
(GATEWAY ASSESSMENT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Gateway Services Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2023, as supplemented by that certain Third Supplemental Trust Indenture dated as of October 1, 2026 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable: $_____

[Note: If any amounts are to be requisitioned for payment of costs of the administrative component of the District's Capital Improvement Plan, the following breakdown shall be included -- The total amount to be requisitioned shall be allocated as follows: $_____ allocable to the Gateway Assessment Area and payable from the Series 2026 Acquisition and Construction Account.]

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the *Series 2026 Acquisition and Construction Account*;

3. each disbursement set forth above was incurred in connection with the Cost of the Series 2026 Project or other costs of the administrative component of the Issuer's Capital Improvement Plan, which Costs are allocable only to the Gateway Assessment Area; and

4. each disbursement represents a Cost of the Series 2026 Project or other costs of the administrative component of the Issuer's Capital Improvement Plan which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT

By:_____
Responsible Officer

Date:_____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Series 2026 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

_____
Consulting Engineer

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026
(GATEWAY ASSESSMENT AREA)

(Costs of Issuance)

The undersigned, a Responsible Officer of the Gateway Services Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2023, as supplemented by that certain Third Supplemental Trust Indenture dated as of October 1, 2026 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Amount Payable:

(C) Purpose for which paid or incurred: Costs of Issuance

(D) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2026 Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Series 2026 Costs of Issuance Account;

3. each disbursement set forth above was incurred in connection with the issuance of the Series 2026 Bonds; and

4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT

By:_____
Responsible Officer

Date:_____

Exhibit D

Form of Investor Letter

[Lender Letterhead]
[Date]

To: Board of Supervisors
Gateway Services Community
Development District
Fort Myers, Florida

Regions Bank, Trustee
Jacksonville, Florida

Re: Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area)

To the Addressees:

The undersigned is a duly authorized officer of First Horizon TE1, LLC, a Delaware limited liability company and subsidiary of First Horizon Bank, a Tennessee banking corporation (the "Lender"). The undersigned acknowledges receipt, on behalf of the Lender, of the fully executed Gateway Services Community Development District (the "Issuer") Special Assessment Bonds, Series 2026 (Gateway Assessment Area), dated October 5, 2026, in the principal amount of $7,540,000 (the "Bonds"). The undersigned represents, warrants, and covenants in conjunction with its purchase of the Bonds that:

1. The undersigned acknowledges that the Bonds are being issued by the Gateway Services Community Development District (the "Issuer") for the principal purpose of financing the Costs of the Series 2026 Project. The undersigned further acknowledges that the Bonds, which are secured under that certain Master Trust Indenture dated as of March 1, 2023 (the "Master Indenture") and as supplemented by a Third Supplemental Trust Indenture dated October 1, 2026 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and Regions Bank, as trustee (the "Trustee"), creates a security interest in the trust estate described therein (the "Security") for the benefit of the Lender.

2. Lender agrees to the terms and provisions set forth in the Bonds.

3. Lender is a sophisticated investor who has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of prospective investments without reliance upon others. In reaching the conclusion that it desires to acquire the Bonds, Lender has carefully evaluated all risks associated with this purchase and acknowledges that it is able to bear the economic risk, including a complete loss, of this purchase. Lender is either an institutional "accredited investor" within the meaning of Rule 501(a) promulgated under

the Securities Act of 1933, as amended (the "1933 Act") or a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act").

4. Lender presently intends to hold the Bonds to maturity or earlier redemption. Lender is purchasing the Bonds for investment for its own account or for its loan portfolio and is not purchasing the Bonds for resale or other disposition, and Lender has no present intention of reselling or otherwise disposing of all or any part of the Bonds or dividing its interest therein; however, Lender reserves the right to sell participation interests in or otherwise dispose of the Bonds in the future as it chooses. Lender agrees that it will not sell, transfer, assign, or otherwise dispose of the Bonds or such ownership interests therein (1) unless it obtains from the purchaser and delivers to the Issuer either (a) an Investor Letter similar in form and substance to this Investor Letter, or (b) a written acknowledgement that such purchaser is either (i) an institutional "accredited investor" within the meaning of Rule 501 (a) promulgated under the 1933 Act, or (ii) a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act; and (2) except in compliance with the applicable provisions of the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act"), any rules and regulations promulgated under either the 1933 Act or the 1934 Act, and the applicable securities laws of any other jurisdiction, and in connection therewith, Lender agrees that it shall furnish to any purchaser of the Bonds all information required by applicable law.

5. Lender, through its agents and employees, has investigated the Issuer and its financial, statistical, demographic, and other information and acknowledges that it has been furnished with, or has been given access to, without restriction or limitation, all of the underlying documents in connection with this transaction, as well as all other information which a reasonable, prudent, and knowledgeable investor would desire in evaluating the purchase of the Bonds without reliance upon others. The Lender has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors regarding the investment in the Bonds, as it deemed necessary. MBS Capital Markets LLC has not verified nor does it make any representation or warranty as to the accuracy or completeness of any information provided to, or reviewed by, Lender regarding the transaction or investment in the Bonds. Further, Lender acknowledges that the Issuer and other knowledgeable parties have made available to it and its representatives the opportunity to ask any questions it may have, and receive satisfactory answers, concerning the Issuer and the security and the source of payment of the Bonds.

6. Lender has been informed and understands that no official statement has been prepared in connection with the sale and delivery of the Bonds, the Bonds are not and will not be rated, and that the Bonds are not subject to any continuing disclosure undertaking pursuant the SEC Rule 15c2-12.

7. Lender acknowledges that the Bonds do not constitute a debt or loan of the State of Florida or any political subdivision thereof. The security for payment of the Bonds is more particularly described in the Bonds and that certain Master Trust Indenture dated as of March 1, 2023 (the "Master Indenture"), as supplemented by a Third Supplemental Trust Indenture dated October 1, 2026, each by and between the District and Regions Bank, as trustee, of the Issuer authorizing the issuance of the Bonds.

8. The representations in this Investor Letter shall not relieve the Issuer from any obligation to disclose any information required by the documents in connection with the issuance of the Bonds or required by applicable law.

9. This Investor Letter will constitute an agreement with respect to the matters herein contained as of the date hereof. This Investment Letter is expressly for your benefit and may not be relied upon by any other party.

10. Lender represents and warrants that the execution of this Investor Letter has been duly authorized by the Lender and it has been duly executed by an authorized officer thereof.

Signed and delivered as of the date shown above.

(Signature Page Follows)

FIRST HORIZON TE1, LLC,
a Delaware limited liability company

By: First Horizon Bank,
a Tennessee banking corporation,
its attorney in fact, with full power of substitution

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

This LOAN AGREEMENT (this "Agreement") is made and entered into as of October 5, 2026, and is by and between GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida ("Gateway") and FIRST HORIZON TE1, LLC, a Delaware limited liability company, and its successors and assigns (the "Lender");

WHEREAS, the Board of Supervisors ("Board") of Gateway did, on October 1, 2026, adopt a Resolution No. 2027-02 (the "Bond Resolution") authorizing its Gateway Services Community Development District Special Assessment Bonds, Series 2026 (Gateway Assessment Area) in the aggregate principal amount of SEVEN MILLION FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($7,540,000.00) (the "Bonds") and awarded the purchase of the Bonds to the Lender for the purpose of financing a portion of the Capital Improvement Plan relating to the Gateway Assessment Area (as such terms are defined in the Resolution), as more particularly described in the Bond Resolution, and paying costs of issuance of the Bonds (the "Project"); and

WHEREAS, Gateway hereby determines that it is desirable and in the best interest of Gateway to enter into this Agreement (and the Indenture and other Bond Documents as defined hereinbelow), and such other documents that are reasonably required by Lender in connection therewith, and pursuant thereto, Gateway will issue the Bonds to the Lender as evidenced by the Bonds and other Bond Documents, which Bond proceeds will be used for the Project; and

WHEREAS, the issuance of the Bonds by Gateway, in an aggregate principal amount of SEVEN MILLION FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($7,540,000.00), (the "Loan") is intended to be tax-exempt and will finance the costs of the Project; and

WHEREAS, the Bonds shall be issued pursuant to the terms and provisions of that certain Master Trust Indenture dated as of March 1, 2023, as supplemented by that certain Third Supplemental Trust Indenture dated as of October 1, 2026 (collectively, the "Indenture"), each by and between Gateway and Regions Bank, as trustee, and the other documents related thereto (individually or collectively, as applicable, the "Bond Documents"); and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by the Bond Resolution.

NOW THEREFORE, in consideration of the sum of $10.00, the issuance of the Bonds, the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

ARTICLE I
REPRESENTATIONS OF GATEWAY

Gateway represents and warrants to the Lender that:

Section 1.1 **Powers of Gateway.** Gateway is duly organized and validly existing community development district under the laws of the State. Gateway has the power to borrow the amount provided for in this Agreement, to execute and deliver the Bond Documents, to secure the Bonds in the manner contemplated thereby, and to perform and observe all the terms and conditions of the Bonds, Bond Documents and this Agreement on its part to be performed and observed. Gateway may lawfully issue the Bonds in order to obtain funds to finance the Project.

Section 1.2 **Authorization of Loan.** Gateway has, had or will have, as the case may be, full legal right, power, and authority to adopt the Bond Resolution and to execute and deliver this Agreement, to issue, sell, and deliver the Bonds to the Lender, and to carry out and consummate all other transactions contemplated hereby and by the Bond Documents, and Gateway has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. Gateway, by the Bond Resolution, has duly authorized the borrowing of the amount provided for in this Agreement, the execution and delivery of this Agreement, and the making and delivery of the Bonds to the Lender, and to that end Gateway warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Bonds. Gateway has duly adopted the Bond Resolution and authorized the execution, delivery, and performance of the Bonds and the Agreement and the taking of any and all other such action by such authorized persons as may be required on the part of Gateway to carry out, give effect to and consummate the transactions contemplated by the Bond Documents. The Bonds will be duly authorized, executed, issued and delivered to the Lender and once issued will constitute legal, valid and binding obligations of Gateway enforceable in accordance with its terms and the terms of the Bond Resolution, and will be entitled to the benefits and security provided for in the Indenture and this Agreement. At the time of issuance of the Bonds, all approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Bonds or the execution and delivery of or the performance by Gateway of its obligations under the Bond Documents will have been obtained or made and any consents, approvals, and orders to be received or filings then so made will be in full force and effect.

Section 1.3 **Agreements.** Gateway is not in default in any material respect under any material agreement or other instrument to which it is a party or by which it may be bound that will have a material adverse effect on the exercise of its obligations under the Bonds and the Bond Documents. The making and performing by Gateway of this Agreement will not violate any provision of the Act, any ordinance or resolution of Gateway, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement or instrument to which Gateway is a party or by which Gateway is bound. The Bond Documents constitute legal, valid and binding obligations of Gateway, enforceable in accordance with their respective terms.

Section 1.4 **Litigation, Etc.** There are no actions or proceedings pending against Gateway or affecting Gateway or, to the knowledge of Gateway, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of

Gateway, or which question the validity of this Agreement, the Bonds or any of the other Bond Documents or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 1.5 **Financial Information.** The financial information regarding Gateway furnished to the Lender by Gateway in connection with the Bonds is complete and accurate, and there has been no material and adverse change in the financial condition of Gateway from that presented in such information.

ARTICLE II
COVENANTS OF GATEWAY

Section 2.1 **Affirmative Covenants.** Gateway covenants, for so long as any of the principal amount of or interest on the Bonds is outstanding and unpaid or any duty or obligation of Gateway hereunder or under any of the other Bond Documents remains unpaid or unperformed, as follows:

(a) **Use of Proceeds.** Gateway covenants that the proceeds from the Bonds will be used only to finance the Project. Gateway represents that, as of the date of delivery of this Agreement, except for its $11,710,000.00 original aggregate principal amount of Special Assessment Bonds, Series 2023-1 (Gateway Assessment Area), which are secured by separate Assessments, there are no other notes or obligations of Gateway secured by Assessments levied on the Gateway Assessment Area.

(b) **Notice of Defaults.** Gateway shall promptly, but in no event later than fifteen (15) days after it acquires knowledge thereof, notify the Lender in writing upon the happening, occurrence, or existence of any default or event of default under the Bonds, the Indenture or the other Bond Documents, and any event or condition which with the passage of time or giving of notice, or both, would constitute a default or event of default under the Bonds, the Indenture or the other Bond Documents, and shall provide the Lender with such written notice, a detailed statement by a responsible officer or representative of Gateway of all relevant facts and the action being taken or proposed to be taken by Gateway with respect thereto.

(c) **Records.** Gateway agrees that any and all records of Gateway shall be open to inspection by the Lender or its representatives at all reasonable times at the offices of Gateway.

(d) **Maintain Existence.** Gateway shall do all things lawfully within its power to maintain its existence as a community development district of the State, and shall not voluntarily dissolve, terminate or cease to exist.

(e) **Notice of Liabilities.** Gateway shall promptly inform the Lender of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of Gateway.

(f) **Comply with Laws.** Gateway is in compliance with and shall comply with all applicable federal, state and local laws and regulatory requirements.

(g) **Taxes.** In the event the Bonds, this Agreement or any other Bond Document should be subject to the excise tax on documents or the intangible personal property tax, or any similar tax, of the State of Florida, Gateway shall pay such taxes or reimburse the Lender for any such taxes paid by it.

(h) **Investments.** Gateway shall invest only in obligations permitted by the Indenture and applicable law.

(i) **Maintenance of Account with Bank.** Gateway agrees that so long as the Bonds are outstanding, it will maintain one or more depository accounts with First Horizon Bank; provided that First Horizon Bank maintains its eligibility as a "qualified public depository" under Chapter 280, Florida Statutes.

(j) **District Engineer.** Gateway's District Engineer shall oversee the construction of the Project and in the event such District Engineer provides reports on the status thereof, such reports shall be made available to Lender. Gateway shall be responsible for any and all fees and costs associated therewith.

Section 2.2 **Lender Fees and Expenses.** Gateway hereby agrees to pay to Lender a loan fee in the amount of $13,000.00 (all inclusive) at Closing.

Section 2.3 **Covenant to Levy and Collect Assessments.** Gateway hereby covenants and agrees to levy and collect, from Assessments lawfully available in each Fiscal Year, amounts sufficient to pay the principal and interest due on the Bonds in accordance with their terms during such Fiscal Year. Such covenant and agreement on the part of Gateway to levy and collect such amounts of Assessments shall be cumulative to the extent not paid, and shall continue until such Assessments in amounts sufficient to make all such required payments shall have been levied, collected and actually paid.

Section 2.4 **Prepayment.** Gateway shall be entitled to prepay the Bonds prior to maturity in whole or in part at any time at a price of par plus accrued interest to the date of prepayment, upon written notice to the Holder given by Gateway at least two (2) Business Days prior to the date fixed for prepayment.

Section 2.5 **Business Days.** In any case where the due date of interest on or principal of the Bonds is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by Lender.

Section 2.6 **Tax Representations, Warranties and Covenants of Gateway**. Notwithstanding anything herein to the contrary, Gateway hereby covenants and represents that it shall make and take and cause to be made and taken all actions that may be required of it for the interest on the Bonds to be and remain excluded from the gross income of the Holder for federal income tax purposes, and that to the best of its knowledge it has not taken or permitted to be taken on its behalf, and covenants that to the best of its ability and within its control, it shall not make or take, or permit to be made or taken on its behalf, any action which, if made or taken, would adversely affect such exclusion under the provisions of the Code.

Gateway acknowledges that the continued exclusion of interest on the Bonds, once issued, from gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Sections 103(b)(2) and 148 of the Code. Gateway hereby acknowledges responsibility to take all reasonable actions necessary to comply with these requirements. Gateway hereby agrees and covenants that it shall not permit at any time or times any of the proceeds of the Bonds or other funds of Gateway to be intentionally used, directly or indirectly, to acquire or to replace funds which were used directly or indirectly to acquire any higher yielding investments (as defined in Section 148 of the Code), the acquisition of which would cause the Bonds to be an arbitrage bond for purposes of Sections 103(b)(2) and 148 of the Code.

Gateway understands that the foregoing covenants impose continuing obligations on it to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable

Section 2.7 **Financial Statements.** Gateway shall, upon receipt by Gateway or within Two Hundred Seventy (270) days of each Fiscal Year-end, whichever is sooner, provide the Lender with an electronic (pdf) or printed copy of its Annual Financial Report (or equivalent annual report of operations) and its current year operating budget and audited Fiscal Year-end financial statements. Gateway shall also provide to the Lender any other financial information reasonably requested by such Lender.

ARTICLE III
THE BONDS

Section 3.1 **The Bonds.** The Lender hereby agrees to the issuance by Gateway, and purchase from Gateway, of the Bonds in an aggregate amount not to exceed SEVEN MILLION FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($7,540,000.00) to be evidenced by the Bonds and other Bond Documents, to provide funds to finance the Project, upon the terms and conditions set forth in the Bond Resolution and in this Agreement and other Bond Documents. Gateway agrees to repay the Bonds, upon the terms and conditions set forth in the Bond Documents.

ARTICLE IV
MISCELLANEOUS

Section 4.1 **No Waiver; Cumulative Remedies.** No failure or delay on the part of the Lender in exercising any right, power or remedy shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 4.2 **Amendments, Changes or Modifications to the Agreement.** This Agreement shall not be amended, changed or modified except by written instrument between the Lender and Gateway. Gateway agrees to pay all of the Lender's reasonable costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at Gateway's request or behest.

Section 4.3 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 4.4 **Severability.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 4.5 **Term of Agreement.** Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by Gateway in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Bonds are outstanding.

Section 4.6 **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to Gateway: Gateway Services Community Development District
11137 Gateway Blvd.
Fort Myers, Florida 33913

If to the Lender: First Horizon TE1, LLC
6651 Orion Drive
Ft. Myers, Florida 33912
Attention: Joe Janoschka, Senior Vice President

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 4.6.

Section 4.7 **Applicable Law.** For purposes of this Agreement, Florida law shall govern the terms of this Agreement. Venue and jurisdiction for any litigation shall be in a State of Florida court of appropriate jurisdiction in Lee County, Florida.

Section 4.8 **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. Gateway shall have no rights to assign any of their rights or obligations hereunder without the prior written consent of the Lender.

Section 4.9 **Conflict.** In the event any conflict arises between the terms of this Agreement and the terms of any other Bond Document, the terms of this Agreement shall govern in all instances of such conflict.

Section 4.10 **No Third Party Beneficiaries.** It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and their respective successors in interest and permitted assigns of the parties and no person not a party hereto shall have any rights or privileges hereunder.

Section 4.11 **Entire Agreement.** Except as otherwise expressly provided, this Agreement and the other Bond Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 4.12 **Further Assurances.** The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 4.13 **Waiver of Set-Off**. Lender hereby waives any right of set-off Lender may now or hereafter have with respect to any assets of the District, but only with respect to the obligations of the District hereunder.

Section 4.14 **Waiver of Right to Trial By Jury**. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR THE BONDS OR ANY BOND DOCUMENT EXECUTED IN CONNECTION HEREWITH OR IN THE FUTURE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN OR ORAL) OR ACTIONS OF THE PARTIES, AND THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER ENTERING INTO THIS AGREEMENT.

[signature page follows]

IN WITNESS WHEREOF, the GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT has caused this Agreement to be executed by the Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board, and FIRST HORIZON TE1, LLC has executed this Agreement, to be effective between them as of the date of first set forth above.

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Flavia Walsh
Title: Chairperson, Board of Supervisors

ATTEST: [OFFICIAL SEAL]

_____
Name: Chelsea O'Riley
Title: Secretary, Board of Supervisors

FIRST HORIZON TE1, LLC, a Delaware limited liability company

By: First Horizon Bank, a Tennessee banking corporation, its Attorney-in-Fact with full power of substitution

By: _____
Joe Janoschka
Senior Vice President

[signature page to Loan Agreement]

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.D**

Discussion concerning amendments to Chapter VII Parking & Towing Rules and Parking Fee Schedule on the District parking facilities and other District property the Parking Rules

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Discussion regarding proposed amendments to Chapter VII of the District's Rules, the Parking Rules, concerning parking and towing at District parking facilities and other District-owned property, amending and revising provisions relating to the parking fee schedule for resident and non-resident use, administrative fees, invoicing procedures, collection costs, towing-related fees; the times and manner of parking; unauthorized/prohibited acts; collection and enforcement procedures for violations of the Parking Rules; penalty fees for non-payment and escalating fees for repeated non-compliance; repeat violator procedures, and other parking program enforcement mechanisms. for resident and non-resident use and setting a public hearing to adopt proposed amendments to Chapter VII of the District's rules for November 5, 2026 at 3:00 pm or soon thereafter.

Why the action is necessary:

Rule development, present proposed amendments to Chapter VII of the District's Rules, the Parking Rules, provide discussion, and receive comment regarding parking and towing regulations at District parking facilities and other District-owned property. The proposed amendments are intended to address additional enforcement scenarios, invoicing procedures, administrative costs, towing-related fees, escalating penalties, and other operational matters necessary to effectively administer and enforce the District's parking program.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Randy Paniagua

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5. **Background**:

The District previously adopted Chapter VII of its Rules regarding parking and towing at District parking facilities and established a fee schedule for resident and non-resident use of District parking facilities.

Since implementation of the parking program, staff has identified additional enforcement and administrative scenarios that are not expressly addressed within the current rules and fee schedule. Proposed amendments under consideration may include fees and procedures related to unpaid parking charges, invoicing and collection activities, administrative review costs, unauthorized overnight parking, towing and impound-related charges, repeat violations, escalating penalties for non-payment, and other enforcement actions commonly associated with parking management programs.

The purpose of this agenda item is to obtain Board and public feedback on proposed

revisions before development of final rule amendments and an updated fee schedule for adoption consideration.

Attachments:
1. Rule Development Notice 9.19.26.pdf
2. Fee Schedule Draft 10.01.2026.pdf
3. Facilities Rules and Regulations draft 10.1.26 app edits-.pdf

Financial Impact:
$0 Capital/Investment Cost.

Proposed fees are intended to recover administrative and enforcement-related costs associated with the parking program. Under the existing contract structure, net parking revenue is shared pursuant to the approved agreement, with 80% allocated to GSCDD and 20% allocated to Premium Parking.

6. **Alternative Action**:
Do nothing and continue operating under the existing Chapter VII Rules and Parking Fee Schedule.

7. **Staff Recommendations**:
Staff recommends receiving public comment, and providing direction regarding the proposed amendments to Chapter VII, the Parking Rules, and the revised parking fee schedule prior to scheduling a public hearing for consideration and adoption.

NOTICE OF RULE DEVELOPMENT BY GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF RULE DEVELOPMENT BY
GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
In accord with Chapters 190 and 120, Florida Statutes, the Gateway Services Community Development District ("District") hereby gives notice of its intention to amend Chapter VII of the District's rules, the Parking Rules, which govern the use of District parking facilities, by amending and revising provisions relating to: the times and manner of parking; unauthorized/prohibited acts; collection and enforcement procedures for violations of the Parking Rules; rates, fees, charges and fee schedules relating to District parking facilities, including administrative fees, penalty fees for non-payment and escalating fees for repeated non-compliance. The purpose and effect of the proposed amendments to the Parking Rules is to provide for efficient and effective District operations and to recover the cost to operate and maintain District facilities. Sections 190.011(5) and 190.035, F.S. (2026) grant rulemaking authority for the proposed amendments to the Parking Rules. Legal authority for the proposed amendments and the law being implemented includes Sections 190.011(5),(10),(15); 190.012(2)(a), 190.012(2)(d), 190.012(3), 190.035, 190.041 and Section 715.07, Florida Statutes (2026). A copy of the proposed amendment to the Parking Rules once drafted may be obtained by contacting the District Manager at 11922 Fairway Lakes Dr., Ste 1, Fort Myers, FL 33913; Phone: 239-561-1313; Fax: 239-561-1350; or by email to PublicRecords@gatewaydistrict.org. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or in writing.

Chelsea O'Riley CFM, MPA, District Manager
Gateway Services Community Development District
September 19 2026
LSAR0598763

Post Date: 09/19 12:00 AM *Refcode: #LSAR0598763* *Print*

FEE SCHEDULE

RESIDENCY BASED FEES	RESIDENT/NON-RESIDENT	FEE	NOTES
Parking	RESIDENT	FREE	At designated District parks. Must be registered with Gateway
Parking	NON-RESIDENT	$2/hour	As applicable.
Parking - DISABLED VETERAN	NOT APPLICABLE	FREE	At designated District parks. Must be registered with Gateway.
Parking Violation Fee	NOT APPLICABLE	$50	Assessed when a vehicle is parked in violation of parking rules, including failure to pay required parking fees, parking in non-designated parking areas, unauthorized parking in ADA-accessible spaces, obstructing fire lanes or loading zones, or parking in other restricted areas.
Unpaid Parking Fee (Baseline)	NOT APPLICABLE	$24	Assessed when a vehicle's parking session cannot be verified through the parking management system, including situations where license plate information is unavailable or unreadable by parking attendants or license plate recognition technology. The fee reflects the full daily parking rate due to the inability to determine the length of stay.
Late Payment Administrative Fee- 15 days	NOT APPLICABLE	$30	Assessed when an unpaid parking fee remains outstanding for more than 15 days from the date of issuance.
Late Payment Administrative Fee- 30 days	NOT APPLICABLE	$30	Assessed when an unpaid parking fee remains outstanding for more than 30 days from the date of issuance.
Overnight Violation Parking Fee	NOT APPLICABLE	$60	Assessed when a vehicle remains parked at the facility outside of authorized operating hours or is left on-site overnight without prior approval.
Dry Run Towing Fee	NOT APPLICABLE	$10	Assessed when towing services are requested by GSCDD to remove a vehicle for a parking violation, but the tow is canceled after the violation is resolved or enforcement action is withdrawn

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KEY:		
	+	Requires one-time sign-up and access to all facilities, excludes dog park.
	Red underline	New
	~~Purple strikethrough~~	Removed

Exhibit A

RULE VII

RULES AND REGULATIONS FOR THE DISTRICT'S DESIGNATED PUBLIC PARKING AREAS/FACILITY(IES) AT DISTRICT RECREATIONAL FACILITIES

DRAFT FOR 10.01.26 AGENDA

Gateway Services Community Development District

Parking Rules and Regulations

Parking rules and regulations for parking at public parking areas/facilities at the District's recreational facility(ies) are designed to promote safe, efficient, and fair use of designated Gateway Services Community Development District ("District") public parking areas/facilities at District recreational facilities, while ensuring the well-being of both drivers and the community.

1. Applicability

These Rules and Regulations For The District's Designated Public Parking Areas Facility(ies) At District Recreational Facilities ("Parking Rules"), apply to the District's public parking area/facilities at the District recreational facilities depicted on the attached Exhibit "B" (the "Parking Facilities").

DEFINITIONS;

~~For purposes of these Parking Rules, in addition to the definitions of "Vehicles" and "Vessels" in Sections 715.07(1)(a) and (b), Florida Statutes.~~

A. *Gateway Resident.* Any individual who resides within the Gateway Services Community Development District and can provide proof of residency through verification by means of a valid driver's license, owner-of-record documentation, valid government identification card or a current utility bill.

B. *Gateway Resident Vehicle*, ~~and whose vehicle~~ Vehicle with a registration ~~reflects~~ having a residential address located within the ~~Gateway Services Community Development District~~ District.~~for any vehicle receiving a residential parking permit.~~

C. For purposes of these Parking Rules, in addition to the definitions of "Vehicles" and "Vessels" in Sections 715.07(1)(a) and (b), Florida Statutes.

~~A.~~

~~B.~~ *Vehicle*. As defined in Section 715.07(1)(a), Florida Statutes, any mobile item which normally uses wheels, whether motorized or not, thus including but not limited to cars, trucks, recreational vehicles, motor homes, campers, trailers, golf carts, bicycles, or any other item on wheels. Properly registered and licensed low-speed vehicles (LSVs) shall be considered Vehicles for purposes of these Rules and may be eligible for a ~~residential~~ parking permit if otherwise authorized by the District. Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the Parking Facilities.

~~C.~~ *Vessel*. As defined in Section 715.07(1)(b), Florida Statutes, every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water, other than a seaplane or a "documented vessel" as defined in s. 327.02.

~~D.~~ *Parked*. A Vehicle or Vessel stopped, standing, or left within the Parking Facilities, whether attended or unattended.

~~E.~~ *Tow-Away Zone.* District property where there is unauthorized parking

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or where parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

2. Hours of Operation; Ownership; Management

The Parking Facilities are open only during the hours when the associated recreational facility is open. No overnight parking is allowed unless prior written consent has been provided by the District. The District is the owner of the Parking Facilities. The District may engage or contract with a party as a Parking Manager (the "Parking Manager") to manage the Parking Facilities. ~~, and the District has engaged Premium Parking(the "Parking Manager") to manage the Parking Facilities.~~

3. Use of Parking Facilities

Subject to payment of posted parking fees and compliance with these Parking Rules, non-commercial vehicles are permitted to park within designated Parking Areas in the Parking Facilities. No vessels shall be parked on, over, or within the Parking Facilities. No trailers of any kind shall be parked on, over, or within the Parking Facilities. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Parking Rules, the trailer and the vehicle are subject to towing.

No commercial vehicles, limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton shall be parked on, over, or within the Parking Facilities, except during the period of delivery or the provision of services to the District's recreational facilities. Notwithstanding the foregoing, a vehicle of a District vendor performing services on behalf of the District is permitted to park the subject vehicle in an area where parking is generally prohibited, provided such vehicle is parked for no more than one (1) hour or such longer time as approved by the Parking Manager, if the parking of the vehicle in such location is necessary for the vendor to perform the services they are hired or contracted to perform. Nothing herein shall prohibit the parking of federal, state, county, municipal, special district, or other governmental vehicles while engaged in official governmental business. Additionally, any vehicle entitled to free parking under applicable Florida law, including vehicles displaying qualifying disabled veteran license plates or disabled parking permits, shall be exempt from parking fees to the extent required by law.

No vehicle or vessel bearing a "For Sale" or similar sign or signage shall be parked on, over, or within the Parking Facilities.

Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, golf carts, unregistered vehicles, vessels, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the Parking Facilities. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District are exempt from this provision.

Any vehicle that cannot operate on its own power, including, but not limited to any vehicle not having all of its tires inflated, is prohibited from being parked on, over, or within the Parking Facilities and shall immediately be removed.

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No vehicle which requires registration and bears either an expired registration or a license plate that fails to match the vehicle registration, or which requires but is missing a license plate, shall be parked on, over, or within the Parking Facilities.

No vehicle parked on, over, or within the Parking Facilities shall be used as a domicile or residence either temporarily or permanently.

~~No vessels shall be parked on, over, or within the Parking Facilities.~~

Oversized or long vehicles may not use the Parking Facilities.

4. Towing ~~and Immobilization~~

Those Parking Facilities within the boundaries of the District depicted in **Exhibit A**, which **Exhibit A** is incorporated herein by reference, are hereby established and declared as "Tow-Away Zones" for all unauthorized parked Vehicles and Vessels ("**Tow Away Zone**").

Any unattended vehicle or vessel parked on, over, or within the Parking Facilities in violation of the Parking Rules shall be considered as an unauthorized parked vehicle or vessel and is subject to being towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors to tow/remove unauthorized Vehicles or Vessels in accordance with Florida law and with the policies set forth herein.. Any unattended vehicle or vessel parked on, over, or within the Parking Facilities in violation of the Parking Rules shall be considered as an unauthorized parked vehicle or vessel and is subject to the District exercises all available legal remedies ~~being immobilized~~ at the vehicle owner's expense~~, by an immobilization company or operator.~~ Any vehicle or vessel parked on, over, or within the Parking Facilities without payment of the required parking fee is considered and deemed an unauthorized parked vehicle or vessel. Notice that unattended unauthorized vehicles or vessels are subject to being towed ~~or immobilized~~ without the consent of the owner or other legally authorized person in control of such unauthorized vehicle or vessel shall be posted on District Parking Facilities in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*. In addition to, or in lieu of towing, any vehicle parked outside of designated parking areas, in non-designated locations, or otherwise in violation of these Parking Rules may be assessed a Parking Violation Fee as established in the District's Fee Schedule.

To effect towing/removal ~~or immobilization~~ of an unattended unauthorized vehicle or vessel, the District Manager or his/her designee must verify that the subject vehicle or vessel is not authorized by the District to park in the Parking Facilities and then must contact a firm authorized by Florida law to tow/remove ~~or immobilize~~ vehicles or vessels for the removal ~~or immobilization~~ of such unauthorized vehicle or vessel at the owner's expense. The unattended unauthorized vehicle or vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes* and applicable Lee County ordinances; and if available as a legal remedy, ~~shall be~~ immobilized in accordance with Florida law and applicable Lee County ordinances.

DRAFT FOR 10.01.26 AGENDA

Towing ~~or immobilization~~ may be undertaken without warning upon direction in writing (email, text and facsimile is acceptable) from the District Manager or a designee of the District Manager, whereby the tow contractor ~~or immobilization~~ contractor is then authorized to commence towing ~~or immobilization~~ for a violation or violations of these Parking Rules. The District may assign to the Parking Manager (as "Assignee") the responsibility to manage the agreement(s) with any tow contractor ~~or immobilization contractor~~. Neither the District nor its Assignee shall be liable to the owner of any such towed vehicle or vessel for trespass, conversion, or otherwise. The District, its Assignee, and the employees and agents thereof shall not be guilty of any criminal act by reason of towing ~~or immobilization~~ pursuant to these Parking Rules.

5. Fees and Payment

All authorized users of the Parking Facilities are required to pay the posted parking fees. Payment methods include credit/debit cards, mobile apps, and near-field communication (Apple and Google Pay) or other forms of payment required by law.

Special rates, discounts, or validations may apply during designated hours or days.

Failure to pay the posted parking fees by an authorized user of the Parking Facilities constitutes a violation of these Parking Rules and may result in additional administrative expenses and towing by a third-party towing service under contract with the District to provide such services, each at the owner's expense.

If a user of the Parking Facilities fails to pay the required parking fee at the time of use, the District or its Parking Manager is authorized to issue an invoice to the owner of the vehicle, as identified through license plate recognition technology or other available means, for the unpaid parking fee(s) together with an administrative fee in an amount established by the Board of Supervisors from time to time. Such invoice shall be sent by regular mail, electronic mail, or other reasonable means to the registered owner's address of record. Failure to pay an invoice within 30 days of issuance may result in: (i) referral to a third-party collection agency, with all collection costs assessed to the vehicle owner; (ii) revocation or suspension of parking privileges at District Parking Facilities; (iii) towing or immobilization of the vehicle upon its return to any District Parking Facility; and/or (iv) any other remedy available at law or in equity. The registered owner of a vehicle shall be presumed responsible for all parking fees incurred by that vehicle unless the owner demonstrates, to the reasonable satisfaction of the Parking Manager, that the vehicle was not within the owner's custody or control at the time the fee was incurred. Nothing in this section shall limit the District's authority to tow or immobilize vehicles pursuant to these Parking Rules.

6. Fee Schedule

The initial parking fee schedule for the Parking Facilities is $2.00/hour, which may be adjusted at any public hearing of the Board of Supervisors after prior published notice, that provides for discussion and public comment and incorporated into the District's Fee Schedule. Gateway Residents will be issued an annual parking permit free of charge. The initial administrative fee for the processing of unpaid parking fees and the ~~The~~ initial parking, administrative, and enforcement fees applicable to the Parking Facilities shall be as follows:

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PARKING FEES

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Parking Violation Fee

$50.00 per day/incident
Assessed when a vehicle or vessel is parked in violation of Parking Rules, including but not limited to failure to pay required parking fees, parking in non-designated parking areas, unauthorized parking in ADA-accessible spaces, obstructing fire lanes or loading zones, or parking in other restricted areas.

Unpaid Parking Fee (Baseline)

$24.00
Assessed when a vehicle's parking session cannot be verified through the parking management system, including situations where license plate information is unavailable or unreadable by parking attendants or license plate recognition technology. The fee reflects ~~the~~ the applicable daily parking fee due to the inability to determine the length of stay.

Late Payment Administrative Fee - 15 Days

$30.00
Assessed when an unpaid parking fee remains outstanding for more than 15 days from the date of issuance.

Late Payment Administrative Fee - 30 Days

$30.00
Assessed when an unpaid parking fee remains outstanding for more than 30 days from the date of issuance. This fee is assessed in addition to any previously imposed late payment administrative fee.

Overnight Parking Violation Fee

$60.00 per day/incident
Assessed when a vehicle remains parked at the facility outside of authorized operating hours or is left on-site overnight without prior written approval.

Dry Run Towing Fee

$10.00
Assessed when towing services are requested by ~~GSCDD~~ the District to remove a vehicle or vessel for a parking violation, but the tow is canceled after the violation is resolved or enforcement action is withdrawn, provided the District incurs a charge from the towing contractor for the canceled service call.

7. Residential Parking ~~Permit~~ Pass

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A Gateway Resident, as defined, may apply for an annual Residential Parking Permit, by submitting an application on District required forms and provide the required forms of valid identification and residency within the ~~Gateway Services~~ District Boundary. The permit application may be obtained through and submitted to the Parking Manager, or by visiting the District Office.

8. Event Parking

The Parking Manager in consultation with the District Manager, is authorized to offer parking permit reservations for District approved special events. Such spaces shall be clearly identified, indicating they are for "event parking". In addition, the Parking Manager or designee may place signage for an event identifying the event parking spaces.

9. Access Control

The District may use license plate reader ("LPR") cameras and signage to control entry, exit, and compliance with the Parking Rules. Users of the Parking Facilities must follow instructions, yield to pedestrians, not tailgate or attempt to enter/exit without proper authorization.

10. Speed Limit and Traffic Flow

The maximum speed limit within the Parking Facilities is five mph, which will be identified with appropriate signage. Users must follow directional signs and traffic flow patterns. One-way and safety/fire lanes must be observed accordingly.

11. Parking Spaces

Users of the Parking Facilities shall pay all required fees and park only within designated parking spaces, shall not block access lanes, walkways, or other vehicles, and shall use accessible parking spaces only with a valid disability permit or license plate.

12.Time Restrictions

Users shall observe posted time limits for parking in specific areas, including loading zones, drop-off zones, short-term "pickup" spaces and zones, and/or specific spaces for hourly parkers.

13. Vehicle Restrictions

Motorcycles and bicycles must use designated parking areas or racks (if available).

14. Additional Prohibited Actions

The following additional activities or actions are prohibited on, over, or within the Parking Facilities:

- Overnight parking, camping or sleeping in vehicles.
- Littering or dumping of trash in the Parking Facilities.
- Maintenance or repair work on vehicles, including changing oil or fluids.

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- Soliciting, loitering, or engaging in disruptive behavior.

15. Security and Personal Safety

Users shall park at their own risk. Neither the District nor the Parking Manager is responsible for theft, damage, or accidents. Users shall report any suspicious activity to local law enforcement or dial 911.

16. Enforcement and Violations

Violations of these rules may result in administrative expenses, towing, or revocation or suspension of parking privileges, the costs of which shall be borne by the user.

Appeals of notices of violations must be submitted to the Parking Manager and District Manager within seven (7) calendar days of issuance. A written determination will be provided. If the user disagrees with the determination of the Parking Manager or District Manager, the user may attend the next regularly scheduled Board of Supervisors meeting and request that the appeal be heard and considered by the Board.

17. Emergency Procedures:

In the case of an emergency services should be contacted by dialing 911.

18. Contact Information:

For facility-related inquiries, contact [Facility Management Office]. For security concerns, contact Gateway Services CDD at (239) 561-1313 or by submitting a SeeClickFix on the District website at www.gatewaydistrict.org.

For assistance with payments or questions about rates, contact Customer Service at (844) 236-2011

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Exhibit B

Parking Facilities

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Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.E**

Resolution 2027-04 - Policies and Procedures for Board and Committee Members

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Review and discuss, substantially revised and updated rules of engagement for Board, Committee and Subcommittee Members and approve Resolution 2027-04.

Why the action is necessary:

To update the policies and procedures.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Chelsea O'Riley

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Attachments:

1. Board Policies Procedures Manual 2.9.26 DRAFT CLEAN.pdf
2. Resolution 2027-04 ADOPTING POLICIES AND PROCEDURES FOR BOARD AND COMMITTEES.pdf

Financial Impact:

N/A

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:

Review, discuss and provide direction to staff on the manual.
Approve Resolution 2027-04.

DRAFT

GATEWAY

SERVICES CDD

BOARD OF SUPERVISORS, COMMITTEES AND SUBCOMMITTEES

POLICIES AND PROCEDURES MANUAL

Contents

Introduction 2

Mission, Powers and Duties 2

How the Board of Supervisors will Operate: 3

Code of Conduct: 3

Assignment/Designation of Board of Supervisors Representative for projects, issues 5

Sunshine Law 6

E-Mail Policy 7

Public Records 7

How the Committees will Operate: 8

Code of Conduct 8

Assignment/Designation of Committee Representative for projects, issues 8

Sunshine Law 8

E-mail Policy 8

Public Records 9

APPENDIX A 10

Protocol And Meeting Procedures For Committees Established By The Board Of Supervisors And Any Authorized Subcommittees as adopted by Resolution 2026-10: 10

APPENDIX B 13

Organizational Chart 13

APPENDIX C 14

General Procedures for the Conduct of Gateway Services CDD Meetings: 14

APPENDIX D 16

Gateway Services Community Development District Protocol and Meeting Procedures [Revised, Adopted _____, 2026] 16

APPENDIX E 21

Additional Resources 21

Introduction

The goal and purpose of this Board of Supervisors, Committees and Subcommittees Policies and Procedures Manual ("Manual") is for the purpose of providing a reference guide to assist the Board of Supervisors ("Board") and members of committees and subcommittees established by the Board (hereinafter at times said committees and subcommittees collectively referred to as "Committees"), in the performance of their roles. Unless otherwise identified as a "rule" or "requirement", the policies and procedures in the Manual are intended to be guidelines, not "rules" or "requirements" on how to conduct business and address policy and procedure questions that arise from time to time. To the extent authorized by law, the Board may vary these policies and procedures on a case-by-case basis by a majority vote. The Committees may not modify or alter the policies and procedures in this Manual.

As the Board continues to discover situations that are unique to Gateway, it may want to update and amend this Manual, as some of these policies and procedures need to be modified or eliminated or new ones adopted.

By having an agreed-upon guide, members of the Board and Committees also may develop common expectations on proper conduct of Board and Committee members, their meetings, and dealings with the public, the District Manager and personnel.

This Manual does not replace or supersede, but is intended to be used in conjunction with, "Applicable Law", including but not limited to Florida Statutes, applicable court decisions [case law], applicable ordinances, opinions of agencies or commissions, adopted District rules of procedure, adopted District protocol and meeting procedures, other applicable rules and regulations and the District's annual budget, as appropriate.

Mission, Powers and Duties

Mission of the District

Utilizing the powers outlined in its charter, Ch. 190, Florida Statutes, including certain "optional" powers, and other Applicable Law, provide, support, manage and finance basic community development services and infrastructure and in doing so provide quality services to all within the Gateway Services Community Development District.

Vision Statement

Maintain Gateway's position as a premier community of choice.

Functions, Powers and Duties of the District

Generally, Florida Statutes Section 190.011, General Powers and Section 190.012, Special Powers.

The District's fundamental purpose encompasses planning, financing, constructing, acquiring, operating, managing and maintaining specific community development infrastructure and services.

Board of Supervisors ("Board")

- The Board is the policy-setting governing body of the District within the framework of Applicable Law.
- Florida Statutes Section 190.006 and Section 190.007. The members of the Board must be at least 18 years of age, a citizen of the United States, a legal resident of Florida and of the District, and registered to vote with the Supervisor of Elections in Lee County.
- Required to timely file a Statement of Financial Interests (Form 1) with the Lee County Supervisor of Elections every year; and
- Required to complete and file Form 1F – Financial Statement of Financial Interest, within 60 days of leaving office; and
- Required to annually timely complete statutorily required Ethics Training.

How the Board of Supervisors will Operate:

Code of Conduct:

Recognizing that persons holding a position of public trust are under constant observation, and recognizing that maintaining the integrity and dignity of the public office is essential for maintaining high levels of public confidence in our institutions of government, every member of the Board of Supervisors will strive to adhere to the following Code of Conduct:

1. Make best efforts to regularly attend, either remotely or in person, all scheduled meetings[1] of the Board of Supervisors as well as special or called meetings, without any impediments that could adversely affect the ability to perform their fiduciary duties and exercise good judgement.
2. Prepare for each such meeting, educated in advance regarding the items to be considered.
3. Create a positive environment in meetings of the Board.
4. Maintain an attitude of courtesy and consideration toward colleagues, the general public and staff during all discussions, interactions and deliberations, both at meetings and outside of meetings.
5. Allow the general public, colleagues and staff sufficient opportunity to present their views within the prescribed rules of conduct for meetings of the Board.
6. Avoid and not engage in the use of abusive, offensive, threatening or intimidating language, actions or gestures directed at colleagues, the general public or staff.

[1] This includes Board workshops.

7. Avoid comments, body language or distracting activity that conveys a message of disrespect or lack of interest.
8. In the absence of extraordinary or emergency situations, use best efforts to engage staff or management only during normal operation hours.
9. Abide by applicable District, local, state and federal laws, rules and regulations.
10. Read and become familiar with Florida's Sunshine Law and Code of Ethics for Public Officers and Employees [current version], published by the Florida Commission on Ethics.
11. Acknowledge the adopted position of the Board of Supervisors when asked about a decision of the Board of Supervisors.
12. Read and become familiar with Ch. 190, Florida Statutes, the "Charter" of the District in exercising decision-making.

In addition to the requirements of Applicable Law, including but not limited to the Forida Sunshine Laws, Open Meeting laws and Public Records law, and Part III of Chapter 112, Florida Statutes, the Code of Ethics for Public Officers and Employees (State Code of Ethics), Board Members should aspire to serve the public interest by making decisions and taking actions that will enhance the public health, safety and welfare of the District and the property owners and residents served by the Board and by promoting public confidence in the actions taken by the Board. As public officers the following are some examples of some ways Board members should conduct themselves.

1. Board members shall not improperly attempt to interject themselves into, influence or sway the staff, District retained professional recommendation(s), or competitive solicitation processes.
2. Board members shall read the "Guide to the Sunshine Amendment and code of Ethics for Public Officers and Employees."
3. Board members shall discharge their duties and responsibilities without improper favor or prejudice toward any person or group, including those with whom a Board member has a personal relationship.
4. Board members must refrain from any discussions, meetings or communications of District or Board business with other members that would violate Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes.
5. As part of complying with Applicable Law, Board members shall not participate in any activity, action or proceeding that is improper or unlawful under the State Code of Ethics. A Board member whose personal employment or business relationship with a person or entity that is subject to regulation by the District or an action of the Board of Supervisors shall seek the advice and counsel of the District Attorney, if such relationship could conceivably improperly influence the Board members' impartiality during the Board's discussion of the subject. The provisions of the State Code of Ethics governs Board member ethical conduct and disclosures, including but not limited to conflict-of-interest determination. The Florida Commission On Ethics is the only agency authorized to issue binding advisory opinions interpreting the State Code of Ethics.

Further, under the provisions of the State Code of Ethics, Board members shall not solicit or knowingly accept, directly or indirectly any prohibited gift (as "gift" is defined in the State Code of Ethics). Further, no Board member shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the Board member would be influenced thereby.

6. Board members shall not initiate contact with District vendors unless designated as a liaison to such vendor(s) by the Board of Supervisors. Members shall not initiate contact with prospective vendors during a formal competitive solicitation process. All issues and concerns with regards to District vendors and formal competitive solicitations shall be directed to the attention of the District Manager, or designee or District Counsel.
7. When attending Committee meetings, Board members may participate as members of the public, unless designated by the Board to state or articulate any Board adopted policy, direction or position to a Committee.
8. Board members shall remain vigilant against deviations from Board policies and procedures.
9. Except for the Chair, a Board member shall not provide direction to District staff, a Committee or vendor(s) unless authorized by the Board. Except as provided by Applicable Law, the Board should generally defer to the District Manager for the day-to-day handling of administrative and ministerial powers and duties, including the supervision, appointment or removal of the District Manager's subordinates. To that end, unless authorized by the Board, no Board members shall interfere in the performance of the duties of any subordinate of the District Manager, either publicly or privately, except for the purposes of inquiry and information. Nothing contained herein shall prevent a Board member from expressing a concern to the District Manager or District Counsel about the actions or performance of an employee or in good faith providing information to appropriate law enforcement agencies.
10. At the first Board meeting held after each election where the newly elected Board members take office, and as soon as practicable after each appointment, the Board shall select a chair, vice-chair, secretary, assistant secretaries and treasurer, and if desired, an assistant treasurer.

Assignment/Designation of Board of Supervisors Representative for projects, issues

The Board may assign or designate a Member to lead a project, assess an issue, or act as a liaison between the District and a Committee or a vendor on a District project. The Board representative or often called a "Point Person" may also be assigned to do fact-finding and/or research, field inquiries and recommend a course of action and report back to the Board for direction. Unless additional authority is provided by the Board to such Point Person to provide direction to a Committee, vendor or the District Manager on a District project, such direction and decisions will be made by a majority of the Board of Supervisors.

Assignment/Designation of Board of Supervisors Representative; Designating Chair or Vice-Chair for mediation

When the District is involved as party to any litigation or adversarial administrative proceedings, the Chair or the Vice-Chair (or in the event of their unavailability, a replacement designated by them), shall be the District's designated representative at all mediation conferences with full authority to negotiate on behalf of the District and to recommend settlement to the Board of Supervisors of the District.

Sunshine Law

Members of the Board of Supervisors and its advisory Committees are subject to the Sunshine Law (F.S. 286.011).

This means that any gathering of two or more members of the same board, advisory Committee or Subcommittee, must comply with all the Sunshine Law requirements if they participate in any discussion, directly or indirectly, regarding any matter which will foreseeably come before that board, advisory Committee or Subcommittee. That includes communication through a spouse or other go-between; or communications in the form of texts, emails, chats, social media, including posts or forums, etc. This is commonly referred to as "daisy-chaining" and is strictly prohibited. Board members, Committee members cannot engage in discussions or communications with each other (directly or indirectly) at outside meetings such as Homeowners Association Meetings or other civic groups regarding any matter on which will foreseeably come before the Board or Committee, unless the Sunshine Law requirements of a properly noticed open public meeting, where minutes are taken and thereafter promptly approved and recorded, are met.

These rules apply equally to any gathering, formal or casual, such as a Rotary Club (or other business or fraternal club gathering), fundraiser, etc. They also apply to social events and functions unconnected to the Board or Committee, such as a neighbor's backyard barbeque. They also apply to the casual discussions between or among members coming in the door for Board or Committee, meetings, at breaks during the meeting, at recesses and going out the door after the meeting. Every component of the decision-making process must occur in the Sunshine.

The Board has adopted Protocol And Meeting Procedures For Committees Established By The Board Of Supervisors And Any Authorized Subcommittees, as attached, for the various Committees established by the Board. At times, a member or members of an established committee may wish to attend and participate at a meeting of an associated subcommittee. Members of a committee have the ability to attend and participate in a meeting of an associated subcommittee, subject to the District's notice and record keeping provisions. A committee member attending a subcommittee meeting will be allotted the same privileges and be subject to the same limitations, protocols, procedures as any member of the general public to speak and provide comment.

In addition, the notice of each meeting will state and provide that members of a committee may be attending and participating in a meeting of an associated subcommittee; and, that, in the event that more than one member of the same committee attend and participate in a subcommittee meeting, minutes must be separately reviewed and approved by the committee, promptly recorded and maintained by District staff.

The penalties for violating the Sunshine Law are severe and can include criminal and civil sanctions and can result in the voiding or setting aside of actions such as contract awards.

E-Mail Policy

Email is a convenient way to communicate with staff, Board of Supervisors, residents and others. However, it presents unique legal and ethical challenges. All email regarding District business must be properly retained as a public record. Board members and Committee members must be vigilant to not accidentally violate Sunshine Law or Public Records Law requirements. Email actions that must be avoided include:

1. Sending an email to another Board member with anything that could be construed as a position or request for an opinion or position.
2. Copying another Board member, including a "blind copy" on a response to an email sent by a resident, staff member or other person.
3. If another Board member's email is "accidentally" forwarded to you, do not respond to the sender, recognizing its "accidental" nature, the fact that it is a Sunshine Law issue and send it to the District's Custodian of Records. Florida has a very broad public records law. Written communications to or from Board members regarding official District business are public records available to the public and media upon request, absent an exemption in Florida law. Your email communications and email address, faxes and text messages may be subject to public disclosure.
4. Using your personal email address, see below.

Public Records

It is the policy of the State of Florida that District records shall at all times be open for personal inspection and copying by any person (s. 119.01, F.S.). The Public Records Law (Ch. 119, F.S.) adopted by the Florida legislature, contains requirements that public records, as defined in s. 119.011, F.S., be made available for public inspection, they be kept in usable condition, they be kept in safe places, they be kept in convenient places, and copying of records be provided at reasonable costs.

As Board members, it is their responsibility to not only assure that Board members public records are properly handled, but also to see that the law is adhered to by all employees of the District. The Assistant District Manager has been assigned the responsibility of being the custodian of public records for the District.

Most important is to know what is a "public record" that must be retained even after leaving office. As defined by the Government-in-the-Sunshine Manual, prepared by the Office of the Attorney General, a public record is "any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type." and as defined in Section 119.011(12), Florida Statutes, "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by

any agency. Documents of particular note for Board Members would be inter-office or intra-office memos and emails and texts. These materials should be delivered to the District's custodian of public records. Emails on the District servers will be properly retained. While the use of personal email accounts for District business is not prohibited, such a practice is not recommended and is highly discouraged. All emails received or sent to or from a personal email account that involve District matters or business or on any matter that may involve the District must be copied to the Board member's District email account and forwarded to the District's custodian of records for proper retention. Materials prepared for the Board Meetings, hearings, minutes and workshops will be already managed by the custodian of public records and do not need to be retained by the Board member. If there are any questions on retention of particular documents, consult with the custodian of public records and/or the District Attorney before destroying.

How the Committees will Operate:

Code of Conduct

Every member of a Committee will strive to adhere to the same standards outlined in the above Code of Conduct applicable to the Board of Supervisors.

Members should ethically serve the public interest by making decisions and taking actions that will enhance the public health, safety and welfare of the District and the property owners, and residents served by the Committee and by promoting public confidence in the integrity, independence, ability and impartiality of the District.
Every member of a Committee will strive to adhere to the same standards outlined in the above Code of Conduct applicable to the Board of Supervisors.

Assignment/Designation of Committee Representative for projects, issues

A Committee may assign or designate a Member to lead a project, assess an issue, or act as a liaison between the District and the Board or a vendor on a District project. The Committee representative or often called a "Point Person" may also be assigned to do fact-finding and/or research, field inquiries and recommend a course of action and report back to the Committee. Unless additional authority is provided by the Committee to such Point Person to provide information to the Board, vendor or the District Manager on a District project, direction and decisions will be made by a majority of the members of the Committee.

Sunshine Law

Members of all advisory Committees of the District and of the Board are subject to the Sunshine Law (F.S. 286.011). The Sunshine Law requirements, constraints, prohibitions and penalties/sanctions that apply to Board members apply equally to all members of advisory Committees. Please see the detailed discussion above.

E-mail Policy

Email is a convenient way to communicate with staff, Committees, Sub-Committees, residents and others. However, it presents unique legal and ethical challenges. All email regarding District business must be properly retained as a public record. Committee and Subcommittee members

must be vigilant to not accidentally violate Sunshine Law requirements. The Email Policy requirements, constraints, prohibitions and penalties/sanctions that apply to Board members apply equally to all members of advisory Committees. Please see the detailed discussion above.

Public Records

It is the policy of the State of Florida that District records shall at all times be open for personal inspection and copying by any person (s. 119.01, F.S.). The Public Records Law (Ch. 119, F.S.) adopted by the Florida legislature, contains requirements that public records, as defined in s. 119.011, F.S., be made available for public inspection, they be kept in usable condition, they be kept in safe places, they be kept in convenient places, and copying of records be provided at reasonable costs.

The Assistant District Manager has been assigned the responsibility of being the custodian of public records for the District.

The Public Records Law requirements, constraints, prohibitions and penalties/sanctions that apply to Board members apply equally to all members of advisory Committees. Please see the detailed discussion above.

APPENDIX A

Protocol And Meeting Procedures For Committees Established By The Board Of Supervisors And Any Authorized Subcommittees as adopted by Resolution 2026-10:

A. General:

1. Quorum and Voting. At all regular or special meetings of any Committee or Subcommittee, a majority of the membership of the Committee or Subcommittee shall constitute a quorum. Voting shall be by voice unless the Chair of the Committee or Subcommittee requests a roll call. The roll shall be in alphabetical order with the first name called rotating with each motion upon which the vote is called. The Chair shall always vote last. A record of the roll call shall be kept as part of the minutes.

2. Notice and Publication. The District Manager or their designee shall give notice and keep record of such notice of the Committee's meetings and the meeting of any Subcommittees including the date, time, and location of each regular and special meeting. Notice of meetings of a Committee and each Subcommittee shall be provided as required by Florida law.

3. Meeting Location. All meetings of a Committee and each Subcommittee shall be open to the public. Meetings shall be held at the District office at 13240 Griffin Drive, Ft. Myers, Florida, 33913. Provided that under the following circumstances and conditions a meeting may be held at another location within Lee County:

   A. the location must be open and accessible to the public, as outlined in Section 286.011, F.S.

   B. except in extraordinary circumstances, advance approval of the location shall be obtained from the Board of Supervisors.

4. Meeting Agenda. There shall be an agenda for each meeting of the Committee or Subcommittee which shall determine the order of business conducted. The Committee or Subcommittee shall not take action on any matter, proposal, report or item of business not listed upon the official agenda unless a majority of the Committee or Subcommittee present consents to consideration of such additional matter(s). Any Committee or Subcommittee member may place an item on the agenda by submitting it to the District Manager or their designee in writing, with the appropriate backup documentation or material associated with the subject, prior to the deadline for publishing the notice of such meeting, and such item shall be included in the agenda.

5. Meeting Minutes. District staff will attend all Committee and Subcommittee meetings and minutes of the meetings will be taken by District staff or appointed/retained third parties

6. Order of Business. The order of business at meetings, with the reservation of the right to modify or amend the order of business, shall be as outlined in the published agenda.

B. Agenda Items Requiring Action:

1. General. Any member of the public who submits a "Request To Address" slip to staff prior to the Committee or Subcommittee taking up the Agenda item they wish to address, shall be allowed to address the Committee or Subcommittee as to said Agenda item for which they have registered to speak. All members of the public who address the Committee or Subcommittee shall utilize a speaker's podium [if available] to allow their comments to be recorded, and shall identify themselves by name and address, and if applicable, any other party they represent. To conserve time, on behalf of groups containing more than five (5) individuals who share a similar opinion and/or comment, a delegation speaker will be selected by the Chair to address the Committee.

2. Registered speakers may speak for a maximum of three (3) minutes each, or for such longer period of time at the pleasure and discretion of the Chair. During and after a speaker's presentation, the Committee or Subcommittee shall have an opportunity to comment or ask questions of or seek clarification from such speaker. The Committee or Subcommittee may also allow staff to comment, ask questions of, or seek clarification from speakers.

3. Restrictions on Comments Deemed Not Germane to the Item. Notwithstanding any provisions herein, any Committee or Subcommittee member may request that the Chair interrupt and/or stop any presentation that discusses matters that need not be considered in deciding the matter then before the Board for consideration. At any Committee or Subcommittee proceeding, the Chair, unless overruled by majority of the Committee or Subcommittee members present, may restrict or terminate presentations which in the Chair's judgment are frivolous, unduly repetitive or out of order.

C. Order and Subject of Appearance: To the extent possible, the following shall be the order of the proceeding:

1. The Chair or District Manager or their designee shall introduce or read the title of the agenda item.

2. Presentation of Agenda Item. The appropriate District staff person or consultant, or the petitioner or proposer of the Agenda item shall make the presentation to the Committee or Subcommittee regarding the particular Agenda item under consideration. After completion of the presentation, the Committee or Subcommittee may make appropriate inquiries of staff.

D. Rules of Debate and consideration of Motions: The following rules of debate and consideration of Motions shall be observed by the Committees and Subcommittees:

1. Motion under consideration. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, to lay on the table, to postpone, or to amend until the question is decided. These countermotions shall have preference in the order in which they are mentioned, and the first two shall be decided without debate. Final action upon a pending motion may be deferred until the next meeting by majority of the members present.

2. Chair participation. The presiding Chair may move, second and debate from the chair, and shall not be deprived of any of the rights and privileges of a Committee or Subcommittee member by reason of being the presiding Chair.

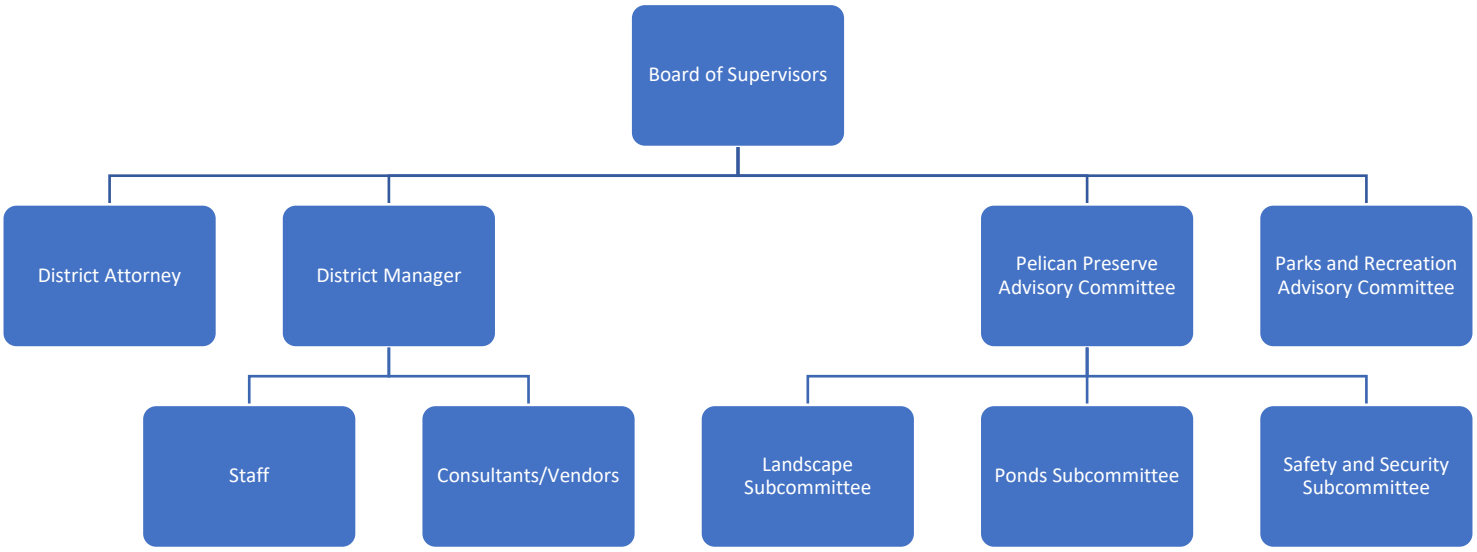
3. Form of address. Each member shall address only the Chair for recognition, shall confine himself/herself to the question under debate, and shall avoid personalities and indecorous language.

4. Interruption. A member, once recognized, shall not be interrupted except by the Chair if the Chair determines that the member's participation is irrelevant, frivolous or out of order. Any member may appeal the decision of the Chair to the Committee or Subcommittee decision by majority vote.

5. The Question. Upon the closing of debate, any member may require a roll call vote. Any member may give a brief statement or file a written explanation of his vote.

E. Public Comment on General Topics/Non-Agenda Items: If any member of the public submits a "Request To Address" slip to the Chair prior to the Public Comment portion of the Agenda, they may speak for a maximum of three (3) minutes on general topics under the Public Comment portion of the agenda.

APPENDIX B
Organizational Chart



APPENDIX C

General Procedures for the Conduct of Gateway Services CDD Meetings:

AGENDA: The agenda for an upcoming meeting is available from the District's Local Office, and the District's website at www.gatewaydistrict.org. There shall be an official agenda for every meeting of the Board of Supervisors that will be created by the Board Chair in conjunction with the District Manager, and the Assistant District Manager posted on the District website and distributed seven (7) days in advance of the meeting. This agenda shall specify the order of business to be conducted at the meeting.. It should be understood that agenda items may take additional time or the order may be changed if circumstances occur and the Board decides to amend the order of the items. Any Supervisor, Staff, or Committee Member that would like to add an item to a Board agenda or include material for prior review must contact the District Manager at least ten (10) days prior to the desired meeting date. The decision to list the item requested will be at the discretion of the Chair. Non-agenda items may be considered by the Board at the time of a meeting, but the decision rests solely with the Board. The consideration of adding a non-agenda item will generally take place at the beginning of a Board meeting when the final agenda is approved.

At the end of each meeting of the Board, there will be an opportunity for each Board member to request placement of an item on a future agenda or submit an item to be placed on the next Board meeting agenda.

Any agenda item may be continued, and rescheduled for a future meeting. The agendas of past meetings will be posted on the District website.

At times, members of various committees or subcommittees established by the Board of Supervisors may be present at meetings of the Board of Supervisors and the members of those committees may participate at meetings of the Board of Supervisors as to matters being heard by the Board of Supervisors. Such committees include but are not limited to: Parks and Recreation Advisory Committee, Pelican Preserve Advisory Committee, Ponds Subcommittee, Safety and Security Subcommittee, Landscape Subcommittee and any other Committee that may be established by the Board of Supervisors of the District.

CONSENT ITEMS: These are items which are not discussed individually and are voted on as a group. The Consent Items consider items that are non-controversial, have no policy implications, and are typically approved without discussion. NOTE: A Board Member may remove an item from the consent items in order that it may be considered for further discussion by the Board. Should that occur, the discussion of the "pulled" item(s) will follow the approval of non-pulled items and completed by Board vote.

REGULAR AGENDA ITEMS: These are items which the Board will discuss individually, generally in the order listed on the agenda. NOTE: Items may be moved during the meeting at the sole discretion of the Board.

GENERAL AUDIENCE COMMENTS - WHO MAY SPEAK: Please complete a "Request to Address" form and give it to the District Manager or Assistant District Manager prior to the start of the meeting. The public is encouraged to offer informative and/or constructive comments to the Board at any non-closed-door meeting. Agenda item comments will be called first, followed by non-agenda items.

ADDRESSING THE BOARD: When your name is called, please come to the podium and state clearly, for the record, your full name and address prior to beginning your discussion. This will be used for the records/minutes. All comments shall be directed to the Board, not to a particular Board Member, Staff Member, Committee Member or the general public. Persons addressing the Board during "Public Comment" shall limit their remarks to three (3) minutes. To conserve time, on behalf of groups containing more than five (5) individuals who share a similar opinion and/or comment, a delegation speaker will be selected by the Chair to address the Board.

PROPER DECORUM: Any person making inappropriate personal, impertinent, or slanderous remarks or who becomes boisterous while addressing the Board or while attending the Board meeting will be asked to refrain and/or asked to leave the room, if appropriate.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: Pursuant to provisions of the Americans with Disabilities Act, any person(s) requiring special accommodations to participate in these meetings is asked to advise the District's Local Office at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

APPEALING A BOARD DECISION: If any person decides to appeal a decision made by the Board, that person will need to obtain a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, at his or her own expense; that record should include the testimony and evidence on which the appeal is based.

MEETING SCHEDULE:
Gateway Board of Supervisors meetings are held twice per month, in general on the first and third Thursdays, at the GSCDD Office, 13240 Griffin Drive, Fort Myers, Florida 33913. Meetings begin at 3:00 p.m.

For further information, please contact the District's Local office at (239) 561-1313
or visit www.gatewaydistrict.org

APPENDIX D

Gateway Services Community Development District Protocol and Meeting Procedures [Revised, Adopted _____, 2026]

A. General:

1. Quorum and Voting. At all regular or special meetings of the Board of Supervisors of the District [the "Board"], a majority of the membership of the Board physically present shall constitute a quorum. Upon approval by a majority of the physically present quorum finding that special, exceptional or extraordinary circumstances exist, a Board member not physically present may participate telephonically or by other means. Voting shall be by voice unless a member of the Board requests a roll call. The roll shall be in alphabetical order. The Chair shall always vote last. A record of the roll call shall be kept as part of the minutes.

2. Notice and Publication. The District Manager shall give notice and keep record of such notice of the Board's meetings and the meeting of any committees and subcommittees including the date, time, and location of each regular and special meeting. Notice of meetings of the Board shall be provided as required by Florida law. All regularly scheduled Board meetings shall be held, unless the Board determines at a public meeting that there is not sufficient business to be conducted to warrant the holding of a meeting.

3. Meeting Agenda. There shall be an agenda for each meeting of the Board which shall determine the order of business conducted. The Board shall not take action on any matter, proposal, report or item of business not listed upon the official agenda unless a majority of the Board present, consents to consideration of such additional matter(s) and the public will have an opportunity to comment.

   Regular Agenda Items are items which the Board will discuss individually in the order listed in the agenda. NOTE: Items may be moved during the meeting at the sole discretion of the Board.

   Consent Items are items which are not discussed individually and are voted on as a group. The Consent Items are items that are typically non-controversial, have no policy implications, and are typically approved without discussion. NOTE: A Board Member may remove an item from the Consent Items in order that it may be considered for further discussion by the Board. Should that occur, the discussion of the "pulled" item(s) will follow the approval of non-pulled items and completed by Board vote.

4. Order of Business. The order of business at regular meetings shall generally be:

   a. Call to Order
   b. Pledge of Allegiance
   c. Roll Call

d. Approval of Final Agenda
e. Public Comment
f. Local Achievements and Recognition
g. Advisory Committees Items and Reports
h. Approval of Minutes
i. Consent Agenda Items
j. District Engineer
k. Administrative Agenda Items
l. District Manager Items
m. District Attorney Items
n. Future Board Business
o. Supervisor Comments and Reports
p. Adjournment

The Board reserves the right to modify or amend the order of business or to add items to the Agenda. Provided however, that the addition of an item the day of a meeting will be discouraged unless the item is time-sensitive.

B. Order and Subject of Appearance: To the extent possible, the following shall be the order of the proceeding:

1. Preliminary Statement. The Manager shall read the title of the main Agenda item.

2. Presentation of Agenda Item. The appropriate District staff person or consultant, or the Petitioner or Proposer of the Agenda item shall make the presentation to the Board regarding the particular Agenda item under consideration. After completion of the presentation, the Board may make appropriate inquiries of staff and the Petitioner or Proposer of the Agenda item.

3. Speakers. After Board inquiry, speakers shall be allowed to speak based on the time limitation guidelines outlined in subsection C below. During and after a speaker's presentation, the Board shall have an opportunity to comment or ask questions of or seek clarification from such speaker. The Board may also allow staff to comment, ask questions of, or seek clarification from speakers.

C. Citizen's Rights Right to be Heard:

1. Members of the public shall be given a reasonable opportunity to be heard on each Agenda item except as provided below. All members of the public who address the Board will be requested to speak in a manner that allows their comments to be heard and recorded and shall identify themselves as outlined below. If a microphone or speaker's podium is available, the Chair may direct that the speaker use the microphone or speaker's podium. On behalf of groups containing more than 5 individuals who share a similar opinion and/or comment, a delegation speaker will be selected by the Chair to address the Board. Any speaker speaking on behalf of an organization or group of individuals (exceeding five) shall indicate such and shall cite the source of such authority whether by request, petition,

vote, or otherwise. Public input shall be limited to three (3) minutes per person with the Chair having the option to allow additional time.

This right does not apply to:

A. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act;
B. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
C. A meeting that is exempt from §286.011; or
D. A meeting during which the Board is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

2. Manner of Addressing the Board – Time Limit: Each person addressing the Board shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Board, shall limit his/her address to three (3) minutes with the Chair having the right to extend additional time. All remarks shall be addressed to the Board as a body, and not to any member thereof. No person, other than members of the Board and the person having the floor shall be permitted to enter into any discussion, either directly or through the members of the Board. When requested by any member of the Board, the District Manager, District Attorney, as well as other staff, may address the topic and enter into any discussion. All questions asked of the Supervisors shall be through the presiding officer. The District Manager, the District Attorney and District staff may ask the Chair for permission to speak at any time.

3. Personal and Slanderous Remarks/Interference with meeting: Any person making personal, impertinent or slanderous remarks, or who shall become boisterous while addressing the Board or who interferes with the business of the Board, may be requested or directed to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the Board at the meeting from which ejected. In such an event, if a person, after being requested or directed to leave the meeting, refuses to leave, the presiding officer may request the assistance of law enforcement officers.

4. Restrictions on Comments Deemed Not Germane to the Item. Notwithstanding any provisions herein, any Board member may interrupt and/or stop any presentation that discusses matters that need not be considered in deciding the matter before the Board for consideration. At any Board proceeding, the Chair, unless overruled by majority of the Board members present, may restrict or terminate presentations which in the Chair's judgment are frivolous, unduly repetitive or out of order.

D. Rules of Debate and Consideration of Motions:

While Robert's Rules of Order are not formally adopted, the Board shall follow the rules outlined in "Parliamentary Procedure At A Glance: New Edition", by O. Garfield Jones (based on "Robert's Rules of Order"). Unless another party is designated by the Board, the District Counsel shall act as parliamentarian to the Board and shall advise the Chair on procedural matters.

To the extent not inconsistent with the above noted "Parliamentary Procedure At A Glance: New Edition", the following rules of debate and consideration of motions, shall be observed by the Board:

1. Motion under consideration. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, to lay on the table, to postpone, or to amend until the question is decided. These countermotions shall have preference in the order in which they are mentioned, and the first two shall be decided without debate. Final action upon a pending motion may be deferred until the next meeting by majority of the members present.

2. Chair participation. The presiding Chair may move, second and debate from the chair, and shall not be deprived of any of the rights and privileges of a Board member by reason of being the presiding Chair.

3. Form of address. Each member shall address only the presiding officer for recognition, shall confine himself/herself to the question under debate, and shall avoid personalities and indecorous language.

4. Interruption. A member, once recognized, shall not be interrupted except by the Chair, if the Chair determines that the member's participation is irrelevant, frivolous or out of order. Any member may appeal the decision of the Chair to the Board for decision by majority vote.

5. The question. Upon the closing of debate, any member may require a roll call vote. Any member may give a brief statement or file a written explanation of his vote.

6. Reconsideration of matters generally. Any matter which has been voted upon by the Board of Supervisors may be reconsidered as follows:

   By a motion to reconsider, made by a member who voted with the majority if such motion is made prior to the adjournment of the meeting at which the matter was voted upon. All present parties who participated by speaking, submitting registration forms or written materials on the subject shall be allowed to speak as to the reconsideration. The Chair may reschedule an item if participating public was present when originally considered and departed before reconsideration.

E. Public Comment on Non-Agenda Items:

Any member of the public may speak on general topics under the Non-Agenda Items in the Public Comment portion of the agenda, subject to the provisions of subsection C above.

APPENDIX E

Additional Resources

Government-in-the-Sunshine Manual and Public Records Manual -
https://www.myfloridalegal.com/sites/default/files/government-in-the-sunshine-manual.pdf

Florida Statutes – Chapter 190
https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0190/0190ContentsIndex.html&StatuteYear=2025&Title=%2D%3E2025%2D%3EChapter%20190Financial Disclosure

https://ethics.state.fl.us/FinancialDisclosure/Index.aspx
Guide to the Sunshine Amendment and the Code of Ethics for Public Officers and Employees
https://ethics.state.fl.us/Documents/Publications/GuideBookletInternet.pdf?cp=20251111

RESOLUTION NUMBER 2027-04

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") ADOPTING THE BOARD OF SUPERVISORS, COMMITTEES AND SUBCOMMITTEES POLICIES AND PROCEDURES MANUAL; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Gateway Services Community Development District ("District") is a community development district established by the Florida Land and Water Adjudicatory Commission pursuant to the provisions of Chapter 190, Florida Statutes; and,

WHEREAS, pursuant to Chapter 190, Florida Statutes, including, but not limited to section 190.011(5), Florida Statutes, the Board of Supervisors ("Board") of the District has the power and authority to adopt resolutions which may be necessary of the conduct of the District; and,

WHEREAS, the Board desires to adopt by Resolution, its Board Of Supervisors, Committees And Subcommittees Policies And Procedures Manual ("Policies And Procedures Manual").

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, LEE COUNTY, FLORIDA, …

SECTION I. The Board of Supervisors, Committees and Subcommittees Policies And Procedures Manual, as approved and adopted by the Board of Supervisors at its Regular Meeting of October 1, 2026, a true and correct copy of which is attached hereto as **Exhibit "A",** is adopted as the Policies And Procedures Manual of the Board.

SECTION II. This Resolution shall take effect immediately upon its adoption.

SECTION III. All prior Resolutions or portions thereof or actions of the Board of Supervisors or the District relating in conflict herewith are hereby superseded with respect to any such conflict.

PASSED AND ADOPTED this 1st day of October, 2026.

ATTEST:

_____
Secretary/Assistant Secretary

Gateway Services Community Development District:

_____
Chair/Vice Chair, Board of Supervisors

APPROVED AS TO LEGAL FORM:

_____
District Attorney

Exhibit A: Policies And Procedures Manual of the Board

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 12.A**

FPL's Orange River Puma Project Update

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Update to the Board of Supervisors regarding FPL's Orange River Puma Line Project.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
DISTRICT MANAGER ITEMS	Administrative Agenda Items	Chelsea O'Riley

---

5. **Background**:

- Scheduled meeting with Hampton Park FPL Committee Representatives.
- Awaiting formal request of a Public Presentation at completion of design
- Still have not received confirmation from FPL for extending previously approved Consent Agreement for the Force Main and Irrigation Main Redundancy Project
- FPL has agreed in working with GSCDD and the Hampton Park FPL Committee Representatives to maintain a landscape buffer ranging between 17' to 25' with selective clearing within that area.

Attachments:

1. FPL letter.pdf
2. FPL Location Map ACOE.pdf
3. FPL Q&A.pdf

GATEWAY
SERVICES CDD

August 21, 2026

Cameron Crenshaw
Florida Power & Light Company
Corporate Real Estate Manager
Attn: Transmission Right-of-Way Management

RE: Request for Transmission Tower Information, Visual Design Plan, Easement Survey, and Vegetation Management Coordination

Dear Cameron:

The Gateway Services Community Development District (GSCDD) requests additional information regarding the proposed transmission infrastructure improvements and associated vegetation management activities within the FPL easement located in Gateway. This information is needed so the District can evaluate the proposed work, understand its potential community impacts, and communicate with the Gateway Community.

1. Proposed Transmission Tower and Easement Information

- New transmission tower dimensions and specifications;
- A current easement survey and associated plans depicting the easement boundaries and proposed tower locations; and
- A copy of FPL's visual design plan, including available renderings, simulations, or other materials illustrating the anticipated appearance of the proposed transmission facilities within the project area.

2. Vegetation Management Within the FPL Easement

The District requests that trimming and pruning within the Gateway FPL easement be limited to only what is necessary to comply with applicable North American Electric Reliability Corporation (NERC) standards. Vegetation management should preserve existing tree heights, canopy coverage, and vegetation to the maximum extent possible. The District understands the minimum vegetation clearance distance for a 500 kV line to be seven (7) feet and requests that FPL use selective, targeted trimming and pruning to maintain the required clearance while minimizing impacts to existing vegetation.

3. No Clear Cutting

The District requests that no clear cutting occur within the easement. Vegetation management should use selective trimming and pruning methods designed to preserve mature trees, native vegetation, and the existing character of the Gateway community to the greatest extent possible while meeting applicable safety and reliability requirements.

Please provide the requested information and an opportunity for the District to review and discuss the proposed tower design, locations, easement limits, visual design plan, and vegetation management approach before any significant vegetation removal begins. We appreciate FPL's cooperation and look forward to coordinating on a solution that protects system reliability while preserving the community's existing landscape.

4. Request for a Town Hall/Community Meeting

The District requests FPL provide a Town Hall/Community Meeting hosted by GSCDD to educate the community on the proposed project and impacts to the community.

Sincerely,

Chelsea O'Riley

Chelsea O'Riley, MPA, CFM, CDM
District Manager

Wetland L1
4971+00
Proposed Permanent Wetland Area: 8,781.86 sq ft

Ditch 7
4945+50

Gateway Blvd
Blue Stone Cir
Muddy Creek Ln
Crooked Creek Ln
Rock Ridge Ln

- LEGEND -

- Approximate Pad Location
- Approximate Proposed Wetland Impacts
- Approximate Proposed Ditch Impacts
- Approximate Wetland Boundary
- Approximate Ditch Boundary
- Approximate Evaluation Area (±1,422.60 ac)

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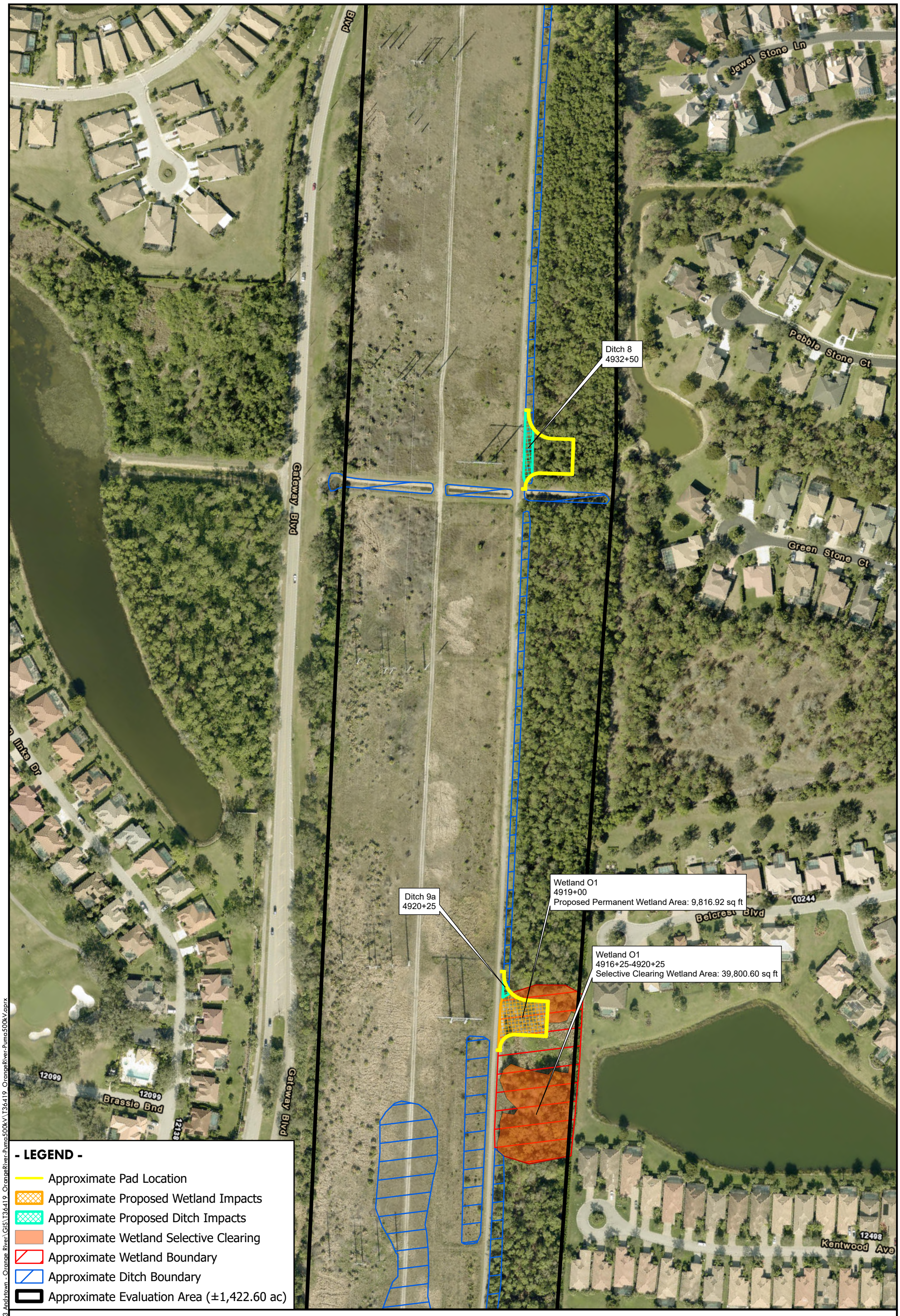
Client:	Florida Power & Light Co.
Project:	Orange River-Puma 500kV
IO/WR #:	T36419
Location:	Lee & Collier County, Florida
Title:	Civil Improvements Map
Source:	ESRI World Imagery

Drawn By:	MR
Date:	6/18/2026
Sheet:	10

SCALE: 1" = 200'
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GRAPHIC REPRESENTATIONS ARE GENERAL IN NATURE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY



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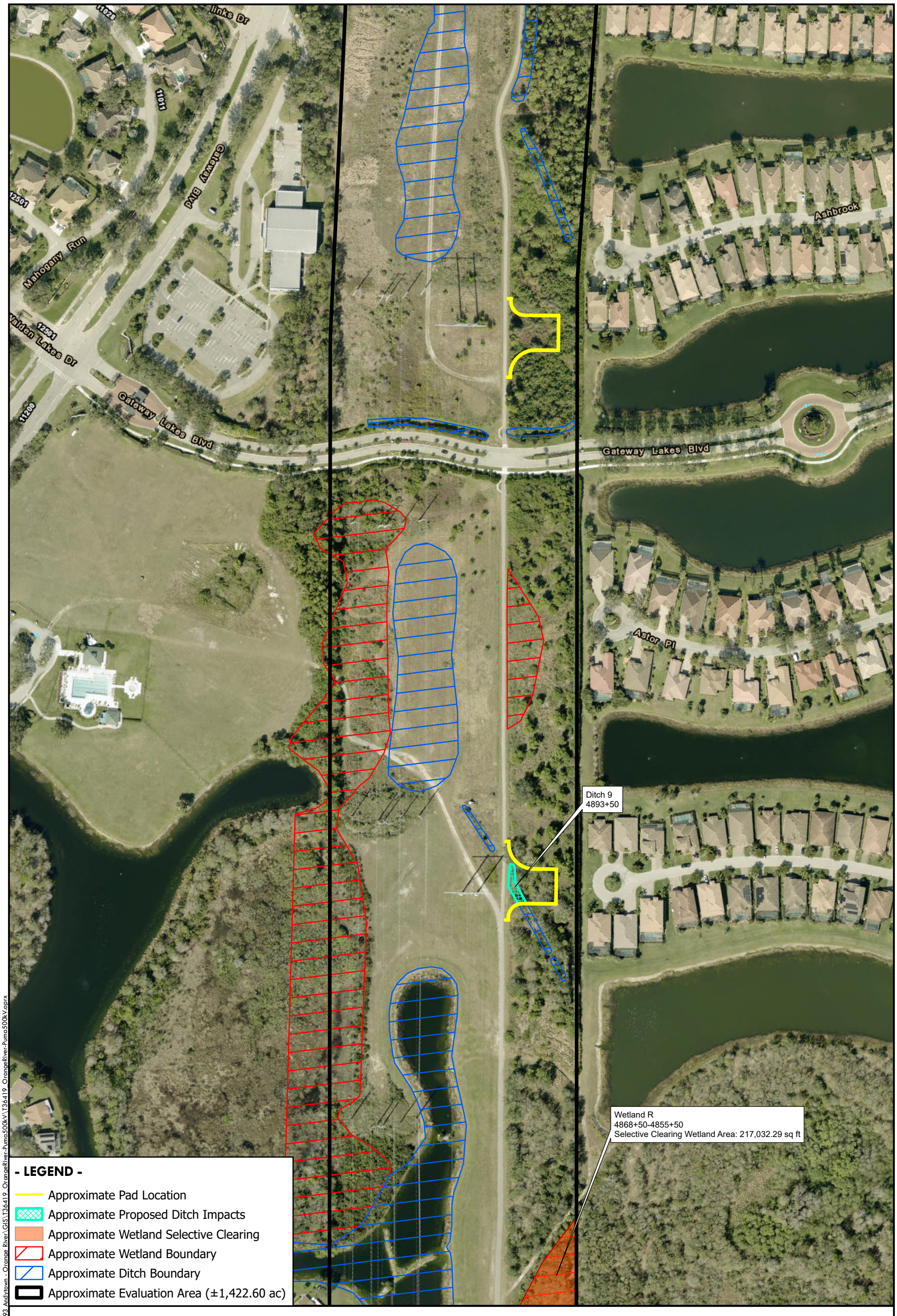
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Drawn By:	MR
Date:	6/18/2026
Sheet:	11

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Location:	Lee & Collier County, Florida
Title:	Civil Improvements Map
Source:	ESRI World Imagery

Drawn By:	MR
Date:	6/18/2026
Sheet:	12

SCALE: 1" = 200'
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GRAPHIC REPRESENTATIONS ARE GENERAL IN NATURE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY

Wetland R
4880+50
Proposed Permanent Wetland Area: 7,541.78 sq ft

Wetland R
4868+50-4855+50
Selective Clearing Wetland Area: 217,032.29 sq ft

- LEGEND -

- Approximate Pad Location
- Approximate Road Improvements
- Approximate Proposed Wetland Impacts
- Approximate Wetland Selective Clearing
- Approximate Wetland Boundary
- Approximate Ditch Boundary
- Approximate Evaluation Area (±1,422.60 ac)

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Client:	Florida Power & Light Co.
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IO/WR #:	T36419
Location:	Lee & Collier County, Florida
Title:	Civil Improvements Map
Source:	ESRI World Imagery

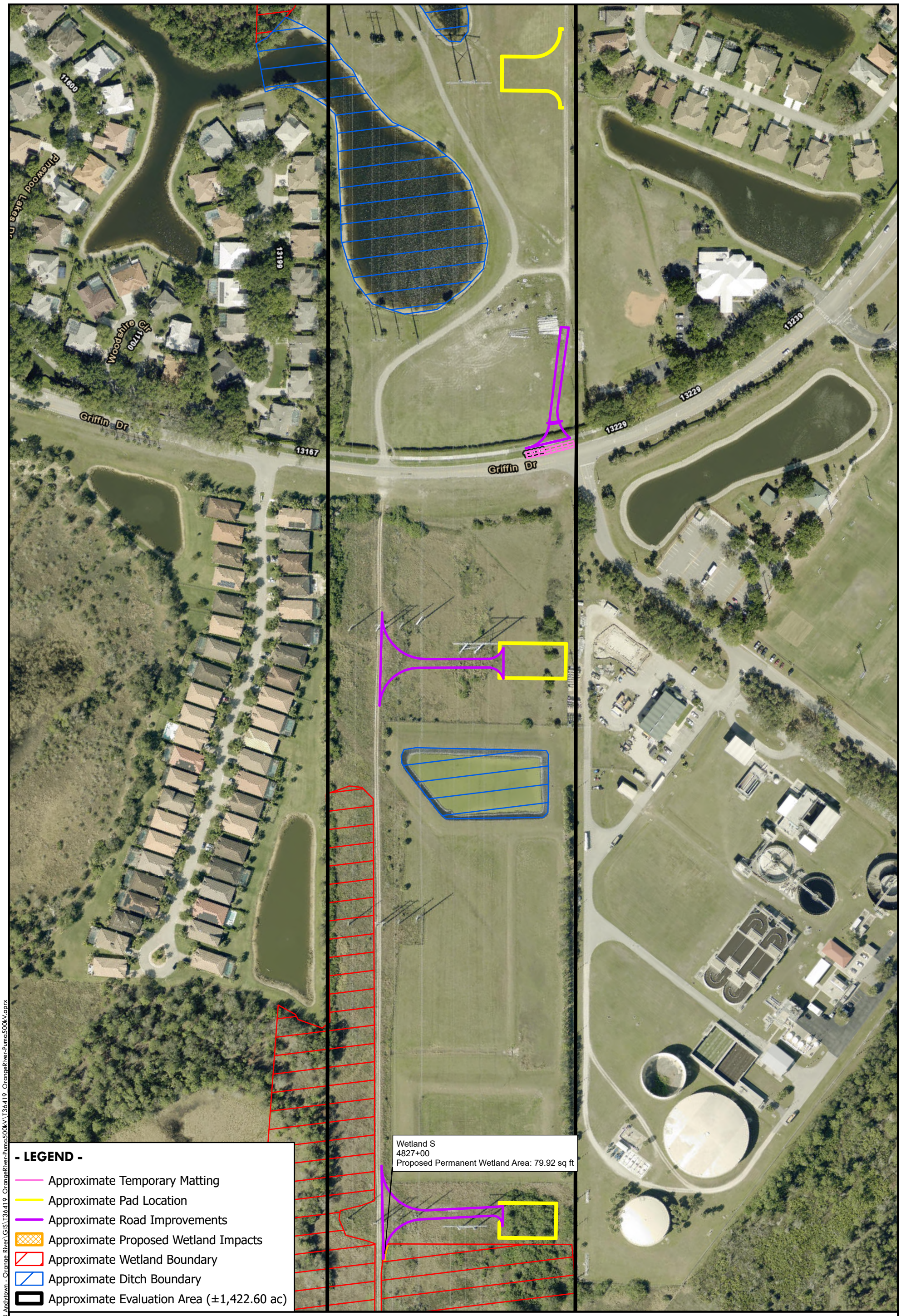
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Date:	6/18/2026
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GRAPHIC REPRESENTATIONS ARE GENERAL IN NATURE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY

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Palmetto, FL 34221

Client: Florida Power & Light Co.
Project: Orange River-Puma 500kV
IO/WR #: T36419
Location: Lee & Collier County, Florida
Title: Civil Improvements Map
Source: ESRI World Imagery

Drawn By: MR
Date: 6/18/2026
Sheet: 14

SCALE: 1" = 200'
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GRAPHIC REPRESENTATIONS ARE GENERAL IN NATURE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY

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FPL's project

September 18, 2026

Charlotte Miller

1. **What percent of the design plan is complete? When do you anticipate 100% design completion?**

At this stage, the project is still actively moving through the design and permitting process. While we are not able to provide a specific percentage of completion at this time, we can assure you that our engineering and design teams are working diligently to advance the project. Design completion timelines for transmission projects of this nature can vary based on a number of factors, including engineering refinements, permitting requirements and coordination with applicable regulatory agencies. We anticipate being able to share more details and design information with the community in the coming weeks as that work continues to progress.

2. **Where are you with Construction Contract Award?**

At this time, a construction contract has not yet been awarded for this project. The project is still actively moving through the design and permitting process, and contract award is a subsequent step that will follow the completion of key design and engineering milestones.

3. **What are the sag and sway dimensions for new cable?**

The sag and sway of transmission line conductors vary based on a number of factors, including prevailing weather conditions, voltage level, span length between structures, conductor type, and temperature, among others. FPL's engineers have thoroughly evaluated all of these parameters as part of the project design process to ensure the line is built and operated safely and in accordance with applicable standards.

While we understand the curiosity around specific figures, detailed engineering calculations and design specifics are not information that FPL provides to the public. What we can assure you is that all design parameters — including sag and sway — are developed to meet or exceed the requirements set forth by applicable federal and state regulations, as well as FPL's own rigorous engineering standards, to ensure our customers receive safe, reliable power once this project is completed.

4. **What is your strategy for Minimum Vegetation Clearance Distance?**

Our engineers evaluate clearance needs based on factors such as voltage level, conductor movement, vegetation growth rates, and FPL's engineering standards to deliver safe, reliable electricity to our customers. Currently, we are planning to avoid clear cutting within our existing easement near the Hampton Park community and, for the vast majority of the easement with minor exceptions, leave between 15-25 feet of vegetation between homes and the new transmission lines.

5. **Have you identified any vegetation removal requirements within the easement but beyond the project limits?**

All vegetation removal requirements associated with this project are within the project limits. This includes cutting within the proximity of the new transmission line path, as well as selective clearing, as

necessary. At this time, we have not identified any vegetation removal requirements within the easement that extend beyond the established project limits.

We understand that vegetation clearing is one of the most visible and impactful aspects of a project like this, and we want to assure you that we are removing only what is necessary to meet safety, reliability, and FPL engineering standards for this project. That's why we're currently planning to avoid clear cutting within our existing easement near the Hampton Park community. For the vast majority of the easement with minor exceptions, we will be leaving between 15-25 feet of vegetation between homes and the new transmission lines.

6. For those areas that you have to remove vegetation, what is the restoration plan?

All vegetation removal associated with this project will occur within the FPL existing easement and within the established project limits. We do not have a restoration or replanting plan for vegetation removed within the easement because it must remain clear to ensure the safe, reliable construction and long-term operation of the transmission line in accordance with FPL engineering standards, NESC, and NERC requirements.

We are removing only what is necessary to meet those safety and reliability standards for this project. After hearing from residents in this community, we're currently planning to avoid clear cutting within our existing easement near the Hampton Park community. For the vast majority of the easement with minor exceptions, we will be leaving between 15-25 feet of vegetation between homes and the new transmission lines.

7. Have you engaged with an arborist? If so, who? Can you please provide the results of their infield inspections?

FPL has engaged both internal arborists and outside environmental firms who are actively working together on this project to ensure all applicable guidelines and regulatory requirements are met. This collaborative approach allows us to draw on a broad range of expertise to evaluate vegetation impacts and inform our clearing scope.

We use the results to help guide how we apply for our permits, guides our engineering and design work and mitigation we can take as part of a project. While we don't share these results, we can assure you that all vegetation removal will occur within FPL's existing easement and within the established project limits, and that our arborists and environmental teams are working diligently to ensure that clearing is limited to only what is necessary to meet safety, reliability, and FPL engineering standards for this project. And, we're currently planning to avoid clear cutting within our existing easement near the Hampton Park community. For the vast majority of the easement with minor exceptions, we will be leaving between 15-25 feet of vegetation between homes and the new transmission lines.

8. Have you completed a Protected Species Survey? If so, please provide results.

Yes, in support of state and federal environmental permitting and agency consultation, FPL conducted species surveys for several protected species in 2025 and 2026. FPL performed habitat assessments and species-specific surveys in support of federally protected species-specific biological assessments and

affects determination. We did not find any species-specific considerations within the Gateway community as part of our surveys.

9. Please provide the new tower dimensions (height/width etc.) and proposed locations.

Within the Gateway area, the new transmission towers are anticipated to range between approximately 115 to 125 feet in height – very similar to the existing structures currently in the easement. Tower locations will approximately mirror the existing structure locations of the adjacent transmission line, which helps minimize additional land disturbance and keeps the new infrastructure within the established corridor.

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 12.B**

LCU Proposed 16% Rate Increase

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Review the attached draft letter to send to the Board of County Commissioners contingent upon final review from District Counsel.

Why the action is necessary:

Lee County is proposing a 16% rate increase across all of their rates which would impact Gateway in the water and sewer rates. GSCDD staff and Lee County Utilities Staff and Administration have been discussing about proposing to delay the 16% increase for bulk users to 2/1/2027 to give each entity (GSCDD and FMB) time to proceed with their own rate increases in the event they want to pass it through. Although this is commendable, it is still an impact to our residents.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
DISTRICT MANAGER ITEMS	Administrative Agenda Items	Chelsea O'Riley

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5. **Background**:

Staff met with LCU on September 17, 2026 to request delaying the increase one year. LCU has since communicated that they will delay the increase until February 1, 2027 to allow us time to update our pricing. Staff is waiting for an answer as to if the full 16% will be delayed or just the additional 8% on top of the 8% that was originally planned.

Attachments:

1. FY27_Rate_Increase_PPT_-_Presented_to_Commsioners_8.10.26b.pdf
2. Gateway CDD Opposition 16% Rate Increase.pdf
3. 7.11.2003 WHOLESALE WASTEWATER AGREEMENT.pdf

Lee County Utilities FY27 Funding Plan

August 10, 2026

AGENDA

- Financial Plan
- Priority Projects
- 5-Year CIP Budget & Estimated Spend
- Proposed Rate Increase
- FY26 – FY30 Utility Rate Comparisons

LCU CIP Financial Plan, Assumptions, and Estimates

$1B
Five-Year CIP Budget

⇆

$891M
Est. Spend FY26 to FY31

$150M → **Requires Rate Increase** → **$350M** → **$200M**

$150M
FY26 New Debt
Line of Credit

Requires Rate Increase

$350M
FY26/27 New Bond
$550M new money needed to help fund priority projects, other current CIP, free up funds for MM, and repay the line of credit.

$200M
FY28/29 New Bond

UTILITIES

Southeast Area Projects

2025
Construction Begins

Project	Awarded Contract	Substantial Completion Date
Southeast Advanced Water Reclamation Facility GMP and CEI (SE AWRF)	$311,230,196	2029
Southeast Deep Injection Wells (SE DIW's)	$39,869,330	2027
Southeast Force Main (SE FM)	$13,111,747*	2027

	FY26 YTD Spend	FY26 Remaining Budget	FY27 Anticipated Spend	FY28 Anticipated Spend	FY29 Anticipated Spend	Total
SE AWRF	$80,520,617	$28,091,943	$121,099,492	$56,235,459	$25,282,685	$311,230,196
SE DIW's	$10,800,549	$5,672,621	$17,574,550	$5,821,610	-	$39,869,330
SE FM	-	$650,000	$12,461,747	-	-	$13,111,747
TOTAL	**$91,321,166**	**$34,414,564**	**$151,135,789**	**$62,057,069**	**$25,282,685**	**$364,211,273**

**Project has not been completely awarded*
Note: Project totals do not include costs incurred for planning or design in prior years

Southeast Advanced Water Reclamation Facility

Pre-construction



Construction Progress as of 7/24/26



Completed Rendering



UTILITIES

FMB WRF
Capacity Restoration & Enhancement

2026
Construction Begins

2030
Substantial Completion

CEI Services	$7,026,130
Fort Myers Beach Water Reclamation Facility Restoration & Enhancement	$258,514,000
PROJECT TOTAL	**$265,540,130**

Funding Source	Amount
State Revolving Loan	$120,000,000
State Revolving Loan (Ian) 100% Forgiveness Loan	$19,823,318
Grants	$23,478,000
FEMA / FDEM Legislative Appropriation Program (LAP)	$11,530,100
New Bond/Debt	$90,708,712
TOTAL	$265,540,130

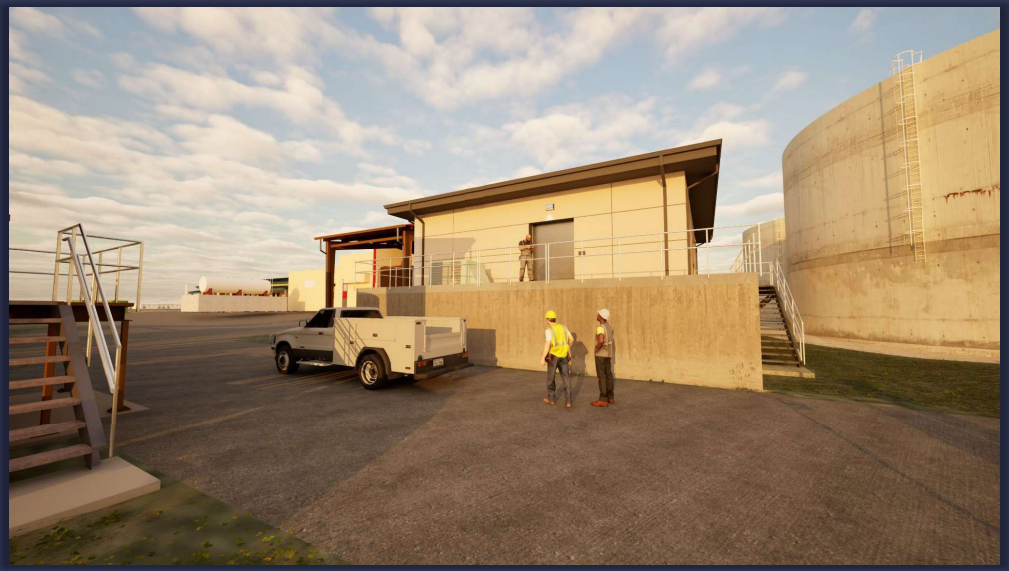
FY26 YTD Spend	FY26 Remaining Budget	FY27 Anticipated Spend	FY28-FY30 Anticipated Spend	TOTAL
$6,107,005	$18,892,995	$77,600,000	$162,940,130	**$265,540,130**

**Project total does not include costs incurred for planning or design in prior years*
Project expeditated due to Hurricane Ian damage

FMB WRF Capacity Restoration & Enhancement

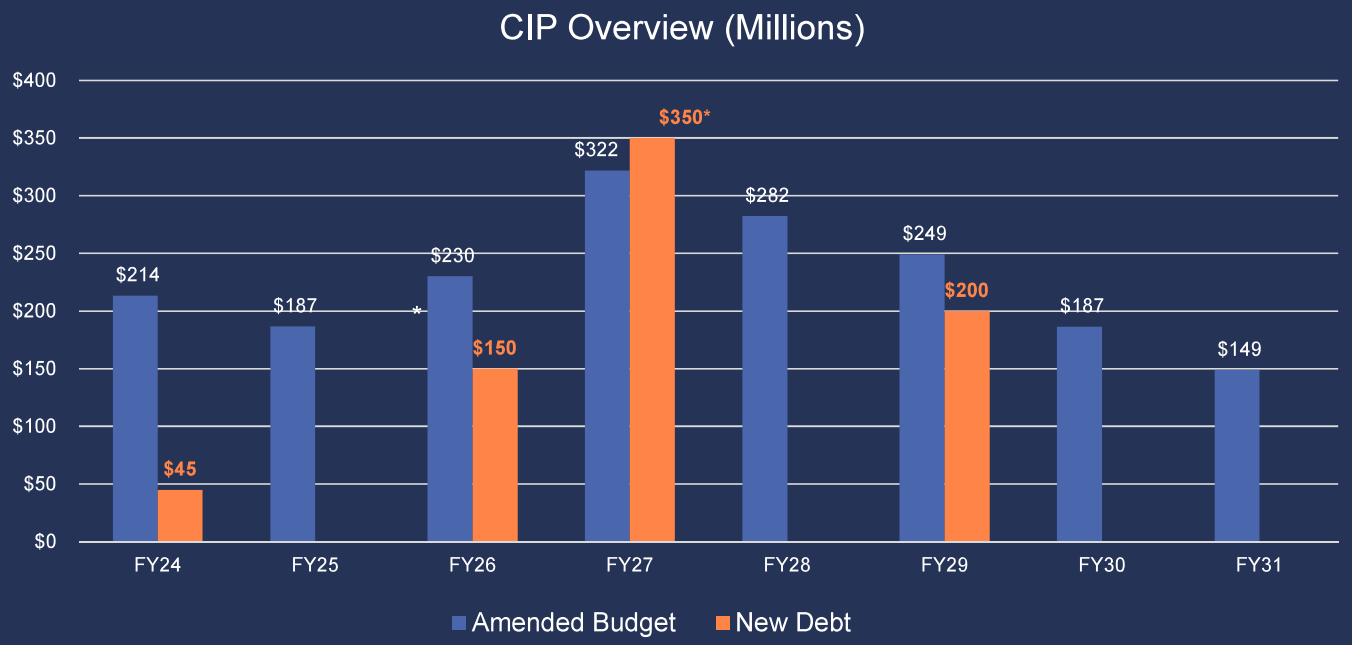
3D renderings of the new Admin Building (left) and Electrical Building (right)





Project includes hazard mitigation and flood proofing elements to provide a coastal flooding resilient facility

LCU CIP Budget Overview



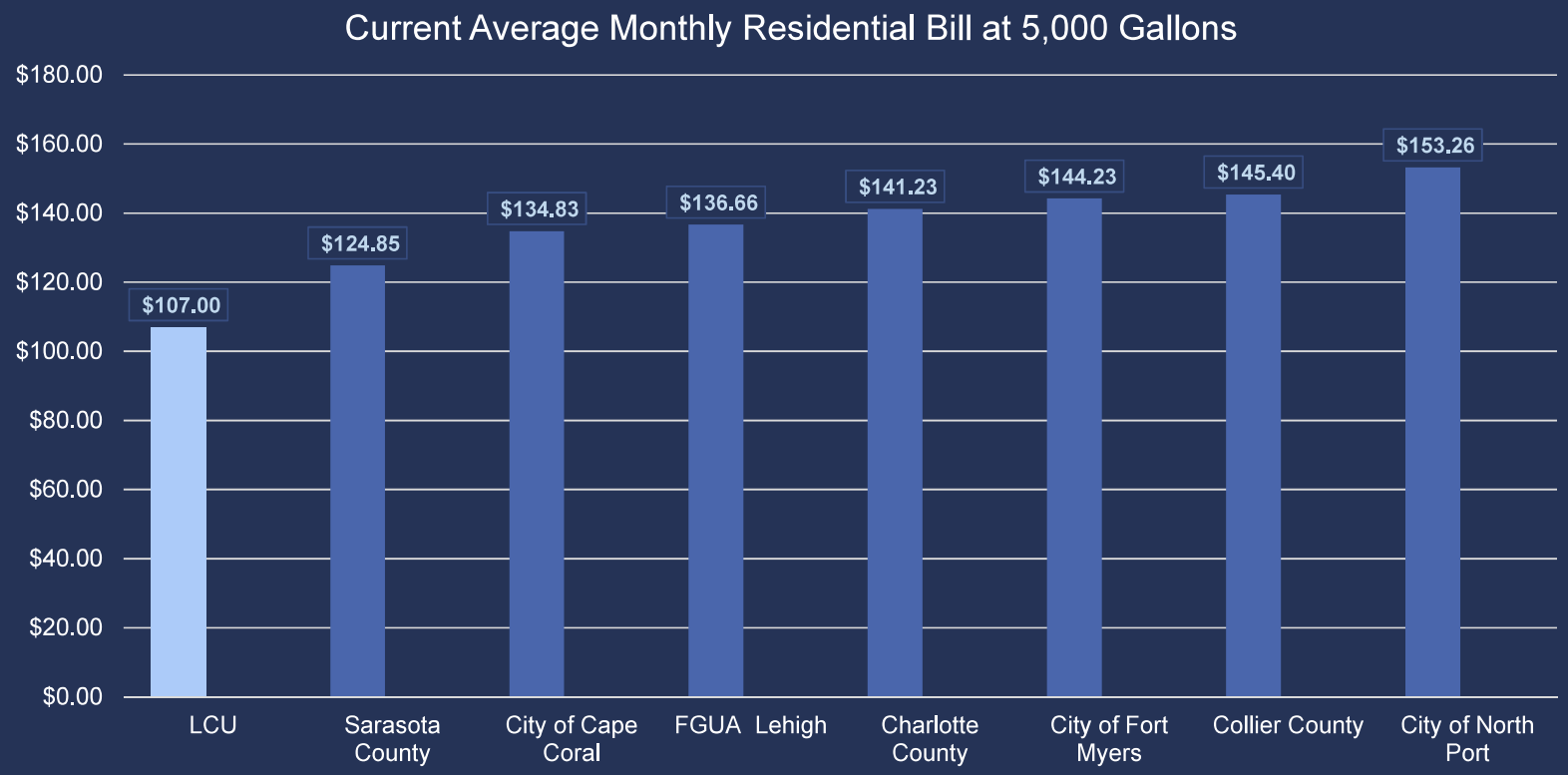
** The $150M LOC will be paid off with the $350M revenue bond*

Proposed Rate Increases

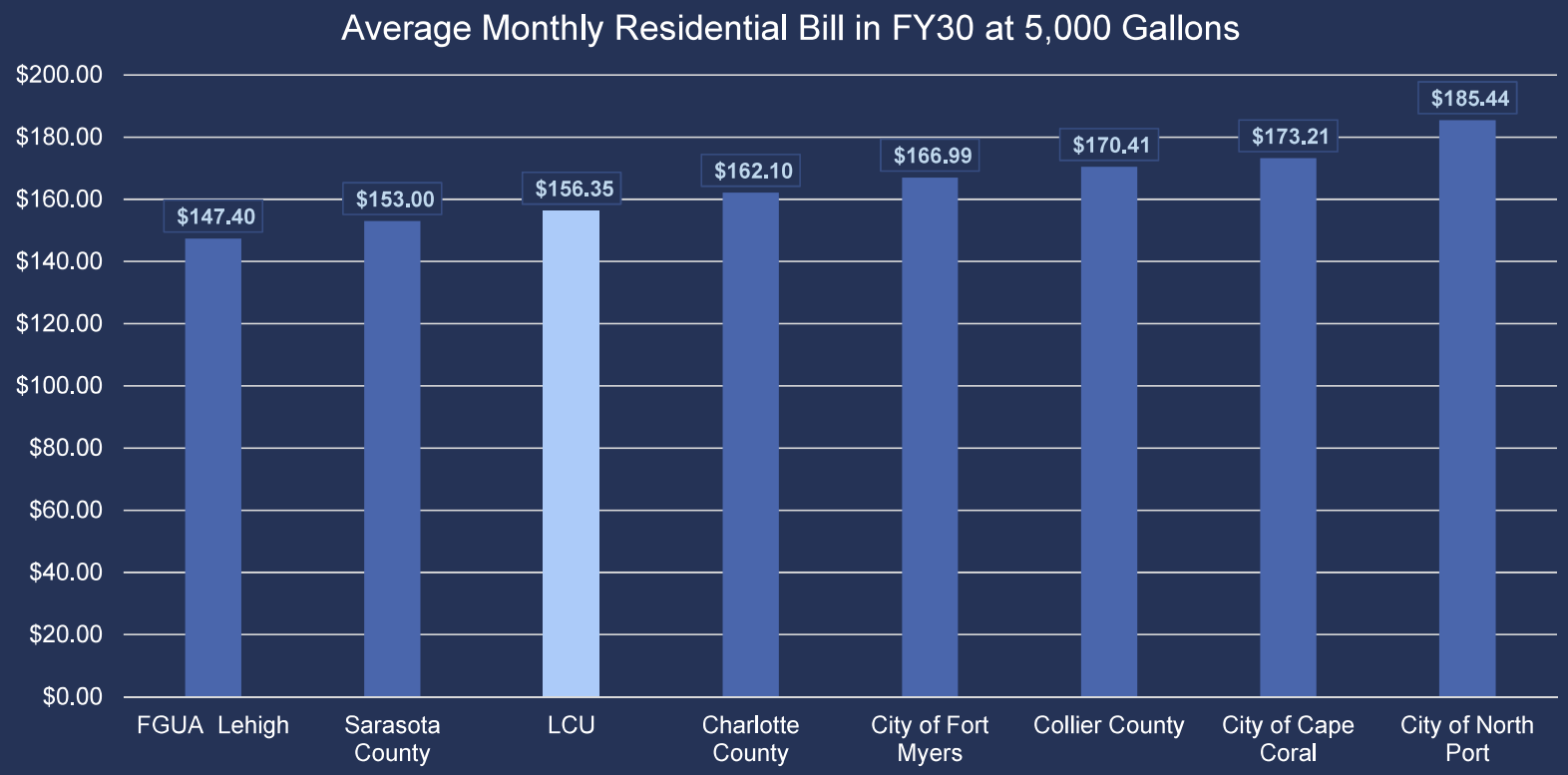
	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31
Previously Adopted Rate Increases	8%	8%	8%	n/a	n/a	n/a	n/a	n/a
Recommended Increase – Includes an estimated 4% CPI Increase	n/a	n/a	n/a	16%	8%	8%	8%	4%
Average Residential Monthly Bill	$91.68	$99.06	$107.00	$124.10	$134.01	$144.77	$156.35	$162.62
Average Residential Monthly Bill Increase		$7.38	$7.94	$17.10	$9.91	$10.76	$11.58	$6.27
Annual Revenue Increase	$9.4M	$10.2M	$11.5M	$25.2M	$14.8M	$16.1M	$17.6M	$9.6M

- Previously adopted rate increases effective July 1 of each fiscal year, through FY26
- Proposed rate increases effective October 1 of each fiscal year, beginning FY27
- Estimate of CPI based on 10-year average of Water and Sewerage Maintenance Index; actual CPI and overall rate increase will vary
- Average monthly bill shown above is based on 5,000 gallons of water & sewer charges
- FY31 shown above represents only an annual CPI increase

Current Rate Comparison in Fiscal Year 2026



Projected Rate Comparison in Fiscal Year 2030



Projected Rate Increases FY26 - FY30

Utility	Current Rate Plan
LCU	Proposed multi-year increase, option #1 of Raftelis rate study (16%, 8%, 8%,8%), followed by annual CPI indexing
FGUA Lehigh	Annual indexing increase, minimum of 75% of the 20-year CPI average
Sarasota County	Rate increases approved through FY29, annual price index anticipated to continue
Charlotte County	Rate increases effective FY27 at the greater of FPSC index or 3.5% annually
City of Fort Myers	Multi-year increases approved through FY30
Collier County	Rate increases approved through FY29
City of Cape Coral	Rate increases approved through FY27; seeking two years at 11%, followed by an annual 5% CPI indexing
City of North Port	Rate increases approved through FY28

Questions?

GATEWAY
SERVICES CDD

September 21, 2026

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33902

RE: Opposition to Proposed 16% FY27 Utility Rate Increase for Bulk Users

Dear Chairman and Commissioners:

On behalf of the Board of Supervisors of the Gateway Services Community Development District and the residents, businesses, property owners, and other stakeholders within the Gateway community, we respectfully express our opposition to the proposed 16% utility rate increase for bulk users in Fiscal Year 2027. The proposed multi-year rate plan also includes additional increases of 8% annually through Fiscal Year 2030, followed by CPI-based indexing.

The Board recognizes the importance of maintaining reliable water and wastewater service and investing in critical infrastructure. We also understand that Lee County Utilities is planning substantial capital improvements to support system reliability, resiliency, and future needs. However, the magnitude and timing of the proposed increase would place an unreasonable and immediate financial burden on existing bulk customers and the communities they serve.
Gateway Services Community Development District purchases utility services in bulk for the benefit of the Gateway community. Any substantial increase in bulk utility rates is ultimately borne by Gateway residents and businesses through higher utility charges and operating costs. A 16% increase in a single fiscal year is especially concerning as households and businesses continue to manage increases in insurance, housing, construction, labor, transportation, and other essential expenses.

The proposed increase is also significantly higher than the 8% annual adjustments previously adopted through Fiscal Year 2026. The Board believes that existing customers should not be required to absorb such a substantial increase in one year, particularly where a portion of the planned infrastructure investment will support future growth and development.
Accordingly, the Gateway Services Community Development District Board of Supervisors respectfully requests that the Board of County Commissioners:

1. Reconsider/Delay the proposed 16% rate increase for bulk users in Fiscal Year 2027.
2. Evaluate alternative funding mechanisms that reduce the immediate impact on existing customers.
3. Consider phasing any necessary increase over a longer period.
4. Ensure that future growth contributes an equitable share toward the infrastructure required to serve that growth. Gateway is built out and much of this increase is due to financing of Capital Projects.
5. Conduct a separate impact analysis for bulk users and engage affected communities before adopting the final rate schedule.

Gateway Services Community Development District supports responsible infrastructure planning and prudent investment in public utilities. Nevertheless, the Board believes these objectives can be achieved through a more balanced approach that protects existing ratepayers while meeting the County's long-term infrastructure needs.

We respectfully urge the Board of County Commissioners to reject the proposed 16% increase for bulk users and work with Gateway and other affected customers to develop a fair, gradual, and sustainable rate plan.
Thank you for your consideration of this important matter and for your continued service to the residents of Lee County.

Respectfully submitted,

BOARD OF SUPERVISORS
Gateway Services Community Development District

_____ _____

Chair Vice Chair

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
INTERLOCAL AGREEMENT

Wholesale Wastewater Treatment and Reuse Water Service

THIS AGREEMENT made and entered into this 11th day of May, 2003, by and between the Gateway Services Community Development District, a special purpose unit of local government established pursuant to Chapter 190, F.S. acting through and by its Board of Supervisors (hereinafter referred to as "District") and Lee County, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the District, by the virtue of the authority granted to it under Chapter 190 of the Laws of the State of Florida, as amended, has the exclusive right and obligation to collect, treat and dispose of wastewater and distribute reuse water to the properties and land located within its boundaries, said boundaries at the time of this Agreement being described on the attached Exhibit "A-1" areas herein defined as being the "District's Territory"; and,

WHEREAS, the District is obligated to plan all necessary facilities for the collection, treatment and disposal of wastewater and distribution of reuse water to the current and future residents, users and properties within the District's Territory; and,

WHEREAS, a portion of the District's Territory at the time of this Agreement is located within the unincorporated area of the County, said area being more particularly described on the attached Exhibit A-2, and hereafter referred to and defined as the District's Service Area for purposes of this Agreement; and,

WHEREAS, the County has purchased from the District an operating and functioning wastewater treatment plant and facility with reuse water treatment capability as licensed by the Florida Department of Environmental Protection ("DEP") with a present design capacity of 1.0 MGD (the "Present Facility Capacity"); and,

WHEREAS, the Facility is currently rated and permitted to operate at 0.50 MGD;, and will continue, during the term of this Agreement, to have sufficient capacity and ability to provide wholesale wastewater treatment and reuse water (as reuse water is defined herein) to the District's Service Area; and,

WHEREAS, the District desires to purchase wastewater treatment and reuse water services on a permanent basis during the term of this Agreement, and the County desires to sell wastewater treatment and reuse water services to the District, on a wholesale basis, for all current and future residents and development of properties within the District's Service Area; and,

WHEREAS, the County has committed and the District has reserved 0.743 MGD of wastewater treatment capacity and reuse water service capacity from the above referenced Present Facility Capacity for the District's purposes; and,

WHEREAS, the County has agreed to expand the Facility as necessary and appropriate to continue to provide high quality wastewater treatment services and reuse water service to the District and the District's Users; and,

WHEREAS, the District has the right and ability to enter into interlocal agreements with the County for purchasing of wastewater treatment and reuse water service on a wholesale basis for the provision of sewage collection/wastewater treatment services and reuse water service to the residents, users and properties within its boundaries; and,

WHEREAS, the County has the right and ability to enter into interlocal agreements with the District for the collection, treatment and disposal of wastewater and reuse water service under the terms and conditions contained herein; and;

WHEREAS, as to the District, this is a provision of wholesale wastewater treatment and wholesale sale of reuse water service to an independent water District authorized under Chapter 190, Florida Statutes,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein contained, the parties agree as follows:

DEFINITIONS: The following terms shall have the following meanings for purposes of this Agreement. Other terms, words and phrases herein not specifically defined herein shall have the meanings ascribed to them in the Definitions contained within that certain Acquisition and Utility Service Provision Agreement dated the 13th day of May, 2003 among the parties hereto (the "Acquisition Agreement"), which Definitions are incorporated into and made a part of this Agreement. All other terms not defined either herein or in the Acquisition Agreement shall have their common and ordinary meaning

> "EQUIVALENT RESIDENTIAL CONNECTION (ERC") is defined as 200 gallons per day (gpd) expressed on an average daily flow basis, or one detached single family dwelling unit. ERC equivalencies for all other uses and classifications shall be those utilized by the District and the District's

definitions of ERC as contained within the adopted rules and regulations of the District.

"USED CAPACITY" is defined as (1) the maximum continuous three-month average daily flow or (2) the maximum daily flow divided by 1.5, whichever is higher, for the last 60 months for which data is available, on a rolling basis.

"WASTEWATER TREATMENT FACILITY": Shall mean the Facility.

"WHOLESALE WASTEWATER RATE": Shall mean the rate charged on a per thousand gallon basis of wastewater delivered developed to capture the full recovery of actual costs incurred by the County for the provision of wholesale wastewater service applied and calculated on a consistent basis.

ARTICLE I - GENERAL CONDITIONS

1.1 The District is and shall remain the sole retail provider and utility for the collection of wastewater and distribution of treated wastewater, reuse water and irrigation water on a retail basis to the future and present property owners, residents, customers and properties ("Users") within the District's Service Area.

1.2 A. The District has requested and the County hereby reserves and commits to the District 0.743 Million Gallons per Day (MGD) of wastewater treatment capacity of the Present Facility Capacity, which shall be defined to be the "District's Present Committed Capacity", from the County's Facility, which the County purchased from the District, in accordance with the Acquisition and Utility Service Agreement ("Agreement") of May 13, 2003. 0.257 MGD of wastewater treatment capacity of the Facility, is the "County's Present Committed Capacity" from the Facility. The County agrees to provide wastewater treatment services to the District for its "Used Capacity" equal to the "District's Present Committed Capacity", and to expand the Facility as may be necessary to assure that the District will have its wastewater treatment "Committed Capacity" as needed and as required under this Agreement to provide wastewater service to its service areas and to the District's Users.

B. Until such time as District's Used Capacity equals the District's Committed Capacity, and provided that the County is not in default of this Agreement, the County may from time to time have a "Used Capacity" of the Facility that exceeds the "County's Committed Capacity" provided that:

1. it notifies the District in writing not less than 60 days prior to the time it intends to increase it's Used Capacity; and,
2. the additional Used Capacity does not adversely impact the District's

"Used Capacity"; and,
3. the total County Used Capacity does not exceed 90% of the permitted capacity less the "District's Used Capacity "; and,
4. the County decreases its Used Capacity to lower levels upon written notification from District that the additional capacity then being used by County is needed by the District; and,
5. the County pays an increased portion of the operation and maintenance costs of the Facility and an increased portion of the debt service commensurate with the additional utilized capacity, with a concommitant deduction in the amount of the District's debt service obligation.

1.3 The District agrees to provide and the County agrees to accept, treat, dispose of reuse wastewater for the full requirements of all the District's Users , pursuant to the terms and conditions set forth herein. The District shall be responsible for the collection and transmission of wastewater within the District's Service Area to the Facility boundary which shall be defined to be the "Point of Delivery". The County shall be responsible for the treatment of wastewater received from the District's Service Area, reuse water processing, and distribution to the District's irrigation system of the reuse water, by delivery to the District's ground storage tank located as depicted on the attached Exhibit "B" and, until such time as the County owns the irrigation distribution system, the District shall be responsible for supplemental irrigation water supply from existing on-site wells at the Facility, and distribution of the reuse water and supplemental reuse water.

1.4 Wastewater treatment services shall be performed in accordance with and conforming to all Governmental Standards as modified from time to time using Best Available Control Technology ("BACT") for noise and odor control. The County represents to the District that the Facility presently operates and treats wastewater in accordance with existing Governmental Standards, or that the County is working within an allotted time frame to correct any deficiencies as indicated by an appropriate regulatory agency.

The County further agrees that during the term of this Agreement, the wastewater effluent quality shall be maintained at a level to conform with all present and future Governmental Standards, or in the event there are any changes in the Governmental Standards, the County shall have use of all of the time that is properly allotted by the applicable regulatory agency(ies), to bring the wastewater effluent quality to the new Governmental Standards.

1.5 The District shall have the right to add wastewater connections within the District's Service Area without paying additional connection fees to the County, up to the District's Present Committed Capacity (i.e. 0.743 MGD), as described herein.

1.6 The County shall provide, at no charge to the District or District's Users, and the District shall accept for use, subject to generally acceptable landscape

maintenance standards in the community for use and acceptance, and subject to health, safety and welfare considerations, wholesale reuse water for all Users in the District's Service Area up to the full amount available from the Facility.

1.7 The District shall cooperate with the County to expand the District's use of reuse water, if needed to meet expanded wastewater treatment plant capacities, within the District's Service Area using reuse water.

1.8 The District shall cooperate with the County to provide easements on District property, or access to rights-of-way within the District, as needed for the interconnection of the County's wastewater force main from Daniels Road to the Facility.

1.9 Annually on or about October 1 of each calendar year, the District shall provide to the County a current schedule of residential units and commercial uses, projections of connections, wastewater "Used Capacity", required "Committed Capacity" and irrigation water demands which are to be added to the District's system within the District's Service Area for the next succeeding five-year period (hereinafter the "5 year plan"), which information the County may rely upon in expanding its facilities to provide wastewater treatment capacity to the District. Within 90 days of receipt of the above-referenced schedule, the County shall notify the District if the County determines that it cannot provide the required quantity of wastewater treatment capacity in the amount projected by the District in the 5 year plan, and the County shall initiate a plan to expand its capacity to meet the terms of this Agreement. The County shall provide the increased additional needed "Committed Capacity" to the District as required by the District.

Upon receipt of a notice from the County that it cannot meet the needs identified in the District's 5 year plan and if the County does not submit a plan within 12 months to expand its wastewater treatment capacity to meet the District's needs, the District shall have the option to follow one or more of the courses outlined in Section 15 of the Acquisition Agreement either in combination or sequence, and shall keep the County apprised of its intentions by written notice thereof.

1.10 In accordance with the existing terms of the County's Development Order, all wastewater collection lines within the District's Service Area shall be installed, operated and maintained by the prime developer, WCI Communities, Inc./Bay Colony-Gateway, Inc., and/or the District. Until and unless the County acquires the District's wastewater collection system, the County shall not, at any time, assume any financial responsibility for the operation and maintenance of the wastewater collection system within the District's Service Area, as part of this Agreement.

ARTICLE II – GENERAL ASSURANCES AND REPRESENTATIONS

2.1 The County hereby represents to the District that it has and will continue to have the ability to provide the District with sufficient wastewater treatment capacity of the quality required by Article 1 of this Agreement for the District's Service Area.

2.2 The County represents to the District that it will, during the term of this Agreement, have sufficient wastewater treatment and disposal capacity, to treat and properly dispose of the quantity of wastewater required by the District to the quality required herein, except for those events beyond the County's reasonable, lawful control, to include, but not be limited to: mechanical failure, repairs, routine maintenance, Acts of God, rationing, or additional regulation by any State or Federal agencies which would potentially alter the quantity and/or the quality of the wastewater effluent.

The County will notify the District of any of the aforesaid events which would adversely affect the County's ability to provide wastewater treatment services to the District within 15 calendar days along with an appraisal of the effect of said event upon the County's ability to provide wastewater treatment services to the District and a schedule when such services will be available. In the event the County concludes it cannot provide sufficient wastewater treatment services to the District as required by this Agreement, the County and the District shall have the same rights and obligations as set out under Section 1.8 hereof to apply after a notice of inability to serve is delivered.

ARTICLE III – CHARGES AND MAINTENANCE

3.1 A. The current total annual debt service for the financing of the wastewater treatment plant acquisition and initial improvements **$231,944**. Subject to adjustments upon the County's utilization of capacity in excess of its committed capacity as per Section 1.1B above, allocation of this annual debt service to the County and District based upon their respective committed capacities results in annual debt service commitments as follows:

Entity	Committed Capacity in GPD	Percent of Total Capacity	Annual Debt Service Commitment
Lee County	257,000	25.70%	**$59,609**
Gateway Services Community Development District	743,000	74.30%	**$172,335**
Total	1,000,000	100.00%	**$231,944**

The District shall pay its aforesaid annual debt service commitment to the County in 12 equal monthly installments, unless otherwise requested and approved by the County.

B. The capital costs for expansion of the wastewater treatment plant to meet increases in Committed Capacity requirements of the District or County above 1.0 MGD shall be allocated and charged to the parties based on the respective increase in Committed Capacity of the parties. The District shall have the option of paying its proportionate share for the cost of said expansion by either: 1.) paying its proportionate share in full at the time of completion of the additional Facility capacity; 2.) paying its proportionate share of any additional debt service associated with additional Facility capacity through an annual debt service commitment payable in 12 equal installments; or 3.) payment of the County's wastewater connection fees for all connections in excess of the initial District Committed Capacity calculated on the basis of the District's proportionate share of the cost of such additional Facility capacity up to the actual proportionate share attributable to the District's requirements. The expansion of the wastewater treatment plant will be the sole responsibility of the County, and except as otherwise provided in the Agreements, the County will retain ownership of the Facility assets.

3.2 The District will not pay wastewater connection fees to the County for additional connections to the wastewater system within the District's Service Area utilizing the Facility for so long as the total Equivalent Residential Connections (ERC's) of the District within the District's Service Area are less than 3,715 ERC's, which corresponds to the initial District Present Committed Capacity of 0.743 MGD. Thereafter, the District shall remit to the County the then current wastewater connection fees for all additional connections to the District's system in the District's Service Area in excess of 3,715 ERC's, unless the District has previously paid its proportionate share of debt service or capital cost as provided in Paragraph 3.1 above herein. The initial number of existing actually connected ERC's in the District's Service Area for purposes of this Agreement shall be established as of the closing date of the sale of the Facility to the County.

3.3. The District shall pay to the County a monthly payment for operations and maintenance (O&M) costs, based on actual costs for wastewater treatment and disposal from that Facility. The initial rate shall be $1.77 per 1,000 gallons of potable water at the District's potable wholesale water master meter, such rate to be adjusted annually if necessary, to reflect the actual costs of the subject wastewater treatment plant system for the previous twelve (12) months. Allocations of Actual Costs among the County and District shall be based on the District's wholesale potable water master meter minus 10% for loss; with the County's allocation consisting of the balance after accounting for the District's usage, which for purposes of this calculation shall not be less than 92,000 gallons per day. The basis for the wholesale wastewater O&M rate will be per the attached calculation method titled "Basis For Volumetric Component Of Wholesale Wastewater Rate" which is attached hereto and made a part hereof as Exhibit "C". In no event shall the County administrative overhead attributable to the

Facility (including the cost of any outside vendor) exceed the amount of $40,000.00 per year, beginning with Fiscal Year 2003-2004 adjusted annually for inflation.

3.4 The Parties recognize that the County has recently adopted uniform wholesale utility rates (potable water service and wastewater treatment service) for all "bulk" customer users of its Systems, to include governmental entities. The County wholesale rates for potable water and wastewater services shall be developed in order to capture only the full recovery of the actual costs attributable to the wholesale water and wastewater service functions. As the result, 1. the District may, at its sole option, and at any time during the term of this Agreement, upon thirty (30) days notice to the County, request that the County's then-adopted wholesale wastewater treatment rate be applied to the District in lieu of the rate as otherwise calculated in this Section, in which event the County will provide service at the County 's wholesale wastewater rate; or 2. after the first ten (10) years of this Agreement, and only when the calculated wastewater treatment rate in this Section is equal to the then-adopted County wholesale wastewater treatment rate, the District will be charged the County wholesale wastewater treatment rate for the balance of the term of this Agreement; and any renewal term. Should the District exercise its option to convert, or is phased on to the County's uniform wholesale utility rates, the County agrees that the wholesale rates charged the District will be the lowest rate offered to any wholesale or bulk customer of the County's system receiving comparable service. The County further agrees that the calculation of the uniform wholesale rates charged to the District shall be limited to a proportionate share of the County's costs of providing those services used by, and the investments made to, serve the County's wholesale customers.

3.5 Payment for all charges to the District shall be made to the County on a monthly basis during the term of this Agreement within required due dates as established by the County.

3.6 The District shall pay the County for wholesale reuse water, requested by the District above the District's Committed Capacity, at the County's then current wholesale reuse water rate (currently $0.25/1000 gallons), as that rate may be modified from time to time system wide.

3.7 The County agrees that the District may "paydown" wastewater rates of its Users as follows, upon the exercising of the District's option to sell to the County and closing of the County's purchase of the Wastewater Systems from the District. The District can, annually, prior to the start of each fiscal year, prepay any amounts that it wishes to the County to pay down the impact of County retail rates upon its Users. Upon receipt of such prepayment, the County will calculate a credit per ERC to be issued against the fixed monthly charge portion of the wastewater bills of District Users' in the District's Service Area respectively for the next fiscal year, that in the aggregate will equal the prepayment made to the County. The County will be obligated to apply any such prepayments that the District makes as credits to District Users in the District's

Service Area as described herein. If the District desires to paydown its Users' rates with the County in any fiscal year it must notify the County in writing no less than ninety (90) days prior to the start of the fiscal year in which the credits are to be effective. Prepayment of the paydown amount must then be received from the District no less than sixty (60) days prior to the start of the fiscal year in which the credits are to be effective.

This section shall continue in full force and effect during the stated term of this Agreement, and shall succeed the early termination of the Agreement.

ARTICLE IV - LENGTH OF AGREEMENT

4.1 This Agreement shall remain in full force and effect for a period of thirty (30) years from the date first approved until September 30, 2033, unless it is otherwise terminated as provided for herein or in the Acquisition Agreement. This Agreement shall thereafter, unless earlier terminated as provided herein, be renewed for consecutive, successive thirty (30) year terms, unless five (5) years prior to the expiration of the original term of this agreement, [and if automatically renewed, prior to the expiration of each renewal term] the District notifies the County in writing that District elects not to renew the Agreement. In the event this Agreement is not renewed, District and County each reserve their respective claims as to service area and rights as provider of water wastewater and reuse water service within their respective defined service areas, obtaining a consumptive use permit for supplemental wells and other permits and other governmental authority; and certain other remedies if District prevails on its claims to exercise District's right to provide service to District Users. Notwithstanding any other right District may have pursuant to this Agreement, if the District still retains ownership of wastewater collection or reclaimed water distribution lines, District may exercise such rights in the final five (5) years of this Agreement and such rights and obligations shall survive the expiration or termination of this Agreement. Upon expiration of this Agreement, the parties may negotiate a new or amended Agreement.

4.2 This Agreement shall automatically terminate after the exercising of the District's option to sell to the County and at the time of closing of the County's purchase of the wastewater collection and reclaimed water distribution systems within the unincorporated portion of the District (County Service Area) to the County, in accordance with the Purchase Agreement.

4.3 This Agreement shall be binding on and inure to the benefit of the successors and assigns of the County and the District. This Agreement may only be amended by a mutual agreement of the parties hereto, which amendment shall be reduced to writing and executed with the same formalities as the execution of this Agreement.

4.4 This Agreement shall be construed and enforced in accordance with the

laws of the State of Florida.

4.5 Any litigation concerning this Agreement shall be in the appropriate state court having jurisdiction, in Lee County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officials, duly authorized to do so the date above first written.

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairman

ATTEST: _____
Asst Secretary

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST:
by _____
Deputy Clerk, Clerk of Court

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DISTRICT COUNSEL

_____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT LIST

WHOLESALE WASTEWATER TREATMENT AND REUSE WATER SERVICE

EXHIBIT	DOCUMENT/ITEM
A	Map of District Boundaries; and Map of District in Unincorporated Areas ("District's Service Area")
B	Map/Sketch Depicting Ground Storage Tank
C	Basis For Volumetric Component Of Wholesale Wastewater Rate

EXHIBIT C

BASIS FOR VOLUMETRIC COMPONENT OF WHOLESALE WASTEWATER RATE

If the District purchases wholesale wastewater service from Lee County, the following formula shall be used to calculate the volumetric component of the wholesale wastewater rate charged for such service by the County.

$$R = (DOM + CSOM + IOM + RR + D + T) / P$$

Whereby:

R = The wholesale volumetric rate calculated by the formula expressed on a cost per 1,000 gallons ($/1,000) of the total amount of wastewater delivered by the District at the point of interconnection to the County's wastewater treatment and disposal facilities serving the District's wastewater service area.

DOM = The direct operation and maintenance expenses associated with the treatment and disposal of wastewater associated with those facilities utilized by the County for serving the District's wastewater service area. Such expenses shall include, but shall not be limited to, budgetary classifications of expenses directly associated with the operation, maintenance, repairs, regulatory compliance and direct capital outlay for machinery, equipment vehicle, and fixtures (the "direct capital outlay") associated with the wastewater treatment and effluent disposal facilities serving the District.

CSOM = The allocable share of the annual operating expenses and direct capital outlay associated with the customer service, billing, and accounting costs required for service to the District by the County. Such amounts will be based on allocation procedures using standard ratemaking factors (e.g., number of meters read, bills rendered) to recognize the customer service costs required for service. Except as may be directly assigned by calculation, such annual operating expenses shall not include any meter services expenses associated with meter repairs, testing, and meter reading services for the County's retail service customers or any allowance for uncollectible revenues.

IOM = The allocable share of the annual indirect operation and maintenance expenses and direct capital outlay incurred by the system for providing service. Such costs include, but will not be limited to, administrative, utility engineering, supervisory, insurance, allowances for contingencies and other related costs. Such amounts will be based on allocation procedures using standard ratemaking factors (e.g., salaries and wages, fixed asset relationships, etc.) to recognize the indirect operating expenses required for service. Such annual operating expenses shall not include any costs allocable to the collection system or meter services or which are directly attributable to the County's wastewater system. It is recognized that this cost component will not require a separate or specific accounting for rate determination purposes but shall be based on a reasonable cost allocation process.

RR = Transfers to the Renewal and Replacement Fund (R&R Fund) as required by the County's authorizing Bond Resolution for disbursement to pay the cost of unusual or extraordinary maintenance repairs, the cost of renewals and replacements, the cost of acquiring, installing, or replacing equipment. The R&R Fund requirement shall be as determined in the annual budget of the County based on the recommendations of the County's Consulting Engineer, but in no event shall be less than five percent (5%) of the revenues derived from wholesale wastewater service for the current fiscal year.

D = The annual amount of debt, loan, note or capitalized lease payments ("debt service") allocable to the wastewater treatment factor associated with providing service to the District. If such Debt Service requirements (in whole or in part) are accounted for as a separate charge or billing component to the District by the County and are not included as a cost component to be recovered from the volumetric rate, the allocable Debt Service cost shall be excluded from the calculation.

T = Any transfers as budgeted by the County which are not reflected in the above-referenced expenditure components and which are required for wholesale wastewater service. Such annual expenditures may include, but not be limited to, establishment of fleet reserves, transfer to capital accounts for additional system improvements, and other related transfers. Such amounts must be approved by the County Commission as a necessary expenditure prior to inclusion in the periodic determination of the volumetric wholesale wastewater rates.

P = The annual amount of the wastewater delivered to the facilities serving the District for the applicable period for which the volumetric component of the wholesale wastewater rates for service are being calculated. Such amounts will be expressed on a 1,000 gallon basis for rate determination consistent with the billing requirements for metering wastewater flow at the point(s) of delivery for service.

Volumetric wholesale wastewater rates will be calculated on an annual basis or mutually agreed time period based on the annual budget for operations and wastewater sales. A true-up analysis will be performed within 180 days after the close of the fiscal year to determine actual costs and the resultant rate for service. Such amount will be determined based on the formula presented in this exhibit. Any over or underpayments will be credited or debited to the next monthly wastewater service billing following the completion of the true-up analysis.

This formula was applied in the calculation of the initial rate of $1.77 per 1,000 gallons as set forth on the following page.

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 14.A**

Agenda Management

1. **Requested Motion**: **Meeting Date**: October 1, 2026

Review the Agenda Management items

Why the action is necessary:

To provide an update to the Board of Supervisors of items that are forthcoming for their review/input.

2. **Agenda**: FUTURE BOARD BUSINESS

3. **Requirement/Purpose**: Informational Items

4. **Submitter of Information**: Georgia Johnson

Attachments:

1. Agenda Management-9.24.2026b.pdf

6. **Alternative Action**:

Do nothing.

	Subject	Department	Staff Lead	Subcommittee	Committee	Added Date	BOS Date
	Regular Meeting - October 15, 2026						
1	Ponds Standard	Public Works	Paul/Randy/Matt	Ponds 06.08.2026	PPAC 09.10.2026		10.15.2026
2	FPL Transmission Line Project	Admin	Chelsea/Tony				
3	Employee Longevity Awards	Admin	Chelsea/Georgia			08.18.2026	10.15.2026
4	Parks & Recreations Guidelines	Public Works	Paul/Randy/Kerry	PRAC 09.01.2026			10.15.2026
	President's Council Meeting - October 27, 2026						
1	Amenities/Programs - Tracking, FPL Update	Admin	Chelsea/Laura			09.23.2026	10.27.2026
2	CivicRec & Premium Parking	Public Works	Paul/Randy			09.23.2026	10.27.2026
3	Eye on Water	Utilities	Bill/Austin			09.23.2026	10.27.2026
	Future Board Meetings						
	ADMINISTRATION						
	E-Bikes on District Properties	Admin	Chelsea/Paul			06.12.2025	TBD
	FPL Transmission Line Project	Admin	Chelsea/Tony			04.02.2026	Continuous
	Garrett FM FKA Sentosa Bond Reduction	Admin	Chelsea/Tony/Utilities			07.21.2026	TBD
	Presidents Council Meeting	Admin	Chelsea/Georgia			08.18.2026	10.27.2026
	Notice of Award - Insertion Valves - FDEM	Admin	Chelsea/Laura/TT			09.25.2026	
	DISTRICT ENGINEER						
	Rehab of Water Table Aquifer Irrigation Supply Wells	Utilities	Austin/Bill			08.30.2023	TBD
	High Service Pumps Evaluation	Utilities	Austin/Bill			11.13.2025	TBD
	PUBLIC WORKS/PARKS & RECREATION						
	Pond 21 - Pelican Preserve	Public Works	Paul/Randy	Ponds 11.02.2026 (Sp	PPAC 12.10.2026	12.11.2026	01.07.2027
	Public Works Maintenance Building	Public Works	Paul/Randy				12.03.2026
	Landscape/Irrigation	Public Works	Paul/Randy/Angelo				04.15.2027
	PRAC FY27 Capital Improvement Projects	Public Works	Randy/Randy/Kerry	PRAC 09.01.2026			12.03.2026
	Sherman Soccer Complex Parking Lot Expansion	Public Works	Paul/Randy				01.07.2026
	Griffin Drive Sidewalk Extension	Public Works	Paul/Randy				11.19.2026
	Treeline Ave Share Use Path	Public Works	Paul/Randy				01.07.2027
	Lake Bank Restoration HMGP - FY27	Public Works	Paul/Randy/Matt				01.07.2027
	UTILITIES						
	FY2025 Valve Insertions	Utilities	Austin/Bill			09.10.2024	TBD
	RFP-26-XX - Sanitary Sewer Repairs	Utilities/Contracts	Austin/Bill/Cheri				
	LCU Rate Increase - Public Hearing	Utilities	Leslie			09.25.2026	
	LEGAL						

District Priorities

Priority	Name	Department	Lead
1	Meter Box Project	Utilities	Bill/Austin
2	Meter Replacement Project	Utilities	Bill/Austin
3	Administration Building and/or Park Improvements	Admin	Chelsea
4	Griffin Drive Sidewalk Extension	Public Works	Chelsea/Paul
5	Public Works Maintenance Building	Admin	Chelsea
6	Sherman Soccer Complex Parking Lot Expansion	Public Works	Chelsea/Paul
7	Treeline Avenue Shared Use Path	Public Works	Chelsea/Paul
8	CCTV Stormwater System	Public Works	Paul
9	Private Development - DD Parkway	Utilities	Bill/Austin
10	CCTV Sanitary Sewer - Repairs	Utilities	Bill/Austin
11	Irrigation System Replacement	Admin	Paul/Chelsea
12	Odor Control Unit - Girl Scout	Utilities	Bill/Austin
13	Irrigation & Force Main Redundancy Project	Utilities	Bill/Austin
14	Staff Development	Admin	Chelsea/Laura
15	Special Events	Public Works	Kerry
16	HMGP - Pond Bank Design - 21 Ponds	Public Works	Tetra Tech/PW
17	Commons Park Amenities (Dog Park, Zoysia, irrigation)	Public Works	Chelsea/Paul
18	Surface Water Aerator: Lake 114	Public Works	Paul/Randy/Matt
19	Monument Upgrades	Public Works	Chelsea/Paul
20	PRAC: Linear Park Improvements	Public Works	Paul/Randy/Kerry
21	Sherman Soccer Complex Field Lighting	Public Works	Paul/Randy/Kerry

FY 2027 BOARD AND COMMITTEE/SUBCOMMITTEE CALENDAR

Dates and times are subject to change (check website for any meeting updates)

BOS Mtg Date 1st Thursday (if Wksp)-2pm 3rd Thursday - 3pm President's Council-4pm	PPAC Mtg Date (2nd Thursday) 2pm	PRAC Mtg Date (1st Tuesday) 1:30 pm	Landscaping Mtg Date (4th Thursday) 9am	Ponds Mtg Date 2nd Monday, every 2 months - 8:30am	Safety&Security Mtg Date (4th Thursday) 11am
Boardroom, unless otherwise noted	Boardroom, unless otherwise noted	Boardroom, unless otherwise noted	Pelican Conference Rm. 10571 Veneto Dr. unless otherwise noted	Pelican Conference Rm. 10571 Veneto Dr.	Pelican Conference Rm. 10571 Veneto Dr.
Wksp & Mtg - 10/1/2026	10/8/2026	10/6/2026	10/22/2026	10/12/2026	10/22/2026
Mtg - 10/15/2026					
PC - 10/27/2026					
Wksp & Mtg - 11/5/2026	11/12/2026	11/3/2026	**11/20/2026-GSCDD		**11/20/2026
Mtg - 11/19/2026					
Wksp & Mtg - 12/3/2026	12/10/2026	12/1/2026	**12/18/2026-GSCDD	*12/7/2026	**12/18/2026
Mtg - 12/17/2026					
Wksp & Mtg - 1/7/2027	1/14/2027	1/5/2027	1/28/2027		1/28/2027
Mtg - 1/21/2027					
Wksp & Mtg - 2/4/2027	2/11/2027	2/2/2027	2/25/2027	2/8/2027	2/25/2027
Mtg - 2/18/2027					
Wksp & Mtg - 3/4/2027	3/11/2027	3/2/2027	3/25/2027		3/25/2027
Mtg - 3/18/2027					
Wksp & Mtg - 4/1/2027	4/8/2027	4/6/2027	4/22/2027	4/12/2027	4/22/2027
Mtg - 4/15/2027					
PC - 4/27/2027					
Wksp & Mtg - 5/6/2027	5/13/2027	5/4/2027	5/27/2027		5/27/2027
Mtg - 5/20/2027					
Wksp & Mtg - 6/3/2027	6/10/2027	6/1/2027	6/24/2027	6/14/2027	6/24/2027
Mtg - 6/17/2027					
Wksp & Mtg - 7/1/2027	7/8/2027	7/6/2027	7/22/2027		7/22/2027
Mtg - 7/15/2027					

Wksp & Mtg - 8/5/2027	8/12/2027	8/3/2027	8/26/2027	8/9/2027	8/26/2027
Mtg - 8/19/2027					
Wksp & Mtg - 9/2/2027	9/9/2027	9/7/2027	9/23/2027		9/23/2027
Mtg - 9/16/2027					

**Thanksgiving 11/26/26
**Christmas Eve 12/24/26

*1st Monday 12/7/26

**Thanksgiving 11/26/26
**Christmas Eve 12/24/26