



***CITY CENTER COMMUNITY  
DEVELOPMENT DISTRICT***

***Agenda Package***

***Board of Supervisor  
Regular Meeting***

***Date & Time:***

***Tuesday***

***January 9, 2024***

***1:00 p.m.***

***Location:***

***Holiday Inn Express & Suites Orlando South-Davenport***

***4050 Hotel Drive***

***Davenport, FL***

***33897***

Note: The Advanced Meeting Package is a working document and all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval or adoption.

# City Center Community Development District

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Vesta District Services

[X] 250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
321-263-0132 Ext. 193

Board of Supervisors  
**City Center Community Development District**

Dear Board Members:

The Regular Meeting of the City Center Community Development District is scheduled for **Tuesday, January 9, 2024 at 1:00 p.m.** at the **Holiday Inn Express & Suites Orlando, 4050 Hotel Drive, Davenport, Florida.**

The advanced copy of the agenda for the meeting is attached, along with associated documentation for your consideration. Any additional support material will be forwarded to you under separate cover or distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or [dmcinnes@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com). I look forward to seeing you at the meeting.

Sincerely,

*David McInnes*

District Manager

Enclosure

Cc: District Attorney  
District Engineer  
District Records  
Developer

District: **CITY CENTER COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, January 9, 2024  
Time: 1:00 PM  
Location: Holiday Inn Express & Suites Orlando  
4050 Hotel Drive  
Davenport, FL 33897

*Agenda*

- I. Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual for agenda items)*
- III. Office of Elected Supervisors**
  - A. Appointment of New Supervisor
  - B. Oath of Office [Exhibit 1](#)
  - C. New Supervisor Information Sheet [Exhibit 2](#)
  - D. Form 1 [Exhibit 3](#)
  - E. Sunshine Law & Code of Ethics [Exhibit 4](#)
- IV. Consent Agenda**
  - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held November 14, 2023 [Exhibit 5](#)
  - B. Consideration for Acceptance – The October 2023 Unaudited Financial Report [Exhibit 6](#)
  - C. Consideration for Acceptance – The November 2023 Unaudited Financial Report [Exhibit 7](#)
- V. Audit Committee Meeting**
  - A. Open the Audit Committee Meeting
  - B. Review of RFP and Evaluation Criteria [Exhibit 8](#)
  - C. Authorization to Proceed with Publication of RFP
  - D. Scheduling of Next Meeting Date – January 9, 2024
  - E. Close the Audit Committee Meeting
- VI. Business Items**
  - A. Consideration and Adoption of **Resolution 2024-01**, Designating Officers [Exhibit 9](#)
  - B. Consideration and Adoption of **Resolution 2024-02**, Designating Signatories [Exhibit 10](#)

- C. Consideration and Approval of Yellowstone Landscape Contract Addendum [Exhibit 11](#)

**VII. Staff Reports**

- A. District Manager
  - Action Item Report
  - Meeting Matrix

[Exhibit 12](#)

- B. District Counsel
- C. District Engineer

**VIII. Discussion Item: Interlocal Agreement with Polk County for Transfer of Roads and Maintenance**

[Exhibit 13](#)

**IX. Supervisors Requests**

- X. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

**XI. Adjournment**

# EXHIBIT 1

**CITY CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

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

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of \_\_\_\_\_ Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

# EXHIBIT 2

*City Center*  
**A Community Development District**

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NEW SUPERVISOR INFORMATION  
SHEET

Please return completed forms to  
Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Phone: 321-263-0132, EXT-193  
District Manager: David McInnes

1) Name: \_\_\_\_\_

2) Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) County of Residence \_\_\_\_\_

4) Phone or Cell \_\_\_\_\_

5) Email Address \_\_\_\_\_

6) Waive OR Accept Compensation of Statutorily Allowed \$200 per Meeting  
\_\_\_\_\_. If you have elected to receive compensation  
then please forward the attached payroll forms along with the New Supervisor  
Information Sheet.

Payroll Information

1) Date of Birth: \_\_\_\_\_

2) Drivers License Number: \_\_\_\_\_



# EXHIBIT 3

# FORM 1

# STATEMENT OF FINANCIAL INTERESTS

# 2022

Please print or type your name, mailing address, agency name, and position below:

**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF  CANDIDATE OR  NEW EMPLOYEE OR APPOINTEE

**\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\***

**DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2022.

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

**COMPARATIVE (PERCENTAGE) THRESHOLDS** OR  **DOLLAR VALUE THRESHOLDS**

**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

**PART B -- SECONDARY SOURCES OF INCOME**  
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")


**You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.**

**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.

**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.

**PART D — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

**PART E — LIABILITIES** [Major debts - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

**PART G — TRAINING** For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

**I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

**IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE**

**SIGNATURE OF FILER:**

**Signature:**

\_\_\_\_\_

**Date Signed:**

\_\_\_\_\_

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

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

**FILING INSTRUCTIONS:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

**State officers or specified state employees** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHEN TO FILE: Initially,** each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter,** file by July 1 following each calendar year in which they hold their positions.

**Finally,** file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2022.

## NOTICE

**Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]**

**In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]**

## **WHO MUST FILE FORM 1:**

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

## **INSTRUCTIONS FOR COMPLETING FORM 1:**

**INTRODUCTORY INFORMATION** (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**DISCLOSURE PERIOD:** The "disclosure period" for your report is the calendar year ending December 31, 2022.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

## MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

### **IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY**

#### **PART A — PRIMARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### **PART B — SECONDARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable

or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

#### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure

period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

## PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and

bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than 10% of your gross income from that business entity; **and,**

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

## PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

## PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# EXHIBIT 4



# FLORIDA COMMISSION ON ETHICS



GUIDE  
to the  
SUNSHINE AMENDMENT  
and  
CODE of ETHICS  
for Public Officers and Employees

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**2023**

State of Florida  
COMMISSION ON ETHICS

**John Grant, *Chair***  
Tampa

**Glenton “Glen” Gilzean, Jr., *Vice Chair***  
Orlando

**Michelle Anchors**  
Fort Walton Beach

**William P. Cervone**  
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Niceville

**William N. “Willie” Meggs**  
Tallahassee

**Ed H. Moore**  
Tallahassee

**Wengay M. Newton, Sr.**  
St. Petersburg

**Jim Waldman**  
Fort Lauderdale

**Kerrie Stillman**  
*Executive Director*  
P.O. Drawer 15709  
Tallahassee, FL 32317-5709  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us)  
(850) 488-7864\*

\*Please direct all requests for information to this number.

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## I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves

or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

## **II. ROLE OF THE COMMISSION ON ETHICS**

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

## **III. THE ETHICS LAWS**

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

## **A. PROHIBITED ACTIONS OR CONDUCT**

### *1. Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

**However**, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

## 2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

## 3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

## 4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]



5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

## **B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

### **1. *Doing Business With One's Agency***

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

### **2. *Conflicting Employment or Contractual Relationship***

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- (a) When the business is rotated among all qualified suppliers in a city or county.
  
- (b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract.  
NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.
  
- (c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
  
- (d) When an emergency purchase must be made to protect the public health, safety, or welfare.
  
- (e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
  
- (f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
  
- (g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
  
- (h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
  
- (i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the

anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

## **C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES**

### *1. Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

### *2. Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

**D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS**

*1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

*2. Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the

president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

**PENALTIES:** Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

### *3. 6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues



of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

## **E. VOTING CONFLICTS OF INTEREST**

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of

the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

## **F. DISCLOSURES**

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

### **1. FORM 1 - Limited Financial Disclosure**

#### **Who Must File:**

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

#### **STATE OFFICERS include:**

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

#### What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

#### When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

#### Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

#### 2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

#### 3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the

reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation



Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

#### What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

#### When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

CANDIDATES must register and use the electronic filing system to complete the Form 6, then file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

#### 5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. FORM 9 - Quarterly Gift Disclosure

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who

is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

#### *8. FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

#### *9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

### **IV. AVAILABILITY OF FORMS**

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2023, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the

annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2023. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

## **V. PENALTIES**

### *A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

### *B. Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

### *C. Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's

leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*D. Penalties for Lobbyists and Others*

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

*E. Felony Convictions: Forfeiture of Retirement Benefits*

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

*F. Automatic Penalties for Failure to File Annual Disclosure*

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

## **VI. ADVISORY OPINIONS**

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

*A. Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

*B. How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

*C. How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us).

## VII. COMPLAINTS

### A. *Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at [www.ethics.state.fl.us](http://www.ethics.state.fl.us). The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us), or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

### B. *Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

### C. *Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.



A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

*D. How the Complaint Process Works*

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

*E. Dismissal of Complaints At Any Stage of Disposition*

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

*F. Statute of Limitations*

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

## **VIII. EXECUTIVE BRANCH LOBBYING**

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at [www.floridalobbyist.gov](http://www.floridalobbyist.gov). Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration  
Room G-68, Claude Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1425  
Phone: 850/922-4987

## **IX. WHISTLE-BLOWER'S ACT**

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

## **X. ADDITIONAL INFORMATION**

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

## **XI. TRAINING**

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not

track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

# EXHIBIT 5

1 **MINUTES OF MEETING**

2 **CITY CENTER**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the City Center Community Development  
5 District was held on Tuesday, November 14, 2023 at 1:08 p.m. at the Holiday Inn Express & Suites Orlando,  
6 4050 Hotel Drive, Davenport, Florida, 33897.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McInnes called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Rolando Albino	Board Supervisor, Chairman
11 Mahmoud “Tommy” Khatib	Board Supervisor, Vice Chairman
12 Victor Khatib	Board Supervisor, Assistant Secretary

13 Also present were:

14 David McInnes	District Manager, Vesta District Services
15 Tracy Robin ( <i>via phone</i> )	District Counsel, Straley Robin Vericker
16 Mark Wilson ( <i>via phone</i> )	District Engineer, Kimley Horn

17 *The following is a summary of the discussions and actions taken at the November 14, 2023 City Center*  
18 *CDD Board of Supervisors Regular Meeting.*

19 **SECOND ORDER OF BUSINESS – Audience Comments**

20 There were no comments from any audience members.

21 **THIRD ORDER OF BUSINESS – Consent Agenda**

- 22 A. Exhibit 1: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting  
23 Held August 8, 2023
- 24 B. Exhibit 2: Consideration for Acceptance – The July 2023 Unaudited Financial Report
- 25 C. Exhibit 3: Consideration for Acceptance – The August 2023 Unaudited Financial Report
- 26 D. Exhibit 4: Consideration for Acceptance – The September 2023 Unaudited Financial Report

27 On a MOTION by Mr. Albino, SECONDED by Mr. Tommy Khatib, WITH ALL IN FAVOR, the Board  
28 approved all items of the Consent Agenda, for the City Center Community Development District.

29 **FOURTH ORDER OF BUSINESS – Business Items**

- 30 A. Exhibit 5: Presentation and Acceptance of the FY 2022 Audited Financial Statements

31 On a MOTION by Mr. Albino, SECONDED by Mr. Tommy Khatib, WITH ALL IN FAVOR, the Board  
32 accepted the FY 2022 Audited Financial Statements, for the City Center Community Development District.

33 Following the motion, Mr. Robin noted that the performance of the auditor was unsatisfactory and  
34 suggested that the Board consider seeking proposals for a new audit firm. The Board opted to hold  
35 an audit committee meeting on December 12, 2023.

- 36 B. Exhibit 6: Ratification of Invoice from S&S Contracting of Polk County (pothole repair)

37 On a MOTION by Mr. Albino, SECONDED by Mr. Tommy Khatib, WITH ALL IN FAVOR, the Board  
38 approved the Ratification of the Invoice from S&S Contracting of Polk County for pothole repair, for the  
39 City Center Community Development District.

40 **FIFTH ORDER OF BUSINESS – Staff Reports**

41 A. District Manager

42       ➤ Action Item Report

43       ➤ Exhibit 7: Meeting Matrix

44 B. District Attorney

45 Mr. Robin provided an update to the Board on discussions with Polk County officials regarding the  
46 transfer of Posner Boulevard and Grandview Parkway to the County. Mr. Robin additionally  
47 provided information on the audit committee meeting and selection process.

48 C. District Engineer

49 Mr. Wilson noted that there were a couple of locations on Posner Boulevard where the top layer of  
50 asphalt appeared to be failing, and that he was looking into getting pricing for milling and  
51 overlaying the portions. Mr. Wilson noted that no other items had been identified for action during  
52 the recent engineer site visit.

53 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

54 There being none, the next item followed.

55 **SEVENTH ORDER OF BUSINESS – Audience Comments - New Business**

56 There being none, the next item followed.

57 **EIGHTH ORDER OF BUSINESS – Adjournment**

58 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to  
59 adjourn the meeting. There being none, Mr. Albino made a motion to adjourn the meeting.

60 On a MOTION by Mr. Albino, SECONDED by Mr. Tommy Khatib, WITH ALL IN FAVOR, the Board  
61 adjourned the meeting at 1:39 p.m. for the City Center Community Development District.

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

65 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
66 **meeting held on \_\_\_\_\_.**

67

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

68



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**Printed Name**

69 **Title:**    **Secretary**    **Assistant Secretary**

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**Printed Name**

**Title:**    **Chairman**    **Vice Chairman**

# EXHIBIT 6

City Center  
Community Development District

Financial Statements  
(Unaudited)

Preliminary

October 31, 2023

**City Center CDD**  
**Balance Sheet**  
**October 31, 2023**

	General Fund	Capital Reserve Fund	Debt Service 2015 (05A)	Debt Service 2015 (07A)	TOTAL
1 <b>ASSETS</b>					
2 CASH	\$ 95,159	\$ -	\$ -	\$ -	\$ 95,159
3 INVESTMENTS:					
4 REVENUE FUND	-	-	123,438	162,273	285,711
5 INTEREST FUND	-	-	-	-	-
6 RESERVE	-	-	50,000	50,000	100,000
7 PREPAYMENT	-	-	60	308	368
8 SINKING FUND	-	-	-	-	-
9 ACCOUNTS RECEIVABLE	-	-	-	-	-
10 ASSESSMENTS RECEIVABLE - ON ROLL	463,213	50,000	91,951	108,990	714,154
11 DUE FROM OTHER FUNDS	-	-	-	-	-
12 DEPOSITS (UTILITY)	865	-	-	-	865
13 PREPAID EXPENSE	7,520	-	-	-	7,520
14 <b>TOTAL ASSETS</b>	<b>\$ 566,757</b>	<b>\$ 50,000</b>	<b>\$ 265,449</b>	<b>\$ 321,571</b>	<b>\$ 1,203,776</b>
15 <b>LIABILITIES</b>					
16 ACCOUNTS PAYABLE	\$ 8,341	\$ -	\$ -	\$ -	\$ 8,341
17 DEFERRED REVENUE ON ROLL	463,213	50,000	91,951	108,990	714,154
18 DUE TO OTHER FUNDS	-	-	-	-	-
19 ACCRUED EXPENSES	-	-	-	-	-
20 <b>TOTAL LIABILITIES</b>	<b>471,554</b>	<b>50,000</b>	<b>91,951</b>	<b>108,990</b>	<b>722,495</b>
21 <b>FUND BALANCE</b>					
22 NONSPENDABLE					-
23 PREPAID & DEPOSITS	8,385	-	-	-	8,385
24 UNASSIGNED:	86,818	-	173,498	212,581	472,896
25 <b>TOTAL FUND BALANCE</b>	<b>95,202</b>	<b>-</b>	<b>173,498</b>	<b>212,581</b>	<b>481,281</b>
26 <b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 566,757</b>	<b>\$ 50,000</b>	<b>\$ 265,449</b>	<b>\$ 321,571</b>	<b>\$ 1,203,776</b>

**City Center CDD**  
**General Fund**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2023 to October 31, 2023**

	FY 2024 Adopted Budget	FY 2024 Month of October	FY 2024 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
<b>1 REVENUE</b>					
2 ON ROLL SPECIAL ASSESSMENTS	\$ 463,213	\$ -	\$ -	\$ (463,213)	0%
3 MISCELLANEOUS REVENUE	-	-	-	-	
4 INTEREST REVENUE	-	1,333	1,333	1,333	
<b>5 TOTAL REVENUE</b>	<b>\$ 463,213</b>	<b>\$ 1,333</b>	<b>\$ 1,333</b>	<b>\$ (461,880)</b>	<b>0%</b>
<b>EXPENDITURES</b>					
<b>1 ADMINISTRATIVE</b>					
2 SUPERVISOR COMPENSATION	\$ 3,600	\$ -	\$ -	\$ (3,600)	0%
3 DISTRICT MANAGEMENT	34,608	2,884	2,884	(31,724)	8%
4 FACILITY RENTAL	2,000	-	-	(2,000)	0%
5 REGULATORY & PERMIT FEES	175	175	175	-	100%
6 RECORD STORAGE / ARCHIVING	600	-	-	(600)	0%
7 MISCELLANEOUS FEES	500	-	-	(500)	0%
8 AUDITING SERVICES	3,725	-	-	(3,725)	0%
9 LEGAL ADVERTISING	2,500	-	-	(2,500)	0%
10 BANK FEES	250	-	-	(250)	0%
11 DISTRICT ENGINEER	10,000	-	-	(10,000)	0%
12 LEGAL SERVICES - GENERAL	25,000	784	784	(24,216)	3%
13 WEB-SITE / EMAIL SYSTEM - IT SUPPORT	2,015	1,593	1,593	(422)	79%
14 ADMINISTRATIVE CONTINGENCY	500	-	-	(500)	0%
15 ASSESSMENT COLLECTION FEES	8,000	-	-	(8,000)	0%
<b>16 TOTAL GENERAL ADMINISTRATION</b>	<b>93,473</b>	<b>5,436</b>	<b>5,436</b>	<b>(88,037)</b>	<b>6%</b>
<b>17 INSURANCE</b>					
18 INSURANCE (Public Officials, Liability, Property )	10,740	9,799	9,799	(941)	91%
<b>19 TOTAL INSURANCE</b>	<b>10,740</b>	<b>9,799</b>	<b>9,799</b>	<b>(941)</b>	<b>91%</b>
<b>20 DEBT SERVICE ADMINISTRATION</b>					
21 DISSEMINATION SERVICES (DISCLOSURE REPORT)	5,000	5,000	5,000	-	100%
22 ARBITRAGE REBATE CALCULATION	1,300	-	-	(1,300)	0%
23 BOND AMORTIZATION	500	-	-	(500)	0%
24 TRUSTEE FEES	18,000	-	-	(18,000)	0%
<b>25 TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>24,800</b>	<b>5,000</b>	<b>5,000</b>	<b>(19,800)</b>	<b>20%</b>

**City Center CDD**  
**General Fund**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2023 to October 31, 2023**

	FY 2024 Adopted Budget	FY 2024 Month of October	FY 2024 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
26 <b>FIELD OPERATIONS &amp; MAINTENANCE</b>					
27 UTILITY - ELECTRICITY & STREETLIGHTS	80,000	5,732	5,732	(74,268)	7%
28 UTILITY - WATER (RECLAIMED)	4,500	179	179	(4,321)	4%
29 POND MAINTENANCE	9,500	685	685	(8,815)	7%
30 LANDSCAPE MAINTENANCE	100,000	8,865	8,865	(91,135)	9%
31 IRRIGATION MAINTENANCE	4,200	-	-	(4,200)	0%
32 FIELD - CONTINGENCY	6,000	-	-	(6,000)	0%
33 CAPITAL IMPROVEMENTS - MONUMENT REPAIRS, ETC.	20,000	-	-	(20,000)	0%
34 SECURITY PATROL	60,000	6,000	6,000	(54,000)	10%
35 MAINTENANCE CONTINGENCY	50,000	-	-	(50,000)	0%
36 <b>TOTAL FIELD OPERATIONS</b>	<b>334,200</b>	<b>21,461</b>	<b>21,461</b>	<b>(312,739)</b>	<b>6%</b>
37 <b>TOTAL EXPENDITURES</b>	<b>\$ 463,213</b>	<b>\$ 41,696</b>	<b>\$ 41,696</b>	<b>\$ (421,517)</b>	<b>9%</b>
38 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(40,362)</b>	<b>(40,362)</b>	<b>(40,362)</b>	
39 <b>OTHER FINANCING SOURCES &amp; USES</b>					
40 TRANSFERS IN	-	-	-	-	
41 TRANSFERS OUT	-	-	-	-	
42 <b>TOTAL OTHER FINANCING SOURCES &amp; USES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
43 FUND BALANCE - BEGINNING - UNAUDITED	11,619		135,565	123,946	
44 NET CHANGE IN FUND BALANCE	-	(40,362)	(40,362)	(40,362)	
45 <b>FUND BALANCE - ENDING - PROJECTED</b>	<b>11,619</b>		<b>95,202</b>	<b>83,583</b>	

**City Center CDD**  
**Capital Reserve Fund (CRF)**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2023 to October 31, 2023**

	FY 2024 Adopted Budget	FY 2024 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget
<b>1 REVENUE</b>			
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 50,000	\$ -	\$ (50,000)
3 INTEREST & MISCELLANEOUS	-	-	-
<b>4 TOTAL REVENUE</b>	<b>50,000</b>	<b>-</b>	<b>(50,000)</b>
<b>5 EXPENDITURES</b>			
6 RENEWAL AND REPLACEMENT (RESERVE STUDY)	-	-	-
7 CAPITAL IMPROVEMENT PLAN (ANNUAL ENHANCEMENTS)	-	-	-
<b>8 TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>9 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>50,000</b>	<b>-</b>	<b>(50,000)</b>
<b>10 OTHER FINANCING SOURCES &amp; USES</b>			
11 TRANSFERS IN	-	-	-
12 TRANSFERS OUT	-	-	-
<b>13 TOTAL OTHER FINANCING SOURCES &amp; USES</b>	<b>-</b>	<b>-</b>	<b>-</b>
14 FUND BALANCE - BEGINNING	-	-	-
15 NET CHANGE IN FUND BALANCE	50,000	-	(50,000)
<b>16 FUND BALANCE - ENDING</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ (50,000)</b>
<b>17 ANALYSIS OF FUND BALANCE</b>			
18 COMMITTED			
19 FUTURE CAPITAL IMPROVEMENTS			
20 ASSIGNED			
21 WORKING CAPITAL			
22 UNASSIGNED	50,000	-	-
<b>23 FUND BALANCE - ENDING</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>-</b>

**City Center CDD**  
**Debt Service Fund- Series 2015 (05A)**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2023 to October 31, 2023**

	<b>FY 2024 Adopted Budget</b>	<b>FY 2024 Actual Year-to-Date</b>	<b>VARIANCE Over (Under) to Budget</b>
<b>1 REVENUE</b>			
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 91,951	\$ -	\$ (91,951)
3 SPECIAL ASSESSMENTS - EXCESS FEES	-	-	-
4 INTEREST REVENUE	-	701	701
<b>5 TOTAL REVENUE</b>	<b>91,951</b>	<b>701</b>	<b>(91,250)</b>
<b>6 EXPENDITURES</b>			
7 INTEREST EXPENSE			
8     November 1, 2023	-	-	-
9     May 1, 2024	25,082	-	25,082
10    November 1, 2024	23,765	-	23,765
11 PRINCIPAL RETIREMENT			
12    May 1, 2024	43,000	-	43,000
<b>13 TOTAL EXPENDITURES</b>	<b>91,847</b>	<b>-</b>	<b>(91,847)</b>
<b>14 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>104</b>	<b>701</b>	<b>597</b>
<b>15 OTHER FINANCING SOURCES (USES)</b>			
16 TRANSFERS IN	-	-	-
17 TRANSFERS OUT	-	-	-
<b>18 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>
19 FUND BALANCE - BEGINNING	172,797	172,797	-
20 NET CHANGE IN FUND BALANCE	104	701	597
<b>21 FUND BALANCE - ENDING</b>	<b>\$ 172,901</b>	<b>\$ 173,498</b>	<b>\$ 597</b>



**City Center CDD**  
**Debt Service Fund- Series 2015 (07A)**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2023 to October 31, 2023**

	<b>FY 2024 Adopted Budget</b>	<b>FY 2024 Actual Year-to-Date</b>	<b>VARIANCE Over (Under) to Budget</b>
<b>1 REVENUE</b>			
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 108,990	\$ -	\$ (108,990)
3 SPECIAL ASSESSMENTS - EXCESS FEES	-	-	-
4 INTEREST REVENUE	-	859	859
<b>5 TOTAL REVENUE</b>	<b>108,990</b>	<b>859</b>	<b>(108,131)</b>
<b>6 EXPENDITURES</b>			
7 INTEREST EXPENSE			
8 November 1, 2023	-	-	-
9 May 1, 2024	32,160	-	32,160
10 November 1, 2024	30,780	-	30,780
11 PRINCIPAL RETIREMENT			
12 May 1, 2024	46,000	-	46,000
<b>13 TOTAL EXPENDITURES</b>	<b>108,940</b>	<b>-</b>	<b>(108,940)</b>
<b>14 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>50</b>	<b>859</b>	<b>809</b>
<b>15 OTHER FINANCING SOURCES (USES)</b>			
16 TRANSFERS IN	-	-	-
17 TRANSFERS OUT	-	-	-
<b>18 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>
19 FUND BALANCE - BEGINNING	211,722	211,722	-
20 NET CHANGE IN FUND BALANCE	50	859	809
<b>21 FUND BALANCE - ENDING</b>	<b>\$ 211,772</b>	<b>\$ 212,581</b>	<b>\$ 809</b>

**City Center CDD**  
**Check Register - FY 2024**

Date	Ref. Num	Name	Memo	Deposits	Disbursements	Balance
<b>09/30/2023</b>		<b>BOY Balance</b>				<b>145,574.38</b>
10/02/2023	1ACH100223	Duke Energy	Various Accounts		53.03	145,521.35
10/02/2023	2ACH100223	Duke Energy	Various Accounts		439.54	145,081.81
10/02/2023	2578	Egis Insurance & Risk Advisors	Insurance FY Policy# 100123234 10/01/23-10/01/24		9,799.00	135,282.81
10/03/2023			Deposit	666.67		135,949.48
10/03/2023	100105	Innersync	Invoice: 21680 (Reference: Website Services. )		1,515.00	134,434.48
10/03/2023	100106	Steadfast Environmental, LLC	Invoice: SE-22881 (Reference: Routine Aquatic Maintenance. )		685.00	133,749.48
10/03/2023	100107	Vesta District Services	Invoice: 413505 (Reference: Monthly contracted management fees. ) Invoice: 413		7,925.67	125,823.81
10/04/2023	100108	High Demand Protective Sevices L.L.C.	Invoice: 20231142 (Reference: Security Patrol: 10/2023. )		6,200.00	119,623.81
10/05/2023	1005ACH1	Duke Energy	Various Accounts		5,241.95	114,381.86
10/05/2023	100523ACH1	Google	Google Email October		36.00	114,345.86
10/06/2023	100109	Yellowstone Landscape	Invoice: OS 604844 (Reference: Grandview Parkway. )		2,739.80	111,606.06
10/10/2023	ACH101023	Polk County Utilities	Reuse 3 Posner Blvd 08/07/23-09/06/23		164.70	111,441.36
10/10/2023	100110	Yellowstone Landscape	Invoice: OS 605929 (Reference: Landscape Maintenance: 10/2023. )		6,125.00	105,316.36
10/10/2023	100111	S&S Contracting of Polk County Inc.	Invoice: 10044 (Reference: Emergency Asphalt/Pothole Repair. )		3,500.00	101,816.36
10/13/2023	100112	Straley Robin Vericker	Invoice: 23664 (Reference: General Matters thru 9/15/23. )		490.00	101,326.36
10/25/2023	100113	High Demand Protective Sevices L.L.C.	Invoice: 20231151 (Reference: 11/1/23 - 11/30/23. )		6,000.00	95,326.36
10/26/2023	100114	Straley Robin Vericker	Invoice: 23731 (Reference: General Matters. )		294.15	95,032.21
10/27/2023	2579	Polk County Water Resource Enforcement	Water Violation - 9/27/23		50.00	94,982.21
10/31/2023	1ACH103123	Duke Energy	Various Accounts		50.54	94,931.67
10/31/2023	2ACH1031232	Duke Energy	Various Accounts		439.54	94,492.13
10/31/2023			Deposit	666.67		95,158.80
<b>10/31/2023</b>		<b>EOM Balance</b>		<b>1,333.34</b>	<b>51,748.92</b>	<b>95,158.80</b>

# EXHIBIT 7

City Center  
Community Development District

Financial Statements  
(Unaudited)

Preliminary

November 30, 2023

**City Center CDD**  
**Balance Sheet**  
**November 30, 2023**

	<u>General Fund</u>	<u>Capital Reserve Fund</u>	<u>Debt Service 2015 (05A)</u>	<u>Debt Service 2015 (07A)</u>	<u>TOTAL</u>
1 <b><u>ASSETS</u></b>					
2 CASH	\$ 73,779	\$ -	\$ -	\$ -	\$ 73,779
3 INVESTMENTS:					
4 REVENUE FUND	-	-	99,147	131,007	230,154
5 INTEREST FUND	-	-	-	-	-
6 RESERVE	-	-	50,000	50,000	100,000
7 PREPAYMENT	-	-	60	308	368
8 SINKING FUND	-	-	-	-	-
9 ACCOUNTS RECEIVABLE	-	-	-	-	-
10 ASSESSMENTS RECEIVABLE - ON ROLL	463,213	50,000	91,951	108,990	714,154
11 DUE FROM OTHER FUNDS	-	-	228	270	498
12 DEPOSITS (UTILITY)	865	-	-	-	865
13 PREPAID EXPENSE	7,520	-	-	-	7,520
14 <b><u>TOTAL ASSETS</u></b>	<b><u>\$ 545,377</u></b>	<b><u>\$ 50,000</u></b>	<b><u>\$ 241,386</u></b>	<b><u>\$ 290,575</u></b>	<b><u>\$ 1,127,339</u></b>
15 <b><u>LIABILITIES</u></b>					
16 ACCOUNTS PAYABLE	\$ 5,991	\$ -	\$ -	\$ -	\$ 5,991
17 DEFERRED REVENUE ON ROLL	463,213	50,000	91,951	108,990	714,154
18 DUE TO OTHER FUNDS	498	-	-	-	498
19 ACCRUED EXPENSES	-	-	-	-	-
20 <b><u>TOTAL LIABILITIES</u></b>	<b><u>469,703</u></b>	<b><u>50,000</u></b>	<b><u>91,951</u></b>	<b><u>108,990</u></b>	<b><u>720,644</u></b>
21 <b><u>FUND BALANCE</u></b>					
22 NONSPENDABLE					-
23 PREPAID & DEPOSITS	8,385	-	-	-	8,385
24 UNASSIGNED:	67,290	-	149,435	181,585	398,310
25 <b><u>TOTAL FUND BALANCE</u></b>	<b><u>75,675</u></b>	<b><u>-</u></b>	<b><u>149,435</u></b>	<b><u>181,585</u></b>	<b><u>406,695</u></b>
26 <b><u>TOTAL LIABILITIES &amp; FUND BALANCE</u></b>	<b><u>\$ 545,377</u></b>	<b><u>\$ 50,000</u></b>	<b><u>\$ 241,386</u></b>	<b><u>\$ 290,575</u></b>	<b><u>\$ 1,127,339</u></b>

**City Center CDD**  
**General Fund**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2023 to November 30, 2023**

	FY 2024 Adopted Budget	FY 2024 Month of November	FY 2024 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
<b>1 REVENUE</b>					
2 ON ROLL SPECIAL ASSESSMENTS	\$ 463,213	\$ -	\$ -	\$ (463,213)	0%
3 MISCELLANEOUS REVENUE	-	-	-	-	
4 INTEREST REVENUE	-	-	1,333	1,333	
<b>5 TOTAL REVENUE</b>	<b>\$ 463,213</b>	<b>\$ -</b>	<b>\$ 1,333</b>	<b>\$ (461,880)</b>	<b>0%</b>
<b>EXPENDITURES</b>					
<b>1 ADMINISTRATIVE</b>					
2 SUPERVISOR COMPENSATION	\$ 3,600	\$ 600	\$ 600	\$ (3,000)	17%
3 DISTRICT MANAGEMENT	34,608	2,884	5,768	(28,840)	17%
4 FACILITY RENTAL	2,000	161	161	(1,840)	8%
5 REGULATORY & PERMIT FEES	175	-	175	-	100%
6 RECORD STORAGE / ARCHIVING	600	-	-	(600)	0%
7 MISCELLANEOUS FEES	500	16	16	(484)	3%
8 AUDITING SERVICES	3,725	-	-	(3,725)	0%
9 LEGAL ADVERTISING	2,500	411	411	(2,089)	16%
10 BANK FEES	250	-	-	(250)	0%
11 DISTRICT ENGINEER	10,000	-	-	(10,000)	0%
12 LEGAL SERVICES - GENERAL	25,000	-	144	(24,856)	1%
13 WEB-SITE / EMAIL SYSTEM - IT SUPPORT	2,015	78	1,670	(345)	83%
14 ADMINISTRATIVE CONTINGENCY	500	-	-	(500)	0%
15 ASSESSMENT COLLECTION FEES	8,000	-	-	(8,000)	0%
<b>16 TOTAL GENERAL ADMINISTRATION</b>	<b>93,473</b>	<b>4,149</b>	<b>8,945</b>	<b>(84,528)</b>	<b>10%</b>
<b>17 INSURANCE</b>					
18 INSURANCE (Public Officials, Liability, Property )	10,740	-	9,799	(941)	91%
<b>19 TOTAL INSURANCE</b>	<b>10,740</b>	<b>-</b>	<b>9,799</b>	<b>(941)</b>	<b>91%</b>
<b>20 DEBT SERVICE ADMINISTRATION</b>					
21 DISSEMINATION SERVICES (DISCLOSURE REPORT)	5,000	-	5,000	-	100%
22 ARBITRAGE REBATE CALCULATION	1,300	-	-	(1,300)	0%
23 BOND AMORTIZATION	500	-	-	(500)	0%
24 TRUSTEE FEES	18,000	-	-	(18,000)	0%
<b>25 TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>24,800</b>	<b>-</b>	<b>5,000</b>	<b>(19,800)</b>	<b>20%</b>
<b>26 FIELD OPERATIONS &amp; MAINTENANCE</b>					
27 UTILITY - ELECTRICITY & STREETLIGHTS	80,000	5,489	11,225	(68,775)	14%
28 UTILITY - WATER (RECLAIMED)	4,500	252	431	(4,069)	10%
29 POND MAINTENANCE	9,500	685	1,370	(8,130)	14%
30 LANDSCAPE MAINTENANCE	100,000	6,125	12,250	(87,750)	12%
31 IRRIGATION MAINTENANCE	4,200	-	-	(4,200)	0%
32 FIELD - CONTINGENCY	6,000	350	3,090	(2,910)	51%
33 CAPITAL IMPROVEMENTS - MONUMENT REPAIRS, ETC.	20,000	-	-	(20,000)	0%
34 SECURITY PATROL	60,000	6,300	12,300	(47,700)	21%
35 MAINTENANCE CONTINGENCY	50,000	-	-	(50,000)	0%
<b>36 TOTAL FIELD OPERATIONS</b>	<b>334,200</b>	<b>19,201</b>	<b>40,666</b>	<b>(293,534)</b>	<b>12%</b>
<b>37 TOTAL EXPENDITURES</b>	<b>\$ 463,213</b>	<b>\$ 23,350</b>	<b>\$ 64,409</b>	<b>\$ (398,804)</b>	<b>14%</b>
<b>38 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(23,350)</b>	<b>(63,076)</b>	<b>(63,076)</b>	
<b>39 OTHER FINANCING SOURCES &amp; USES</b>					
40 TRANSFERS IN	-	-	-	-	
41 TRANSFERS OUT	-	-	-	-	
<b>42 TOTAL OTHER FINANCING SOURCES &amp; USES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
43 FUND BALANCE - BEGINNING - UNAUDITED	11,619		138,751	127,132	
44 NET CHANGE IN FUND BALANCE	-	(23,350)	(63,076)	(63,076)	
<b>45 FUND BALANCE - ENDING - PROJECTED</b>	<b>11,619</b>		<b>75,675</b>	<b>64,055</b>	

**City Center CDD**  
**Capital Reserve Fund (CRF)**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2023 to November 30, 2023**

	FY 2024 Adopted Budget	FY 2024 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget
<b>1 REVENUE</b>			
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 50,000	\$ -	\$ (50,000)
3 INTEREST & MISCELLANEOUS	-	-	-
<b>4 TOTAL REVENUE</b>	<b>50,000</b>	<b>-</b>	<b>(50,000)</b>
<b>5 EXPENDITURES</b>			
6 RENEWAL AND REPLACEMENT (RESERVE STUDY)	-	-	-
7 CAPITAL IMPROVEMENT PLAN (ANNUAL ENHANCEMENTS)	-	-	-
<b>8 TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>9 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>50,000</b>	<b>-</b>	<b>(50,000)</b>
<b>10 OTHER FINANCING SOURCES &amp; USES</b>			
11 TRANSFERS IN	-	-	-
12 TRANSFERS OUT	-	-	-
<b>13 TOTAL OTHER FINANCING SOURCES &amp; USES</b>	<b>-</b>	<b>-</b>	<b>-</b>
14 FUND BALANCE - BEGINNING	-	-	-
15 NET CHANGE IN FUND BALANCE	50,000	-	(50,000)
<b>16 FUND BALANCE - ENDING</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ (50,000)</b>
<b>17 ANALYSIS OF FUND BALANCE</b>			
18 COMMITTED			
19 FUTURE CAPITAL IMPROVEMENTS			
20 ASSIGNED			
21 WORKING CAPITAL			
22 UNASSIGNED	50,000	-	-
<b>23 FUND BALANCE - ENDING</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>-</b>

**City Center CDD**  
**Debt Service Fund- Series 2015 (05A)**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2023 to November 30, 2023**

	<b>FY 2024 Adopted Budget</b>	<b>FY 2024 Actual Year-to-Date</b>	<b>VARIANCE Over (Under) to Budget</b>
<b>1 REVENUE</b>			
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 91,951	\$ -	\$ (91,951)
3 SPECIAL ASSESSMENTS - EXCESS FEES	-	-	-
4 INTEREST REVENUE	-	1,431	1,431
<b>5 TOTAL REVENUE</b>	<b>91,951</b>	<b>1,431</b>	<b>(90,520)</b>
<b>6 EXPENDITURES</b>			
7 INTEREST EXPENSE			
8     November 1, 2023	-	25,021	(25,021)
9     May 1, 2024	25,082	-	25,082
10    November 1, 2024	23,765	-	23,765
11 PRINCIPAL RETIREMENT			
12    May 1, 2024	43,000	-	43,000
<b>13 TOTAL EXPENDITURES</b>	<b>91,847</b>	<b>25,021</b>	<b>(66,826)</b>
<b>14 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>104</b>	<b>(23,590)</b>	<b>(23,694)</b>
<b>15 OTHER FINANCING SOURCES (USES)</b>			
16 TRANSFERS IN	-	-	-
17 TRANSFERS OUT	-	-	-
<b>18 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>
19 FUND BALANCE - BEGINNING	172,797	173,025	228
20 NET CHANGE IN FUND BALANCE	104	(23,590)	(23,694)
<b>21 FUND BALANCE - ENDING</b>	<b>\$ 172,901</b>	<b>\$ 149,435</b>	<b>\$ (23,466)</b>



**City Center CDD**  
**Debt Service Fund- Series 2015 (07A)**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2023 to November 30, 2023**

	<b>FY 2024 Adopted Budget</b>	<b>FY 2024 Actual Year-to-Date</b>	<b>VARIANCE Over (Under) to Budget</b>
<b>1 REVENUE</b>			
2 SPECIAL ASSESSMENTS - ON ROLL (NET)	\$ 108,990	\$ -	\$ (108,990)
3 SPECIAL ASSESSMENTS - EXCESS FEES	-	-	-
4 INTEREST REVENUE	-	1,753	1,753
<b>5 TOTAL REVENUE</b>	<b>108,990</b>	<b>1,753</b>	<b>(107,237)</b>
<b>6 EXPENDITURES</b>			
7 INTEREST EXPENSE			
8     November 1, 2023	-	32,160	(32,160)
9     May 1, 2024	32,160	-	32,160
10    November 1, 2024	30,780	-	30,780
11 PRINCIPAL RETIREMENT			
12    May 1, 2024	46,000	-	46,000
<b>13 TOTAL EXPENDITURES</b>	<b>108,940</b>	<b>32,160</b>	<b>(76,780)</b>
<b>14 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>50</b>	<b>(30,407)</b>	<b>(30,457)</b>
<b>15 OTHER FINANCING SOURCES (USES)</b>			
16 TRANSFERS IN	-	-	-
17 TRANSFERS OUT	-	-	-
<b>18 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>
19 FUND BALANCE - BEGINNING	211,722	211,992	270
20 NET CHANGE IN FUND BALANCE	50	(30,407)	(30,457)
<b>21 FUND BALANCE - ENDING</b>	<b>\$ 211,772</b>	<b>\$ 181,585</b>	<b>\$ (30,186)</b>

**City Center CDD**  
**Check Register - FY 2024**

Date	Ref. Num	Name	Memo	Deposits	Disbursements	Balance
<b>09/30/2023</b>		<b>BOY Balance</b>				<b>145,574.38</b>
10/02/2023	1ACH100223	Duke Energy	Various Accounts		53.03	145,521.35
10/02/2023	2ACH100223	Duke Energy	Various Accounts		439.54	145,081.81
10/02/2023	2578	Egis Insurance & Risk Advisors	Insurance FY Policy# 100123234 10/01/23-10/01/24		9,799.00	135,282.81
10/03/2023			Deposit	666.67		135,949.48
10/03/2023	100105	Innersync	Invoice: 21680 (Reference: Website Services. )		1,515.00	134,434.48
10/03/2023	100106	Steadfast Environmental, LLC	Invoice: SE-22881 (Reference: Routine Aquatic Maintenance. )		685.00	133,749.48
10/03/2023	100107	Vesta District Services	Invoice: 413505 (Reference: Monthly contracted management fees. ) Invoice: 413506 (Reference: ...		7,925.67	125,823.81
10/04/2023	100108	High Demand Protective Sevices L.L.C.	Invoice: 20231142 (Reference: Security Patrol: 10/2023. )		6,200.00	119,623.81
10/05/2023	1005ACH1	Duke Energy	Various Accounts		5,241.95	114,381.86
10/05/2023	100523ACH1	Google	Google Email October		36.00	114,345.86
10/06/2023	100109	Yellowstone Landscape	Invoice: OS 604844 (Reference: Grandview Parkway. )		2,739.80	111,606.06
10/10/2023	ACH101023	Polk County Utilities	Reuse 3 Posner Blvd 08/07/23-09/06/23		164.70	111,441.36
10/10/2023	100110	Yellowstone Landscape	Invoice: OS 605929 (Reference: Landscape Maintenance: 10/2023. )		6,125.00	105,316.36
10/10/2023	100111	S&S Contracting of Polk County Inc.	Invoice: 10044 (Reference: Emergency Asphalt/Pothole Repair. )		3,500.00	101,816.36
10/13/2023	100112	Straley Robin Vericker	Invoice: 23664 (Reference: General Matters thru 9/15/23. )		490.00	101,326.36
10/25/2023	100113	High Demand Protective Sevices L.L.C.	Invoice: 20231151 (Reference: 11/1/23 - 11/30/23. )		6,000.00	95,326.36
10/26/2023	100114	Straley Robin Vericker	Invoice: 23731 (Reference: General Matters. )		294.15	95,032.21
10/27/2023	2579	Polk County Water Resource Enforcement	Water Violation - 9/27/23		50.00	94,982.21
10/31/2023	1ACH103123	Duke Energy	Various Accounts		50.54	94,931.67
10/31/2023	2ACH1031232	Duke Energy	Various Accounts		439.54	94,492.13
10/31/2023			Deposit	666.67		95,158.80
<b>10/31/2023</b>		<b>EOM Balance</b>		<b>1,333.34</b>	<b>51,748.92</b>	<b>95,158.80</b>
11/01/2023	100115	Steadfast Environmental, LLC	Invoice: SE-23095 (Reference: Pond Maintenance: 11/2023. )		685.00	94,473.80
11/01/2023	100116	Vesta District Services	Invoice: 414384 (Reference: Monthly contracted management fees. )		2,925.67	91,548.13
11/03/2023	1ACH110323	Duke Energy	Various Accounts		5,241.95	86,306.18
11/06/2023	100117	Yellowstone Landscape	Invoice: OS 617194 (Reference: Monthly Landscape Maintenance November 2023. )		6,125.00	80,181.18
11/06/2023	1106ACH1	Google	Google Email November		36.00	80,145.18
11/09/2023	ACH110923	Polk County Utilities	Reuse 3 Posner Blvd 09/06/23-10/06/23		129.15	80,016.03
11/14/2023			Deposit	1,529.28		81,545.31
11/14/2023	2580	Florida Dept. of Economic Opportunity	FY 2023/2024 Special District Fee Invoice/Update Form		175.00	81,370.31
11/16/2023	100118	High Demand Protective Sevices L.L.C.	Invoice: 20231161 (Reference: Security Patrol 12/1/2023-12/31/2023. )		6,300.00	75,070.31
11/20/2023	2581	Mahmoud A. Khatib	BOS Meeting 11/14/23		200.00	74,870.31
11/20/2023	2582	Rolando Albino Sanchez	BOS Meeting 11/14/23		200.00	74,670.31
11/20/2023	2583	Victor Khatib	BOS Meeting 11/14/23		200.00	74,470.31
11/20/2023	2584	James C. Williamson	Removal and Disposal of Truck Tires and Tub		350.00	74,120.31
11/29/2023	100119	Business Observer	Invoice: 23-01656K (Reference: Legal Advertising. )		89.69	74,030.62
11/30/2023	1ACH113023	Duke Energy	Various Accounts		196.88	73,833.74
11/30/2023	2ACH113023	Duke Energy	Various Accounts		54.34	73,779.40
<b>11/30/2023</b>				<b>1,529.28</b>	<b>22,908.68</b>	<b>73,779.40</b>

# EXHIBIT 8

***CITY CENTER COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES***

The City Center Community Development District ("District") hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for two additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District has an annual operating budget (not including debt service) for Fiscal Year 2023 of approximately \$415,551 for the General Fund. Additional information regarding the District and its infrastructure can be found in the District's Disclosure of Public Finance which is available at the offices of the District Manager. The final contract will require that, among other things, the audit for each fiscal year be completed no later than 270 days following the conclusion of the fiscal year.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 173, *Florida Statutes*; and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager using the contact information listed below.

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

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

Proposers must provide seven (7) copies of their proposal to the District Manager, c/o Vesta District Services located at 250 International Parkway Suite 208, Lake Mary, FL 32746 in an envelope marked on the outside "Auditing Services – City Center Community Development District." Proposals must be received by 2 p.m. on January 24, 2024, at the office of the District Manager. Please direct all questions regarding this Notice in writing to the District Manager, David McInnes at [dmcinnes@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com), with e-mail copies to Tracy Robin at [TRobin@srvlegal.com](mailto:TRobin@srvlegal.com).

City Center Community Development District  
David McInnes, District Manager

**CITY CENTER COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services  
Polk County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals (“**Proposal**”) must be received no later than January 24 at 2 p.m., at the offices of the District Manager, David McInnes, c/o Vesta District Services located at 250 International Parkway Suite 208, Lake Mary, FL 32746.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, each proposer (“**Proposer**”) is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Each Proposer shall submit seven (7) copies of the Proposal Documents (defined below), and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – City Center Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the evaluation criteria and a proposal with all required documentation pursuant to Section 12 of these instructions (the “**Proposal Documents**”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a contract/engagement letter with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. CONTENTS OF PROPOSALS.** All proposals shall include the following information in addition to any other requirements of the Proposal Documents.

- A. Information regarding the proposer's authority to do business in Florida; proof of all applicable state and federal professional licenses; and proof of the proposer's qualifications to conduct audits in accordance with Government Auditing Standards as adopted by the Florida Board of Accountancy.
- B. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- C. Information regarding the geographic location of the firm's headquarters or permanent office in relation to the project.
- D. Describe proposed staffing levels.
- E. Provide three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Identify any work previously conducted for other community development districts.
- F. Describe approach to the project.
- G. Provide information regarding the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.
- H. The lump sum cost of the provision of the services under the proposal, plus the cost of any renewals.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after issuance of the Notice of Request for Proposals. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Any person who files a notice of protest challenging the Proposal Documents or any resulting Notice of Award shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the

protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the evaluation criteria, contained within the Proposal Documents.

**AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. *Ability of Personnel.* (20 Points)**

This includes the geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

**2. *Proposer's Experience.* (20 Points)**

This includes past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation, of respondent, etc.

**3. *Understanding of Scope of Work.* (20 Points)**

This category addresses the extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. *Ability to Furnish the Required Services.* (20 Points)**

This category addresses the extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. *Price.* (20 Points)**

Points will be awarded based upon the lowest total bid for rendering the services and the reasonableness of the bid.



# EXHIBIT 9

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
DESIGNATING THE OFFICERS OF CITY CENTER  
COMMUNITY DEVELOPMENT DISTRICT, AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

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

1. The following persons are elected to the offices shown, to wit:

<u>Rolando Albino Sanchez</u>	Chair
<u>Tommy Khatib</u>	Vice-Chair
<u>David C. McInnes</u>	Secretary
<u>Johanna Lee</u>	Treasurer
<u>Bridgett Alexander</u>	Assistant Treasurer
<u>Scott Smith</u>	Assistant Treasurer
<u>Christian Dimaculangan</u>	Assistant Secretary
<u>Victor Khatib</u>	Assistant Secretary
<u>_____</u>	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 9TH DAY OF JANUARY, 2024.**

**ATTEST:**

**CITY CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair / Vice Chair of the Board of Supervisors

# EXHIBIT 10

**RESOLUTION 2024-02**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE CITY CENTER COMMUNITY DEVELOPMENT DISTRICT DESIGNATING SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by the Treasurer and by other such person(s) as may be authorized by the Board; and

**WHEREAS**, the Board has previously established a local operating bank account for the District; and

**WHEREAS**, the Board has previously designated authorized signatories on the bank account; and

**WHEREAS**, the Board desires to rescind and repeal the prior designation and designate new signatories on the account.

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

**Section 1.** The Chair and Vice-Chair of the District's Board of Supervisors, and Johanna Lee, Bridgett Alexander and Scott Smith of Vesta District Services, f/k/a DPFM Management and Consulting, LLC, are hereby designated as authorized signatories on the District's operating bank account.

**Section 2.** This Resolution shall take effect immediately upon adoption by the Board of Supervisors of the District, and shall remain in effect until rescinded or repealed. Upon adoption all prior resolutions designating signatories on bank accounts for the District are hereby rescinded and repealed.

**PASSED AND ADOPTED** this 9th day of January, 2024.

ATTEST:

**CITY CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chair, Board of Supervisors

# EXHIBIT 11



*Excellence*  
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Proposal  
*prepared for*

**CITY CENTER COMMUNITY  
DEVELOPMENT DISTRICT  
LANDSCAPE AGREEMENT**

December 4, 2023

David McInnes

District Manager

**DPFG Management  
& Consulting LLC**

David McInnes  
District Manager

DPFG

Re: Landscape Maintenance Services Proposal for **DPFG Management & Consulting LLC**

Thank you for your continued partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our agreement has been created to address the specific needs and expectations you have expressed for **City Center CDD** . We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Your Investment, Terms, & Conditions:** Pricing for the additional services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. We welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,  
Nicole Ailes, *Business Development Manager*  
Yellowstone Landscape

nailes@yellowstonelandscape.com  
559.977.4719



## LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.



## MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

## EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





### DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

### FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

### INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

## SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

## TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

## FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

## INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



## EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

## IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

## ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

**City Center CDD**  
2023 Addendum

**Legend**

- 4 Cuts Per Year
- 28 Cuts Per Year



# YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
<b>Mowing &amp; Detailing</b> Includes Mowing, Edging, String Trimming, & Cleanup Includes Weed Control Along Walkways	\$81,900
<b>Monthly Irrigation Maintenance</b> Includes (12) Irrigation Inspections	Included
<b>Turf &amp; Shrub Applications</b> Includes (4) Turf & (2) Shrub Applications	Included
<b>ANNUAL GRAND TOTAL</b>	<b>\$81,900</b>

**\*If needed, Irrigation and Fert/Pest services for additional areas will be proposed and added to the agreement as these areas get developed.**

<b>YEARLY CONTRACT TOTAL</b>	<b>\$81,900.00</b>
<b>MONTHLY CONTRACT TOTAL</b>	<b>\$6,825.00</b>



# YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ROADWAY MOWING	1	1	2	3	3	3	3	3	3	2	2	2
EDGING & TRIMMING	1	1	2	3	3	3	3	3	3	2	2	2
DRA & POND MOWING	0	0	1	0	0	1	0	0	1	0	0	1
IRRIGATION INSPECTION	1	1	1	1	1	1	1	1	1	1	1	1
TURF APPLICATION	0	0	1	0	0	1	0	0	1	0	0	1
SHRUB APPLICATION	0	0	1	0	0	0	0	0	1	0	0	0

**CLIENT NAME:** City Center Community Development District  
 c/o DPGF Management & Consulting LLC

**BILLING ADDRESS:** 250 International Parkway, Suite 208  
 Lake Mary, FL 32746

**PROPERTY CONTACT:** David McInnes

**PROPERTY CONTACT EMAIL:** dmcinnes@dpfgmc.com

**PROPERTY CONTACT PHONE:** 321.263.0132

**CONTRACT EFFECTIVE DATE:** **January 1, 2024**

**CONTRACT EXPIRATION DATE:** December 31, 2026

**INITIAL TERM:** Three Years

**PROPERTY NAME:** City Center Community Development District

**PROPERTY ADDRESS:** 1300 Posner Blvd, Davenport, FL 33837

**CONTRACTOR:** Yellowstone Landscape, PO Box 849, Bunnell, FL 32110

**YELLOWSTONE CONTACT:** Nicole Ailes

**YELLOWSTONE CONTACT EMAIL:** nailes@yellowstonelandscape.com

**YELLOWSTONE CONTACT PHONE:** 559.977.4719

**YELLOWSTONE SCOPE OF SERVICES:** The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

# AGREEMENT

**COMPENSATION SCHEDULE:**

The Client agrees to pay Yellowstone Landscape **\$81,900.00** annually, in equal monthly installments billed in the amount of **\$6,825.00** upon receipt of invoice.

**Presented by:** Yellowstone Landscape

**Accepted by:** City Center Community Development District

---

**Printed Name:** Pete Wittman, Branch Manager  
**Date:**

---

**Printed Name:**  
**Date:**



## TERMS & CONDITIONS

**Entire Agreement:** This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

**Price, Quality, and Working Conditions:** The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

**Agreement Renewal:** Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

**Payment Terms:** Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

**Termination for Cause:** If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

**Default:** In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**Jurisdiction:** By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**Licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

**Excusable Delays and Risk of Loss:** Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

**Watering Restrictions and Drought Conditions:** Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Warranty:** Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



**YELLOWSTONE**  
LANDSCAPE

*Excellence*  
IN COMMERCIAL LANDSCAPING

**THANK YOU FOR YOUR TRUST**

We look forward to working with you!

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[YELLOWSTONELANDSCAPE.COM](http://YELLOWSTONELANDSCAPE.COM)

# First Addendum to the Landscape and Irrigation Services Agreement

This First Addendum to the Landscape and Irrigation Services Agreement (this “**First Addendum**”) is made and entered into as of January 1, 2024, by and between the **City Center Community Development District** (the “**District**”) and **Yellowstone Landscape, Inc.**, a Delaware corporation registered to do business in Florida (the “**Contractor**”).

## Background Information:

The District and the Contractor entered into the Landscape and Irrigation Services Agreement dated October 1, 2022 (the “**Agreement**”). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement. The District and the Contractor desire to increase the cuts per year in the scope of services and to update the compensation accordingly. The Contractor submitted a proposal for such additional services, relevant portions of which are attached hereto as **Exhibit A** (the “**Proposal**”). The District and the Contractor each has the authority to execute this First Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Addendum so that this First Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this First Addendum.
2. **Addition to Scope of Services.** Contractor agrees to provide the additional cuts as described in Exhibit A, according to the service calendar also included in Exhibit A. Contractor shall provide all labor and equipment necessary for such service.
3. **Additional Compensation for Additional Services.** Contractor shall perform the additional cuts for a total additional amount of **\$700.00** per month.
4. **Ratification of all Other Terms of the Agreement.** Except as hereby modified, the terms and conditions (including compensation) of the Agreement are hereby ratified and confirmed.

**IN WITNESS WHEREOF** the undersigned have executed this First Addendum effective as of the date written above.

**Yellowstone Landscape, Inc.**

**City Center  
Community Development District**

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

\_\_\_\_\_  
Rolando Albino Sanchez  
Chair of the Board of Supervisors



Exhibit A

4 cuts per year  
28 cuts per year



# YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
<b>Mowing &amp; Detailing</b> Includes Mowing, Edging, String Trimming, & Cleanup Includes Weed Control Along Walkways	\$81,900
<b>Monthly Irrigation Maintenance</b> Includes (12) Irrigation Inspections	Included
<b>Turf &amp; Shrub Applications</b> Includes (4) Turf & (2) Shrub Applications	Included
<b>ANNUAL GRAND TOTAL</b>	<b>\$81,900</b>

**\*If needed, Irrigation and Fert/Pest services for additional areas will be proposed and added to the agreement as these areas get developed.**

YEARLY CONTRACT TOTAL	\$81,900.00
MONTHLY CONTRACT TOTAL	\$6,825.00

# YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>ROADWAY MOWING</b>	1	1	2	3	3	3	3	3	3	2	2	2
<b>EDGING &amp; TRIMMING</b>	1	1	2	3	3	3	3	3	3	2	2	2
<b>DRA &amp; POND MOWING</b>	0	0	1	0	0	1	0	0	1	0	0	1
<b>IRRIGATION INSPECTION</b>	1	1	1	1	1	1	1	1	1	1	1	1
<b>TURF APPLICATION</b>	0	0	1	0	0	1	0	0	1	0	0	1
<b>SHRUB APPLICATION</b>	0	0	1	0	0	0	0	0	1	0	0	0

# EXHIBIT 12

**CITY CENTER CDD MEETING AGENDA MATRIX**

<p><i>January, 2024</i></p>			
	<p><i>Regular Meeting: 1/9</i></p>	<p><b><i>Presentations</i></b></p> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"> <li>• Meeting Minutes—11/14/2023 Regular Board Meeting</li> <li>• Unaudited Financials—October 2023</li> <li>• Unaudited Financials—November 2023</li> </ul> <p><b><i>Audit Committee</i></b></p> <p><b><i>Business Items</i></b></p> <ul style="list-style-type: none"> <li>• Appointment of New Supervisor</li> <li>• Yellowstone Landscape Contract</li> <li>• Designated Officers Resolution</li> <li>• Authorized Signatures Resolution</li> </ul> <p><b><i>Discussions</i></b></p> <p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"> <li>• District Manager             <ul style="list-style-type: none"> <li>○ Action Item Report</li> <li>○ Meeting Matrix</li> </ul> </li> <li>• District Counsel</li> <li>• District Engineer</li> </ul>	<ul style="list-style-type: none"> <li>• Additional mowing along sidewalk and pond bank</li> </ul>

# CITY CENTER CDD MEETING AGENDA MATRIX

<p><i>February, 2024</i></p>	<p><i>Regular Meeting: 2/13</i></p>	<p><i>Presentations</i></p> <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"><li>• Meeting Minutes—1/9/2024 Regular Board Meeting</li><li>• Unaudited Financials—December 2023</li></ul> <p><i>Business Items</i></p> <p><i>Audit Committee Meeting</i></p> <p><i>Discussions</i></p> <p><i>Staff Reports</i></p> <ul style="list-style-type: none"><li>• District Manager<ul style="list-style-type: none"><li>○ Action Item Report</li><li>○ Meeting Matrix</li></ul></li><li>• District Counsel</li><li>• District Engineer</li></ul>	
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**CITY CENTER CDD MEETING AGENDA MATRIX**

<p><b>March, 2024</b></p>	<p><b>Regular Meeting: 3/12</b></p>	<p><b><i>Presentations</i></b></p> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"><li>• Meeting Minutes—2/13/2024 Regular Meeting</li><li>• Unaudited Financials—January 2024</li></ul> <p><b><i>Business Items</i></b></p> <p><b><i>Audit Committee Meeting</i></b></p> <p><b><i>Discussions</i></b></p> <p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"><li>• District Manager<ul style="list-style-type: none"><li>○ Action Item Report</li><li>○ Meeting Matrix</li></ul></li><li>• District Counsel</li><li>• District Engineer</li></ul>	
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# CITY CENTER CDD MEETING AGENDA MATRIX

<i>Unscheduled Items</i>		<i>Presentations</i>  <i>Consent Agenda Items</i>  <i>Business Items</i>  <i>Discussions (Workshop)</i>  <i>Staff Reports</i>  <i>Public Hearing</i>  <i>Vendor Reports</i>	
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## CITY CENTER CDD MEETING AGENDA MATRIX

MAJOR CONTRACT VENDOR NAME/SERVICE	EXPIRATION DATE/COMMENTS
Aquatic Management/Steadfast Environmental	9/1/2020- 1 year auto renewal (30 days)
Arbitrage Services/GNP Services CPA, PA	5/2/2023-
Audit Services/Berger, Toombs, Elam, et. al.	Fiscal Year ending 9/30/2023
Billboard Lease	10/11/2022-
District Management Services/DPFG (d/b/a Vesta District Services)	12/1/2010-
Landscape Maintenance/Yellowstone Landscape, Inc.	10/1/2022- 10/1/2025 (60 days for failure to perform; 30 days without cause)
Meeting Room Rental	
Security Guard Service/High Demand Security LLC	6/3/2022- (14 days)
Streetlighting/Duke Energy	12/11/2018- (10 years from date of initiation of service)
Towing Service/Bolton's Towing	5/17/2022- 1 year auto renewals (30 days)
Website Hosting/Campus Suite	6/4/2019- 1 year auto renewal (30 days)

# EXHIBIT 13

**INTERLOCAL AGREEMENT FOR TRANSFER OF ROADS AND MAINTENANCE**

**between**

**CITY CENTER COMMUNITY DEVELOPMENT DISTRICT**

**and**

**POLK COUNTY, FLORIDA**

This Interlocal Agreement (“**Agreement**”) is made and entered into as of the Effective Date defined in Section 12 below, by and between the City Center Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the “**CDD**”), and Polk County, a political subdivision of the State of Florida (“**Polk**”), their respective successors and assigns (each, individually is a “**Party**” and together they are the “**Parties**” to the Agreement).

**WITNESSETH**

**WHEREAS**, F.S. §163.01 (the “Florida Interlocal Cooperation Act of 1969”) authorizes Florida local governments to enter into agreements with each other to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing their needs; and

**WHEREAS**, Grandview Parkway and Posner Boulevard are two road corridors owned by the CDD; and

**WHEREAS**, Polk currently has funds earmarked at the request of the Florida Department of Transportation (FDOT) in order for FDOT an unfunded project to construct a fly-over in the future connecting Grandview Parkway and Dunson Road/Buckingham Drive intersection over I-4 (the “**Fly-over**”); and

**WHEREAS**, Polk has requested that the CDD transfer, in fee simple and in easement as outlined in this Agreement, the road rights-of-way for Grandview Parkway and Posner Boulevard, and related stormwater drainage facilities located within said rights-of-way, to Polk in order to accommodate the future construction of the Fly-over; and

**WHEREAS**, the CDD has agreed to transfer the aforesaid Roads (defined below), together with drainage easements to Polk over the CDD's drainage Retention Areas (defined below); and

**WHEREAS**, CDD has agreed to be responsible for the perpetual operation and maintenance of the landscaping, irrigation, street lighting, and pedestrian sidewalks located within the right-of-way for the Roads, including landscaped medians ("**Landscape Infrastructure**"); and

**WHEREAS**, CDD has further agreed to retain responsibility for the perpetual operation, maintenance and repair of the stormwater drainage infrastructure located in the Drainage Easement (defined below) (the "**Stormwater Infrastructure**", and collectively with the Landscape Infrastructure, the "**Improvements**"); and

**WHEREAS**, the transfer of the Roads, together with appurtenant Drainage Easements, is in the best interests of CDD and Polk;

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the Parties agree as follows:

### **SECTION 1: Recitals**

The above recitals are true and correct and incorporated herein.

### **SECTION 2: Description of Roads and Associated Infrastructure Subject to Agreement**

Grandview Parkway and Posner Boulevard, and the drainage easements appurtenant

thereto (collectively, the “**Roads**”), depicted on the map attached hereto and made a part hereof as Attachment “A”, and are more particularly described as follows (the “**Legal Description**”):

That part of Posner Boulevard shown and depicted on the plat for Victor Posner City Center Phase 1A, recorded in Plat Book 141, on Pages 48-50, in the public records of Polk County, Florida, together with all improvements located thereon, and all appurtenant drainage easements depicted thereon or dedicated for such purposes;

That part of Posner Boulevard and Grandview Parkway shown and depicted on the plat for Victor Posner City Center Phase 1B, recorded in Plat Book 142, on Pages 24-26, in the public records of Polk County, Florida, together with all improvements located thereon, all appurtenant drainage easements depicted thereon or dedicated for such purposes, and a non-exclusive easement for stormwater drainage in, to, over and across Tract A as shown thereon;

That part of Grandview Parkway shown and depicted on the plat for Victor Posner City Center Phase 1H, as recorded in Plat Book 187, on Pages 43-47, in the public records of Polk County, Florida, together with all improvements located thereon, all appurtenant drainage easements depicted thereon or dedicated for such purposes, and a non-exclusive easement for stormwater drainage in, to, over and across Tract A as shown thereon; and

That part of Grandview Parkway shown and depicted on the plat for Victor Posner City Center Phase 1F, as recorded in Plant Book 148, on Pages 1-2, in the public records of Polk County, Florida, together with all improvements located thereon, all appurtenant drainage easements depicted thereon or dedicated for such purposes, and a non-exclusive easement for stormwater drainage in, to, over and across Tract A as shown thereon,

### **SECTION 3: Drainage Easements**

The CDD shall convey the above referenced non-exclusive drainage easements (the “**Drainage Easements**”) to Polk, over all drainage and retention areas identified in the Legal Description and depicted on Attachment “B” (the “**Retention Areas**”), and authorizes Polk to access to the Retention Areas and perform any necessary repairs from time to time. The Drainage Easement shall be conveyed to Polk simultaneously with the Roads, by the foregoing or other agreed upon legal description.

#### **SECTION 4: Representations and Warranties; Transfer of Roads**

- a. The CDD hereby represents and warrants to Polk that it is the owner of the Roads and Retention Areas, and has the right to convey the Roads and Drainage Easements over the Retention Areas to Polk in accordance with this Agreement; and the CDD has not entered into any agreements regarding the sale or use of the Roads or Retention Areas which will survive after the transfer to Polk, except for (i) the easements, reservations and dedications set forth on the plats identified in the Legal Description, (ii) the Peterson Outdoor Advertising Lease from Baseball City Sports Complex to Peterson Outdoor Advertising (Lease No. 14122), dated March 7, 1991 (the “**Billboard Lease**”), assigned to the CDD by Assignment dated October 14, 2022 (located at the Northern terminus of Grandview Parkway, adjacent to the Interstate Highway No. 4 (I-4) right-of-way); and (iii) a non-exclusive drainage easement agreement by and between the CDD and Continental 485 Fund, LLC, dated September 12, 2019, recorded in Official Record Book 10975, on Page 1369 (for use of Tract A). To the best of the CDD’s knowledge and belief, the foregoing representations and warranties are true, correct, and complete as of the Effective Date, and shall remain so in all material respects on the date of the transfer to Polk.
- b. CDD agrees to transfer and convey, by special warranty deed and at no cost to Polk, the Roads and Drainage Easements described in the Legal Description, within ninety (90) days after the Effective Date, and Polk agrees to accept this transfer. Upon the delivery and recording of said deed, both Parties agree that the Roads thus transferred will become part of the Polk County Road System, and all jurisdiction over the Roads and the responsibility for operation and maintenance of the Roads will be with Polk, except as otherwise stated in Section 6. At the same time the Roads are conveyed to Polk, the CDD will assign the

Billboard Lease to Polk.

**SECTION 5: Parties' Responsibilities Prior to Transfer of Roads**

- a. Until the Roads are transferred and conveyed to Polk, the CDD will maintain the Roads in their existing condition. The CDD will deliver the Roads to Polk in "as is" condition, without any warranties or representations other than those set forth in this Agreement. Notwithstanding the foregoing, the CDD shall complete the following work prior to transferring and conveying the Roads to Polk: (1) street sweeping along the entire length of Posner Boulevard and Grandview Parkway; (2) resurfacing all areas of Posner Boulevard and Grandview Parkway that have potholes or where the surface layer is deteriorated/no longer exists; (3) repairing faded striping along the entire length of Posner Boulevard and Grandview Parkway; (4) inspecting the Stormwater Infrastructure including, without limitation, inlets, pipes, joints and ponds and providing all necessary maintenance and repairs; and (5) performing such other work as is reasonably necessary for the County to accept ownership and maintenance responsibility for Posner Boulevard and Grandview Parkway.
- b. Within ninety (90) days after the Effective Date, the CDD will deliver to Polk copies of relevant records relating to the Roads in possession of the CDD. This information will include both electronic and paper copies, depending upon the nature of the CDD's current information. This information will include, to the extent available, such items as: record drawings, easement records, and relevant correspondence with regulatory authorities, such as report of inspections and notice of violations.

- c. During the ninety (90) day period after the Effective Date, Polk shall have the right to inspect all or any part of the Roads and Stormwater Infrastructure. Polk shall bear its own due diligence costs to include without limitation any engineering fees, financial analysis, inspection fees, appraisal fees and surveying fees.

#### **SECTION 6: CDD's Maintenance Obligations**

- a. From and after conveyance of the Roads to Polk, the CDD shall be solely responsible for operation, maintenance and repair of the Landscape Infrastructure at its sole cost and expense, for so long as the CDD desires to have such Landscape Infrastructure remain upon the Roads.

- ~~a.b.~~ The CDD shall continue to be solely responsible for operation, maintenance and repair of the Stormwater Infrastructure at its sole cost and expense. Permitted stormwater runoff for Grandview Parkway and Posner Boulevard shall continue to drain to the Retention Areas and the CDD shall not directly or indirectly impair the drainage of Grandview Parkway or Posner Boulevard. Any future plans to relocate, reconfigure, increase drainage to or otherwise impact the Retention Areas, whether as a result of a CDD project or development by private entities, shall be subject to review and approval by Polk in advance of the proposed changes to ensure that there is no impairment of the permitted drainage from Grandview Parkway and Posner Boulevard and that there are no other operations or maintenance concerns associated with the proposed changes.

- ~~b.c.~~ Polk may require, upon thirty (30) days advance written notice to the CDD, that the CDD perform maintenance, repair, relocation or removal of the Landscape Infrastructure. Upon receipt of such notice, the CDD will take or cause such action to occur within a commercially reasonable period of time. If the CDD fails or refuses to take the requested



action, Polk may cause the maintenance, repair, relocation, or removal of the Landscape Infrastructure in such a manner as Polk, in its sole discretion, deems appropriate, at the expense of the CDD.

e.d. Polk expressly reserves the right to take any action it deems necessary, in its sole discretion and without prior notice to the CDD, to protect the public from unsafe conditions relating to the Landscape Infrastructure.

e.e. Polk may require, upon thirty (30) days advance written notice to the CDD, that the CDD perform maintenance and repairs to the Stormwater Infrastructure. Upon receipt of such notice, the CDD will take or cause such action to occur within a commercially reasonable period of time. If the CDD fails or refuses to take the requested action, Polk may cause the maintenance and repair to the Stormwater Infrastructure in such a manner as Polk, in its sole discretion, deems appropriate, at the expense of the CDD.

e.f. Should the CDD fail or refuse to (i) maintain, repair, relocate, or replace the Landscape Infrastructure, or (ii) repair and maintain the Stormwater Infrastructure in a timely manner, nothing herein shall be construed as affecting Polk's right to resort to any and all legal and equitable remedies against the CDD, including specific performance to which the CDD hereby agrees.

f.g. CDD agrees to obtain, maintain, and as necessary, re-certify all regulatory permits and perform all maintenance, upgrades, and repair activities associated with the Stormwater Infrastructure in the Retention Areas. If CDD fails to timely comply with the obligations set forth in this subsection, Polk is authorized to take the necessary remedial action, including without limitation, entry into the Retention Areas to permit, re-certify, and perform any maintenance and repair activities associated with the Retention Areas. CDD

shall reimburse Polk for all reasonable costs incurred by Polk within thirty (30) days after receiving an invoice or notice of the costs from Polk.

### **SECTION 7: Indemnification**

The CDD, its successors and assigns, shall indemnify, defend (by counsel reasonably acceptable to Polk), protect and hold Polk, its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, or death or injury to any person or damage to any property whatsoever, arising out of or resulting from, either directly or indirectly, the CDD's maintenance and repair responsibilities for the Improvements, or the negligent, intentional or willful acts of the CDD, its employees or agents in carrying out the responsibilities under this Agreement (collectively, the "**Obligations**"); provided, however, that the CDD shall not be obligated to indemnify Polk with respect to any such claims or damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of Polk, its officers, agents or employees.

Notwithstanding the foregoing, nothing in this Agreement shall constitute or be construed to constitute a waiver, whether expressed or implied, of either Polk or the CDD's sovereign immunity, ~~nor shall this Agreement increase in the limits of liability set forth in Section 768.28, Florida Statutes, regardless of whether such Obligations arise in tort, contract, statute, strict liability, negligence, product liability or otherwise.~~

### **SECTION 8: Costs of Transfer of Public Roads**

Polk will record the Agreement and Deed.

### **SECTION 9: Amendments; Assignments**

a. No modification, amendment, or alterations of the terms or conditions contained herein

shall be effective unless contained in the written document executed by the Parties hereto

with the same formality, and of equal dignity herewith.

- b. This Agreement and the rights and responsibilities hereunder may not be assigned by the CDD without written consent of Polk.

### **SECTION 10: Severability**

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

### **SECTION 11: Disclaimer of Third-Party Beneficiaries**

This Agreement is solely for the benefit of the Parties, and not for any third party. The Agreement does not create any right or cause of action for any third party.

### **SECTION 12: Effective Date**

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective on the date the Agreement is filed with the Clerk of Court for Polk County after all the Parties have executed this instrument (the “**Effective Date**”). Polk will file the Agreement with the Clerk and pay any costs related thereto. Polk shall ~~promptly~~promptly provide the CDD with notice of the Effective Date and a copy of the Agreement evidencing the filing with the Clerk’s office.

### **SECTION 13: Notice**

Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Party:

#### **Notice to CDD:**

Vesta District Services  
Attn: David McInnes, District Manager  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

With a copy to (which alone shall not constitute notice):

Straley Robin Vericker  
Attn: John M. Vericker  
1510 W. Cleveland Street  
Tampa, FL 33606

**Notice to POLK:**

Polk County Real Estate Services  
P.O. Box 9005, Drawer RE 01  
Bartow, FL 33831-9005

With a copy to (which alone shall not constitute notice):

Polk County Attorney's Office  
P.O. Box 9005, Drawer AT01  
Bartow, FL 33831-9005

Notice must be written and delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the Party for whom it is intended at the place last specified by the Party. Notice shall be effective upon receipt or refusal to accept receipt. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 13.

**SECTION 14: Venue, Jury Trial; Attorneys' Fees, Costs and Expenses**

Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable courts costs, including appellate proceedings.

### **SECTION 15: Applicable Law**

This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01, as the same may be amended from time to time during the Agreement term, and said statute is hereby incorporated herein by reference. Any Agreement terms in conflict therewith will be governed by the statute. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement and conflicts of laws.

### **SECTION 16: Breach; Remedy**

In the event of breach of this Agreement by a Party ("**Breaching Party**"), the Party suffering the breach ("**Serving Party**") shall serve upon the Breaching Party a written notice of breach ("**Notice of Breach**") detailing the Breaching Party's non-compliance with the obligations set forth in this Agreement. A Breaching Party shall have a cure period ("**Cure Period**") of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. If the Breaching Party fails to timely cure or otherwise comply with such violated obligations, then, unless the Breaching Party's failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure, the Serving Party may pursue any and all remedies available in law, equity, and under this Agreement.

### **SECTION 17: Force Majeure**

A Party is not responsible for delays resulting from causes reasonably beyond its control, including without limitation fire, explosion, flood, tropical storm, hurricane, war, strike, riot, or public health pandemic, provided the nonperforming Party promptly, diligently, and in good faith

takes all reasonable action required for it to resume performance of its Agreement obligations. An affected Party shall keep the other Party duly notified of the actions required for it to resume its obligations and the time necessary for it to do so.

**SECTION 18: Arm's Length Transaction and Interpretation.**

This Agreement has been negotiated fully between Polk and the CDD as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 19: Days**

The term "days" in this Agreement shall mean calendar days, unless otherwise so noted. If a date for performance falls on a Saturday, Sunday, or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday, or legal holiday.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES' SIGNATURES.**

ATTEST:

**CITY CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, Asst. Sec.

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

This \_\_\_\_ day of \_\_\_\_\_, 2023

Reviewed as to form and legality

\_\_\_\_\_  
\_\_\_\_\_, CDD Attorney

ATTEST:  
Stacy M. Butterfield, Clerk

**POLK COUNTY**, a political subdivision of  
the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
\_\_\_\_\_, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2023

Reviewed as to form and legality

\_\_\_\_\_  
County Attorney