



***CITY CENTER COMMUNITY
DEVELOPMENT DISTRICT***

Agenda Package

***Board of Supervisor
Regular Meeting***

Date & Time:

Tuesday

March 10, 2026

1:00 p.m.

Location:

Ramada by Wyndham Davenport Orlando South

43824 US Highway 27

Davenport, FL

33837-6808

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

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, March 10, 2026 at 1:00 p.m.** at the **Ramada Davenport Orlando South, located at 43824 US-27, Davenport, FL 33837.**

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. 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, March 10, 2026
Time: 1:00 PM
Location: Ramada by Wyndham Davenport Orlando
South
43824 US Highway 27
Davenport, FL 33837-6808

Agenda

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

III. Vendor Reports

IV. Consent Agenda

- A. Consideration for Approval – The Minutes of the Board of Supervisors Meeting Held January 13, 2026 [Exhibit 1](#)
- B. Consideration for Acceptance – The December 2025 Unaudited Financial Report [Exhibit 2](#)
- C. Consideration for Acceptance – The January 2026 Unaudited Financial Report [Exhibit 3](#)
- D. Ratification of Yellowstone Invoices [Exhibit 4](#)

➤ Roadway Landscape Debris Cleanup - \$630.00

➤ Repairs from October 2025 Inspection - \$224.00

V. Business Items

- A. Consideration & Adoption of **Resolution 2026-02**, Authorizing and Approving Transfer Interlocal Agreement [Exhibit 5](#)

➤ Interlocal Agreement for Transfer of Roads and Maintenance [Exhibit 6](#)

➤ Special Warranty Deed [Exhibit 7](#)

➤ Perpetual Joint Use Drainage Easement [Exhibit 8](#)

➤ Assignment of Billboard Lease [Exhibit 9](#)

- B. Consideration of Yellowstone Landscape Posner Blvd Palm Trimming Proposal - \$5,300.00 [Exhibit 10](#)

VI. Office of Elected Supervisors

- A. Acceptance of Supervisor Albino-Sanchez Resignation from Board of Supervisors & Declaring Seat #3 Vacant [Exhibit 11](#)
- B. Consideration of Appointment to Seat #3 Board Vacancy
- C. Administration of Oath of Office [Exhibit 12](#)
- D. New Supervisor Information Sheet [Exhibit 13](#)
- E. Acceptance of Additional Resignation from Board (if applicable) & Declaring Seat Vacant
- F. Consideration of Appointment Seat Due to Additional Board Vacancy (if applicable)
- G. Consideration & Adoption of **Resolution 2026-03**, Designating Officers [Exhibit 14](#)
- H. Review of Sunshine and Public Records Laws (external links)
 - [Guide to Sunshine Amendment & Code of Ethics for Public Officers & Employees](#)
 - [Government in the Sunshine Manual](#)
 - [Resources for Required Ethics Training](#)

VII. Staff Reports

- A. District Manager
- B. District Counsel
- C. District Engineer

VIII. Supervisors Requests

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

X. Adjournment

EXHIBIT 1

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, January 13, 2026 at 1:03 p.m. at the Ramada by Wyndham Davenport
6 Orlando South, located at 43824 US Highway 27, Davenport, FL, 33837.

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 Mahmoud “Tommy” Khatib	Board Supervisor, Vice Chairman
11 Victor Khatib	Board Supervisor, Assistant Secretary
12 Raisa Contreras	Board Supervisor, Assistant Secretary

13 Also present were:

14 David McInnes	District Manager, Vesta District Services
15 Tracy Robin (<i>via phone, joined 16 in progress</i>)	District Counsel, Straley Robin Vericker
17 Richard Mills	District Engineer, Kimley Horn
18 Jay Jarvis	Director, Polk County Road and Drainage Division

19 *The following is a summary of the discussions and actions taken at the January 13, 2026 City Center CDD*
20 *Board of Supervisors Regular Meeting.*

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

22 There were no comments from any audience members.

23 **THIRD ORDER OF BUSINESS – Vendor Reports**

24 There being none, the next item followed.

25 **FOURTH ORDER OF BUSINESS – Consent Agenda**

- 26 A. Exhibit 1: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting
27 Held July 8, 2025
- 28 B. Exhibit 2: Consideration for Acceptance – The June 2025 Unaudited Financial Report
- 29 C. Exhibit 3: Consideration for Acceptance – The July 2025 Unaudited Financial Report
- 30 D. Exhibit 4: Consideration for Acceptance – The August 2025 Unaudited Financial Report
- 31 E. Exhibit 5: Consideration for Acceptance – The September 2025 Unaudited Financial Report
- 32 F. Exhibit 6: Consideration for Acceptance – The October 2025 Unaudited Financial Report
- 33 G. Exhibit 7: Consideration for Acceptance – The November 2025 Unaudited Financial Report
- 34 H. Exhibit 8: Ratification of Yellowstone Invoices
- 35 ➤ Irrigation Repairs from July 2025 Inspection - \$975.65
 - 36 ➤ Irrigation Repairs from September 2025 Inspection - \$307.00

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

39 **FIFTH ORDER OF BUSINESS – Business Items**

40 A. Exhibit 9: Consideration & Adoption of **Resolution 2026-01**, General Election

41 On a MOTION by Mr. Tommy Khatib, SECONDED by Mr. Victor Khatib, WITH ALL IN FAVOR, the
42 Board adopted **Resolution 2026-01**, calling for a General Election, as presented, for the City Center
43 Community Development District.

44 B. Consideration of Posner Boulevard and Grandview Transfer to Polk County

45 Mr. Robin and Mr. Jarvis discussed details of the transfer of ownership of Grandview Parkway and
46 Posner Boulevard to the County, and ongoing discussions on specific maintenance and operations
47 responsibilities. Mr. Robin noted that the proposed agreement would include provisions for the
48 CDD to maintain landscaping and some features along the road, as well as drainage easements and
49 ponds, whereas the County would maintain and operate the roads themselves, including repaving
50 Posner Boulevard with language in the newest version of the contract involving a reimbursement
51 by the District for an amount up to \$500,000. Mr. McInnes advised that the budget had been built
52 over the past few years to be able to accommodate repaving reimbursement without any change in
53 the current budget.

54 Mr. McInnes noted that the next meeting with Counsel and the County was anticipated to take place
55 prior to the next regular meeting on February 10, and suggested that the prepared documents could
56 be presented at the February meeting, which Mr. Robin agreed could work. The Board opted to
57 have Counsel continue finalizing the plans for presentation at the next meeting.

58 **SIXTH ORDER OF BUSINESS – Staff Reports**

59 A. District Manager

60 Mr. McInnes noted that assessments were beginning to come in for the fiscal year, and that most
61 would be received in December. Mr. McInnes added that the next meeting may be held at the
62 Ramada Davenport location.

63 B. District Counsel

64 Mr. Robin elaborated on the District’s retention of maintenance with the conveyance of Posner and
65 Grandview to the County, explaining that County mowings of corridors were typically limited and
66 the CDD handling the landscaping would allow for appearances to be enhanced at their discretion
67 which could potentially better benefit retailers.

68 C. District Engineer

69 Mr. Mills commented that the firm had looked into drainage in the area of Ernie Caldwell
70 Boulevard and Grandview at the request of the District Manager and District Counsel, and had
71 confirmed that the two retention ponds in the area were receiving some off-site flow. Mr. Mills
72 stated that the team had created a map which could be provided to District staff.

73 **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

74 There being none, the next item followed.

75 **EIGHTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per
76 individual for non-agenda items)**

77 There being none, the next item followed.

78 **NINTH ORDER OF BUSINESS – Adjournment**

79 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to
80 adjourn the meeting. There being none, Mr. Tommy Khatib made a motion to adjourn the meeting.

81 On a MOTION by Mr. Tommy Khatib, SECONDED by Ms. Contreras, WITH ALL IN FAVOR, the Board
82 adjourned the meeting at 1:31 p.m. for the City Center Community Development District.

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

86 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
87 **meeting held on _____.**

88

Signature

Signature

89

Printed Name

Printed Name

90 **Title:** **Secretary** **Assistant Secretary**

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

EXHIBIT 2

*City Center
Community Development District*

*Financial Statements
(Unaudited)*

December 31, 2025



City Center CDD
Balance Sheet
December 31, 2025

	<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 Operating	\$ 968,994	\$ -	\$ -	\$ -	\$ 968,994
2 Money Market	633,504	-	-	-	633,504
3 Investments:					
4 Revenue Fund	-	-	120,992	156,923	277,915
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	116,113	117,715	21,294	25,225	280,347
11 Undeposited Funds	-	-	-	-	-
12 Due From Other Funds	-	753,910	70,929	84,088	908,927
13 Deposits (Utility)	865	-	-	-	865
14 Prepaid Expense	-	-	-	-	-
15 TOTAL ASSETS	\$ 1,719,477	\$ 871,625	\$ 263,275	\$ 316,544	\$ 3,170,921
16 LIABILITIES					
17 Accounts Payable	\$ 8,443	\$ -	\$ -	\$ -	\$ 8,443
18 Deferred Revenue On Roll	116,113	117,715	21,294	25,225	280,347
19 Due To Other Funds	908,927	-	-	-	908,927
20 Accrued Expenses	-	-	-	-	-
21 TOTAL LIABILITIES	1,033,484	117,715	21,294	25,225	1,197,718
22 FUND BALANCE					
23 Nonspendable					-
24 Prepaid & Deposits	865	-	-	-	865
25 Unassigned	685,128	753,910	241,981	291,319	1,972,338
26 TOTAL FUND BALANCE	685,993	753,910	241,981	291,319	1,973,203
27 TOTAL LIABILITIES & FUND BALANCE	\$ 1,719,477	\$ 871,625	\$ 263,275	\$ 316,544	\$ 3,170,921

City Center CDD

General Fund

Statement of Revenue, Expenditures, and Changes in Fund Balance For the period from October 1, 2025 to December 31, 2025

	FY 2026 Budget	FY 2026 December	FY 2026 Year-to-Date	VARIANCE to Budget	% Actual FY Budget
1 REVENUES					
2 On Roll Special Assessments	\$ 501,099	\$ 350,633	\$ 384,986	\$ (116,113)	77%
3 Interest Revenue	-	1,743	5,446	5,446	
4 Miscellaneous Revenue	-	667	2,000	2,000	
5 TOTAL REVENUES	\$ 501,099	\$ 353,043	\$ 392,431	\$ (108,668)	78%
6 EXPENDITURES					
7 ADMINISTRATIVE					
8 Supervisor Compensation	\$ 9,000	\$ -	\$ -	\$ (9,000)	0%
9 District Management	38,325	3,194	9,581	(28,744)	25%
10 Facility Rental	2,000	-	-	(2,000)	0%
11 Regulatory & Permit Fees	175	-	175	-	100%
12 Miscellaneous Fees	500	-	-	(500)	0%
13 Auditing Services	3,700	-	-	(3,700)	0%
14 Legal Advertising	2,500	61	61	(2,439)	2%
15 Bank Fees	100	-	-	(100)	0%
16 District Engineer	15,000	1,747	1,747	(13,253)	12%
17 Legal Services - General	20,000	280	1,182	(18,819)	6%
18 Web-Site / Email System - IT Support	2,200	39	1,626	(574)	74%
19 Administrative Contingency	500	-	-	(500)	0%
20 Assessment Collection Fees	11,000	-	-	(11,000)	0%
21 Assessment Preparation	551	53	158	(394)	29%
22 TOTAL GENERAL ADMINISTRATION	105,551	5,373	14,529	(91,022)	14%
23 INSURANCE					
24 Insurance (Public Officials, Liability, Property)	16,560	-	10,768	(5,792)	65%
25 TOTAL INSURANCE	16,560	-	10,768	(5,792)	65%
26 DEBT SERVICE ADMINISTRATION					
27 Dissemination Services (Disclosure Report)	5,513	-	5,513	-	100%
28 Arbitrage Rebate Calculation	1,000	-	-	(1,000)	0%
29 Bond Amortization	551	46	138	(413)	25%
30 Trustee Fees	5,500	-	2,694	(2,806)	49%
31 TOTAL DEBT SERVICE ADMINISTRATION	12,564	46	8,345	(4,219)	66%
32 FIELD OPERATIONS & MAINTENANCE					
33 Utility - Electricity & Streetlights	82,400	5,885	17,661	(64,739)	21%
34 Utility - Water (Reclaimed)	3,500	812	2,547	(953)	73%
35 Pond Maintenance	10,474	685	2,055	(8,419)	20%
36 Landscape Maintenance	105,000	6,825	20,475	(84,525)	20%
37 Landscape Replenishment	5,000	-	-	(5,000)	0%
38 Irrigation Maintenance	4,000	-	-	(4,000)	0%
39 Field - Contingency	6,300	-	-	(6,300)	0%
40 Capital Improvements	21,000	-	-	(21,000)	0%
41 Security Patrol	78,750	6,300	19,000	(59,750)	24%
42 Maintenance Contingency	50,000	-	-	(50,000)	0%
43 TOTAL FIELD OPERATIONS	366,424	20,507	61,738	(304,686)	17%
44 TOTAL EXPENDITURES	\$ 501,099	\$ 25,926	\$ 95,380	\$ (405,719)	19%
45 REVENUES OVER (UNDER) EXPENDITURES	-	327,118	297,051	297,051	
46 OTHER FINANCING SOURCES & USES					
47 Transfers In	-	-	-	-	
48 Transfers Out	-	-	-	-	
49 TOTAL OTHER FINANCING SOURCES & USES	-	-	-	-	
50 NET CHANGE IN FUND BALANCE	\$ -	\$ 327,118	\$ 297,051	\$ 297,051	
51 Fund Balance - Beginning	138,962		388,942	249,979	
52 FUND BALANCE - ENDING - PROJECTED	\$ 138,962		\$ 685,992.96	\$ 547,031	

City Center CDD
Capital Reserve Fund (CRF)

Statement of Revenue, Expenditures, and Changes in Fund Balance
For the period from October 1, 2025 to December 31, 2025

	FY 2026	FY 2026	VARIANCE
	<u>Budget</u>	<u>Year-to-Date</u>	<u>to Budget</u>
1 REVENUES			
2 Special Assessments - On Roll (Net)	\$ 508,000	\$ 390,285	\$ (117,715)
3 Interest & Miscellaneous	-	-	-
4 TOTAL REVENUES	508,000	390,285	(117,715)
5 EXPENDITURES			
6 Renewal And Replacement	5,000	-	(5,000)
7 Capital Improvement Plan	503,000	-	(503,000)
8 TOTAL EXPENDITURES	508,000	-	(508,000)
9 REVENUES OVER (UNDER) EXPENDITURES	-	390,285	390,285
10 OTHER FINANCING SOURCES & USES			
11 Transfers In	-	-	-
12 Transfers Out	-	-	-
13 TOTAL OTHER FINANCING SOURCES & USES	-	-	-
14 NET CHANGE IN FUND BALANCE	-	390,285	390,285
15 Fund Balance - Beginning	50,936	363,625	312,689
16 FUND BALANCE - ENDING - PROJECTED	\$ 50,936	\$ 753,910	\$ 702,974

City Center CDD
Debt Service Fund- Series 2015 (05A)
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the period from October 1, 2025 to December 31, 2025

	FY 2026 Budget	FY 2026 Year-to-Date	VARIANCE to Budget
1 REVENUES			
2 Special Assessments - On Roll (Net)	\$ 91,951	\$ 70,657	\$ (21,295)
3 Special Assessments - Excess Fees	-	-	-
4 Interest Revenue	-	1,724	1,724
5 TOTAL REVENUES	91,951	72,381	(19,571)
6 EXPENDITURES			
7 Interest Expense			
8 * November 1, 2025	29,340	22,326	7,014
9 May 1, 2026	22,387	-	22,387
10 November 1, 2026	20,917	-	20,917
11 Principal Retirement			
12 May 1, 2026	48,000	-	48,000
13 TOTAL EXPENDITURES	91,304	22,326	(68,978)
14 REVENUES OVER (UNDER) EXPENDITURES	647	50,055	49,408
15 OTHER FINANCING SOURCES & USES			
16 Transfers In	-	-	-
17 Transfers Out	-	-	-
18 TOTAL OTHER FINANCING SOURCES & USES	-	-	-
19 NET CHANGE IN FUND BALANCE	647	50,055	49,408
20 Fund Balance - Beginning		191,926	191,926
21 FUND BALANCE - ENDING - PROJECTED	\$ 647	\$ 241,981	\$ 241,334

* financed by prior year revenue

City Center CDD
Debt Service Fund- Series 2015 (07A)
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the period from October 1, 2025 to December 31, 2025

	<u>FY 2026 Budget</u>	<u>FY 2026 Year-to-Date</u>	<u>VARIANCE to Budget</u>
1 REVENUES			
2 Special Assessments - On Roll (Net)	\$ 108,990	\$ 83,765	\$ (25,225)
3 Special Assessments - Excess Fees	-	-	-
4 Interest Revenue	-	2,104	2,104
5 TOTAL REVENUES	108,990	85,869	(23,121)
6 EXPENDITURES			
7 Interest Expense			
8 * November 1, 2025	29,340	29,340	-
9 May 1, 2026	29,340	-	29,340
10 November 1, 2026	27,810	-	27,810
11 Principal Retirement			
12 May 1, 2026	51,000	-	51,000
13 TOTAL EXPENDITURES	108,150	29,340	(78,810)
14 REVENUES OVER (UNDER) EXPENDITURES	840	56,529	55,689
15 OTHER FINANCING SOURCES & USES			
16 Transfers In	-	-	-
17 Transfers Out	-	-	-
18 TOTAL OTHER FINANCING SOURCES & USES	-	-	-
19 NET CHANGE IN FUND BALANCE	840	56,529	55,689
20 Fund Balance - Beginning		234,790	234,790
21 FUND BALANCE - ENDING - PROJECTED	\$ 840	\$ 291,319	\$ 290,479

* financed by prior year revenue

City Center CDD
Check Register - FY 2026

Date	Number	Name	Memo	Deposits	Payments	Balance
09/30/2025		Beginning of Year				283,063.45
10/01/2025	100292	Straley Robin Vericker	Invoice: 27244 (Reference: Legal Services Aug 25.)		242.00	96,007.04
10/03/2025	100325ACH1	Duke Energy	Various Accounts		74.65	89,107.39
10/03/2025	100325ACH2	Duke Energy	Various Accounts		432.09	88,675.30
10/06/2025	100625ACH3	Google	Google Email October		36.00	88,639.30
10/07/2025	100295	Steadfast Alliance	Invoice: SA-15948 (Reference: Routine Aquatic Maintenance Oct 25.)		685.00	87,954.30
10/07/2025	100296	Vesta District Services	Invoice: 428928 (Reference: Management Fees Oct 25.)		3,292.17	84,662.13
10/08/2025	100297	Vesta District Services	Invoice: 428975 (Reference: Dissemination Agent Fee.)		5,513.00	79,149.13
10/08/2025	2639	Egis Insurance & Risk Advisors	Insurance FY Policy# 100125234 10/01/25-10/01/26		10,768.00	68,381.13
10/08/2025	100825ACH1	Duke Energy	Various Accounts		5,384.75	62,996.38
10/08/2025	100825ACH2	Polk County Utilities	Reuse 3 Posner Blvd 08/05/2025 - 09/08/2025		527.00	62,469.38
10/08/2025	100825ACH3	Polk County Utilities	1688 Reuse Ernie Caldwell Blvd 08/05/2025 - 09/04/2025		33.60	62,435.78
10/14/2025	100298	Yellowstone Landscape	Invoice: 1014654 (Reference: Irrigation Repairs.)		307.00	62,128.78
10/21/2025	100299	Straley Robin Vericker	Invoice: 27334 (Reference: General Counsel Sept 25.)		385.00	61,743.78
10/28/2025	2640	SchoolNow			1,515.00	60,228.78
10/30/2025	407		FY25 Excess Fees collected FY26	2,681.60		62,910.38
10/31/2025		End of Month		2,681.60	29,195.26	62,910.38
11/03/2025	110325ACH1	Duke Energy	Various Accounts		71.13	62,839.25
11/03/2025	110325ACH2	Duke Energy	Various Accounts		432.09	62,407.16
11/03/2025			Deposit	666.67		63,073.83
11/03/2025	100300	High Demand Protective Sevices L.L.C.	Invoice: 20242225 (Reference: Security Patrol: 11/2025.)		6,100.00	56,973.83
11/04/2025	100301	Steadfast Alliance	Invoice: SA-16861 (Reference: Pond Maintenance: 11/2025.)		685.00	56,288.83
11/05/2025	110525ACH1	Google	Google Email November		36.00	56,252.83
11/07/2025	110725ACH1	Duke Energy	Various Accounts		5,384.75	50,868.08
11/10/2025			Deposit	666.67		51,534.75
11/10/2025	100302	Vesta District Services	Invoice: 429496 (Reference: Management Fees Nov 25.)		3,292.17	48,242.58
11/10/2025	111025ACH1	Polk County Utilities	Reuse 3 Posner Blvd 09/08/2025 - 10/06/2025		871.50	47,371.08
11/10/2025	111025ACH2	Polk County Utilities	1688 Reuse Ernie Caldwell Blvd 09/04/2025 - 10/06/2025		33.60	47,337.48
11/12/2025	100303	Yellowstone Landscape	Invoice: 1032794 (Reference: Landscape Maintenance: 11/2025.)		6,825.00	40,512.48
11/18/2025			Funds Transfer	30,000.00		70,512.48
11/21/2025	2641	Florida Dept. of Economic Opportunity	FY 2025/2026 Special District Fee Invoice/Update Form		175.00	70,337.48
11/25/2025	100304	Straley Robin Vericker	Invoice: 27575 (Reference: Legal Services: 10/2025.)		901.50	69,435.98
11/26/2025			Deposit	82,957.05		152,393.03
11/30/2025		End of Month		114,290.39 #	24,807.74	152,393.03
12/01/2025			Deposit	666.67		153,059.70
12/01/2025	100305	Yellowstone Landscape	Invoice: 1041181 (Reference: Landscape Maintenance: 12/2025.)		6,825.00	146,234.70
12/01/2025	100306	High Demand Protective Sevices L.L.C.	Invoice: 20242238 (Reference: Security Patrol: 12/2025.)		6,600.00	139,634.70
12/02/2025	100307	Steadfast Alliance	Invoice: SA-17746 (Reference: Pond Maintenance: 12/2025.)		685.00	138,949.70
12/03/2025	120325ACH1	Duke Energy	Various Accounts		71.48	138,878.22
12/03/2025	120325ACH2	Duke Energy	Various Accounts		432.09	138,446.13
12/05/2025	120525ACH	Google	Google Email December		39.20	138,406.93
12/08/2025	120825ACH1	Duke Energy	Various Accounts		5,384.75	133,022.18
12/08/2025	120825ACH2	Polk County Utilities	Reuse 3 Posner Blvd 10/6/25 - 11/5/25		796.75	132,225.43
12/08/2025	120825ACH3	Polk County Utilities	1688 Reuse Ernie Caldwell Blvd 10/06/2025 - 11/05/25		33.60	132,191.83
12/08/2025			Deposit	846,735.51		978,927.34
12/11/2025	100308	High Demand Protective Sevices L.L.C.	Invoice: 20242244 (Reference: Security Patrol: 1/2026.)		6,300.00	972,627.34
12/15/2025	100309	Vesta District Services	Invoice: 429984 (Reference: Management Fees Dec 25.)		3,292.17	969,335.17
12/26/2025	100310	Straley Robin Vericker	Invoice: 27671 (Reference: District Counsel: 11/2025.)		280.00	969,055.17
12/26/2025	100311	Business Observer	Invoice: 25-01973K (Reference: Legal Advertising.)		61.25	968,993.92
12/31/2025		End of Month		847,402.18 #	30,801.29	968,993.92

EXHIBIT 3

*City Center
Community Development District*

*Financial Statements
(Unaudited)*

January 31, 2026



City Center CDD
Balance Sheet
January 31, 2026

	<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 Operating	\$ 1,026,771	\$ -	\$ -	\$ -	\$ 1,026,771
2 Money Market	635,227	-	-	-	635,227
3 Investments:					
4 Revenue Fund	-	-	121,488	157,524	279,012
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	78,068	79,146	14,312	16,947	188,474
11 Undeposited Funds	-	-	-	-	-
12 Due From Other Funds	-	792,479	77,912	92,366	962,756
13 Deposits (Utility)	865	-	-	-	865
14 Prepaid Expense	-	-	-	-	-
15 TOTAL ASSETS	\$ 1,740,932	\$ 871,625	\$ 263,771	\$ 317,145	\$ 3,193,473
16 LIABILITIES					
17 Accounts Payable	\$ 10,181	\$ -	\$ -	\$ -	\$ 10,181
18 Deferred Revenue On Roll	78,068	79,146	14,312	16,947	188,474
19 Due To Other Funds	962,756	-	-	-	962,756
20 Accrued Expenses	-	-	-	-	-
21 TOTAL LIABILITIES	1,051,006	79,146	14,312	16,947	1,161,411
22 FUND BALANCE					
23 Nonspendable					-
24 Prepaid & Deposits	865	-	-	-	865
25 Unassigned	689,061	792,479	249,459	300,198	2,031,197
26 TOTAL FUND BALANCE	689,926	792,479	249,459	300,198	2,032,062
27 TOTAL LIABILITIES & FUND BALANCE	\$ 1,740,932	\$ 871,625	\$ 263,771	\$ 317,145	\$ 3,193,473

City Center CDD

General Fund

Statement of Revenue, Expenditures, and Changes in Fund Balance For the period from October 1, 2025 to January 31, 2026

		FY 2026 Budget	FY 2026 January	FY 2026 Year-to-Date	VARIANCE to Budget	% Actual FY Budget
1	REVENUES					
2	On Roll Special Assessments	\$ 501,099	\$ 38,045	\$ 423,031	\$ (78,068)	84%
3	Interest Revenue	-	1,723	7,168	7,168	
4	Miscellaneous Revenue	-	1,333	3,333	3,333	
5	TOTAL REVENUES	\$ 501,099	\$ 41,101	\$ 433,532	\$ (67,567)	87%
6	EXPENDITURES					
7	ADMINISTRATIVE					
8	Supervisor Compensation	\$ 9,000	\$ 600	\$ 600	\$ (8,400)	7%
9	District Management	38,325	3,194	12,775	(25,550)	33%
10	Facility Rental	2,000	161	161	(1,840)	8%
11	Regulatory & Permit Fees	175	-	175	-	100%
12	Miscellaneous Fees	500	-	-	(500)	0%
13	Auditing Services	3,700	-	-	(3,700)	0%
14	Legal Advertising	2,500	105	166	(2,334)	7%
15	Bank Fees	100	-	-	(100)	0%
16	District Engineer	15,000	3,173	4,919	(10,081)	33%
17	Legal Services - General	20,000	3,338	4,520	(15,481)	23%
18	Web-Site / Email System - IT Support	2,200	42	1,668	(532)	76%
19	Administrative Contingency	500	-	-	(500)	0%
20	Assessment Collection Fees	11,000	200	200	(10,800)	2%
21	Assessment Preparation	551	53	210	(341)	38%
22	TOTAL GENERAL ADMINISTRATION	105,551	10,864	25,393	(80,158)	24%
23	INSURANCE					
24	Insurance (Public Officials, Liability, Property)	16,560	-	10,768	(5,792)	65%
25	TOTAL INSURANCE	16,560	-	10,768	(5,792)	65%
26	DEBT SERVICE ADMINISTRATION					
27	Dissemination Services (Disclosure Report)	5,513	-	5,513	-	100%
28	Arbitrage Rebate Calculation	1,000	-	-	(1,000)	0%
29	Bond Amortization	551	46	184	(367)	33%
30	Trustee Fees	5,500	-	2,694	(2,806)	49%
31	TOTAL DEBT SERVICE ADMINISTRATION	12,564	46	8,390	(4,174)	67%
32	FIELD OPERATIONS & MAINTENANCE					
33	Utility - Electricity & Streetlights	82,400	5,970	23,631	(58,769)	29%
34	Utility - Water (Reclaimed)	3,500	878	3,425	(75)	98%
35	Pond Maintenance	10,474	685	2,740	(7,734)	26%
36	Landscape Maintenance	105,000	6,825	27,300	(77,700)	26%
37	Landscape Replenishment	5,000	-	-	(5,000)	0%
38	Irrigation Maintenance	4,000	-	-	(4,000)	0%
39	Field - Contingency	6,300	-	-	(6,300)	0%
40	Capital Improvements	21,000	-	-	(21,000)	0%
41	Security Patrol	78,750	11,900	43,300	(35,450)	55%
42	Maintenance Contingency	50,000	-	-	(50,000)	0%
43	TOTAL FIELD OPERATIONS	366,424	26,258	100,396	(266,028)	27%
44	TOTAL EXPENDITURES	\$ 501,099	\$ 37,168	\$ 144,948	\$ (356,151)	29%
45	REVENUES OVER (UNDER) EXPENDITURES	-	3,933	288,584	288,584	
46	OTHER FINANCING SOURCES & USES					
47	Transfers In	-	-	-	-	
48	Transfers Out	-	-	-	-	
49	TOTAL OTHER FINANCING SOURCES & USES	-	-	-	-	
50	NET CHANGE IN FUND BALANCE	\$ -	\$ 3,933	\$ 288,584	\$ 288,584	
51	Fund Balance - Beginning	138,962		401,342	262,379	
52	FUND BALANCE - ENDING - PROJECTED	\$ 138,962		\$ 689,925.94	\$ 550,964	

City Center CDD
Capital Reserve Fund (CRF)

Statement of Revenue, Expenditures, and Changes in Fund Balance
For the period from October 1, 2025 to January 31, 2026

	FY 2026	FY 2026	VARIANCE
	<u>Budget</u>	<u>Year-to-Date</u>	<u>to Budget</u>
1 REVENUES			
2 Special Assessments - On Roll (Net)	\$ 508,000	\$ 428,854	\$ (79,146)
3 Interest & Miscellaneous	-	-	-
4 TOTAL REVENUES	508,000	428,854	(79,146)
5 EXPENDITURES			
6 Renewal And Replacement	5,000	-	(5,000)
7 Capital Improvement Plan	503,000	-	(503,000)
8 TOTAL EXPENDITURES	508,000	-	(508,000)
9 REVENUES OVER (UNDER) EXPENDITURES	-	428,854	428,854
10 OTHER FINANCING SOURCES & USES			
11 Transfers In	-	-	-
12 Transfers Out	-	-	-
13 TOTAL OTHER FINANCING SOURCES & USES	-	-	-
14 NET CHANGE IN FUND BALANCE	-	428,854	428,854
15 Fund Balance - Beginning	50,936	363,625	312,689
16 FUND BALANCE - ENDING - PROJECTED	\$ 50,936	\$ 792,479	\$ 741,543

City Center CDD
Debt Service Fund- Series 2015 (05A)
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the period from October 1, 2025 to January 31, 2026

	FY 2026 Budget	FY 2026 Year-to-Date	VARIANCE to Budget
1 REVENUES			
2 Special Assessments - On Roll (Net)	\$ 91,951	\$ 77,639	\$ (14,312)
3 Special Assessments - Excess Fees	-	-	-
4 Interest Revenue	-	2,220	2,220
5 TOTAL REVENUES	91,951	79,859	(12,092)
6 EXPENDITURES			
7 Interest Expense			
8 * November 1, 2025	29,340	22,326	7,014
9 May 1, 2026	22,387	-	22,387
10 November 1, 2026	20,917	-	20,917
11 Principal Retirement			
12 May 1, 2026	48,000	-	48,000
13 TOTAL EXPENDITURES	91,304	22,326	(68,978)
14 REVENUES OVER (UNDER) EXPENDITURES	647	57,533	56,886
15 OTHER FINANCING SOURCES & USES			
16 Transfers In	-	-	-
17 Transfers Out	-	-	-
18 TOTAL OTHER FINANCING SOURCES & USES	-	-	-
19 NET CHANGE IN FUND BALANCE	647	57,533	56,886
20 Fund Balance - Beginning		191,926	191,926
21 FUND BALANCE - ENDING - PROJECTED	\$ 647	\$ 249,459	\$ 248,812

* financed by prior year revenue

City Center CDD
Debt Service Fund- Series 2015 (07A)
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the period from October 1, 2025 to January 31, 2026

	FY 2026 Budget	FY 2026 Year-to-Date	VARIANCE to Budget
1 REVENUES			
2 Special Assessments - On Roll (Net)	\$ 108,990	\$ 92,043	\$ (16,947)
3 Special Assessments - Excess Fees	-	-	-
4 Interest Revenue	-	2,704	2,704
5 TOTAL REVENUES	108,990	94,748	(14,242)
6 EXPENDITURES			
7 Interest Expense			
8 * November 1, 2025	29,340	29,340	-
9 May 1, 2026	29,340	-	29,340
10 November 1, 2026	27,810	-	27,810
11 Principal Retirement			
12 May 1, 2026	51,000	-	51,000
13 TOTAL EXPENDITURES	108,150	29,340	(78,810)
14 REVENUES OVER (UNDER) EXPENDITURES	840	65,408	64,568
15 OTHER FINANCING SOURCES & USES			
16 Transfers In	-	-	-
17 Transfers Out	-	-	-
18 TOTAL OTHER FINANCING SOURCES & USES	-	-	-
19 NET CHANGE IN FUND BALANCE	840	65,408	64,568
20 Fund Balance - Beginning		234,790	234,790
21 FUND BALANCE - ENDING - PROJECTED	\$ 840	\$ 300,198	\$ 299,358

* financed by prior year revenue

City Center CDD
Check Register - FY 2026

Date	Number	Name	Memo	Deposits	Payments	Balance
09/30/2025		Beginning of Year				283,063.45
10/01/2025	100292	Straley Robin Vericker	Invoice: 27244 (Reference: Legal Services Aug 25.)		242.00	96,007.04
10/03/2025	100325ACH1	Duke Energy	Various Accounts		74.65	89,107.39
10/03/2025	100325ACH2	Duke Energy	Various Accounts		432.09	88,675.30
10/06/2025	100625ACH3	Google	Google Email October		36.00	88,639.30
10/07/2025	100295	Steadfast Alliance	Invoice: SA-15948 (Reference: Routine Aquatic Maintenance Oct 25.)		685.00	87,954.30
10/07/2025	100296	Vesta District Services	Invoice: 428928 (Reference: Management Fees Oct 25.)		3,292.17	84,662.13
10/08/2025	100297	Vesta District Services	Invoice: 428975 (Reference: Dissemination Agent Fee.)		5,513.00	79,149.13
10/08/2025	2639	Egis Insurance & Risk Advisors	Insurance FY Policy# 100125234 10/01/25-10/01/26		10,768.00	68,381.13
10/08/2025	100825ACH1	Duke Energy	Various Accounts		5,384.75	62,996.38
10/08/2025	100825ACH2	Polk County Utilities	Reuse 3 Posner Blvd 08/05/2025 - 09/08/2025		527.00	62,469.38
10/08/2025	100825ACH3	Polk County Utilities	1688 Reuse Ernie Caldwell Blvd 08/05/2025 - 09/04/2025		33.60	62,435.78
10/14/2025	100298	Yellowstone Landscape	Invoice: 1014654 (Reference: Irrigation Repairs.)		307.00	62,128.78
10/21/2025	100299	Straley Robin Vericker	Invoice: 27334 (Reference: General Counsel Sept 25.)		385.00	61,743.78
10/28/2025	2640	SchoolNow			1,515.00	60,228.78
10/30/2025	407		FY25 Excess Fees collected FY26	2,681.60		62,910.38
10/31/2025		End of Month		2,681.60	29,195.26	62,910.38
11/03/2025	110325ACH1	Duke Energy	Various Accounts		71.13	62,839.25
11/03/2025	110325ACH2	Duke Energy	Various Accounts		432.09	62,407.16
11/03/2025			Deposit	666.67		63,073.83
11/03/2025	100300	High Demand Protective Sevices L.L.C.	Invoice: 20242225 (Reference: Security Patrol: 11/2025.)		6,100.00	56,973.83
11/04/2025	100301	Steadfast Alliance	Invoice: SA-16861 (Reference: Pond Maintenance: 11/2025.)		685.00	56,288.83
11/05/2025	110525ACH1	Google	Google Email November		36.00	56,252.83
11/07/2025	110725ACH1	Duke Energy	Various Accounts		5,384.75	50,868.08
11/10/2025			Deposit	666.67		51,534.75
11/10/2025	100302	Vesta District Services	Invoice: 429496 (Reference: Management Fees Nov 25.)		3,292.17	48,242.58
11/10/2025	111025ACH1	Polk County Utilities	Reuse 3 Posner Blvd 09/08/2025 - 10/06/2025		871.50	47,371.08
11/10/2025	111025ACH2	Polk County Utilities	1688 Reuse Ernie Caldwell Blvd 09/04/2025 - 10/06/2025		33.60	47,337.48
11/12/2025	100303	Yellowstone Landscape	Invoice: 1032794 (Reference: Landscape Maintenance: 11/2025.)		6,825.00	40,512.48
11/18/2025			Funds Transfer	30,000.00		70,512.48
11/21/2025	2641	Florida Dept. of Economic Opportunity	FY 2025/2026 Special District Fee Invoice/Update Form		175.00	70,337.48
11/25/2025	100304	Straley Robin Vericker	Invoice: 27575 (Reference: Legal Services: 10/2025.)		901.50	69,435.98
11/26/2025			Deposit	82,957.05		152,393.03
11/30/2025		End of Month		114,290.39 #	24,807.74	152,393.03
12/01/2025			Deposit	666.67		153,059.70
12/01/2025	100305	Yellowstone Landscape	Invoice: 1041181 (Reference: Landscape Maintenance: 12/2025.)		6,825.00	146,234.70
12/01/2025	100306	High Demand Protective Sevices L.L.C.	Invoice: 20242238 (Reference: Security Patrol: 12/2025.)		6,600.00	139,634.70
12/02/2025	100307	Steadfast Alliance	Invoice: SA-17746 (Reference: Pond Maintenance: 12/2025.)		685.00	138,949.70
12/03/2025	120325ACH1	Duke Energy	Various Accounts		71.48	138,878.22
12/03/2025	120325ACH2	Duke Energy	Various Accounts		432.09	138,446.13
12/05/2025	120525ACH	Google	Google Email December		39.20	138,406.93
12/08/2025	120825ACH1	Duke Energy	Various Accounts		5,384.75	133,022.18
12/08/2025	120825ACH2	Polk County Utilities	Reuse 3 Posner Blvd 10/6/25 - 11/5/25		796.75	132,225.43
12/08/2025	120825ACH3	Polk County Utilities	1688 Reuse Ernie Caldwell Blvd 10/06/2025 - 11/05/25		33.60	132,191.83
12/08/2025			Deposit	846,735.51		978,927.34
12/11/2025	100308	High Demand Protective Sevices L.L.C.	Invoice: 20242244 (Reference: Security Patrol: 1/2026.)		6,300.00	972,627.34
12/15/2025	100309	Vesta District Services	Invoice: 429984 (Reference: Management Fees Dec 25.)		3,292.17	969,335.17
12/26/2025	100310	Straley Robin Vericker	Invoice: 27671 (Reference: District Counsel: 11/2025.)		280.00	969,055.17
12/26/2025	100311	Business Observer	Invoice: 25-01973K (Reference: Legal Advertising.)		61.25	968,993.92
12/31/2025		End of Month		847,402.18 #	30,801.29	968,993.92
01/02/2026	010226ACH1	Duke Energy	Various Accounts		432.09	968,561.83
01/02/2026	010226ACH2	Duke Energy	Various Accounts		68.10	968,493.73
01/02/2026			Deposit	666.67		969,160.40
01/05/2026	010526ACH1	Duke Energy	Various Accounts		5,384.75	963,775.65
01/05/2026	010526ACH2	Google	Google Email January		42.00	963,733.65
01/07/2026	100312	Vesta District Services	Invoice: 430300 (Reference: Management Fees Jan 26.)		3,292.17	960,441.48
01/07/2026	010726ACH1	Polk County Utilities	Reuse 3 Posner Blvd 11/5/25 - 12/5/25		778.00	959,663.48
01/07/2026	010726ACH2	Polk County Utilities	1688 Reuse Ernie Caldwell Blvd 11/05/2025 - 12/04/25		33.60	959,629.88
01/09/2026			Deposit	90,020.31		1,049,650.19
01/12/2026	100313	Steadfast Alliance	Invoice: SA-18970 (Reference: Pond Maintenance: 1/2026.)		685.00	1,048,965.19
01/12/2026	100314	High Demand Protective Sevices L.L.C.	Invoice: 20242252 (Reference: Security Patrol: 2/2026.)		5,700.00	1,043,265.19

Date	Number	Name	Memo	Deposits	Payments	Balance
01/16/2026	100315	Polk County Tax Collectors	Invoice: 187 (Reference: Postage.)		199.62	1,043,065.57
01/16/2026	100316	Yellowstone Landscape	Invoice: 1082847 (Reference: Landscape Maintenance Jan 26.)		6,825.00	1,036,240.57
01/20/2026	2642	Mahmoud A. Khatib	BOS Meeting 1/13/26		200.00	1,036,040.57
01/20/2026	2643	Raisa E. Contreras	BOS Meeting 1/13/26		200.00	1,035,840.57
01/20/2026	2644	Victor Khatib	BOS Meeting 1/13/26		200.00	1,035,640.57
01/26/2026	100317	Straley Robin Vericker	Invoice: 27871 (Reference: Legal Services for December 2025.)		3,338.00	1,032,302.57
01/28/2026	100318	Kimley-Horn & Assoc., Inc.	Invoice: 34545932 (Reference: Engineering Services Dec 25.)		1,746.53	1,030,556.04
01/29/2026	100319	High Demand Protective Sevices L.L.C.	Invoice: 20242258 (Reference: Security Patrol: 3/2026.)		6,200.00	1,024,356.04
01/29/2026			Deposit	1,853.60		1,026,209.64
01/30/2026			Deposit	666.67		1,026,876.31
01/30/2026	100320	Business Observer	Invoice: 26-00135K (Reference: Legal Advertising.) Invoice: 26-00153K (Reference: Legal Adver...		105.00	1,026,771.31
01/31/2026		End of Month		93,207.25 #	35,429.86	1,026,771.31

EXHIBIT 4



INVOICE

INVOICE #	INVOICE DATE
1112019	2/19/2026
TERMS	PO NUMBER
Net 30	

Bill To:

City Center CDD
c/o DPGF
250 International Pkwy,
Suite 280
Lake Mary, FL 32746

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: City Center CDD

Address: 1300 Posner Blvd
Davenport, FL 33837

Invoice Due Date: March 21, 2026

Invoice Amount: \$630.00

Description	Current Amount
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Debris clean up on roadways landscape areas.

Landscape Enhancement

\$630.00

Excellence Invoice Total **\$630.00**

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
1099159	2/3/2026
TERMS	PO NUMBER
Net 30	

Bill To:

City Center CDD
c/o DPGF
250 International Pkwy,
Suite 280
Lake Mary, FL 32746

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: City Center CDD
Address: 1300 Posner Blvd
Davenport, FL 33837

Invoice Due Date: March 5, 2026

Invoice Amount: \$224.00

Description	Current Amount
Irrigation repairs from OCT 2025 inspection	
Irrigation Repairs	\$224.00

Invoice Total \$224.00

Excellence

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

EXHIBIT 5

RESOLUTION NO. 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CITY CENTER COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING CONVEYANCE OF THE ROAD RIGHT OF WAYS FOR POSNER BOULEVARD AND GRANDVIEW PARKWAY, TOGETHER WITH APPURTENANT DRAINAGE EASEMENTS, TO POLK COUNTY; APPROVING THE FORM OF AN INTERLOCAL AGREEMENT FOR TRANSFER OF ROADS AND MAINTENANCE THEREOF; APPROVING THE FORM OF A PERPETUAL JOINT USE DRAINAGE EASEMENT; APPROVING THE FORM OF SPECIAL WARRANTY DEED FOR CONVEYANCE OF THE ROADS; AND APPROVING THE FORM FOR AN ASSIGNMENT OF THE BILLBOARD LEASE LOCATED ON GRANDVIEW PARKWAY RIGHT-OF-WAY; AUTHORIZING DESIGNATED OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER THE AFORESAID DOCUMENTS AND DEED TO POLK COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Center Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes;

WHEREAS, the District owns certain platted roadways, located within the District, known as Posner Boulevard ("**Posner**") and Grandview Parkway ("**Grandview**", and collectively with Posner, the "**Roads**"), together with certain ponds and stormwater management infrastructure that service and receive drainage from the Roads;

WHEREAS, Polk County ("**County**") desires to acquire ownership of the Roads, and has requested that the District transfer the right-of-way for the Roads to the County, together with appurtenant drainage easements;

WHEREAS, the District desires to retain the right to manage and maintain the landscaping, irrigation, street lighting, monument signage, and pedestrian sidewalks ("**Improvements**") along the Roads, to enhance the aesthetic appearance thereof for the benefit of the District's landowners; and the County has agreed that the District shall continue to maintain the Improvements at the District's expense;

WHEREAS, as a condition for the transfer, the County requires that certain deferred maintenance and repair work (e.g., road base repair and repaving) ("**Work**") must be performed to upgrade and restore the condition of Posner, at the District's expense;

WHEREAS, to facilitate timely transfer of the Roads, the County has agreed to perform the Work in exchange for the District's agreement to reimburse the County for the cost thereof, not to exceed \$500,000.00; and the District has agreed to reimburse the County for the cost of the Work;

WHEREAS, the right of way for Grandview is subject to an outdoor advertising sign lease ("**Billboard Lease**"), held by affiliates of Clear Channel Outdoor, and the County has agreed to accept Grandview, subject to the sign lease and assignment thereof to the County;

WHEREAS, the District finds that County ownership of the Roads is mutually beneficial, and has agreed to transfer the Roads to the County; and

WHEREAS, the District and the County are in agreement on the terms and conditions for transfer of the Roads and appurtenant drainage easements.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Supervisors (the “**Board**”) of the District hereby approves the transfer and conveyance of Roads to the County, together with the improvements thereon and drainage easements appurtenant thereto.
2. The Board further approves following documents: (i) the Interlocal Agreement for Transfer of Roads and Maintenance attached hereto as **Exhibit “A”**; (ii) the Special Warranty Deed attached hereto as **Exhibit “B”**; (iii) the Perpetual Joint Use Drainage Easement attached hereto as **Exhibit “C”**; and (iv) the Assignment of the Billboard Lease attached hereto as “**Exhibit D**” (collectively, the “**Documents**”), in substantial form, for the purposes set forth herein.
3. The Chair or Vice-Chair are hereby authorized to execute and deliver the Documents to the County for the purposes set forth therein.
4. The Board hereby further authorizes and directs the Chair, the Vice Chair or any other officer of the District to take any and all other action such officer shall deem necessary and appropriate to carry out the intent of the foregoing, including, without limitation, the execution and delivery of the Documents, including corrections thereto, necessary for the conveyance approved herein.
5. This Resolution shall be effective upon approval by the Board.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

ATTEST:

**CITY CENTER COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Secretary/Assistant Secretary

Mahmoud Khatib
Vice Chair of the Board of Supervisors

EXHIBIT 6

INTERLOCAL AGREEMENT FOR TRANSFER OF ROADS AND MAINTENANCE

This Interlocal Agreement (“**Agreement**”) is made and entered into as of the Effective Date defined in Section 7 below, by and between the City Center Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (“**CDD**”), and Polk County, a political subdivision of the State of Florida (“**Polk**”), (each, individually is a “**Party**” and together, the “**Parties**” to the Agreement).

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, 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;

WHEREAS, Grandview Parkway and Posner Boulevard (collectively, the “**Roads**”) are platted roads located within the boundaries of the CDD, and are owned by the CDD;

WHEREAS, Polk currently has an unfunded future transportation project to construct a fly-over (the “**Fly-over**”) connecting Grandview Parkway and the Dunson Road/Buckingham Drive over and across Interstate Highway No. 4 (I-4);

WHEREAS, to facilitate interconnection of Polk’s road system, Polk has requested that the CDD transfer ownership of the Roads, together with all appurtenant stormwater infrastructure and drainage easements (collectively, the “**Drainage Easements**”) associated therewith, to Polk;

WHEREAS, the CDD has agreed to transfer and convey the Roads and Drainage Easements to Polk;

WHEREAS, immediately upon transfer, Polk has agreed to assume perpetual

responsibility for operation and maintenance of the Roads and associated drainage infrastructure;

WHEREAS, Polk has agreed to make certain improvements to Posner Boulevard, provided the CDD will reimburse Polk, as provided herein;

WHEREAS, the CDD has agreed to retain perpetual responsibility for maintaining certain aesthetic and pedestrian improvements along the Roads, as provided herein; and

WHEREAS, the Parties desire to establish the respective rights and obligations of the CDD and Polk.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree, as follows:

SECTION 1: Recitals.

1.1. The foregoing recitals are an integral part of this Agreement and are incorporated herein by reference, as if fully set forth herein.

SECTION 2: Conveyances.

2.1. Roads. The CDD shall transfer and convey ownership of the Roads to Polk by Special Warranty Deed (“**SWD**”), in the form attached hereto as **Exhibit “A”**, and Polk agrees to accept the transfer.

2.2. Drainage Easements. The CDD shall transfer and convey the Drainage Easements to Polk by grant of a Perpetual Joint Use Drainage Easement (“**Easement Agreement**”), as described therein, in the form attached hereto as **Exhibit “B”**, and Polk agrees to accept the transfer.

2.3 Billboard Lease. Polk acknowledges the existence of an outdoor advertising structure within the right-of-way of Grandview Parkway, located adjacent to the southern right-of-way line

of Interstate Highway No. 4 (I-4), pursuant to an existing ground lease by and between Baseball City Sports Complex, as lessor, and Peterson Outdoor Advertising, as lessee, bearing Lease No. 14122, dated March 6, 1991, assigned to the CDD by Assignment dated October 11, 2022 (the “**Billboard Lease**”), and agrees to accept the CDD’s assignment (the “**Assignment**”) of the Billboard Lease in the form attached hereto as **Exhibit “C”**.

SECTION 3: Assignment of Billboard Lease.

3.1. The CDD shall execute and deliver the Assignment to Polk simultaneously with the SWD and Easement Agreement.

SECTION 4: Warranties and Representations.

4.1. Upon delivery and recording of the SWD and the Easement Agreement, the Roads will become part of the Polk County Road System.

4.2. The CDD hereby represents to Polk that to the best of its knowledge and belief, the CDD is the owner of the Roads and the real property identified in the Easement Agreement; the CDD is duly authorized to transfer and convey the Roads and Drainage Easements to Polk; and the undersigned officer of the CDD is duly authorized to execute and deliver the Agreement and the other documents described herein to Polk, for the purposes set forth herein. The CDD warrants the title to the Roads, only to the extent set forth in the SWD.

SECTION 5: Maintenance Obligations and Improvements.

5.1. Immediately upon the transfer of the Roads, Polk shall assume and become responsible for (i) the perpetual operation, maintenance, repair, and replacement of the Roads, including without limitation, the pavement, subgrade, stormwater drainage infrastructure located thereon, and the all roadway and traffic signage, and (ii) the drainage infrastructure described in the Easement Agreement.

5.2. Notwithstanding the foregoing provisions in subsection 5.1, the CDD shall retain perpetual responsibility for the operation, maintenance, repair, and replacement of the landscaping, irrigation, street lighting, monument and informational (non-traffic) signage, and pedestrian sidewalks located within and along the right-of-way for the Roads. Additionally, the CDD shall be responsible for maintaining and renewing existing regulatory permits and re-certifications thereof associated with the Drainage Easements. CDD shall also be responsible for regulatory maintenance of the Drainage Easements, together with turf and any landscaping located thereon (the “**CDD Maintenance**”).

5.3. Within six (6) months after the Effective Date, Polk shall complete all improvements (“**Improvements**”) to Posner Boulevard deemed reasonably necessary by Polk.

SECTION 6: Reimbursement.

6.1 The CDD shall reimburse Polk an amount up to FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for the reasonable cost of the Improvements to Posner Boulevard without markup over the contract amount, and provide the CDD with reasonable evidence of the costs incurred by Polk. The CDD shall make the reimbursement payment due and owing to Polk within ninety (90) days after receiving notice from Polk that the Improvements are complete.

SECTION 7: Effective Date and Recording.

7.1 The effective date (“**Effective Date**”) of the Agreement, shall be the date upon which the Agreement, the SWD, the Easement Agreement and the Assignment are each fully executed by the respective Parties.. Polk shall record the SWD and any other such documents so desired in the public records of Polk.

SECTION 8: Indemnification.

8.1. 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 directly or indirectly from CDD Maintenance responsibilities, or the negligent, intentional or willful acts of the CDD, its employees or agents in carrying out such 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.

8.2. 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 (or other successor statute thereto), regardless of whether such Obligations arise in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 9: Default and Remedies.

9.1. If either Party materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date such Party receives written notice of the default from the non-defaulting Party, then the non-defaulting Party shall have the right to pursue any and all remedies available in law, equity, and under this Agreement.

SECTION 10: Miscellaneous.

10.1. Public Records. The Parties acknowledge each other's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, and agree to

comply with the public records laws.

10.2. Notice. The Parties hereby agree and understand that written notice, mailed or delivered, shall constitute sufficient notice to the Parties. All written notices required and made pursuant to this Agreement shall be in writing and given by way of recognized delivery services, or by United States Postal Services, first class mail, postage prepaid, addressed to the following addresses of record:

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

10.3. Assignment. This Agreement may not be assigned in whole or in part without the written approval of all Parties. Any such assignment or attempted assignment shall be null and void.

10.4. Amendments. This Agreement may only be modified or extended in time by a written instrument, mutually accepted by the Parties and executed with the same formality as this

Agreement. No oral modifications will be effective or binding. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence.

10.5. Severability. All clauses contained herein shall act independently of each other. If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

10.6. Waiver. Failure by the Parties to insist upon strict performance of any covenant, term, provision, or condition of this Agreement, or to exercise any right or option contained herein, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but shall remain in full force and effect.

10.7. Governing Law and Venue. This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

10.8. Attorney Fees. 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 this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

10.9. 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.

10.10. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

10.11. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

10.12. Integration. This Agreement sets forth the entire agreement between the Parties and shall supersede, replace, and nullify and all prior agreements or understandings, either written or oral, with respect to its subject matter, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement. All attachments or exhibits attached hereto contain additional terms of this Agreement and are incorporated herein for reference.

10.13 The undersigned officers of the respective Parties hereby warrant and represent to the other Party that they are duly authorized and hold the requisite authority to execute the Agreement and the attached exhibits, in the capacity so indicated.

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

**CDD Signature Page to Interlocal Agreement for Transfer of Roads and Maintenance
between City Center Community Development District and Polk County Florida**

ATTEST:

**CITY CENTER COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
_____, Asst. Sec.

By: _____
Mahmoud Khatib, Vice Chair

This ____ day of _____, 2026

Reviewed as to form and legality

, CDD Attorney

**Polk Signature Page to Interlocal Agreement for Transfer of Roads and Maintenance
between City Center Community Development District and Polk County Florida**

ATTEST:

Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision of
the State of Florida

By: _____
Deputy Clerk

Martha Santiago, Ed.D., Chair
Board of County Commissioners

This ____ day of _____, 2026

Reviewed as to form and legality

County Attorney

EXHIBIT "A"
SPECIAL WARRANTY DEED

EXHIBIT "B"

PERPETUAL JOINT USE DRAINAGE EASEMENT

EXHIBIT "C"
BILLBOARD LEASE

EXHIBIT 7

This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery

Grandview Parkway & Posner Boulevard R/W
Parcel ID Nos.: 272608-701270-000030; 272607-701258-000170;
272618-704456-000070 & 272618-704455-000030

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 2026, between **CITY CENTER COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of government established pursuant to Chapter 190, Florida Statutes, whose address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land (the "**Property**"), situate, lying and being in the County of Polk, State of Florida, to-wit:

That certain platted right-of-way labeled as "POSNER BOULEVARD," as shown in the plat of VICTOR POSNER CITY CENTER PHASE 1A, according to the map or plat thereof 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 and/or dedicated thereon for such purposes; and

Those certain platted rights-of-way labeled as "GRANDVIEW PARKWAY" and "POSNER BOULEVARD," as shown on the plat of VICTOR POSNER CITY CENTER PHASE 1B, according to the map or plat thereof recorded in Plat Book 142, on Pages 24-26, in the Public Records of Polk County, Florida, together with all improvements located thereon and all appurtenant drainage easements depicted and/or dedicated thereon for such purposes; and

That certain platted right-of-way labeled as "GRANDVIEW PARKWAY," as shown on the plat of VICTOR POSNER CITY CENTER PHASE 1F, according to the map or plat thereof recorded in Plat Book 148, on Pages 1-2, in the Public Records of Polk County, Florida, together with all improvements located thereon and all appurtenant drainage easements depicted and/or dedicated thereon for such purposes; and

That certain platted right-of-way labeled as “GRANDVIEW PARKWAY,” as shown on the plat of VICTOR POSNER CITY CENTER PHASE 1H, according to the map or plat thereof recorded in Plat Book 187, on Pages 43-47, in the Public Records of Polk County, Florida, together with all improvements located thereon and all appurtenant drainage easements depicted and/or dedicated thereon for such purposes.

TOGETHER WITH, all improvements, easements, rights, appurtenances and hereditaments, pertaining thereto;

SUBJECT TO, all covenants, conditions, restrictions, dedications, rights, interests, easements and reservations shown on said Plats, and all other such matters disclosed in the public records of Polk County, Florida, including, without limitation, that certain unrecorded outdoor advertising lease by and between Baseball City Sports Complex, as Lessor, and Peterson Outdoor Advertising, as Lessee, bearing Lease #14122, dated March 6, 1991, and subsequently assigned to Grantor by that certain Assignment, dated October 11, 2022;

TO HAVE AND TO HOLD the Property and all improvements thereon, unto Grantee in fee simple forever;

AND GRANTOR does hereby warrant the title to the Property unto Grantee, and will defend the same against the lawful claims of all persons whomever claiming title by, through or under Grantor, but not against the claims of others.

THIS PROPERTY CONSISTS OF GOVERNMENTALLY OWNED TRACTS. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE. THIS DEED WAS PREPARED AT THE REQUEST OF THE GRANTEE WITHOUT THE BENEFIT OF A TITLE SEARCH.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed And Delivered In The Presence Of:
(Signature of Two Witnesses Required by Florida Law)

Witness #1

Print Name

Address

Witness #2

Print Name

Address

**CITY CENTER COMMUNITY
DEVELOPMENT DISTRICT**, a special
purpose unit of government established pursuant
to Chapter 190, Florida Statutes

By: _____
Mahmoud Khatib, Vice Chairman
of the Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by Mahmoud Khatib, as Vice Chairman of the Board of Supervisors of City Center Community Development District, a special purpose unit of government established pursuant to Chapter 190, Florida Statutes, for and on behalf of the District, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires _____

EXHIBIT 8

This instrument prepared under the direction of
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Scott C. Lowery

Parent Parcel ID Nos.: 272607-701258-000170; 272618-704456-000070
& 272608-7012700-000010

PERPETUAL JOINT USE DRAINAGE EASEMENT

THIS PERPETUAL JOINT USE DRAINAGE EASEMENT (“Joint Use Agreement”) made this _____ day of _____, 2026, between **CITY CENTER COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746, and its successors and assigns (“**Grantor**”), and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 988, Bartow, Florida 33831-9005, (“**Grantee**”).

WITNESSETH

WHEREAS, Grantor and Grantee have simultaneously herewith entered into an Interlocal Agreement For Transfer of Roads and Maintenance (“**Interlocal Agreement**”), and pursuant thereto Grantor has delivered a Special Warranty Deed, bearing Instrument No. _____, recorded on _____, 2026, in the public records of Polk County, Florida, conveying ownership of certain platted roads known as Grandview Parkway and Posner Boulevard (collectively, the “**Roads**”) to Grantee; and

WHEREAS, as part of the Agreement, Grantor further agreed to grant a non-exclusive drainage easement to the Grantee for the joint use of the stormwater retention and detention ponds receiving drainage from the Roads.

AGREEMENT

NOW, THEREFORE, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

Grantor does hereby grant and convey unto Grantee, its successors and assigns forever, a perpetual non-exclusive drainage easement (“**Easement**”) in, upon, under, over, across and through the drainage pond areas generally shown and depicted on **Exhibit “A”** attached hereto (collectively, the “**Easement Property**”), located adjacent to the platted right-of-way for Grandview Parkway, in Tract “A” as shown on the plats of Victor Posner City Center Phase 1B, recorded in Plat Book 142, on Pages 24-26; Victor Posner City Center Phase 1F, recorded in Plat Book 148, on Pages 1-2; and Victor Posner City Center Phase 1H, recorded in Plat Book 187, on Pages 43-47, recorded in the public records of Polk County, Florida, for the purpose of receiving stormwater drainage from and along the existing Roads and drainage infrastructure located thereon.

Grantor hereby covenants with the Grantee that it is lawfully seized of the Easement Property, and that it has good, right and lawful authority to grant the Easement.

Grantor and Grantee hereby acknowledge that the Easement Property, as currently improved for such

purposes, is subject to perpetual non-exclusive use by both parties and others holding such rights, and that Grantee shall operate, maintain, replace and repair the drainage infrastructure located in or upon the Roads or the Easement Property for such purposes, at Grantee's sole expense, in accordance with existing permits and regulatory requirements; provided, however, that Grantee shall not allow, authorize or undertake any drainage infrastructure modification that increases the volume of stormwater drainage currently draining into the Easement Property. Notwithstanding anything in this Joint Use Agreement to the contrary, no stormwater drainage generated or conveyed by, over or along the Fly-over over Interstate Highway No. 4 (I-4) referenced in the Interlocal Agreement, or from any other source originating outside the boundaries of the City Center Community Development District shall be discharged in the Easement Property without Grantor's express written consent, which Grantor shall be under no obligation whatsoever to authorize or approve.

Grantor shall be responsible for maintaining and renewing existing regulatory permits and re-certifications thereof associated with the Easement Property. Grantor shall also be responsible for regulatory maintenance of the Easement Property, together with turf and any landscaping located within the Easement Property. If Grantor fails to obtain, and when necessary re-certify, permits or perform necessary maintenance or repairs associated therewith, Grantee is hereby authorized to take the necessary steps, including without limitation, to enter onto the Easement Property and other adjacent property owned by the Grantor (as reasonably necessary to gain access to the Easement Property), to permit, recertify, or perform any maintenance or repair activities required on the Easement Property for such purposes. In such case, Grantor shall reimburse Grantee for any reasonable costs incurred by Grantee within thirty (30) days after receiving an invoice or notice of the actual costs from Grantee.

The rights and obligations granted to or imposed upon Grantor hereunder are not personal or in gross, but shall inure to the benefit of and run with Grantor's title to the Roads.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed And Delivered In The Presence Of:
(Signature of Two Witnesses Required by Florida Law)

Witness
Print Name _____
Address: _____

Witness
Print Name _____
Address: _____

CITY CENTER COMMUNITY DEVELOPMENT
DISTRICT, a special purpose unit of government
pursuant to Chapter 190, Florida Statutes

By: _____
Mahmoud Khatib, Vice Chairman of the
Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by Mahmoud Khatib, as Vice Chairman of the Board of Supervisors of City Center Community Development District, a special purpose unit of government pursuant to Chapter 190, Florida Statutes, on behalf of the Board, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

Exhibit "A"

Tract "A" of VICTOR POSNER CITY CENTER PHASE 1F, according to the map or plat thereof as recorded in Plat Book 148, at Pages 1 and 2, Public Records of Polk County, Florida (generally depicted as Pond A on the attached Exhibit "B").

AND

Tract "A" of VICTOR POSNER CITY CENTER PHASE 1B, according to the map or plat thereof as recorded in Plat Boo 142, at Pages 24 through 26, Public Records of Polk County, Florida (generally depicted as Pond B on the attached Exhibit "B").

AND

Ponds 1, 2 and 4, as depicted on the attached Exhibit "B" lying within Tract "A" of VICTOR POSNER CITY CENTER PHASE 1H, according to the map or plat thereof as recorded in Plat Book 187, at Pages 43 through 47, Public Records of Polk County, Florida.

Exhibit "B"

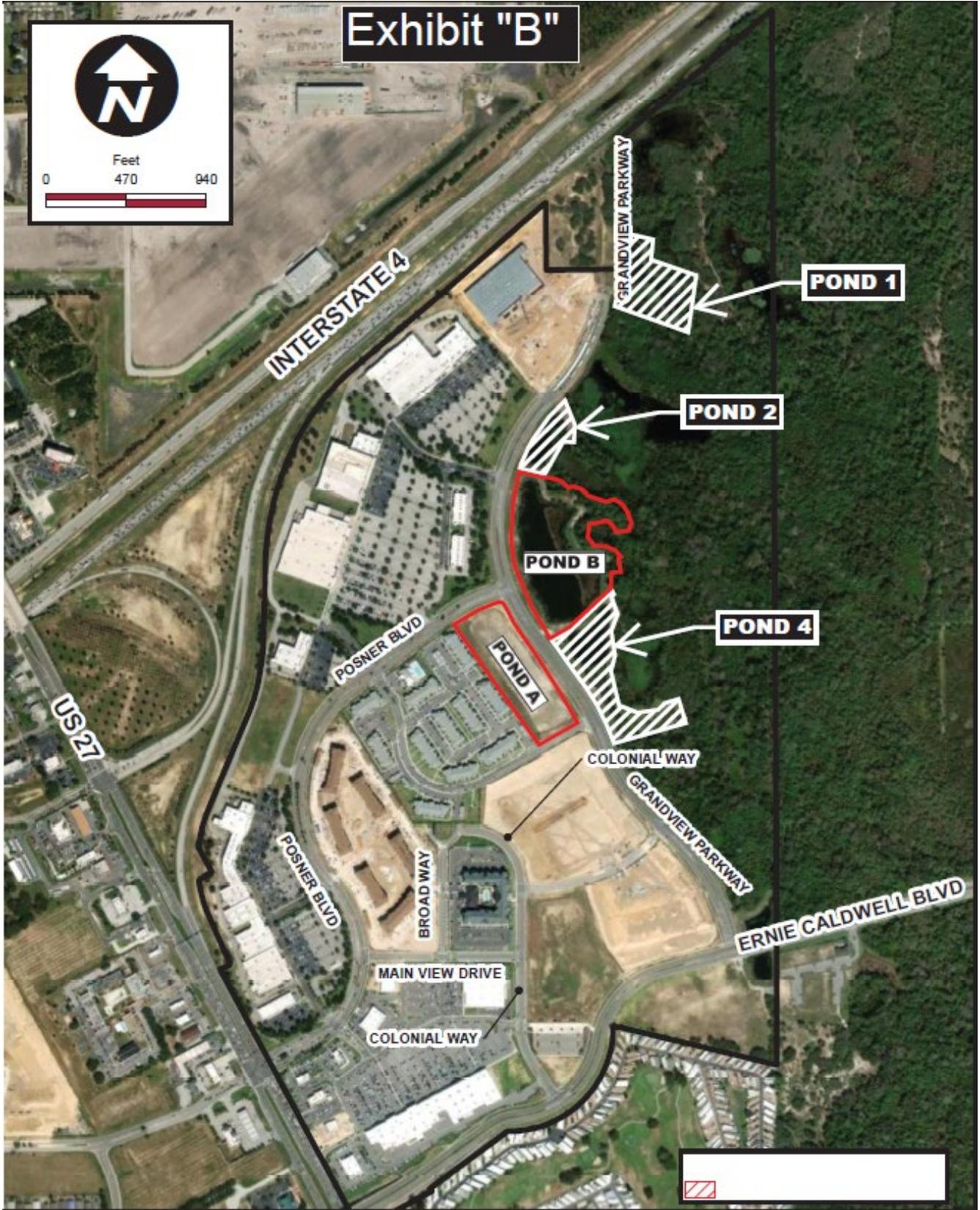
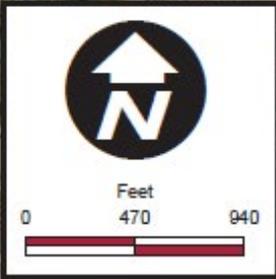


EXHIBIT 9

ASSIGNMENT

THIS ASSIGNMENT (the "**Assignment**") is made as of the ____ day of _____, 2026, by and between City Center Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**Assignor**"), and Polk County, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831 ("**Assignee**").

WITNESSETH

WHEREAS, Assignor is the owner of the property ("**Property**") identified in and subject to that certain outdoor advertising lease (the "**Lease**") by and between Baseball City Sports Complex, as Lessor, and Peterson Outdoor Advertising, as Lessee, bearing Lease # 14122, dated March 7, 1991, and subsequently assigned to Assignor by that certain Assignment (the "**Assignment**," and collectively with the Lease, the "**Lease**") dated October 11, 2022, a true and complete copy of which is attached hereto as **Exhibit "A"**, and as successor in interest to the Lessor named in the Lease, is the current Lessor thereunder; and

WHEREAS, as of the date of this Assignment, the rent due on the Lease is paid through February 28, 2026, and Assignor has conveyed the Property to Assignee, subject to the terms of the Lease;

NOW, THEREFORE, in consideration of the sum of **TEN DOLLARS** (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and sets over unto the Assignee, all of its right, title and interest in and to the Lease and all sums due or becoming due thereunder.

Assignee hereby assumes responsibility for all of the rights and responsibilities conveyed hereunder to Assignee.

IN WITNESS WHEREOF, the Assignor and Assignee have hereunto caused these presents to be executed on the day and year first above written.

Assignee:
POLK COUNTY, FLORIDA

Assignor:
**CITY CENTER COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: _____
Title: _____

Mahmoud Khatib
Vice Chair Board of Supervisors

Printed Name: _____
Secretary/Assistant Secretary

EXHIBIT 10

Tree Care Proposal for
City Center CDD

David McInnes
Vesta Property Services
250 International Parkway
Suite 208
Lake Mark, FL 32746
dmcinnes@vestapropertyservices.com

LOCATION OF PROPERTY

1300 Posner Blvd
Davenport, FL 33837

Palm Trimming along Posner Blvd Feb 2026

DESCRIPTION	AMOUNT
Palm Trimming	\$5,300.00

- Trim Palm Trees along Posner Blvd including 5 specialty Medjool Palms.
- Cost includes labor and haul away debris



330

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title

Date _____

City Center CDD

Subtotal	\$5,300.00
Sales Tax	\$0.00
Proposal Total	\$5,300.00

THIS IS NOT AN INVOICE

EXHIBIT 11

From: Rolando albino <rolandoalbino69@yahoo.com>
Sent: Wednesday, February 4, 2026 5:27 PM
To: David C. McInnes
Subject: Re: City Center CDD Meeting on 2/10

Hi David. Yes, for both positions.

[Sent from Yahoo Mail for iPhone](#)

On Wednesday, February 4, 2026, 1:08 PM, David C. McInnes <dmcinnes@vestapropertyservices.com> wrote:

Hello Rolando:

Confirming you are resigning as both Chairman and from your seat on the Board effective immediately?

Board members should not respond to this e-mail with a "reply to all" to avoid possible non-compliance with the Sunshine Law.

Sincerely,



David C. McInnes

District Manager

P. 321-263-0132 (ext. 193)

Vesta District Services

250 International Parkway, Suite 208

Lake Mary, FL 32746

www.VestaPropertyServices.com



[Careers](#) | [Request Proposal](#)



CONFIDENTIALITY NOTICE: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system.

From: Rolando albino <rolandoalbino69@yahoo.com>
Sent: Wednesday, February 4, 2026 12:54 PM
To: David C. McInnes <dmcinnes@vestapropertyservices.com>
Subject: Re: City Center CDD Meeting on 2/10

Hi David. I am not available neither want to continue as Board member. I am out of central Florida and also not longer working for Posner Commons owners company. Please accept this reply as my resignation to the chairman position hold until now. Thank you for all your help and hard work . It was a pleasure and learning experience. Regards. Rolando Albino

[Sent from Yahoo Mail for iPhone](#)

On Monday, February 2, 2026, 12:32 PM, David C. McInnes <dmcinnes@vestapropertyservices.com> wrote:

Hello Rolando:

Will you be able to attend the City Center CDD meeting next Tuesday (2/10) at 1:00 PM?

Board members should not respond to this e-mail with a "reply to all" to avoid possible non-compliance with the Sunshine Law.

Sincerely,

David C. McInnes



Your Community.
Our Commitment.

District Manager
P. 321-263-0132 (ext. 193)

Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
www.VestaPropertyServices.com



[Careers](#) | [Request Proposal](#)



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EXHIBIT 12



Vesta District Services
250 International Parkway #208
Lake Mary, FL 32746
321-263-0132
Your Community.
Our Commitment.

CITY CENTER
COMMUNITY DEVELOPMENT DISTRICT
District Required Oath of Office
For District Records

If not notarized during the meeting, please sign before a notary
and email executed Oath to the District's admin.

**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 _____, 202_, 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 City Center 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: _____



Vesta District Services
250 International Parkway #208
Lake Mary, FL 32746
321-263-0132
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CITY CENTER COMMUNITY DEVELOPMENT DISTRICT

State Required Oath of Office

To Be Submitted to the State within 30 Days of
Appointment with \$10 Check Payable to
“Florida Department of State”

Contact Information

Phone Number: 850.245.6200

Email: DivElections@dos.myflorida.com

Fax Numbers: 850.245.6217 or 850.245.6218

Mailing Address:

Division of Elections

Florida Department of State

R. A. Gray Building, Room 316

500 South Bronough Street

Tallahassee, FL 32399-0250

Website Link: <https://dos.fl.gov/elections/contacts/contact-us/>

***Please email a scan or picture of the completed State Oath to your District Manager for inclusion in the District's Record.**

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

STATE OF FLORIDA

County of _____

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words “so help me God.” See § 92.52, Fla. Stat.]

Signature

(Affix Seal Below)

Sworn to and subscribed before me by means of ____ physical presence
Or ____ online notarization this ____ day of _____, 20____.

Signature of Officer Administering Oath or of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known or Produced Identification

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home Office

Street or Post Office Box

Print Name

City, State, Zip Code

Signature

EXHIBIT 13



Vesta District Services
250 International Parkway #208
Lake Mary, FL 32746
321-263-0132
Your Community.
Our Commitment.

CITY CENTER COMMUNITY DEVELOPMENT DISTRICT

New Supervisor Information Form For District Records

If not completed during the meeting,
please email the completed form to the District's admin.

City Center
A Community Development District

NEW SUPERVISOR INFORMATION SHEET

Please return completed forms to
Vesta District Services
Records Management
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 14

RESOLUTION 2026-03

**A RESOLUTION OF THE CITY CENTER COMMUNITY DEVELOPMENT DISTRICT,
DESIGNATING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR 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*; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to designate the Officers of the District.

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

SECTION 1. The following persons are designated to the offices shown:

_____	is appointed Chairperson
_____	is appointed Vice Chairperson
<u>David McInnes</u>	is appointed Secretary
_____	is appointed Assistant Secretary
_____	is appointed Assistant Secretary
_____	is appointed Assistant Secretary
<u>Christian Dimaculangan</u>	is appointed Assistant Secretary
<u>Johanna Lee</u>	is appointed Treasurer
<u>Bridgett Alexander</u>	is appointed Assistant Treasurer
<u>Scott Smith</u>	is appointed Assistant Treasurer

SECTION 2. This Resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded or repealed. Further, upon its passage, any previously adopted Resolution designating officers is rescinded and repealed.

PASSED AND ADOPTED this 10th Day of March, 2026.

ATTEST:

**CITY CENTER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors